

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Gresham Smith, a Tennessee general partnership, ("Organization" or "Contractor") with offices located at 100 West Main Street, Suite 350, Lexington, Kentucky 40507.

### **WITNESSETH**

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- 1. EFFECTIVE DATE; TERM.** This Agreement shall commence on \_\_\_\_\_, 2023 and shall last for a period of one year(s) unless terminated by LFUCG at an earlier time.
- 2. RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
  - a. Exhibit "A" – RFP #68-2022 Corridors Typology Study and Strategic Design Guide
  - b. Exhibit "B" – Certificate of Insurance
  - c. Exhibit "C" – Scope of Services and Proposal Response to RFP #68-2022

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", "A", and "B" in that order.

- 3. SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "C" – Scope of Work for LFUCG (the "Services").
- 4. PAYMENT.** LFUCG shall pay Organization a total amount not to exceed one hundred fifty thousand dollars (\$150,000) for the performance of the Services. Payments shall be made monthly for expenditures the Organization actually incurred, only after receipt of monthly invoices. Such payments shall be made as work progresses based on expenditure of effort. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of

LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Services performed or materials provided for the Services are inadequate or defective.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

**5. TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

**6. REPORTING.** Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. As outlined in the RFP, reporting shall at a minimum include:

- Draft Analysis of Corridors and Identified Typologies.
- Draft Recommendations for Strategic Design Guide.
- Display materials, presentation materials, and summary of Open-Ask Session with Stakeholders.

- Final Corridors Typology Study and Strategic Design Guide as PDF and as source files.
- Map of Corridors Typologies in a format compatible with LFUCG's GIS.
- Data sets collected or created during this study (e.g., GIS-compatible files; Excel Workbooks, etc.).
- Presentation materials (i.e., PowerPoint file with talking points).

**7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

**8. INDEMNITY AND INSURANCE.**

**INDEMNITY:**

- (1) To the extent permitted by law, Organization shall indemnify and hold LFUCG harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of Organization, its employees and its other consultants in the performance of professional services under this Agreement. Organization's obligation to indemnify and hold harmless LFUCG and its elected and appointed officials and employees does not include a duty to provide upfront defense.
- (2) Other than claims arising out of the performance of professional services and to the extent permitted by law, Organization shall indemnify, defend and hold LFUCG and LFUCG's elected and appointed officials and employees harmless from and against liability for claims, suits, or actions of any kind where such liability arises out of or is in connection with the personal negligent acts or willful misconduct of this Agreement by Organization or any individual or entity for whom Organization bears legal liability and which results in bodily injury to any individual or entity (including the employees or officers of the Architect) or for property damage.
- (3) To the fullest extent permitted by law, Organization's total liability to LFUCG and anyone claiming by, through, or under LFUCG for any cost, loss, or damages caused in part by the negligence of Organization and in part by the negligence of LFUCG or any other negligent entity or individual, shall not exceed the percentage share that Organization's negligence bears to the total negligence of Organization, LFUCG, and all other negligent entities and individuals. It is intended that Organization shall not be responsible for the negligence or willful misconduct activities of LFUCG's, or those of its elected officials, employees or others for whom LFUCG is responsible, with regard to any claim.

- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Organization acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

**INSURANCE:** Organization shall maintain the following for the duration of this Agreement:

| <u>Coverage</u>           | <u>Limits</u>                                     |
|---------------------------|---|
| General Liability         | \$1 million per occurrence, \$2 million aggregate |
| Auto Liability            | \$1 million combined single limit                 |
| Worker’s Compensation     | Statutory   |
| Employer’s Liability      | \$100,000   |
| Excess/Umbrella Liability | \$1 million per occurrence                        |
| Professional Liability    | \$1 million per claim                             |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.



- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

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

**Right to Review, Audit and Inspect:** Organization understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

**9. RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement upon payment in full of all monies owed Organization. Organization shall not be held liable for reuse of documents or modifications thereof by LFUCG or its representatives for any purpose other than the original intent of this Agreement without written authorization of Organization.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

**10. ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

**11. CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

**12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age,

sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

**13. SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

**14. ANNUAL AUDIT.** Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

**15. INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

**16. NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

**17. NO THIRD PARTY RIGHTS.** This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

**18. KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

**19. AMENDMENTS.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

**20. NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Gresham Smith  
100 West Main Street, Suite 350  
Lexington, Kentucky 40507  
Attn: Louis Johnson

For Government:

Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507  
Attn: Jennifer Carey

**21. WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

**22. ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

**23. DISPUTE RESOLUTION.** LFUCG and Organization agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Organization shall continue to perform services for the Project and LFUCG shall pay for such services during the dispute resolution process unless LFUCG issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

**24. FORCE MAJEURE.** Organization shall not be liable for any damages caused by any delay that is beyond Organization's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**25. INSURANCE AND LIABILITY.** Organization shall maintain the insurance, coverage limits, and insurance conditions required in Section 8 herein during the period of service. LFUCG will be included as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

**26. STANDARD OF CARE.** Services provided by Organization under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Organization makes no warranty or guaranty, either express or implied. Organization will not be liable for the cost of any omission that adds value to the Project. Organization's standard of care shall not be altered by the application, interpretation or construction of any other provision of this Agreement.

**27. SUSPENSION OF WORK.** LFUCG may suspend services performed by Organization with cause upon seven (7) days written notice. Organization shall submit an invoice for services performed up to the effective date of the work suspension and LFUCG shall pay Organization all outstanding invoices within thirty (30) days. If the work suspension exceeds sixty (60) days from the effective work suspension date, Organization shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY: \_\_\_\_\_  
LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

GRESHAM SMITH

BY: \_\_\_\_\_  
LOUIS JOHNSON, PLA, ASLA

DATE: \_\_\_\_\_

## **EXHIBIT "A"**

RFP #68-2022 Corridors Typology Study and Strategic Design Guide



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #68-2022 Corridors Typology Study and Strategic Design Guide** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 5, 2023**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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



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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

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

### **Contention Process**

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

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

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

### **AMERICAN RESCUE PLAN ACT**

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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

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

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

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

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

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

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

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

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

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

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award*

*covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

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

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

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

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Signature

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Date



## **SELECTION CRITERIA:**

- 1) Specialized qualifications, experience, and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **25 points**
- 3) Professionalism and completeness of the written proposal. **15 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**
- 5) Cost for proposal. **10 points**

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

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

## Affirmative Action Plan

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

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

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. 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 \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

# EQUAL OPPORTUNITY AGREEMENT

## Standard Title VI Assurance

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

## The Law

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

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

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

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

\*\*\*\*\*

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

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

Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

\_\_\_\_\_

**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

| Categories       | Total | White<br>(Not Hispanic or Latino) |   | Hispanic or Latino |   | Black or African-American<br>(Not Hispanic or Latino) |   | Native Hawaiian and Other Pacific Islander<br>(Not Hispanic or Latino) |   | Asian<br>(Not Hispanic or Latino) |   | American Indian or Alaskan Native<br>(not Hispanic or Latino) |   | Two or more races<br>(Not Hispanic or Latino) |   | Total |   |
|------------------|-------|-----------------------------------|---|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|---|
|                  |       | M                                 | F | M                  | F | M   | F | M  | F | M                                 | F | M   | F | M   | F | M     | F |
| Administrators   |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Professionals    |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Superintendents  |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Supervisors      |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Foremen          |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Technicians      |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Protective       |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Para-            |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Office/Clerical  |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Skilled Craft    |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| Service/Maintena |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |
| <b>Total:</b>    |       |                                   |   |                    |   |   |   |  |   |                                   |   |   |   |   |   |       |   |

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

*Revised 2015-Dec-15*



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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
Street City Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

***Certified Disadvantaged Business Enterprise (DBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

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

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

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

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



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

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



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to 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 and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

|                     |                        |
|---------------------|------------------------|
| Company Name        | 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 *<br>AA<br>HA<br>AS<br>NA<br>Female | Veteran |
|-----------------------|----------------|---|----------------|--------------------------|---|--|---|---------|
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |
|                       |                |   |                |                          |   |  |   |         |

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

|                                 |  |
|---------------------------------|--|
| <b>Project Name/ Contract #</b> | <b>Work Period/ From:</b> _____ <b>To:</b> _____ |
| <b>Company Name:</b>            | <b>Address:</b>                                  |
| <b>Federal Tax ID:</b>          | <b>Contact Person:</b>                           |

| Subcontractor Vendor ID<br>(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<br>(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 and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses 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 and Veteran participation.

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

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

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



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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

**INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

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

| <b><u>Coverage</u></b>   | <b><u>Limits</u></b>   |
|--|--|
| General Liability<br>(Insurance Services Office Form CG 00 01) | \$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit |
| Auto Liability   | \$1 million per occurrence   |
| Worker's Compensation  | Statutory  |
| Employer's Liability   | \$100,000  |
| Excess/Umbrella Liability                                      | \$1 million per occurrence   |
| Professional Liability   | \$1 million per occurrence   |

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.

- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

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

#### Deductibles and Self-Insured Programs

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

#### Safety and Loss Control

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

#### Verification of Coverage

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

#### Right to Review, Audit and Inspect

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

#### **DEFAULT**

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

00548704

# Lexington-Fayette Urban County Government

## Corridors Commission

### Corridors Typology Study and Strategic Design Guide RFP 68-2022

#### Scope of Services (Project Purpose)

The Lexington-Fayette Urban County Government (LFUCG), in coordination with the Corridors Commission, is seeking proposals from qualified firms for professional planning, urban design, and landscape architecture services to conduct a typological study of 31 corridors (identified below, (see attached map) and create a strategic design guide for the Corridors Commission to use as a tool to identify and prioritize projects, enhance Lexington’s corridors and promote the mission of the commission. The primary purpose of this study and design guide is to determine strategies for how best to invest in corridors throughout Lexington to promote a more beautiful and welcoming city. The study will identify a number of typical corridors or intersection typologies and assess opportunities for improvements. From this effort, a strategy and resource guide will be developed that strives to encourage improvements along our city’s corridors that create a sense of place with streetscape and landscape improvements.

|   |  |
|---|--|
| Alumni Drive (Nicholasville Rd to MOW Blvd) | Maxwell Street                                   |
| Athens Boonesboro Road (MOW Blvd to I-75)   | Midland Avenue                                   |
| Broadway                                    | New Circle Road                                  |
| Citation Blvd (Leestown to Newtown Pike)    | Newtown Pike (S Broadway to Iron Works Pike)     |
| Clays Mill Road                             | Nicholasville Road                               |
| Georgetown Road (New Circle to Iron Works)  | Old Frankfort Pike                               |
| Georgetown Street                           | Paris Pike (New Circle Road Iron Works Pike)     |
| Harrodsburg Road                            | Richmond Road (Hanover to I-75)                  |
| High Street                                 | Russell Cave Rd (N Broadway to Iron Works Pike)  |
| Iron Works Pike                             | Tates Creek Road (Sunset to Ashgrove Pike)       |
| Leestown Road                               | Todds Road (Man O War Blvd to Polo Club Blvd)    |
| Liberty Road                                | Upper Street (Main Street to South Limestone)    |
| Limestone                                   | Versailles Road (Angliana to Man O War Blvd)     |
| Main Street                                 | Vine Street                                      |
| Man O War Blvd                              | Winchester Road (Third Street to Man O War Blvd) |
| Manchester Street (Jefferson St to Forbes)  |  |



## **Background**

The Corridors Commission works to enhance Lexington's major and minor arterials through a variety of perspectives and initiatives. Many of its projects have a primary goal to enhance these corridors through beautification improvements and placemaking projects, to establish a sense of pride among Lexington's residents, and to create a welcoming, clean, and beautiful community for the people who live and visit Lexington.

The purpose of the Corridors Commission is to assess the major roads of Lexington-Fayette County, especially the major and minor arterials, regarding but not limited to aesthetic qualities, landscaping, fencing, signage, litter control, bike and pedestrian considerations, and other elements the Commission may deem appropriate. The Commission was established July 2, 2009, as set forth in Ordinance 137-2009 ([Code of Ordinances, Chapter 2, Article 44](#)). There are 13 voting members that make up the Commission. Its membership is made up of Council Members, community members, a Tree Board representative, a Lexington Council of Garden Clubs representative, a representative from the utility industry, plus non-voting members comprised of staff from the LFUCG.

The Corridors Commission primarily works in coordination with the Division of Environmental Services to oversee a budget that consists of professional services, operations funds, grant funds, and at times funds allocated for capital projects. Operation funds are primarily dedicated to maintaining horticultural and landscaped areas along corridors. Those areas include Versailles Road at New Circle Road, Winchester Road at New Circle Road, Newtown Pike at I-75, Global Lex, Richmond Road, and Vine Street and Midland Avenue (Town Branch Commons).

Urban Forestry staff in the Division of Environmental Services, as well as contractors working for the division, maintain the beds and planted areas installed at the direction of the Corridors Commission. Division staff also provide project management oversight for the Commission's capital projects.

The Corridors Commission has successfully completed the installation of two welcome signs, located on Newtown Pike and Versailles Road. Currently, the Commission has begun the design phase for a third welcome sign on Richmond Road.

The Corridors Commission operates a Neighborhood Enhancement Match Grant Program awarding \$20,000 annually to neighborhood associations and related neighborhood organizations and nonprofits to enhance Lexington's corridors, increase awareness of corridor enhancements, and advance its purpose in a more timely and productive manner.

## **Project Goals / Outcomes**

The primary purpose of this study and design guide is to determine strategies for how best to invest in corridors throughout Lexington to promote a more beautiful, safe, and welcoming city.

The goals of the study are two-fold. Following an assessment of the 31 corridors, the first goal will be to group them, or portions of them, into similar typologies; the second goal will be to identify locations and opportunities for improvements on each corridor type. The analysis of the corridors should identify and acknowledge different themes, characteristics, and amenities of the corridors. The completion of the first goal associated with the study will then inform the strategic design guide. The goal of the strategic design guide will be to provide design options for each identified typology that maintains the characteristics of that particular roadway type or intersection while incorporating location-based context-sensitive design options.

### **Typology Study and Strategic Design Guide Suggested Tasks**

The following tasks are a suggested approach to completing the study and guide:

**Task 1.** Assess the Corridors Commission’s 31 corridors and establish a definition and description that best describes them. The assessment should include a review of previously completed master plan documents completed for the Corridors Commission.

**Task 2.** Identify a number of typical corridors, sections of corridors, or intersection typologies and assess opportunities for improvements. Factors for consideration:

- The level of existing beautification investments, lack of investment, and investment opportunities.
- Constraining factors or characteristics that could make improvement efforts more difficult, as well as factors that support why a corridor or section of a corridor is more desirable for investment.
- Constraining factors concerning right-of-way encroachments, which would be denied by LFUCG and/or KYTC, District 7.
- Opportunities that have little to no impact on private property and that can be accomplished in the existing right-of-way.
- Opportunities for advancing Complete Streets by supporting and complimenting needed and existing facilities including amenities to enhance walkability (buffering, shade, visual interest). Do not focus on roadway improvements.
- Existing themes, characteristics and amenities to continue or build upon.

**Task 3.** Identify key place-making strategies that are sustainable and contribute to healthy ecosystems, social inclusion, complete streets and vibrant business activity, as well as strategies to promote a more beautiful, safe, and welcoming city.

**Task 4.** Develop a design and resource guide to be used as a tool for the Corridors Commission to determine and prioritize improvements for future opportunities and projects that create place-based streetscape and landscape improvements. Create a “toolbox” to include items such as: median greening (narrow - low plantings and grasses only); median planting (wide - shrubs and trees); island or bulb-out plantings; raingarden plantings; neighborhood gateway moments with signage; neighborhood branding moments; etc.

Provide tools that take into consideration corridor typology with general minimum dimensions to serve as a schematic design for the commission to use as a starting point for more detailed design and implementation and ways to integrate additional context-sensitive elements. Identify general levels of funding for items in the toolbox so cost-effectiveness can be considered in determining implementation. Recommend various levels of improvements; what can be accomplished with minimal funds using existing assets up to larger scale capital investments.

**Task 5.** Provide at least three conceptual design examples, each showing a different typology and potential place-making strategy, and relating back to the strategic design and resource guide.

### **Project Schedule**

A notice to proceed is expected in February 2023. The study should not exceed nine months and will preferably be complete in six months. As part of the proposal, interested firms shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The respondent may set a proposed limit of staff and commission meetings. The proposal should recommend one open-ask session with stakeholders. This is intended as a preliminary number only and will be refined in consultation with the selected firm and negotiated in terms of the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably in an electronic format that can be revised, as needed.

### **Method of Payment**

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services completed during the billing period. Each invoice shall be accompanied by a narrative progress report and estimated percentage of work completed. LFUCG shall respond to the invoice within thirty (30) days, either denying or approving payment.

Regardless of the invoices submitted by the Consultant, LFUCG shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule:

|   |      |
|---|------|
| Submission of preliminary study                     | 60%  |
| Submission of draft final study and design guide    | 80%  |
| Submission of approved final study and design guide | 100% |

### **Relevant Resources**

Please see the attached sheet describing relevant resources and how to access them.

## **Deliverables**

- Review (1) draft analysis of corridors and identified typologies and (2) draft recommendations prior to final completion of the study with the chair of the Corridors Commission and Commission staff and make modifications as needed to ensure alignment with the objectives of this study and strengthen future implementation opportunities.
- Host one open-ask session with stakeholders.
- A final digital report - PDF file and source file(s) (e.g., Word, InDesign).
- Outcomes and recommendations are to be made in a way to support ongoing use by the commission for a period of 10 years.
- Prepare a map of corridors typologies that is compatible with LFUCG's GIS.
- Data sets collected or created during the performance of the study including GIS files. Note that the Lexington-Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this study.
- One final presentation to the Corridors Commission and/or to the Lexington-Fayette Urban County Council. Submittal of final power point slides and accompanying talking points to be submitted.
- Any public display materials or presentations created in relation to the project, including those prepared for public and/or stakeholder meetings.

## **Proposal Requirements**

Proposals must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names, 1-page resumes, and hourly rates of staff who will contribute to at least 10% of the work product on this project. A project organizational chart is suggested, but not required.
- 3) An explanation of why your team is best suited to develop the Typology Study and Strategic Design Guide, including any unique experience(s) that sets your team apart.
- 4) Examples of up to three projects of similar scope performed by the firm, with an emphasis on projects performed by the personnel who will be assigned to the project. Including a brief description of your firm's and subcontractor's roles, timeline of project, and fees associated with each example. Include project references.
- 5) Outline of your team's project approach, with identified tasks and project milestones, and a schedule for completing the project within the suggested timeframe. Include the fee associated with each task / milestone.
- 6) The budget for the project is not to exceed \$150,000.

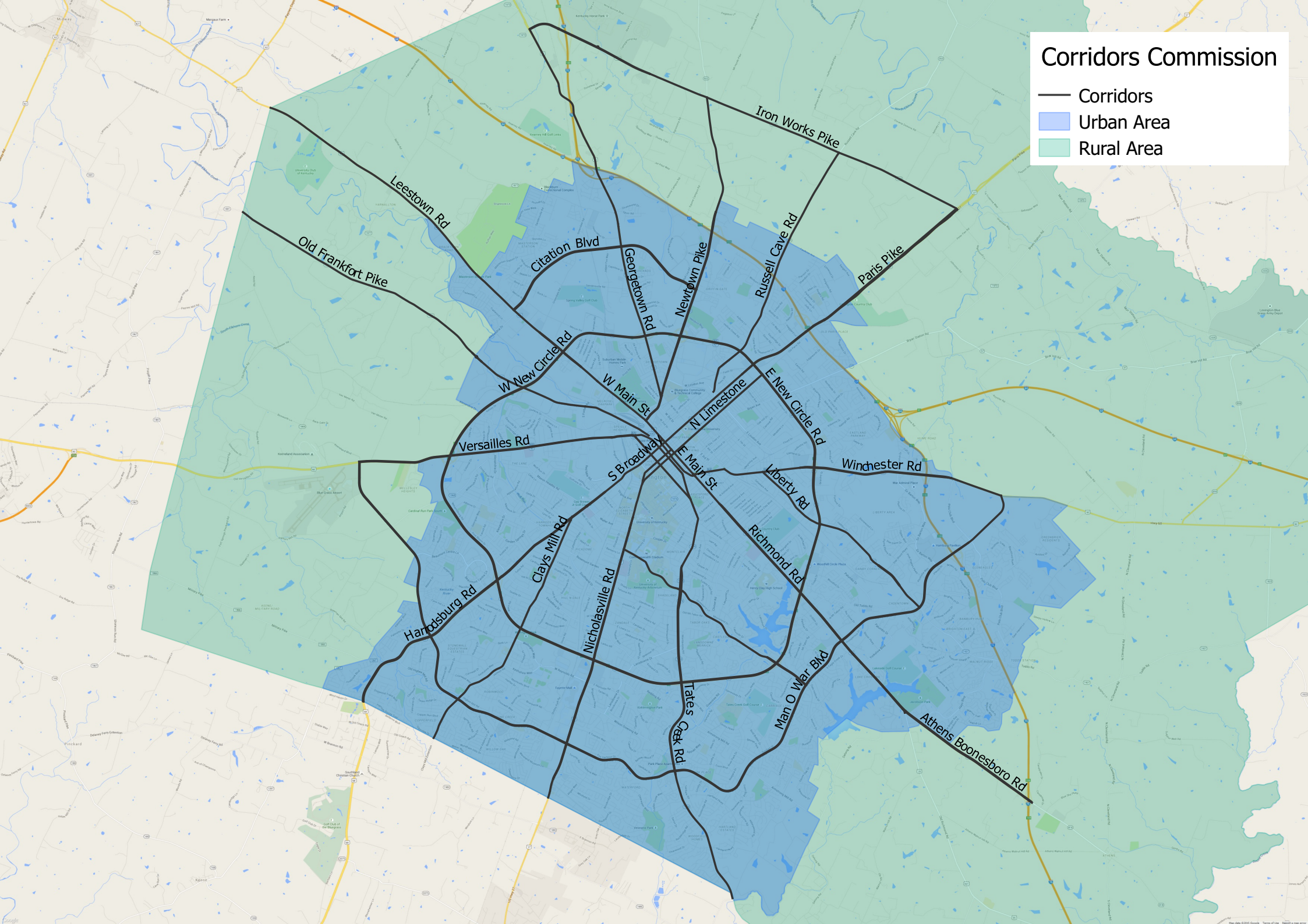
## **Selection Criteria**

A selection committee will evaluate and score the proposals based on the respondent's qualifications, level of knowledge, and experience working on projects of similar scope and scale. Selection criteria include:

- 1) Specialized qualifications, experience, and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **25 points**
- 3) Professionalism and completeness of the written proposal. **15 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**
- 5) Cost for proposal. **10 points**

# Corridors Commission

- Corridors
- Urban Area
- Rural Area





## *Corridors Commission*

### **Past Plans and Studies – Issued By Commission**

Winchester and New Circle Corridors Beautification

- Plan completion – August 2017 by MKSK Studios and Abby Jones Consulting
- Focus – landscaping/beautification; areas inside the intersection, coming in and on Winchester and New Circle Roads
- Project implementation – complete

Richmond Landscaping Plan – Phase I

Richmond Landscaping Plan – Phase II Corridor Landscape

Newtown Pike and Versailles Road Enhancement Projects

North Broadway Corridor Analysis

### **Related Plans and Studies – Not Issues By Commission**

Newtown Pike/Oliver Lewis Way (DRAFT) Extension Planting/Shelter Plan

Versailles Road Corridor Study 2015

Multi-Modal Corridor Improvements for Euclid and Avenue of Champions

Northeast New Circle Corridor Plan

### **Access**

<https://www.lexingtonky.gov/planning-resources>

[https://drive.google.com/file/d/1SI55LSbkxBGL\\_O4TS9VfMUFgyIVjVMS2/view?usp=share\\_link](https://drive.google.com/file/d/1SI55LSbkxBGL_O4TS9VfMUFgyIVjVMS2/view?usp=share_link)

**EXHIBIT "B"**

Certificate of Insurance





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/30/2023

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

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

| <b>PRODUCER</b><br>Aon Risk Services South, Inc.<br>Franklin TN Office<br>501 Corporate Centre Drive<br>Suite 300<br>Franklin TN 37067 USA | <b>CONTACT NAME:</b><br>_____               |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
|--|---|--|-------------------------------|--------|---|-------|--|-------|------------|--|------------|--|------------|--|------------|--|
|  | <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 | <b>FAX (A/C. No.):</b> (800) 363-0105  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| <b>E-MAIL ADDRESS:</b><br>_____  |   |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| <b>INSURED</b><br>Gresham Smith<br>222 2nd Ave S<br>Ste 1400<br>Nashville TN 37201-2373 USA  |   | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Ins. Co. of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B: The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: National Fire Ins. Co. of Hartford | 20478 | INSURER B: The Continental Insurance Company | 35289 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #                                      |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER A: National Fire Ins. Co. of Hartford  | 20478                                       |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER B: The Continental Insurance Company   | 35289                                       |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER C:   |   |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER D:   |   |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER E:   |   |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |
| INSURER F:   |   |  |                               |        |   |       |  |       |            |  |            |  |            |  |            |  |

**COVERAGES**      **CERTIFICATE NUMBER:** 570097565832      **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |             |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|-------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: _____ |           |          | 7034371592    | 08/31/2022              | 08/31/2023              | EACH OCCURRENCE  | \$1,000,000 |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$100,000   |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)   | \$15,000    |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY  | \$1,000,000 |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE  | \$2,000,000 |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG   | \$2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY      |           |          | 7034183705    | 08/31/2022              | 08/31/2023              | COMBINED SINGLE LIMIT (Ea accident)  | \$1,000,000 |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)   |             |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)   |             |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)   |             |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000  |           |          | 7034183722    | 08/31/2022              | 08/31/2023              | EACH OCCURRENCE  | \$1,000,000 |
|          |  |           |          |               |                         |                         | AGGREGATE  | \$1,000,000 |
| B        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          | WC734183719   | 08/31/2022              | 08/31/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |             |
|          |  |           |          | AOS           |                         |                         | E.L. EACH ACCIDENT   | \$1,000,000 |
|          |  |           |          | WC734347034   | 08/31/2022              | 08/31/2023              | E.L. DISEASE-EA EMPLOYEE   | \$1,000,000 |
|          |  |           |          | CA            |                         |                         | E.L. DISEASE-POLICY LIMIT  | \$1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Project Number: 46304.00, Project Name: LFUCG Corridors. Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Lexington-Fayette Urban County Government<br>Attn: Jennifer Carey<br>200 E. Main Street<br>Lexington KY 40507 USA | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Services South Inc.</i> |
|--|---|

Holder Identifier :

570097565832

Certificate No :





**EXHIBIT "C"**

Scope of Services; Proposal Response to RFP #68-2022

## **Project Understanding**

Our team understands the potential of the Corridor Typology Study and Strategic Design Guide to act as a decision-making tool for the Corridors Commission. As a public commission made up of Council District representatives, technical professionals, and citizens it is vital that this process results in a document that supports continuity among Commission members, education for public citizens and neighborhoods, and identifies short and long-term opportunities.

One of the biggest challenges is simply how to distill a large amount of information into a few simple typologies; 31 corridors is a huge area to study and because of our passion for transportation and placemaking we understand that it isn't just 31 corridors. Your Commission has 31 corridors to consider, each of which is made up of distinct places and characteristics. The images on this spread illustrate just one example of this complexity along the Richmond Road Corridor. This is just one corridor, but when you zoom in it includes at least four very different contexts: Downtown, Ashland/Idle Hour Neighborhoods, Old Todds Road, and the more rural/I-75 segment. Each of these corridor segments play a variety of roles for citizens and visitors alike. Any approach to placemaking, beautification, landscaping, pedestrian/bike safety and environmental improvements on this corridor should take these contexts into consideration.

This understanding is why we believe we are the team to lead this collaboration. We have the technical know-how to take complex information and distill it into simple and effective typologies. We understand that the initial analysis will be paramount in creating solid footing for a successful and sustainable decision-making tool that will inform Commissioners on future investments in these vital corridors and frankly, make the job easier.

## **Project Approach**

The 31 corridors are some of Lexington's most visible and public spaces that visitors and residents experience on a daily basis across the city. There are significant opportunities for placemaking, branding and wayfinding, gateways, landscape enhancements, and improving complete streets. Our team understands the complexity of planning and implementing these types of projects. With our experience and the Commission's ambition, we will work together to plan for significant and implementable improvements along the city's corridors.

Given that the Commission is a large group of people, we recommend the board creates a subgroup that will work closely with our team during the project. This Commission Subgroup will allow the project to meet the quick deadline and respond to our team's progress efficiently. As we outline in our deliverables and meetings summary, we still intend to present and meet with the full board at major milestones as noted. Below is an outline of our proposed approach to the five project tasks as stated in the RFP.

### **TASK 1**

#### **Corridor Assessment**

The project will begin by evaluating the corridors in their current state by assessing a variety of characteristics. These may include physical attributes like the presence of sidewalks, roadway classifications, and tree canopy as well as data that will help provide contextual understanding like demographics, neighborhoods, land use and parcel boundaries. The Gresham Smith team will compile and share a list of desirable data sets with LFUCG, identify gaps in the data and determine possible methods to quantify characteristics that are missing, understanding that the study can only support a high level data collection given the scale of the 31 corridors. As with any planning study, it is very important to comprehensively understand previous and ongoing studies, plans, and initiatives related to the corridors. Our team will review previous studies and plans completed for the corridors commission as well as other LFUCG planning studies and initiatives that may influence the outcomes of this project. Following the corridor assessment, our team will coordinate with the Commission Subgroup and facilitate a stakeholder open-ask session to ascertain project goals, priorities and placemaking ideas for the corridors. Our team understands the importance of building trust, credibility, early buy-in, and conveying objectivity with key decision makers and influencers in a process such as this and will collaborate with LFUCG to identify the appropriate individuals and organizations to invite into the planning process. The anticipated duration of Task 1 is six weeks.

### **TASK 2**

#### **Analysis & Typologies**

Using the data and findings from Task 1, the Gresham Smith team will develop a cumulative understanding of each corridor to be conveyed through a series of GIS spatial analyses, thematic maps, and high level observation which will serve to identify

where common themes, opportunities, and challenges exist across the 31 corridors. In turn, these areas of commonality will help categorize each corridor into a series of typologies that will guide considerations such as:

- Consideration of tactical and/or low cost improvements
- Opportunities for standard design treatments
- Treatments to improve safety and comfort
- Opportunities for beautification, aesthetic enhancements, and civic engagement
- Project feasibility/constructability
- Potential for positive economic impact

Additionally, grouping the 31 corridors into a smaller number of common typologies will serve to assist LFUCG in prioritizing funding allocations, intentionally aligning future improvements where they will best support each corridor and community, and support future corridor development. The anticipated duration of Task 2 is six weeks.

### **TASK 3**

#### **Identify Placemaking Strategies**

Based on our experience with corridor planning and design, our team is intimately familiar with the complexities related to corridor improvements and the opportunities to improve the public realm along major roadways.

Once the typologies are established the Gresham Smith team will develop a series of placemaking strategies to achieve the goals set forth in Task 1 by the Commission and the stakeholders. The strategies will be developed using our placemaking experience and supported by proven examples from peer cities. The strategies will likely include landscaping, stormwater management, tree plantings, public art, lighting, wayfinding, interpretive signage, and pedestrian and cyclist amenities. Our team will provide descriptions and images of the strategies along with precedent examples, and how the strategies can be applied across the typologies to achieve a more beautiful, safe, and welcoming city. The anticipated duration of Task 3 is four weeks.

#### **Task 1-3 Meetings and Deliverables**

- Kick-off Meeting with Commission Subgroup
- Progress Meeting with Commission Subgroup
- Host Open-Ask Session with key stakeholders
- Preliminary Study Progress Presentation at Corridors Commission Meeting
- Map of corridor typologies and associated data sets created
- Preliminary Study of Corridor Analysis, Typologies, and Strategies
- PDF of slides and talking points from Commission Meeting
- Source files will be provided for all deliverables, included but not limited to GIS shapefiles and datasets, PowerPoint files, word files, InDesign files, etc.

### **TASK 4**

#### **Develop Design & Resource Guide**

Gresham Smith envisions the Design and Resource Guide to be a handbook for the Commission to use as they make decisions related to funding and priorities. Our task is to create a handbook that is both comprehensive and simple. Using our experience developing similar guidebooks like the Multi-family Stormwater Manual we anticipate using clear graphic diagrams, maps, and imagery to describe the corridor typologies and the placemaking strategies.

We imagine the Design and Resource Guide Book to include the following sections:

- Why this is important
- How to use this guide
- Examples of design strategies
- Showcase the three concepts from Task 5 to illustrate potential applications in real context
- Priority decision matrix
- Document short and long term opportunities identified during the study
- Brief section introducing the community match grant

Furthermore, we believe the handbook will help communities and neighborhoods that want to apply for the Neighborhood Enhancement Match Grant Program. The book will provide educational information on the design strategies, cost implications, and long-term maintenance requirements. We also see an opportunity to evaluate the grant program through an equitable lens and hope to identify ways the program can more strongly encourage inclusion of under resourced communities. The anticipated duration of Task 4 is six weeks, plus additional time to finalize the book deliverable.

#### **TASK 5**

##### **Design Conceptual Plans**

To complete the Design and Resource Guide, the Gresham Smith team will develop three example conceptual designs. Working with the Corridors Subgroup, we will select three areas among the 31 corridors that present a wide variety of scenarios. These conceptual designs will showcase placemaking strategies in real context, include small to large scale investment opportunities and each concept will be applicable to other corridors. The Gresham Smith team will conclude by walking the Corridors Commission through the final concepts and guidebook and collecting final feedback before making final edits to the deliverables. The anticipated duration of Task 5 is four weeks.

##### **Task 4-5 Meetings and Deliverables**

- Progress Meeting with Commission Subgroup to review Design and Resource Guide Book and select up to three sites for conceptual plans
- Final Presentation of Strategies, Design & Resource Guide Book, and 3 Concept Plans
- Draft Design and Resource Guide Book (PDF for Commission Subgroup to review and provide feedback)
- Draft Conceptual Plans (PDF for Commission team to review and provide feedback)
- Slides and talking points from Commission Meeting
- Final digital report
- Source files will be provided for all deliverables, included but not limited to GIS shapefiles and datasets, PowerPoint files, word files, InDesign files, etc.



Gresham Smith



LFUCG

Corridors Typology Study and Strategic Design Guide  
RFP #68-2022 | Lexington, KY | January 5, 2023

## *We know corridors.*

Our transportation and urban design team is made up of regionally and nationally recognized leaders in corridor planning and design.

## *We design for community.*

Our landscape architects, designers and wayfinding experts understand Lexington and the unique placemaking and beautification opportunities that exist along each of the 31 corridors.

## *We plan for action.*

From projects like Town Branch Commons to Lexington's Stormwater Incentive Grants, our team has a track record of turning plans into award winning results for our clients.



### **Genuine Ingenuity**

333 West Vine Street  
Suite 1650  
Lexington, KY 40507

859.469.5610  
GreshamSmith.com

**Gresham  
Smith**

January 5, 2023

Dear Selection Committee,

The Corridors Commission plays a vital role in Lexington's image for visitors and residents through what we believe are our most important public spaces- our corridors. Your work has been integral to Lexington's brand and cultural identity since the Corridors Commission's inception in 2009.

The Corridors Typology Study and Strategic Design Guide is a logical next step in your progression for how the commission will evaluate, plan, and implement strategic investments along the 31 corridors under your purview. We believe this is an opportunity to provide a framework for decision making for the commission that will support long-term continuity for commission members; benefit the Neighborhood Enhancement Match Grant Program; and chart a path for equitable and sustainable investment in high impact placemaking projects benefiting communities, visitors, the environment and much more.

As a public commission, this process must result in highly useful tools that inform decision making by identifying both short and long-term opportunities. The resulting deliverables should be action-oriented, easy to follow and include ideas for pragmatic and implementable action items as well as unique and larger opportunities that require more detailed planning.

Evaluating these opportunities across 31 corridors is a lot to consider and will require the input of seasoned and diverse planning and design professionals. The Gresham Smith team prides ourselves on our knowledge and expertise when it comes to each aspect of this project.

The results of this project will be foundational for how this commission operates and help maximize the return on investment the community experiences from this program. Our team is excited at the opportunity to work side by side with the Commission and stakeholders to chart a path for the future of Lexington's corridors.

Sincerely,

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





Section 1.0  
**Who We Are**





Celebrating  
55 Years

More than 1,000 Professionals in  
25 Offices

### General Rankings

*Architectural Record (2022)*

- #25 Top 300 Architectural Firms

*Building Design + Construction Giants 400 (2022)*

- #9 Top Architecture/Engineering Firms

*Engineering News-Record (2022)*

- #84 Top 500 Design Firms
- #19 in Manufacturing
- #68 Top 100 Pure Designers



# Building Places People Love

Gresham Smith, a collaborative, multidisciplinary firm, is well prepared to lead this effort. Our local and regional staff have been working in Lexington for over a decade and are helping shape some of Lexington’s most transformative projects.

Those projects include Town Branch Commons, Splash! at Charles Young Park, a reimagining of Phoenix Park, we are currently working with LFUCG Planning on Imagine NE New Circle Road. As an office where urban design, planning and transportation professionals all work together day-to-day, we understand the implications of corridor planning and placemaking and are nationally recognized for this expertise.

#### Past Performance with LFUCG

- Splash! At Charles Young Park
- Sidewalk Connectivity Projects
- Town Branch Commons
- VDMS Maintenance Support
- Coldstream Industrial Campus Master Plan
- Reimagining Phoenix Park
- Town Branch Commons Construction Observation Admin & Inspection
- Lexington Area MPO - Bicycle and Pedestrian Master Plan Update
- Multiple Stormwater Quality Incentive Grants

Over  
**350**

Land Use and  
Transportation  
Studies

More than  
**65**

projects completed in  
Lexington, KY

**350+**

firmwide design and  
planning awards

# Subconsultants

When you work with us, you can expect a team that is as genuine in our passion as we are ingenious in our solutions. We have built a team of highly talented and innovative professionals who will bring a unique and diverse perspective to your project. Our team will work closely with your leadership team, stakeholders, and staff to develop a plan that is right for the Corridors Commission.

## Inside Out Design | [WBE](#)

When Andrea founded Inside Out Design, she had a vision of setting a higher standard for landscaping companies by designing and installing personalized landscapes using ecologically responsible practices. They believe landscaping is about so much more than plants: it's about improving the lives of their clients with livable outdoor spaces that encourage togetherness and an appreciation of nature. By 2011, the company had grown enough to move into a dedicated office, but it maintains the small, family-owned vibe it has always had. The Inside Out team continues to value first-class service, pride in craftsmanship, and ongoing education. The company specializes in all projects for landscape design and construction, and maintaining those projects.

### Services:

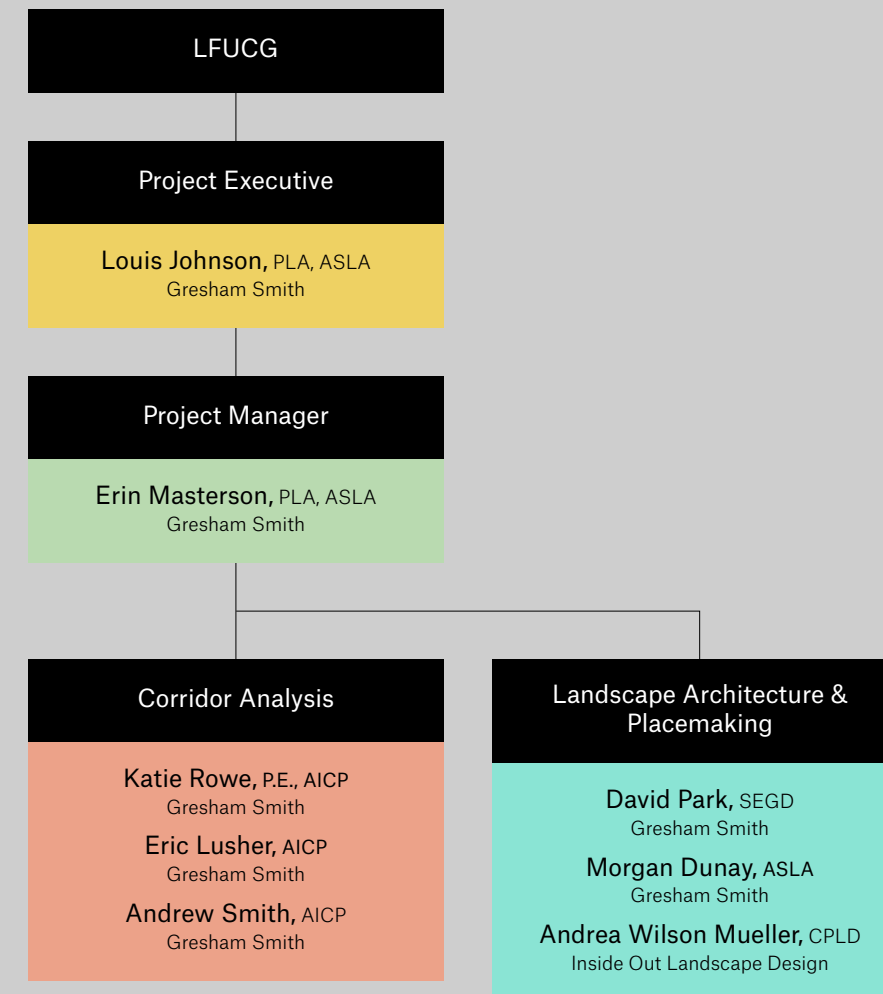
- Master plans and designs
- Landscape construction, hardscaping: walls, permeable pavers, patios, structures, etc.
- Landscape and specialty gardens focusing on natives and pollinator friendly plants
- LED landscape lighting
- Drainage, rain gardens and natural water solutions
- Landscape maintenance

Inside Out engages fully in their community and the communities they work in. Each year, Inside Out Design chooses one or several community projects and focuses on environmental education. They are proud to serve their community and outreach for environmental causes and promote nature. From outdoor classrooms, to donated trees, to designs, they've collaborated with the community to build better relationships with nature.



# Our Team

Our team is led by locally based professionals who will be supported by national experts. Our team includes our most qualified planners and engineers, who also have the appropriate capacity to produce the work within your quality and schedule commitments.





Fifth Third Pavilion  
Nashville, TN

Section 2.0  
**Resumes**







## Louis R. Johnson, PLA, ASLA

**Project Executive**  
Gresham Smith

Louis is an award-winning landscape architect, urban designer and project executive. His experience covers broad regional and urban design and corridor planning and design, as well as detailed landscape architectural site design. He is a leader in the field of urban design and landscape architecture, and has spoken at the International Placemaking Summit as well as National Landscape Architecture Conferences on Equitable Design and Planning processes. Louis has led planning and public space projects in Lexington for years and was recently appointed by Mayor Linda Gorton as an Advisor to Lexington's Sustainable Growth Task Force.

As **Project Executive**, Louis will ensure that the Corridors Typology Study and Strategic Design Guide process is always at the forefront and that our team is delivering to your expectations.

### Years of Experience

14

### Education

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

### Registrations

Landscape Architect: KY

### Memberships/Affiliations

American Society of Landscape Architects  
American Planning Association  
2022 Bingham Fellow - Leadership Louisville

## Relevant Projects

NE New Circle Road Corridor Study - Lexington-Fayette  
Urban County Government (LFUCG) | *Lexington, KY*

Town Branch Commons - LFUCG | *Lexington, KY*

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

Parkland Plaza - TreesLouisville | *Louisville, KY*

North Avenue Complete Street Concept and Design |  
*Atlanta, GA*

Eastern Parkway Transportation Plan - Louisville Metro |  
*Louisville, KY*

Chastain Road LCI Corridor Study - Town Center CID |  
*Kennesaw, GA*

Joseph E Lowery Complete Street Design | *Atlanta, GA*

Ashford Dunwoody Road Corridor Study - City of  
Brookhaven | *Brookhaven, GA*

Louisville Loop Trail at McNeely Lake Park | *Louisville, KY*

Bryan Avenue People Street Concept Planning - North  
Limestone Community Development Corporation |  
*Lexington, KY*

Tiger Grant Application - LFUCG | *Lexington, KY*

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

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

Louisville Olmsted Parkway MultiUse Trail - HNTB  
Companies, *Louisville, KY*

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

Rangeland Road - Louisville Metro, *Louisville, KY*



## Erin Masterson, PLA, ASLA

**Project Manager**  
Gresham Smith

A project manager and senior landscape architect, Erin advocates for better public spaces within her community through active transportation planning, green infrastructure, and community engagement. Her breadth of work spans master planning, streetscapes, parks, campus design, commercial development, local stormwater incentive grants, corridor planning and she is leading construction administration for Town Branch Commons, a greenway through downtown Lexington, Kentucky.

As **Project Manager**, Erin will be responsible for leading the project team through all phases of the project. She will be the day-to-day contact and will act as the liaison between the Corridors Commission and the planning team.

Her tenure living and working as a landscape architect across Lexington will provide a solid foundation to the planning and beautification effort.

### Years of Experience

14

### Education

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

### Registrations

Landscape Architect: KY

### Memberships/Affiliations

American Society of Landscape Architects  
LFUCG Courthouse Area Design Review Board  
Kentucky Landscape Architect License Board

## Relevant Projects

NE New Circle Road Corridor Study - Lexington-Fayette  
Urban County Government (LFUCG) | *Lexington, KY*

Parkland Plaza - TreesLouisville | *Louisville, KY*

Charles Young Park - LFUCG | *Lexington, KY*

Phoenix Park - LFUCG | *Lexington, KY*

900 Block Multi Family Retrofit, Stormwater Grant -  
Frontier Highway | *Lexington, KY*

Bicycle Master Plan 2020 - University of Kentucky |  
*Lexington, KY*

Chattahoochee RiverLands Greenway Study - Atlanta  
Regional Commission | *Atlanta, GA*

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

Northland Drive Stormwater Improvements - Frontier  
Highway | *Lexington, KY*

Downtown Master Plan - City of Danville | *Danville, KY*

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

LCI-Bells Ferry Operational Study - Town Center CID |  
*Kennesaw, GA*

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

Highway Safety Improvement (HSIP) Program - KYTC |  
*Louisville, KY*

Chastain Road LCI Corridor Study - Town Center CID |  
*Kennesaw, GA*



## Katie Rowe, P.E., AICP

Transportation Engineer & Planner  
Gresham Smith

Katie brings her experience in planning and design of multimodal transportation along with traditional roadway design experience to provide a holistic planning and design approach, with safety of all users as the primary design focus. She has experience in both urban and rural roadway design, and experience in meeting the needs of all users for each roadway type.

**Katie's role** on this team will be two-fold. Katie will be our in house complete street expert, having recently led the KYTC complete street manual and numerous award-winning corridor plans. Katie will also work closely with Eric and Andrew on the corridor typology analysis and support the design guide and concept plans.

### Years of Experience

11

### Education

Bachelor of Science, Engineering, University of Southern Indiana

### Registrations

Professional Engineer: KY

### Memberships/Affiliations

American Society of Highway Engineers  
Institute of Transportation Engineers  
American Planning Association

### Accreditations/Certifications

American Institute of Certified Planners

## Relevant Projects

Complete Streets Manual - KYTC | *Statewide, KY*

Town Branch Commons - Lexington-Fayette Urban County Government (LFUCG) | *Lexington, KY*

Sidewalk Connectivity Projects - LFUCG | *Lexington, KY*

4th Street Improvements - Louisville Metro Economic Development | *Louisville, KY*

Urban Bike Network Design Services - Louisville Metro | *Louisville, KY*

Urban Bike Network (2017 - 2019) - Louisville Metro Department of Public Works & Assets | *Louisville, KY*

Eastern Parkway Transportation Plan - Louisville Metro | *Louisville, KY*

Bicycle Master Plan 2020 - University of Kentucky | *Lexington, KY*

Broadway Master Plan Louisville Metro Advanced Planning and Sustainability | *Louisville, KY*

Downtown Master Plan - City of Danville | *Danville, KY*

McNeely Lake Park Access Road and Trails - Louisville Metro Parks | *Louisville, KY*

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

Hubbards Lane Widening - Louisville Metro | *Louisville, KY*

Hubbards Lane, Phase 2 - Louisville Metro | *Louisville, KY*

Rangeland Road - Louisville Metro | *Louisville, KY*

West Market Street, Construction Administration - Louisville Metro | *Louisville, KY*

Buechel Bank Road Redesign - Louisville Metro | *Louisville, KY*

East Market Street, NuLu Streetscape Phase 2 - Louisville Metro | *Louisville, KY*



## Eric Lusher, AICP

Transportation Planner  
Gresham Smith

Eric is an award winning Urban Planner specializing in the integration of both transportation and community planning with community engagement. Eric has demonstrated success delivering a wide variety of Plans including CTPs, MTPs, Bike & Ped Plans, LCI and Small Area Plans, Comprehensive Plans, Corridor Studies, Revitalization Plans, and Project Scoping Studies. Eric's commitment to preparing bicycle and pedestrian plans includes his role leading the inaugural Brookhaven Bicycle, Pedestrian, & Trail Plan as well as several other communities including Henry County, Gwinnett County, the City of Roswell, the City of Dunwoody, and City of Columbus.

**Eric's role** on this team will be to put his 20 years of award winning experience to work leading and advising the corridor typology analysis process in collaboration with Katie and Andrew. Eric has worked on numerous similar studies and understands the value of creating thoughtful objective planning processes.

### Years of Experience

20

### Education

Master of Science, Urban and Regional Planning, Florida State University

### Accreditations/Certifications

American Institute of Certified Planners (AICP) #023406

### Memberships/Affiliations

American Planning Association  
Georgia Planning Association

## Relevant Projects

Jimmy Carter/Mountain Industrial Boulevard Corridor Study - City of Tucker | *Tucker, GA*

SMART Woodstock Corridor Study & Citywide Strategy - City of Woodstock | *Woodstock, GA*

Jesse Jewell Corridor Study - City of Gainesville | *Gainesville, GA*

SR 74 Comprehensive Corridor Study - Fayette County | *Fayette County, GA*

Winters Chapel Road Corridor Study - Peachtree Corners | *Peachtree Corners and Dunwoody, GA*

Gwinnett Place CID Corridor Studies - Gwinnett County | *Gwinnett County, GA*

St. Simons Island - Corridor Studies | *St. Simons Island, GA*

SR 5 Bright Star Corridor Study - City of Douglasville | *Douglasville, GA*

Buford Highway Corridor Study - City of Suwanee | *Suwanee, GA*

Liberty Veterans Parkway Corridor Study - Liberty Consolidated Planning Commission | *Hinesville, GA*

Connect Six SR 6 Corridor Study

RTOP and Statewide Signal Timing | *(various corridors throughout state of Georgia)*



## Andrew Smith, AICP

**Transportation Planner**  
Gresham Smith

Andrew is a transportation planner with experience in collecting, analyzing and managing data related to multimodal design. He has a broad range of experience in corridor and sub-area plans, and excels in needs assessments and GIS analysis. Andrew was a key team member in the update of Gwinnett County Transit's Title VI Plan Update. His on-call experience includes task orders completed for the Southern Georgia Regional Commission.

**Andrew's role** on this team will be to put his years planning experience compiling detailed data collection and analysis to work leading the corridor typology analysis. Andrew is well versed in assembling complex data sets to develop thoughtful and informative analysis to inform long term strategic planning.

### Years of Experience

5

### Education

Master Degree, City and Regional Planning, Georgia Institute of Technology  
Bachelor of Science, Geography, University of Georgia

### Memberships/Affiliations

American Planning Association

### Accreditations/Certifications

American Institute of Certified Planners (Candidate)

## Relevant Projects

Bicycle Master Plan 2020 - University of Kentucky | *Lexington, KY*

Freight Cluster Plan - Aerotropolis Atlanta Community Improvement Districts (AACIDs) | *Atlanta, GA*

Chattahoochee RiverLands Greenway Study - Atlanta Regional Commission | *Atlanta, GA*

Lake Jackson Greenway - Blueprint | *Tallahassee, FL*

GDOT 0008042 Decatur SR 1 SR 38 from CR 393 Bethel Road to CR 208 Whigham Road | *Bainbridge, GA*

Sandy Springs TS193 Hammond Drive Corridor Design | *Sandy Springs, GA*

Lafayette Road Widening (Right of Way Phase) | *Clarksville, TN*

LCI-Bells Ferry Operational Study - Town Center CID | *Kennesaw, GA*

NW Atlanta Industrial Area Freight Study - City of Atlanta | *Atlanta, GA*

Dresden Drive Intersection Improvement Analysis - City of Brookhaven | *Brookhaven, GA*

Pleasant Ridge Road Improvements, Phase II City of Knoxville | *Knoxville, TN*

Chastain Road LCI Corridor Study - Town Center CID | *Kennesaw, GA*

North Druid Hills Corridor - City of Brookhaven | *Brookhaven, GA*

Regional Safety Strategy - Atlanta Regional Commission | *Atlanta, GA*



## Morgan Dunay, ASLA

**Landscape Designer**  
Gresham Smith

Morgan is a landscape designer on our land planning team. Her focus is on master planning, stormwater management, and community engagement on large-scale projects with significant community impacts. Forward-thinking and people-driven, Morgan believes that landscape architecture, coupled by collaboration with community leaders, can change people's lives. She is innovative in her approach to architecture and design to encourage community engagement with the outdoors and promote sustainability in all projects. She has received numerous awards and recognitions from the Kentucky ASLA and Central State ASLA throughout her career.

**Morgan's role** on this team will be to support the planning process, concept development and alongside our graphic design team lead the development of the strategic design guide. Morgan is well versed in creating beautiful, intuitive documents that explain complicated planning and design topics in simple ways.

### Years of Experience

3

### Education

Master of City and Regional Planning, Regional Planning, Kansas State University  
Bachelor Degree, Landscape Architecture, University of Kentucky

## Relevant Projects

NE New Circle Road Corridor - Lexington Fayette Urban County Government (LFUCG) | *Lexington, KY*

Parkland Plaza - TreesLouisville | *Louisville, KY*

Phoenix Park - LFUCG | *Lexington, KY*

Eastern Parkway Transportation Plan - Louisville Metro | *Louisville, KY*

Bicycle Master Plan 2020 - University of Kentucky | *Lexington, KY*

Beargrass Creek Legacy Project - Congress for the New Urbanism | *Frankfort, KY*

Chattahoochee RiverLands Greenway Study - Atlanta Regional Commission | *Atlanta, GA*

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

LCI-Bells Ferry Operational Study - Town Center CID | *Kennesaw, GA*

Infrastructure Upgrades | *Covington, TN*

Haywood County Infrastructure - Tipton County Review | *Brownsville, TN*

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

Chastain Road LCI Corridor Study - Town Center CID | *Kennesaw, GA*

Regional Safety Strategy - Atlanta Regional Commission | *Atlanta, GA*





## David Park, SEGD

Signage & Wayfinding  
Gresham Smith

David is a senior experiential designer who has worked extensively on environmental graphic programs for mixed-use, corporate, hospitality and retail clients throughout the U.S. and internationally. David is particularly skilled in logical wayfinding and signage design that is congruent with its architectural or landscape environment, and design detailing. The equally balanced left-right brain thinker wants his signage to help people navigate their environment stress-free.

**David's role** on this team will be to offer insight on the strategic design guide specifically related to identifying opportunities for placemaking, branding, and wayfinding. David's work will be expressed in the concept plans and help shape the long-term opportunities throughout the 31 corridors.

**Years of Experience**  
28

**Education**  
Bachelor of Science; Industrial Design; Georgia Institute of Technology

### Relevant Projects

US 64 Bridge over Ocoee Rive - TDOT - | *Copperhill, TN*  
Statewide Decommissioning, T3 Phase 2 - State of Tennessee | *Nashville, TN*

Wayfinding Signage System - City of Knoxville | *Knoxville, TN*

Consolidation and Densification Plan - State of Tennessee | *Nashville, TN*

Roadway & Garage Signage, Phase 1 - Fort Lauderdale-Hollywood International Airport (FLL) | *Fort Lauderdale, FL*

Planning Projects - Dallas/Fort Worth International Airport (DFW) | *Dallas, TX*

Williamson County Drug Development Unit - Sarah Cannon | *Franklin, TN*

Dallas ESC - Architectural Services - Deloitte LLP | *Dallas, TX*

Child Care Center at Capitol View - HCA Healthcare | *Nashville, TN*

Capitol View Headquarters - LifeWay Christian Resources | *Nashville, TN*

Wayfinding Study and Signage Upgrade - Philadelphia International Airport (PHL) | *Philadelphia, PA*

1100 Charlotte Pike, Capitol View Headquarters of Parallon, Sarah Cannon + HealthTrust - HCA Healthcare | *Nashville, TN*

SkyConnect Automated People Mover and Rental Car Center - Tampa International Airport (TPA) | *Tampa, FL*

Main Library Parking Garage Expansion - Metro Nashville | *Nashville, TN*

SkyCenter Site Development, Atrium and Pedestrian Bridge - Tampa International Airport (TPA) | *Tampa, FL*

222 Second Avenue South - Hines | *Nashville, TN*

Wayfinding Assessment Task 1 Part A - Los Angeles International Airport (LAX) | *Los Angeles, CA*

LeConte Center/City Parking Wayfinding Program - City of Pigeon Forge | *Pigeon Forge, TN*



## Andrea Wilson Mueller, CPLD

Certified Professional Landscape Designer  
Inside Out Design

The nationally and locally based design professionals proposed for this project not only include our most qualified planners and engineers, these individuals also have the appropriate capacity to produce the work within your quality and schedule commitments. In addition to donating projects, Andrea has served or is currently serving on several boards, solely dedicated to the betterment of their community.

**Andrea's role** on this team will be to put her hands on experience to work informing both short and long-term opportunities. Her expertise in landscape design, installation and maintenance will provide valuable insights for the overarching vision while providing critical knowledge that will inform financial and long-term maintenance feasibility.

**Years of Experience**  
19

**Education**  
University of Kentucky College of Design, Lexington, KY  
Bachelor of Arts in Design

### Relevant Projects

Landscape Design - Buffalo Trace Distillery Eagle Rare | *Frankfort, KY*

Landscape Design - Cumberland Mint | *Williamsburg, KY*

Landscape Installation and Maintenance - Second Street | *Frankfort, KY*

Installation - Second Street Tiger Grant | *Frankfort, KY*

Landscape Plan (Donated master plan, trees, and raised beds) - Frankfort High School | *Frankfort, KY*

Landscape Design and Community Development - Farm to School Second Street School | *Frankfort, KY*

Tree Replacement Plan - Frankfort Cemetery | *Frankfort, KY*

Landscape Installation - Mayo Underwood Building, DW Wilburn | *Frankfort, KY*

Landscape design and installation donation of living sculpture 'Metamorpho-Nest' - Josephine Sculpture Park | *Frankfort, KY*

Landscape Design and Installation - Kentucky Horse Park | *Georgetown, KY*

Design and Installation - Investors Heritage Native Garden | *Frankfort, KY*

Tree Plan and Planting - Woodland Farm Pond | *Frankfort, KY*



# Hourly Rates

| Professional Services Classification | Rate/Hour |
|--------------------------------------|-----------|
| Project Executive                    | \$275.00  |
| Project Manager                      | \$250.00  |
| Transportation Planner               | \$200.00  |
| Senior Landscape Architect/Planner   | \$200.00  |
| Project Landscape Architect/Planner  | \$160.00  |
| Landscape Designer                   | \$100.00  |

## Fee Breakdown

### Total

\$150,000

### Task 1, 2 & 3

Submission of preliminary study (60%) - \$90,000

- Task 1 - \$20,000
- Task 2 - \$55,000
- Task 3 - \$15,000

### Task 4

Submission of draft final study and design guide (80%) - \$30,000

### Task 5

Submission of approved final study and design guide (100%) - \$30,000

We leverage the expertise and collaborative thinking of transportation engineers, landscape architects and planners to provide

custom solutions  
that help you  
grow livable  
communities.



Splash! at Charles Young Park  
Lexington, KY



Section 4.0  
**Why Gresham Smith?**





# Why Us?

Our in-house, multidisciplinary team of planning, transportation, and placemaking experts work side by side all day. This collaborative relationship elevates our ability to best serve our clients and deepens our knowledge both of the constraints, but also the opportunities that exist along our most vital and visible public spaces, our corridors.



Woodland Garden  
Louisville, KY

KYTC Complete Streets Manual  
Statewide



Scan code with mobile phone camera to see the first ever KYTC Complete Streets manual written by our team at Gresham Smith.



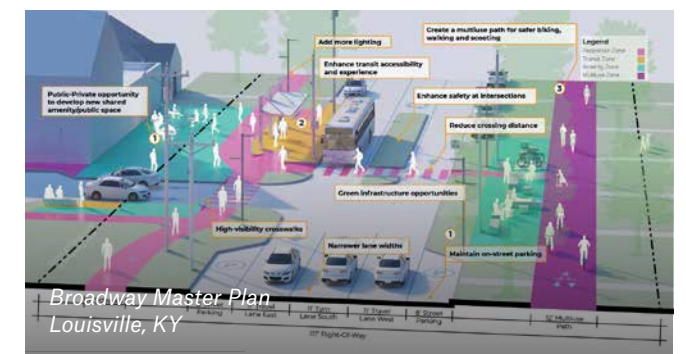
Eagle Rare Landscape Design  
Frankfort, KY  
Inside Out Landscape Design



Imagine New Circle Plan  
Lexington, KY



Tulsa International Airport Gateway Design  
Tulsa, OK



Broadway Master Plan  
Louisville, KY

Here are six specific examples of why our team is best suited to support your work:

1

**We are seasoned and award-winning placemakers**

Our planners, urban designers and landscape architects have delivered catalytic corridor and placemaking projects of all scales from the 2-mile long Town Branch Commons to the soon to be completed renovations underway at Charles Young Park.

2

**We are national experts in planning and analysis**

Our transportation planners have developed award-winning mapping and analysis techniques from regions like the 385-square mile study area of the Dallas, Texas Bike Plan to our current work on the 5.5-mile long, Imagine New Circle Corridor Plan here in Lexington. This expertise will allow our team to develop corridor typologies efficiently and thoughtfully to meet your needs.

3

**We understand the jurisdictional landscape**

Our team of engineers and planners literally wrote KYTC's Complete Streets manual. We have worked with KYTC, LFUCG, the Lexington Area MPO, and local utility providers for years. Because of this, our team understands how to respond thoughtfully and creatively to the critical infrastructure that often creates barriers to beautification in our corridors.

4

**We get our hands dirty**

We don't just create pretty pictures and planning documents. Our team is comprised of implementation experts including, Inside Out Design, our project partner, a Woman-Owned Landscape Design firm who has implemented projects for the likes of the City of Frankfort and Buffalo Trace. We understand the cost, implementation challenges and long-term maintenance needs of these types of projects.

5

**We are national experts in wayfinding and signage**

Our in-house team of wayfinding and signage experts have designed and implemented award-winning branding and wayfinding signage programs across the country. They have worked at all scales from educational signage at Charles Young Park and Town Branch Commons, to major gateway signage and wayfinding programs at international airports.

6

**We develop award winning manuals and guidebooks**

We understand there is a difference between a design guide and typical planning document. Our team of technical experts alongside our in-house graphic design team have developed numerous, public-facing design manuals. Whether its documents that are meant for citizens or technical experts, we understand these deliverables must be intuitive, educational, and useful to be successful.



Town Branch Commons,  
Lexington, KY

Section 4.0  
**Experience**





## Relevance to Your Project

- Showcases our ability to coordinate with complex infrastructural challenges within the public right of way.
- Implemented a complete street design and approach through a prominent downtown corridor.
- Developed a number of placemaking design strategies that highlight Town Branch and the iconic Bluegrass Region.
- Implemented a native landscape palette that addresses stormwater, tree canopy, pollination, while also compliant with KYTC.
- Created a suite of wayfinding and interpretive signs to educate the public.

### Location

Lexington, KY

### Size

2.2 miles

### Dates

2017 - Present

### Personnel

Louis Johnson  
Erin Masterson  
Katie Rowe  
Morgan Dunay

### Fee

Design: \$2,300,000  
Construction: \$20,1934,000

### Reference

Brandi Peacher  
Director of Project Management  
LFUCG  
859.258.3152

### Awards

2022 Federal Highways  
Administration Environmental  
Excellence Award



# Town Branch Commons

LFUCG

Gresham Smith was selected to design Town Branch Commons, a 2.2-mile multimodal trail, greenway and park system in downtown Lexington, Kentucky. The project is a perfect example of how Lexington's primary corridors can create safe, beautiful, and environmentally friendly public rights-of-way.

Town Branch Commons traces the route of Town Branch Creek, the city's original water source that now runs under Lexington's streets. In addition to its local role beautifying Midland Avenue and Vine Street, the greenway serves as the centerpiece of a city-wide park system, linking Lexington's urban core with the Bluegrass countryside.

The greenway accommodates pedestrians and cyclists, connecting more than 22 continuous miles of protected bike and pedestrian paths. Through this complete street project our team has implemented massive improvements to bicycle, pedestrian, transit and vehicular systems all while implementing a world class, ecologically minded public space system. The system connects urban, suburban and rural parts of the city, meaning residents who live near the 22-mile corridor will have safe, healthy mobility choices.

In addition to improving connectivity and traffic, the greenway also introduces a number of environmental benefits and has been recognized nationally in 2022 by the Federal Highways Administration for environmental excellence. The project incorporates green infrastructure throughout downtown using features such as urban rain gardens, stormwater-capturing green streets, pervious paving and educational signage.







## Parkland Plaza

TreesLouisville

Parkland Plaza is located at the intersection of two historically important corridors (Dumesnil and 28th Streets) in Louisville’s historic Parkland Neighborhood. Originally a vibrant commercial hub near Muhammad Ali’s childhood home, this site was left behind after urban renewal segregated metro Louisville in the 1960’s.

In spite of this adversity, Parkland residents and business owners, together with Center For Neighborhoods, TreesLouisville and Louisville Metro Government, developed a vision for transforming a publicly owned vacant lot at this important intersection. The community vision laid the ground work to transform this parking lot into what it is today, a multi-use community green space where kids can safely play, community and civic groups can meet, local businesses can host pop-up shops and residents can convene for coffee breaks. Gresham Smith jumped at the chance to be an integral part of implementing this vision, leading the design, supporting construction and even helping secure donations for community-desired furniture.

Parkland Plaza which opened in the summer of 2022 represents the type of creative opportunities that exist on underutilized public land adjacent to important corridors. This project serves as a prime example of the small, but high impact investments that Lexington’s Corridors Commission could support. These types of projects not only improve community aesthetics, but through creative planning and partnerships can provide multiple benefits to historically under resourced communities.

### Relevance to Your Project

- Project led, programmed and maintained by neighborhood business association.
- Project funded by multiple grant sources.
- Showcases equitable placemaking investment on a publicly-owned parking lot adjacent to two vital public rights of way in the Parkland Neighborhood.
- Project showcases multiple placemaking tools including local artists-developed murals, community programming and simple and effective landscaping strategies.
- Budget and scale is representative of the type of impact Corridors Commission projects could have in under resourced neighborhoods.

**Location**  
Louisville, KY

**Size**  
0.3 Acres

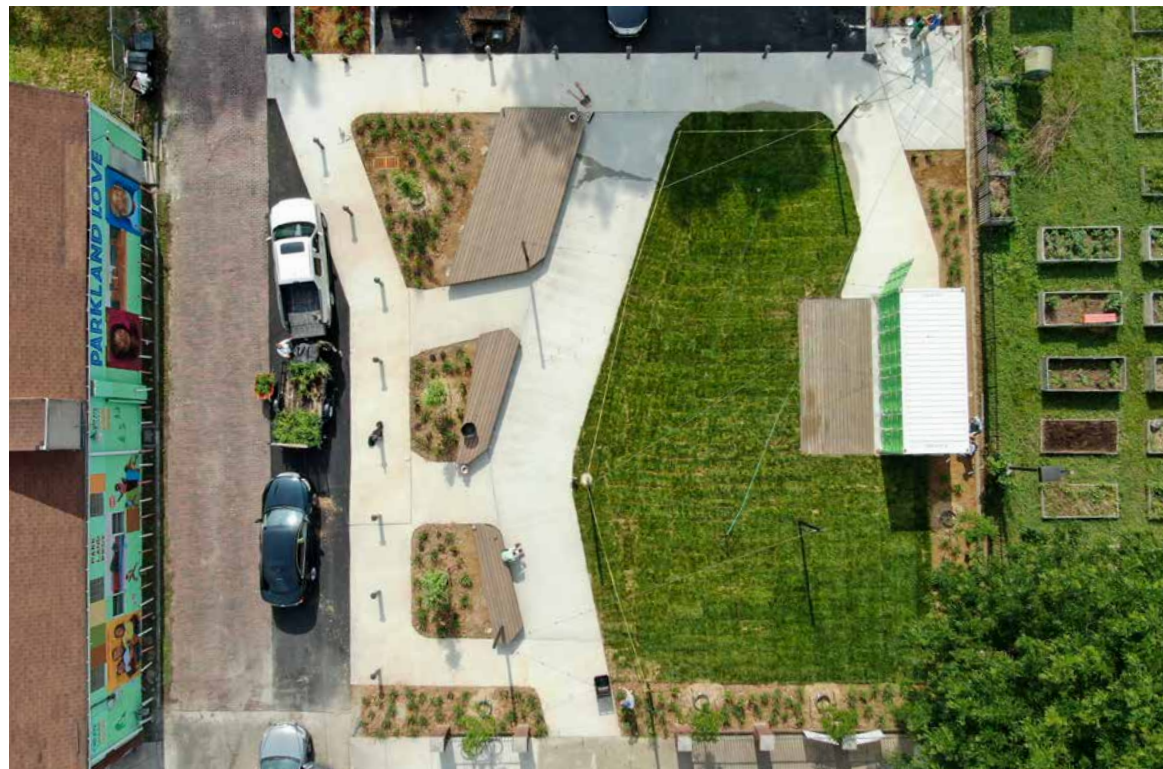
**Dates**  
Jan 2021 - July 2022

**Personnel**  
Louis Johnson  
Erin Masterson  
Morgan Dunay

**Fee**  
Design: Confidential  
Construction: \$300,000

**Reference**  
Cindi Sullivan  
Executive Director  
TreesLouisville  
cindi@treeslouisville.org

**Award**  
KY ASLA Merit Award Design





## Relevance to Your Project

- Design guide intended for both technical and public consumption.
- Utilized three case study sites to showcase conceptual demonstrations that could be applied to other/similar sites.
- Resulted in the implementation of multiple award winning projects.
- Won award for outstanding project program or tool from the Kentucky Chapter of the American Planning Association.
- Project was written about in the National Landscape Architecture Magazine

**Location**  
Lexington, KY

**Dates**  
2017-2022

**Personnel**  
Louis Johnson  
Erin Masterson

**Fee**  
24,950.00

**Reference**  
Price Bell  
859.321.5117  
price@frontierhighway.com

Frank H. Mabson Jr.  
Program Manager Sr.  
Division of Water Quality  
859.367.4942  
fmabson@lexingtonky.gov

**Awards**  
KY APA: Outstanding Project/  
Program/Tool  
KY ASLA: Award of Excellence  
Planning & Analysis  
KY ASLA: Merit Award Design  
Northland Drive

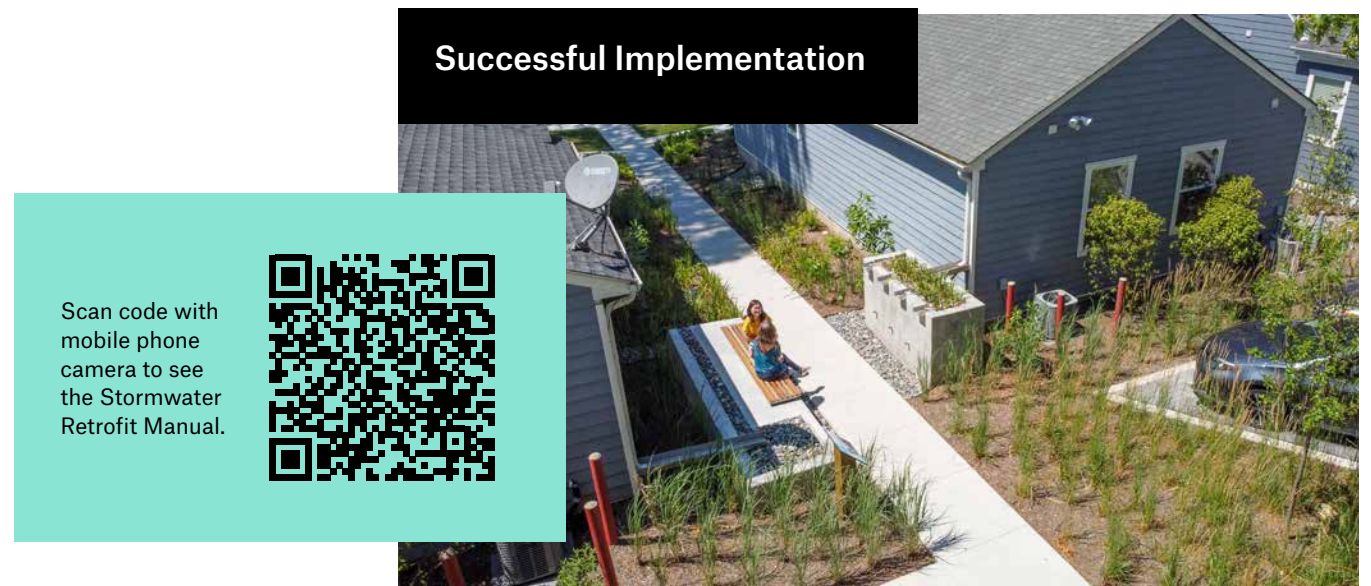


# Multifamily Stormwater Retrofit Manual

LFUCG Stormwater Quality Incentive Grant

The Multifamily Stormwater Retrofit Manual was produced in 2017 by Gresham Smith utilizing LFUCG Stormwater Quality Incentive funds for a local multi-family property owner, Frontier Highway. The intent of the manual was to help our client find creative ways to improve stormwater quality on properties that were also ready for an upgrade/beautification. The resulting design guide defined a series of strategies/design typologies that were then showcased using three case study sites. Each of these case studies helped to explain the design strategies and values of those investments. The manual can be used by City agencies and multifamily property owners alike to illustrate how to improve stormwater quality while also improving other aspects of their properties.

Like the corridor typology study, the manual uses three case study concepts as a basis for understanding the multiple layers of benefits provided by landscape enhancement projects in addition to stormwater improvements. Happily, this manual has led to multiple built projects, like the pictured Raingardens at 900-Block. This project showcases numerous strategies from the manual on the highly visible North Limestone corridor. This project improves stormwater quality, beautifies the property, improves pedestrian safety, provides public educational signage, and is proof that the design guide created a solid foundation for future success when it came time for implementation.





NE New Circle Road,  
Lexington, KY

Section 5.0  
**Project Approach**



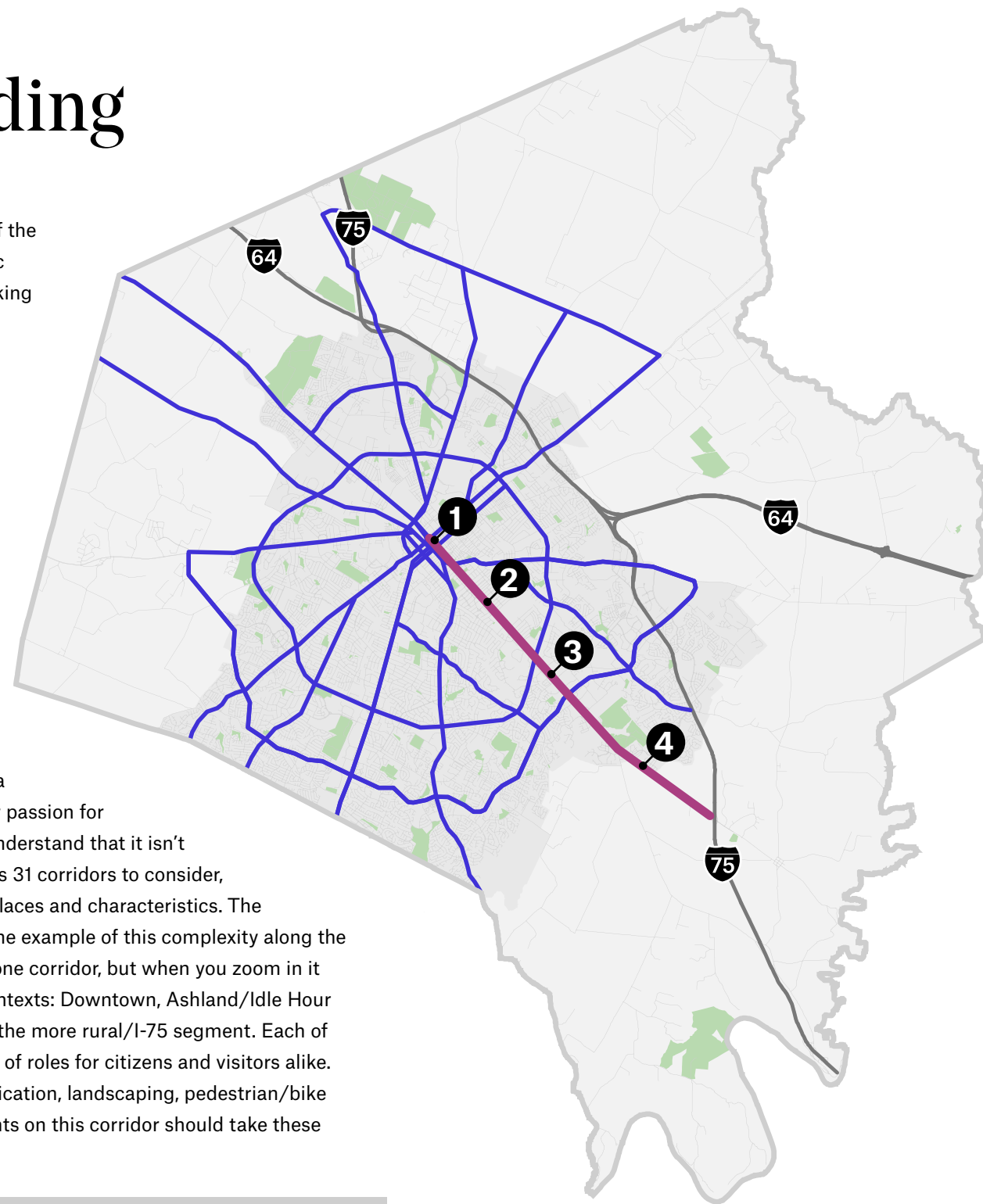


# Project Understanding

Our team understands the potential of the Corridor Typology Study and Strategic Design Guide to act as a decision-making tool for the Corridors Commission. As a public commission made up of Council District representatives, technical professionals, and citizens it is vital that this process results in a document that supports continuity among Commission members, education for public citizens and neighborhoods, and identifies short and long-term opportunities.

One of the biggest challenges is simply how to distill a large amount of information into a few simple typologies; 31 corridors is a huge area to study and because of our passion for transportation and placemaking we understand that it isn't just 31 corridors. Your Commission has 31 corridors to consider, each of which is made up of distinct places and characteristics. The images on this spread illustrate just one example of this complexity along the Richmond Road Corridor. This is just one corridor, but when you zoom in it includes at least four very different contexts: Downtown, Ashland/Idle Hour Neighborhoods, Old Todds Road, and the more rural/I-75 segment. Each of these corridor segments play a variety of roles for citizens and visitors alike. Any approach to placemaking, beautification, landscaping, pedestrian/bike safety and environmental improvements on this corridor should take these contexts into consideration.

This understanding is why we believe we are the team to lead this collaboration. We have the technical know-how to take complex information and distill it into simple and effective typologies. We understand that the initial analysis will be paramount in creating solid footing for a successful and sustainable decision-making tool that will inform Commissioners on future investments in these vital corridors and frankly, make the job easier.



- Corridors
- Urban - Service Area
- Parks
- Interstate

1



**Downtown**

A dense mixed-use urban condition, the corridor is the gateway to Downtown in the most constricted right of way where space is at a premium.

2



**Ashland/Idle Hour**

Moving away from Downtown, the right of way broadens leaving ample room for the beautiful existing tree-lined boulevard condition. Here the corridor is acting as a gateway to residential neighborhoods.

3



**Old Todds Road**

The right of way continues to expand as traffic speeds pick up. Here, Richmond Road is a vital connector to major gateways like New Circle Road and Man o' War and is an important connector to commercial areas, a medical district and adjacent communities.

4



**I-75/Athens Boonesboro**

At the furthest reach this corridor becomes a high speed, almost state highway-like corridor. The right of way stretches to it's widest, there are far less developments, few pedestrian improvements and the focus is as a regional connection from I-75 into town.



# Project Approach

The 31 corridors are some of Lexington’s most visible and public spaces that visitors and residents experience on a daily basis across the city. There are significant opportunities for placemaking, branding and wayfinding, gateways, landscape enhancements, and improving complete streets. Our team understands the complexity of planning and implementing these types of projects. With our experience and the Commission’s ambition, we will work together to plan for significant and implementable improvements along the city’s corridors.

Given that the Commission is a large group of people, we recommend the board creates a subgroup that will work closely with our team during the project. This Commission Subgroup will allow the project to meet the quick deadline and respond to our team’s progress efficiently. As we outline in our deliverables and meetings summary, we still intend to present and meet with the full board at major milestones as noted. Below is an outline of our proposed approach to the five project tasks as stated in the RFP.



## Task 1 Corridor Assessment

The project will begin by evaluating the corridors in their current state by assessing a variety of characteristics. These may include physical attributes like the presence of sidewalks, roadway classifications, and tree canopy as well as data that will help provide contextual understanding like demographics, neighborhoods, land use and parcel boundaries. The Gresham Smith team will compile and share a list of desirable data sets with LFUCG, identify gaps in the data and determine possible methods to quantify characteristics that are missing, understanding that the study can only support a high level data collection given the scale of the 31 corridors.

As with any planning study, it is very important to comprehensively understand previous and ongoing studies, plans, and initiatives related to the corridors.

Our team will review previous studies and plans completed for the corridors commission as well as other LFUCG planning studies and initiatives that may influence the outcomes of this project.

Following the corridor assessment, our team will coordinate with the Commission Subgroup and facilitate a stakeholder open-ask session to ascertain project goals, priorities and placemaking ideas for the corridors. Our team understands the importance of building trust, credibility, early buy-in, and conveying objectivity with key decision makers and influencers in a process such as this and will collaborate with LFUCG to identify the appropriate individuals and organizations to invite into the planning process. The anticipated duration of Task 1 is six weeks.

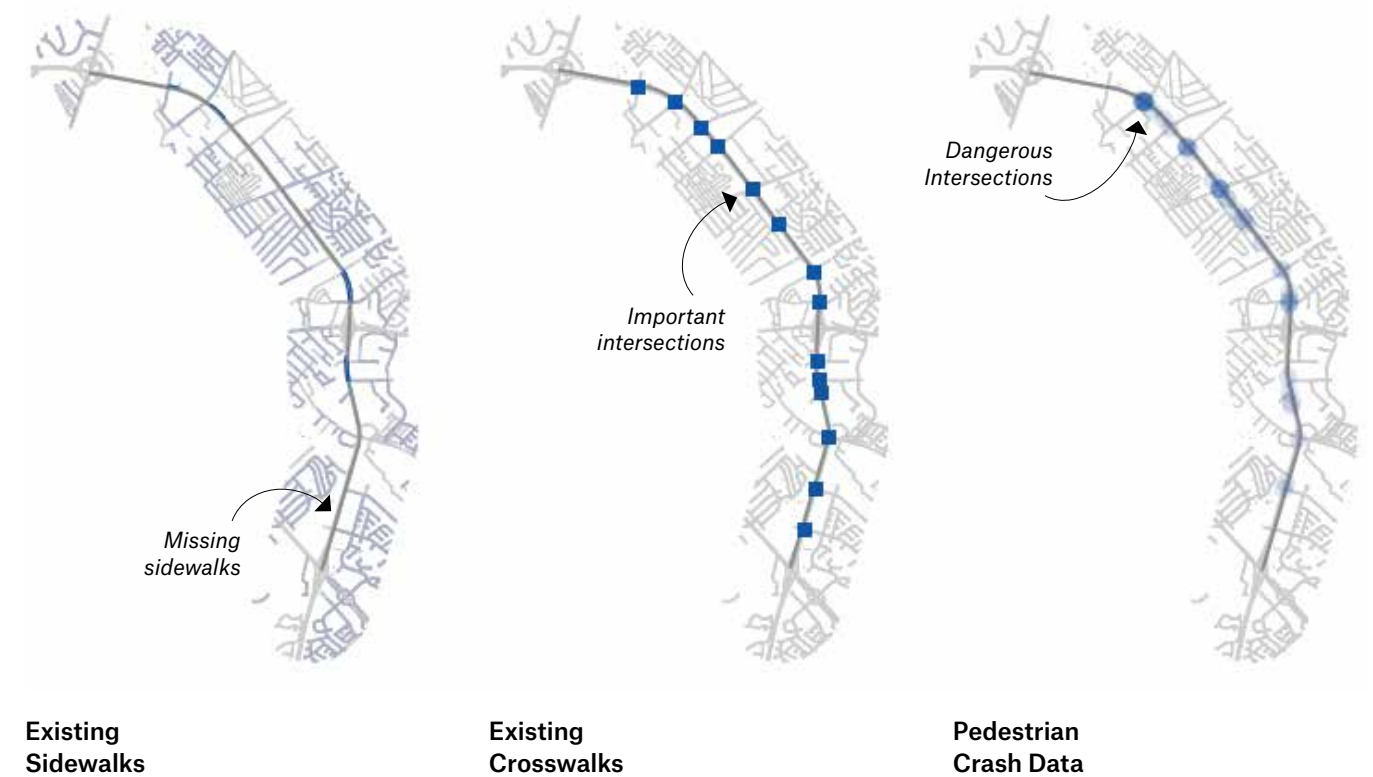
## Task 2 Analysis & Typologies

Using the data and findings from Task 1, the Gresham Smith team will develop a cumulative understanding of each corridor to be conveyed through a series of GIS spatial analyses, thematic maps, and high level observation which will serve to identify where common themes, opportunities, and challenges exist across the 31 corridors. In turn, these areas of commonality will help categorize each corridor into a series of typologies that will guide considerations such as:

- Consideration of tactical and/or low cost improvements
- Opportunities for standard design treatments
- Treatments to improve safety and comfort

- Opportunities for beautification, aesthetic enhancements, and civic engagement
  - Project feasibility/constructibility
  - Potential for positive economic impact
- Additionally, grouping the 31 corridors into a smaller number of common typologies will serve to assist LFUCG in prioritizing funding allocations, intentionally aligning future improvements where they will best support each corridor and community, and support future corridor development. The anticipated duration of Task 2 is six weeks.

### NE New Circle Road Corridor Study Example



*Our team is able to quickly develop simple corridor analysis maps to better understand issues and opportunities.*



Broadway Master Plan  
Louisville, KY

### Task 3 Identify Placemaking Strategies

Based on our experience with corridor planning and design, our team is intimately familiar with the complexities related to corridor improvements and the opportunities to improve the public realm along major roadways.

Once the typologies are established the Gresham Smith team will develop a series of placemaking strategies to achieve the goals set forth in Task 1 by the Commission and the stakeholders. The strategies will be developed using our placemaking experience and supported by

proven examples from peer cities. The strategies will likely include landscaping, stormwater management, tree plantings, public art, lighting, wayfinding, interpretive signage, and pedestrian and cyclist amenities. Our team will provide descriptions and images of the strategies along with precedent examples, and how the strategies can be applied across the typologies to achieve a more beautiful, safe, and welcoming city. The anticipated duration of Task 3 is four weeks.

### Task 4 Develop Design & Resource Guide

Gresham Smith envisions the Design and Resource Guide to be a handbook for the Commission to use as they make decisions related to funding and priorities. Our task is to create a handbook that is both comprehensive and simple. Using our experience developing similar guidebooks like the Multi-family Stormwater Manual we anticipate using clear graphic diagrams, maps, and imagery to describe the corridor typologies and the placemaking strategies.

We imagine the Design and Resource Guide Book to include the following sections:

- Why this is important
- How to use this guide
- Examples of design strategies
- Showcase the three concepts from Task 5 to illustrate potential applications in real context

- Priority decision matrix
- Document short and long term opportunities identified during the study
- Brief section introducing the community match grant

Furthermore, we believe the handbook will help communities and neighborhoods that want to apply for the Neighborhood Enhancement Match Grant Program. The book will provide educational information on the design strategies, cost implications, and long-term maintenance requirements. We also see an opportunity to evaluate the grant program through an equitable lens and hope to identify ways the program can more strongly encourage inclusion of under resourced communities.

The anticipated duration of Task 4 is six weeks, plus additional time to finalize the book deliverable.

### Task 5 Design Conceptual Plans

To complete the Design and Resource Guide, the Gresham Smith team will develop three example conceptual designs. Working with the Corridors Subgroup, we will select three areas among the 31 corridors that present a wide variety of scenarios.

These conceptual designs will showcase placemaking strategies in real context, include small to large scale investment opportunities and each concept will be

applicable to other corridors. The Gresham Smith team will conclude by walking the Corridors Commission through the final concepts and guidebook and collecting final feedback before making final edits to the deliverables. The anticipated duration of Task 5 is four weeks.

#### Task 1, 2 and 3 Meetings & Deliverables

- Kick-off Meeting with Commission Subgroup
- Progress Meeting with Commission Subgroup
- Host Open-Ask Session with key stakeholders
- Preliminary Study Progress Presentation at Corridors Commission Meeting
- Map of corridor typologies and associated data sets created (GIS and PDF formats)
- Preliminary Study of Corridor Analysis, Typologies, and Strategies (PDF document)
- PDF of slides and talking points from Commission Meeting

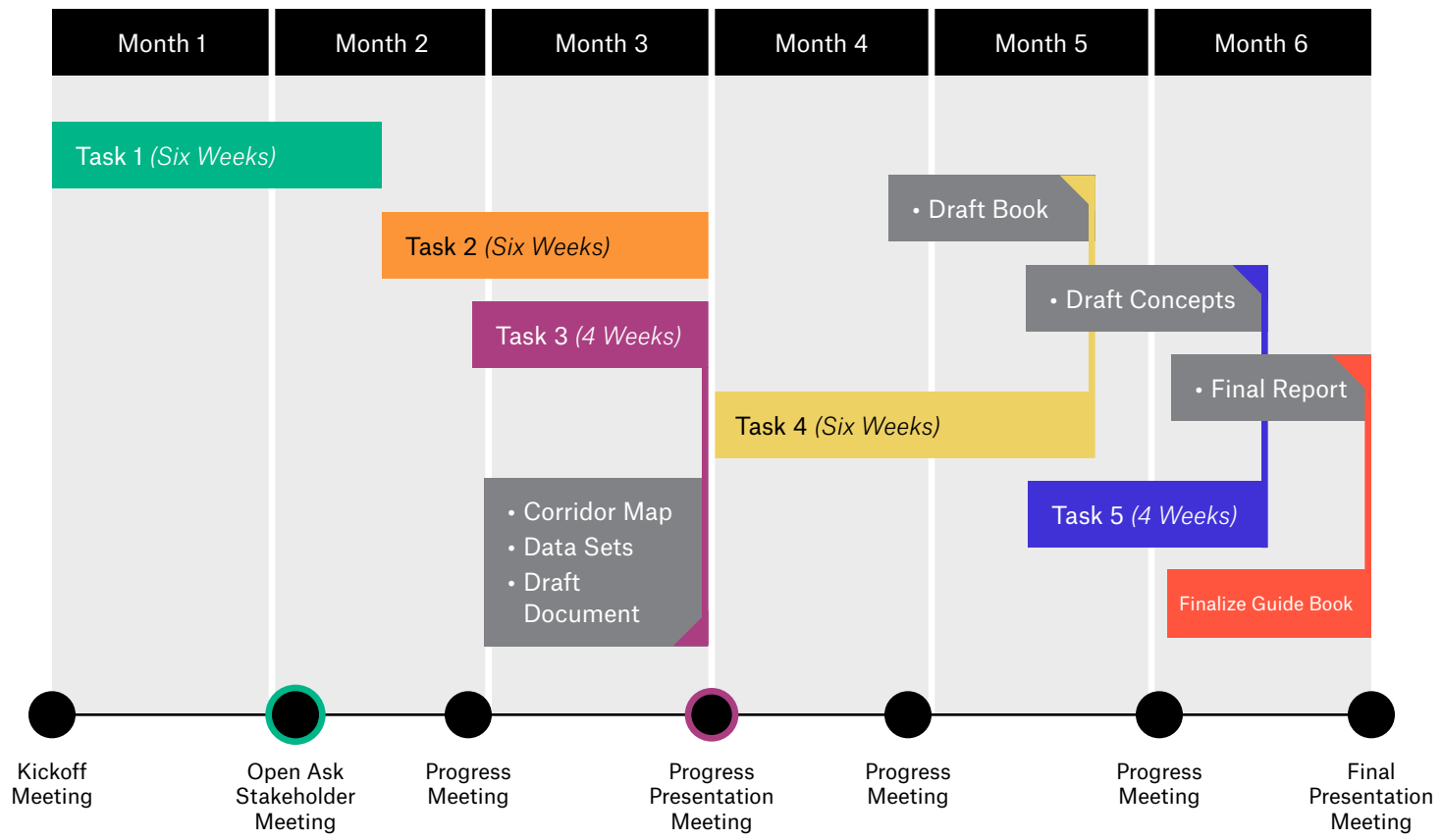
#### Task 4 and 5 Meetings & Deliverables

- Progress Meeting with Commission Subgroup to review Design and Resource Guide Book and select up to three sites for conceptual plans
- Final Presentation of Strategies, Design & Resource Guide Book, and 3 Concept Plans
- Draft Design and Resource Guide Book (PDF for Commission Subgroup to review and provide feedback)
- Draft Conceptual Plans (PDF for Commission team to review and provide feedback)
- PDF of slides and talking points from Commission Meeting
- Final digital report (PDF)



# Schedule

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



Beargrass Creek Legacy Project  
Louisville, KY



Dallas Street Streetscape,  
Ennis, TX

Appendix  
**LEUCG Forms**





**Laws and Regulations**

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

**Equal Employment Opportunity**

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

**Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

**LFUCG Non-Appropriation Clause**

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

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

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

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

**Contention Process**

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

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

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

**AMERICAN RESCUE PLAN ACT**

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

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

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

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

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

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

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

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

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

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

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

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

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

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

*15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award*



covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

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

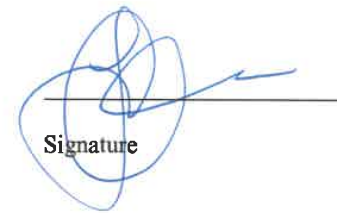
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200.323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

  
Signature

12.28.22  
Date

**Affirmative Action Plan**

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

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

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**

**EQUAL OPPORTUNITY AGREEMENT**

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

Further, Affiant sayeth naught.

\_\_\_\_\_  
STATE OF Kentucky  
COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Louis R. Johnson on this the 28th day  
of December, 2022.

My Commission expires: March 24, 2024

Christine H. Huninglake  
NOTARY PUBLIC, STATE AT LARGE  
KYNP2422



Standard Title VI Assurance

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

The Law

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

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

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

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

\*\*\*\*\*

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

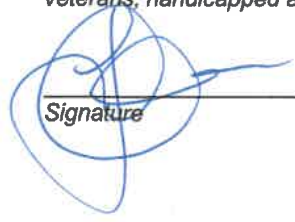
Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

**WORKFORCE ANALYSIS FORM**

Name of Organization: Gresham Smith

**Bidders**

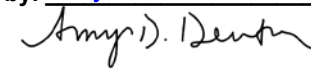
I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

  
Signature

GRESHAM SMITH  
Name of Business

| Categories       | Total       | White (Not Hispanic or Latino) |            | Hispanic or Latino |           | Black or African-American (Not Hispanic or Latino) |           | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) |          | Asian (Not Hispanic or Latino) |           | American Indian or Alaskan Native (not Hispanic or Latino) |          | Two or more races (Not Hispanic or Latino) |           | Total      |            |
|------------------|-------------|--------------------------------|------------|--------------------|-----------|--|-----------|---|----------|--------------------------------|-----------|--|----------|--|-----------|------------|------------|
|                  |             | M                              | F          | M                  | F         | M  | F         | M   | F        | M                              | F         | M  | F        | M  | F         | M          | F          |
| Administrators   | 113         | 71                             | 31         | 5                  | 0         | 1  | 1         | 0   | 0        | 2                              | 2         | 0  | 0        | 0  | 0         | 79         | 34         |
| Professionals    | 839         | 386                            | 251        | 35                 | 32        | 37   | 31        | 1   | 2        | 32                             | 18        | 0  | 1        | 3  | 10        | 494        | 345        |
| Superintendents  |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Supervisors      |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Foremen          |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Technicians      | 72          | 44                             | 15         | 4                  | 2         | 4  | 1         | 0   | 0        | 0                              | 0         | 0  | 0        | 1  | 1         | 53         | 19         |
| Protective       |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Para-            |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Office/Clerical  | 87          | 25                             | 37         | 4                  | 6         | 6  | 7         | 0   | 0        | 1                              | 1         | 0  | 0        | 0  | 0         | 36         | 51         |
| Skilled Craft    |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| Service/Maintena |             |                                |            |                    |           |  |           |   |          |                                |           |  |          |  |           |            |            |
| <b>Total:</b>    | <b>1111</b> | <b>526</b>                     | <b>334</b> | <b>48</b>          | <b>40</b> | <b>48</b>  | <b>40</b> | <b>1</b>  | <b>2</b> | <b>35</b>                      | <b>21</b> | <b>0</b>   | <b>1</b> | <b>4</b>                                   | <b>11</b> | <b>662</b> | <b>449</b> |

Prepared by: Amy D. Denton, HRIS Manager Date: 12 / 21 / 2022



(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Gresham Smith

Complete Address: 100 W Main Street, Suite 350 Lexington, KY 40507  
 Street City Zip

Contact Name: Louis Johnson Title: Project Executive

Telephone Number: 502.593.0938 Fax Number: \_\_\_\_\_

Email address: louis.johnson@greshamsmith.com



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 68-2022

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

| MWDBE Company, Name, Address, Phone, Email   | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1. Inside Out Landscape Design<br>100 Old Georgetown Rd<br>Frankfort, KY 40601<br>502.695.7020<br>info@kentuckylandscapedesign.com | WBE            | Landscape Design     | \$15,000                       | 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.

GRESHAM SMITH  
 Company  
12.23.22  
 Date

Louis Johnson  
 Company Representative  
Project Executive  
 Title



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # 68-2022

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

|  |  |
|--|--|
| <b>Company Name</b><br>Gresham Smith   | <b>Contact Person</b><br>Louis Johnson                     |
| <b>Address/Phone/Email</b><br>100 W Main Street Suite 350<br>Lexington, KY 40507<br>859.469.5610<br>louis.johnson@greshamsmith.com | <b>Bid Package / Bid Date</b><br>68-2022 / January 5, 2022 |

| MWDBE Company Address                     | Contact Person        | Contact Information (work phone, Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE *<br>AA<br>HA<br>AS<br>NA<br>Female | Veteran |
|---|-----------------------|---|----------------|--------------------------|---|--|---|---------|
| 100 Old Georgetown Rd Frankfort, KY 40601 | Andrea Wilson Mueller | andream@kentuckylandscape.com                 | 12.13.22       | Landscapae Design        | Email   | \$15,000   | 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.

Gresham Smith  
 Company  
12.28.22  
 Date

Louis Johnson  
 Company Representative  
Project Executive  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
 Bid/RFP/Quote # 68-2022

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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



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

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

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

\_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

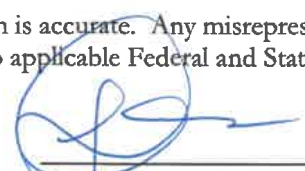
X Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

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

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

GRESHAM SMITH  
\_\_\_\_\_  
Company  
12.28.22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Company Representative  
Project Executive  
\_\_\_\_\_  
Title

**From:** Mackenzie Davis <mackenzie.davis@greshamsmith.com>  
**Sent:** Monday, December 12, 2022 10:31 AM  
**To:** Sherita Miller <smiller@lexingtonky.gov>  
**Subject:** LFUCG MBE List

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


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

Hi Sherita, happy Monday,

Gresham Smith is working on responding to an LFUCG RFP, could we get the list of certified MBEs to partner with?

Thank you!

**Mackenzie Davis**  
Marketing Coordinator  
D: 615.770.8125  
M: 859.221.9749

 Erin Masterson  
To info@kentuckylandscapedesign.com  
Cc Mackenzie Davis; Louis Johnson

Reply Reply All Forward Tue 12/13/2022 12:36 PM

LFUCG Corridors.pdf  
3 MB

Good Afternoon,

I was hoping to get in contact with Andrea or Michael about a potential teaming opportunity. I've attached an RFP that has been issued by LFUCG. If you review the description of work, they are looking for a consultant to evaluate a number of corridors and develop typologies and recommendations/opportunities for improvements based on typology. I'm writing to see if you would be interested in teaming on this, seeing your role as a resource to help develop landscape improvement approaches, including planting lists for typologies developed based on low cost and low maintenance.

If you are interested and see your firm having the ability to provide services for this project, I'd like to set up a call to discuss as early as this week. Looking forward to the opportunity to work together.

Best,  
Erin

**Erin Masterson, PLA, ASLA**  
Project Manager, Senior Landscape Architect

**From:** Louis Johnson <louis.johnson@greshamsmith.com>  
**Sent:** Friday, December 9, 2022 10:06 AM  
**To:** Ryan Holmes <rholfmes@ehiconsultants.com>  
**Subject:** Corridors Plan

Ryan –

Have you all been looking at the recently released Corridors RFP? Curious what you all were thinking about it, with our streetscape/corridor experience and landscape architecture experience we were very interested. Currently trying to decide what sort of team might make the most sense.

Happy to chat if you have time – hope you are well!

Louis

**Louis R. Johnson, PLA, ASLA**  
Gresham Smith  
D: 502.627.8924  
M: 502.593.0938

**Sent:** Friday, December 9, 2022 9:11 AM  
**To:** Tanisha Hall <[hallt@fairpointeplanning.com](mailto:hallt@fairpointeplanning.com)>  
**Cc:** Erin Masterson <[erin.masterson@greshamsmith.com](mailto:erin.masterson@greshamsmith.com)>  
**Subject:** Lexington, KY RFP

Tanisha –

Thanks for sending the meeting invite we are looking forward to chatting. As luck would have it an RFP came out very recently that we are interested in related to corridor planning that I was hoping you might have interest in.

I am not sure if you would be interested in pursuing work in Lexington, KY but we have very strong relationships there and with the transportation planning aspects of this I thought perhaps you would be interested.

We are looking for support in the corridor analysis process – but would be open to other suggestions if you have interests.

Let me know, thanks!

Louis

**Louis R. Johnson**, PLA, ASLA  
 Gresham Smith  
 D: 502.627.8924  
 M: 502.593.0938

*\*Fairpointe is not on the LFUCG list of certified MBEs but is a woman owned (WBENC certified), DBE certified transportation planning firm base in Nashville, TN certified with the Kentucky Transportation Cabine*

Our Certifications



**From:** Louis Johnson  
**Sent:** Monday, December 19, 2022 5:18 PM  
**To:** [bvoss@goldwaveinc.com](mailto:bvoss@goldwaveinc.com)  
**Cc:** Mackenzie Davis <[mackenzie.davis@greshamsmith.com](mailto:mackenzie.davis@greshamsmith.com)>; Erin Masterson <[erin.masterson@greshamsmith.com](mailto:erin.masterson@greshamsmith.com)>  
**Subject:** LFUCG Corridors RFP

Mr. Voss –

My name is Louis Johnson, I am reaching out in regards to the attached RFP from the City of Lexington, KY. I am reaching out to see if within your engineering and construction services if you had any experience in transportation/corridor planning type of background? We are looking for teaming partners to pursue this project.

Thank you very much for your consideration – I look forward to hearing from you.

Louis

**Louis R. Johnson**, PLA, ASLA  
 Gresham Smith  
 D: 502.627.8924  
 M: 502.593.0938

Mr. Voss –

I just wanted to follow up one more time, about the Lexington RFP I sent back on December 19<sup>th</sup>. I hope you have had a good Holiday season.

Thank you for your consideration –

Louis

**Louis R. Johnson**, PLA, ASLA  
 Gresham Smith  
 D: 502.627.8924  
 M: 502.593.0938

**GENERAL PROVISIONS**

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.



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

A. Termination for Cause

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

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

B. At Will Termination

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

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

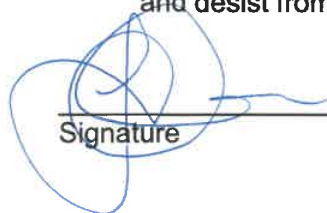
# Risk Management Provisions

## Insurance and Indemnification

The insurance and indemnification provisions contain language that may impact our ability to maintain our insurance coverage for the project. We would appreciate the opportunity to negotiate this language in sections 1,2,3 and 6 so that coverage could be maintained.

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

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

  
 \_\_\_\_\_  
 Signature

12.28.22  
 \_\_\_\_\_  
 Date



# Gresham Smith

Genuine Ingenuity

Alpharetta, GA  
Atlanta, GA  
Baton Rouge, LA  
Birmingham, AL  
Charlotte, NC  
Chattanooga, TN  
Chicago, IL

Cincinnati, OH  
Columbus, OH  
Dallas, TX  
Denver, CO  
Ft. Lauderdale, FL  
Jackson, MS  
Jacksonville, FL

Knoxville, TN  
Lexington, KY  
Louisville, KY  
Memphis, TN  
Miami, FL  
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