

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 11-22, 2019 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and WSP USA INC. (**CONSULTANT**). **OWNER** intends to proceed with the US 27 / Nicholasville Rd Coordinated Corridor Land Use Plan and Transportation Study in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and analysis services for the city as contemplated in the **OWNER**'s Request for Proposal No. 27-209. The services are hereinafter referred to as the Project.

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

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 27-2019.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 17-2019 (Exhibit "A"); Consultant's Response dated July 23, 2019 (Exhibit "B"); Amended Scope of Work to Consultant Response (Exhibit "C"); and Amended Risk Management Provisions, Insurance and Indemnification Requirements (Exhibit "D").

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 27-2019 (Exhibit "A").

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

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

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

The General Condition provisions of RFP No. 27-2019 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. **CONSULTANT** shall commence services no later than December 1, 2019 and shall complete the "Amended Scope of Work" on or before December 31, 2020. See Exhibit "B" and "C" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding \$222,000. The **CONSULTANT** will provide services outlined in the Exhibit A.

5.2 Times of Payment.

5.2.1 CONSULTANT shall submit monthly statements for Basic Services. The **OWNER** shall not approve payment in an amount greater than the contract fee percentage represented below for each project milestone and as outlined in Exhibit A. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

Tasks 1 through 2	20%
Tasks 3 through 5	40%
Tasks 6 through 9	60%
Tasks 10 through 11 & draft report	80%
Delivery of final draft, final presentations & data sets	100%

3.
5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from a breach of the above-mentioned standard of care by the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, in its professional judgement, the information is accurate. Failure on the part of **CONSULTANT** to provide services in accordance with the standard of care may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 17-2015 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS

- 8.1. This Agreement is subject to the following provisions.

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

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

OWNER (LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT):

Signature: *Linda Gorton*
LINDA GORTON, MAYOR

Date: 11/25/2019

ATTEST:

Mackenzie Sommers
~~MEREDITH NELSON, COUNCIL CLERK~~
Mackenzie Sommers, Deputy Council Clerk

CONSULTANT (WSP USA INC):

Signature: *Steve Slade*

Printed Name: Steve Slade

Position: Vice President

Date: 11-22-19

COMMONWEALTH OF KENTUCKY
COUNTY OF (Fayette)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Steve Slade as Vice President for and on behalf of WSP USA Inc., on this the 22 day of November, 2019.

My commission expires: 4-11-2020

Regina R. Houchin
NOTARY PUBLIC, STATE AT LARGE, KY

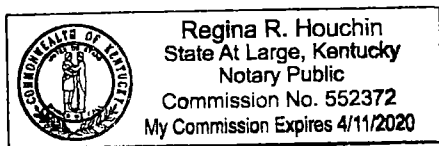


EXHIBIT A



Lexington-Fayette Urban County Government Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #27-2019 Coordinated Corridor Land Use Plan and Transportation Study** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **July 23, 2019**.

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

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

RFP #27-2019 Coordinated Corridor Land Use Plan and Transportation Study If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Adherence to all six submission requirements and the professionalism of the written proposal. **20 points**
2. Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **30 points**
3. Familiarity with the details of the project and proposed approaches for providing required services. **35 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. The capacity of the consulting team to perform the work within the time limitations. **5 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 (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																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

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
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>)

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to 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 * AA HA AS NA 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 _____

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

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

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

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

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

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

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

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

Date

Company Representative

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.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND 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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Professional Liability (E&O)	\$1,000,000
Worker's Compensation	Statutory
Employer's Liability	\$100,000

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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PROJECT PURPOSE

The Lexington Area Metropolitan Planning Organization (MPO), in partnership with the City of Lexington's Division of Planning, is seeking proposals from qualified professional planning firms to complete a coordinated corridor land use plan and transportation study for US 27 / Nicholasville Rd from downtown Lexington to the southern Fayette County line. The primary purpose of the study is to identify how incremental densification of the corridor relates to phased mass transit improvements with the ultimate goal of bus rapid transit (BRT) viability. Consulting firms or teams must also include qualified engineering support. The selected consultant will:

- Identify opportunities for intensifying residential and mixed land uses along the corridor.
- Identify potential impacts and solutions for transit, non-motorized and vehicular travel that will result from more intensive land uses.
- Estimate the costs and recommend phasing of needed transportation improvements and their relationship to densification thresholds.
- Prepare a detailed regulatory framework for implementing the plan including site specific land use recommendations and corridor-based design guidelines and/or standards.
- Facilitate public and stakeholder engagement.

BACKGROUND

In order to preserve the community's finite and scarce land resources, Lexington's Comprehensive Plan outlines a strategy for managing the community's population and economic growth by increasing the intensity of land utilization along principal corridors. Through corridor densification, Lexington seeks to address the community's pressing housing needs while also increasing the viability of public transit. Recognizing that redevelopment will be incremental, a plan is needed to address the transportation impacts that will occur over time from intensifying these roadways and to coordinate transportation investments accordingly.

Lexington has selected US-27 (Nicholasville Road) as a prototype for developing a comprehensive transportation and land use corridor plan. The large number of major employment generators including healthcare, retail centers, the University of Kentucky and downtown Lexington, coupled with high traffic volumes (46,000 to 75,000 ADT) presents a significant mobility challenge on Nicholasville Rd, as well as an opportunity for increasing transit use. On-going commercial redevelopment along the corridor presents an opportunity for incorporating more housing and mixed land uses and for creating a more pedestrian and transit-oriented corridor.

A transit alternatives analysis of US-27/Nicholasville Road was performed in 2014 and has laid the groundwork for the exploration of increased transit use and improved service as well as the potential for bus rapid transit. This study indicated additional steps were necessary to ensure BRT is viable, including increased residential density, more walkable and transit-oriented development, and infrastructure improvements.

As a principal arterial on the National Highway System, US 27 serves both local and regional travel. There is significant commercial development on US 27 just south of Fayette County as well as increasing residential development nearby the corridor in Jessamine County. There are 9,300 people that live in Jessamine County and work in Lexington. Portions of the Nicholasville Road corridor are also identified as a Critical Urban Freight Corridor. Ensuring safe and efficient travel is maintained for both people and goods is essential.

PROJECT GOALS / OUTCOMES

- Increase the intensity of land uses along the corridor, particularly residential uses, in order to accommodate population growth through the more efficient use of land.
- Improve mass transit viability through more intense redevelopment and transit/pedestrian oriented design.
- Improve safety and connectivity for all modes of transportation.
- Coordinate transportation improvements with future redevelopment opportunities.
- Develop a cohesive sense of place along the corridor.

TASKS / PRODUCTS

1) Existing conditions review/report:

Conduct an existing conditions analysis including a review of regulations currently guiding the development of the corridor, existing land uses and densities, vacant and underutilized land, existing multimodal transportation infrastructure and transit services, and identify severely congested / bottleneck locations. MPO and Planning staff will be able to provide much of the GIS and base data needed to generate this report.

2) Case study review/report:

Research and summarize comparable planning initiatives and public infrastructure projects that have led to the successful implementation of transit oriented development and bus rapid transit.

3) Public & stakeholder engagement:

Conduct robust stakeholder engagement with commercial and institutional landholders along the corridor to identify barriers and opportunities to incorporate and seamlessly integrate residential uses into their property. Conduct public meetings to gather input from the general public. Update and engage the LFUCG Planning Commission, LFUCG Urban County Council and Lexington Area MPO throughout the process.

4) Redevelopment and land use scenarios:

Identify redevelopment opportunities and land use scenarios with an emphasis on increasing high density housing along commercialized portions of the corridor. Recommendations should include desired residential densities and commercial floor area ratios and how they relate to the phased implementation of Task 7.

5) Conceptual plans for catalyst sites:

Develop conceptual plans and renderings for no less than three catalyst commercial sites that have the greatest potential for redevelopment. Plans should demonstrate desired building orientations both internal to the site and to the street to maximize pedestrian access and minimize the visibility of parking lots.

6) Neighborhood transitions & connectivity:

Develop design recommendations for commercial to neighborhood transitions including building orientation/heights, buffers/landscaping and multimodal connectivity. Identify any public or private infrastructure improvements needed to reduce barriers and improve neighborhood connectivity to commercial sites, points of interest and the roadway.

7) Identify transportation impacts and potential solutions:

Identify how the various redevelopment scenarios will impact trip generation and travel patterns along the corridor and any mitigating factors that may reduce overall VMT including mixed use development, improved connectivity, multimodal and transit-oriented

design (TOD). The primary emphasis of transportation solutions should be directed at non-SOV travel, increasing transit ridership, supporting BRT & TOD, and access management. Lower-cost and innovative solutions to improve safety, traffic flow and travel time reliability should also be identified. Alternatives to the existing reversible lane system and intersection / interchange configurations may be explored.

8) Develop a prioritized list of transportation improvements:

Identify needed public infrastructure improvements and recommend phasing. Include planning level cost estimates for the design and construction of projects. Identify the location of privately funded improvements that are needed at the time of redevelopment.

9) Street cross-sections:

Identify preferred building setbacks and right of way limits such that all proposed transportation improvements can be accomplished either at the time of development or at a later date.

10) Develop a regulatory framework for plan implementation:

This may include zoning recommendations, an overlay and/or design guidelines with an emphasis on walkable and transit-oriented development along the corridor. The framework should include:

- Design specifics for accessibility for bike/ped/mass transit
- Density of redevelopment required to support mass transit
- Orientation of buildings to road network and desired setbacks
- Parking solutions

11) Identify innovative strategies for plan implementation: This should expand beyond traditional sources of funding.

KEY STAKEHOLDERS

- Property owners & business operators along the corridor
- Neighborhoods adjacent to the corridor
- Education and medical institutions along the corridor
- Roadway owners & operators including the Federal Highway Administration, Kentucky Transportation Cabinet, Lextran, LFUCG Traffic Engineering and LFUCG Engineering
- Transportation and land use policy makers including the LFUCG Planning Commission, Lexington Area MPO, Lextran Board of Directors and Urban County Council.
- Commuters and the traveling public including motorists, transit users, pedestrians and bicyclists.

PROJECT LIMITS

The project limits include the corridor and adjacent buffer of US 27 / Nicholasville Rd / S Limestone from Vine Street to the southern Fayette County line (approximately 6 miles). The study will explore land use intensification opportunities and related transportation needs up to a half mile off the corridor depending on the adjacent context and the presence of commercial, underutilized or vacant land. Transportation improvement recommendations will extend ½ mile south of the Fayette County line to Brannon Road for transit service continuity and to maximize congestion relief opportunities.

TIMELINE

Notice to proceed anticipated in August/September 2019 with a desired project timeline not to exceed one year.

PROJECT OVERSIGHT

The MPO will be the primary project contact and will facilitate close coordination with the Division of Planning. A small committee will also guide project development and work products.

PROJECT BUDGET

The Lexington Area MPO has received federal Planning (PL) Funds and local match commitment from the Lexington Fayette Urban County Government for the project for a total budget of \$225,000.

RELEVANT PLANS/STUDIES

City of Lexington Comprehensive Plan (2018):
<https://www.lexingtonky.gov/imaginelexington>

Development/Growth Scenarios Explored by the Division of Planning for Comprehensive Plan
<http://lexareampo.org/wp-content/uploads/2019/06/6.29.17-Planning-Commission-Goals-and-Objectives-Work-Session-Packet.pdf>

US 27 / Nicholasville Road Alternatives Analysis (2014)
<https://lexareampo.org/wp-content/uploads/2014/12/US-27-Nicholasville-Road-Alternatives-Analysis.pdf>

US 27 Access Management Plan (2013)
<https://transportation.ky.gov/Planning/Planning%20Studies%20and%20Reports/US%2027%20Access%20Management%20Planning%20Study.pdf>

Lexington Area MPO 2045 Metropolitan Transportation Plan (2019):
<https://lexareampo.org/studiesplans/2045-metropolitan-transportation-plan/>

South Nicholasville Road Small Area Plan (2009):
<https://drive.google.com/file/d/0B0aBvWAKyfxaOEx4NDdfOEJEdTQ/view>

Lexington Area MPO Regional Bicycle & Pedestrian Master Plan (2018):
<https://lexareampo.org/studiesplans/connectlex/>

Downtown Lexington Traffic Movement & Revitalization Study (2015)
<https://lexareampo.org/downtown-lexington-traffic-movement-revitalization-study/>

DELIVERABLES

- A final digital report - PDF file and InDesign file (if used).
- Data sets collected or created during the performance of the study including GIS files.
- Two presentation to the MPO Policy Committee, the Lexington-Fayette County Planning Commission and the Lextran Board of Directors during their regularly scheduled meetings. One final presentation to the Lexington Fayette Urban County Council.
- Any public display materials or presentations in relation to the project.

SCHEDULE & PAYMENT

The Consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule at the beginning of the contract. The project schedule shall not exceed 12 months.

The Lexington Area MPO shall not approve payment in an amount greater than the contract fee percentage shown below for each project milestone.

Tasks 1 through 2	20%
Tasks 3 through 5	40%
Tasks 6 through 9	60%
Tasks 10 through 11 & draft report	80%
Delivery of final draft, final presentations & data sets	100%

SUBMITTAL REQUIREMENTS

Seven hard copies and a digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

- 1) Brief history of the consulting firm or firms on your team.
- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the US 27 / Nicholasville Road Corridor Plan & Study. What unique ideas or experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones and a timeline for completing the project.
- 6) Estimated cost of services.

SELECTION CRITERIA

A selection committee will evaluate and score the consulting firm / teams based on their qualifications and level of knowledge and experience working on projects of similar scope and scale. Team qualifications will be demonstrated and evaluated by:

- 1) Adherence to all six submission requirements and the professionalism of the written proposal. **20 points**
- 2) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **30 points**
- 3) Familiarity with the details of the project and proposed approaches for providing required services. **35 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) The capacity of the consulting team to perform the work within the time limitations. **5 points**

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1792 Alysheba Way
Suite 230
Lexington, KY 40509
Main: 859-272-5400
Fax: 859-272-6556
www.wsp.com

July 23, 2019

Todd Slatin – Purchasing Director
Lexington-Fayette Urban County Government
Room 228, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: RFP #27-2019 Coordinated Corridor Land Use Plan and Transportation Study

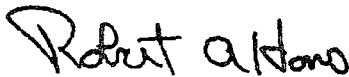
US 27/Nicholasville Road is Lexington-Fayette County's most vital corridors: an economic engine, a major trip attractor, and a heavy commuter route. The Alternative Analysis conducted by WSP five years ago examined its issues and highlighted its potential as a signature transit corridor. The AA recognized that while Nicholasville Road has several positive features, there is much room for improvement. More recently, Lexington-Fayette County developed a comprehensive plan, *Imagine Lexington*, that seeks to preserve and enhance its quality life by protecting its edges and reinforcing the center by enhancing corridors such as Nicholasville Road.

Therefore, the opportunity exists to help fulfill the goals of *Imagine Lexington* by providing the tools to create a more urban corridor with a design and character to enhance walkability, attract more compact and street-oriented development, and create an environment that can help make signature transit, in the form of Bus Rapid Transit (BRT), a reality.

WSP provides the right team to help the LAMPO and its project partners create and implement the vision for a new US 27/Nicholasville Road corridor. Led by Kentucky-based Project Manager Tim Reynolds, AICP, the WSP team includes MKSK and Rasor Marketing, who bring essential skills, national and local experience, creativity, and innovation in transit, operations, urban design, land use planning, economic development, and outreach. Our team's work for LFUCG, LAMPO, Lextran, and other agencies such as KYTC provide us the local understanding of US 27/Nicholasville Road corridor, its proposed BRT service, development potential along the corridor, and the tools needed to adapt the corridor for the future.

We are committed to meeting LFUCG's goal for Disadvantaged Business Enterprise participation for this project. WSP is also deeply committed to Lexington-Fayette County and achieving the goals of the Coordinated Corridor Land Use Plan and Transportation Study. We appreciate the opportunity to submit this proposal and hope to have the opportunity to deliver an exceptional project. If you have any questions or need additional information, please contact me at 513.639.2127 or robert.hans@wsp.com.

Sincerely,
WSP USA Inc.



Robert A. Hans, PE
Assistant Vice President / Manager



Firm Overview

We have structured our team to bring the best **experts** to this project. We understand the need for nationally recognized expertise that works hand-in-hand with local professionals who know the community, the neighborhoods, the history of projects, and community organizing. This proposal highlights the successful balance of our team, the right staff, and expertise needed to develop this vision and provide you with an implementable plan.

WSP USA INC.



WSP questions the status quo. We work with cities to question the ordinary, imagine the extraordinary and create the enduring.

⊕ **Value to US 27:** WSP will bring the latest technologies and a culture of innovation to our work to achieve LFUCG's goal of creating a vibrant, multi-modal corridor that meets the needs of all citizens and serves as a catalyst for economic development.

Project Manager Tim Reynolds Tim is a leading industry specialist in BRT, bus priority treatments, and land use planning and brings a balance of user experience necessary to exceed the expectations of the scope. Tim is supported by a team with demonstrated experience in the provision of pedestrian and bicycle facilities, land use planning, multi-modal transportation, landscape design, and complete streets planning and design.

From conceptual network planning to detailed facility design and implementation, WSP's multidisciplinary approach facilitates creating healthy and sustainable communities through innovative and effective transportation solutions. Our specialists regularly work with communities to develop behavior change strategies to realize the full potential for transit, cycling, pedestrian and high occupancy vehicle travel—all within the context of our Future Ready™ planning lens.

RASOR MARKETING COMMUNICATIONS



Rasor knows that developing strong relationships with local municipal, community and media representatives is absolutely essential in managing outreach initiatives.

⊕ **Value to US 27:** Rasor has deep experience with developing and managing strategic communications and outreach programs for public agencies and brings to the table a keen understanding of local issues, interests and concerns.

Projects Rasor has recently supported includes transportation improvement planning for Segments II and III of the Eastern Corridor Program, the Boone County Transportation Study, the Brent Spence Bridge Maintenance 2017 project (Kentucky Transportation Cabinet), and the KY 536 Scoping Study [Ohio-Kentucky-Indiana Regional Council of Governments (OKI)].

MKSK



MKSK exists to make great things possible, constantly striving to grow and use their talent and knowledge to change the world for the better.

Since 1990, MKSK has made an impact on the design and planning fields with creative solutions to a diversity of design challenges. The diversity of projects and the consistent high-quality design expertise has created a growing sphere of recognition and respect for MKSK in the industry. The firm's success is based on a team of design and planning professionals driven to push each project to a higher level of quality. From urban parks to environmental parks and from campus planning to community planning, the work of MKSK has generated a network of satisfied clients and users in Kentucky and throughout the country. MKSK will be looking at the potential for transit-oriented development.

⊕ **Value to US 27:** MKSK's professionals have collaborated with LFUCG several times and have contributed to all phases of projects from planning and design to construction and inspection. Its staff has helped deliver numerous projects to the Lexington community, including the Euclid Avenue and South Limestone Street Commercial Corridor Study, Distillery District Feasibility Study, and the Downtown Streetscape Master Plan.

WE TAKE A FUTURE READY APPROACH.

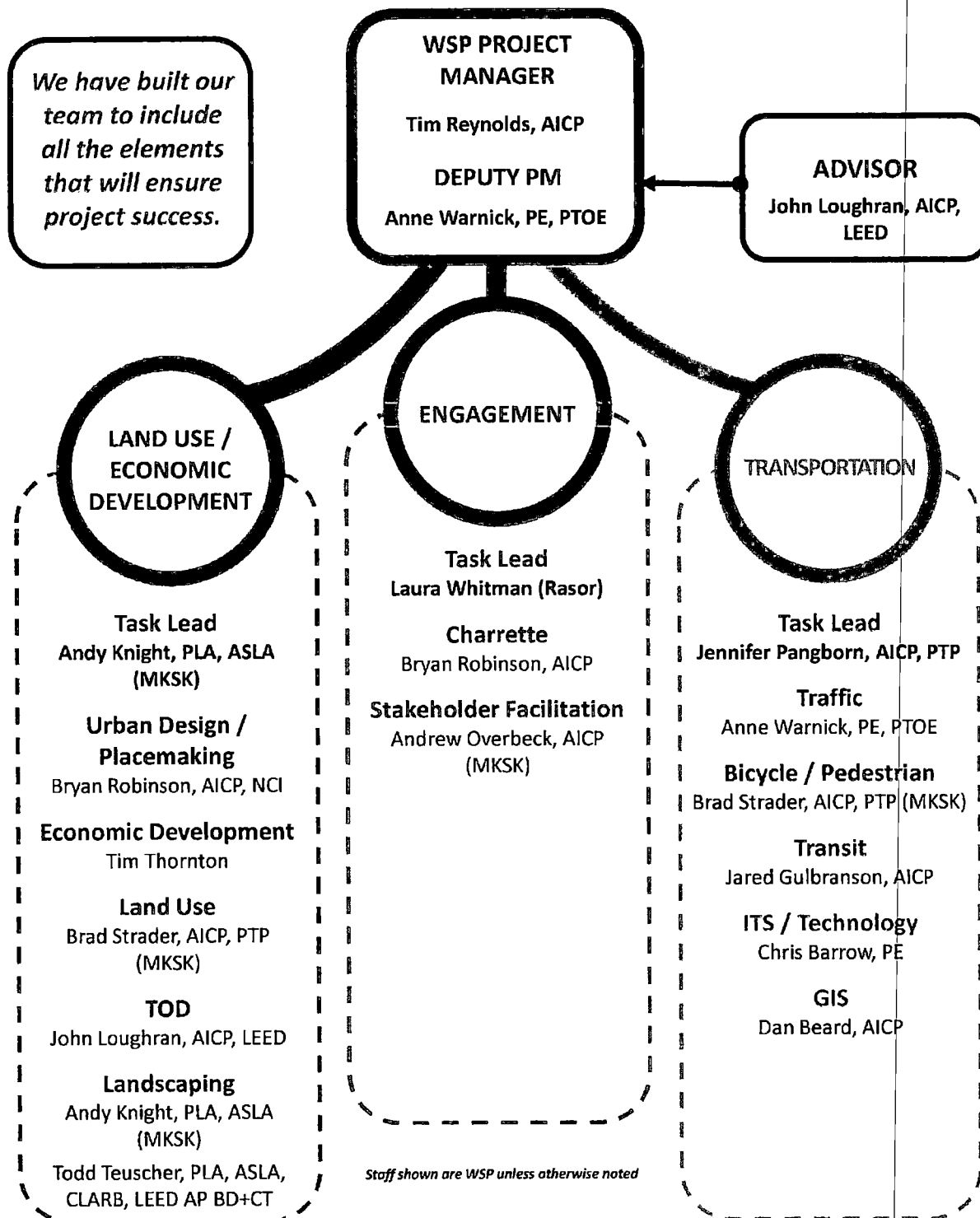
Future Ready™ is WSP's approach to thinking beyond the conventional to design and deliver infrastructure that is ready for the changes and challenges our world will face in the future.

Being future focused, means understanding what the world might look like in the next few decades and taking action to prepare for this future. This approach is essential and integral to the services we provide. Our clients count on it and our communities thrive because of it.

The world our projects will exist in years from now will be different from today in many ways. We will design for the future by integrating future trends into many aspects of the work we do today.

Incorporating Future Ready™ into the approach for LFUCG, we will focus on how climate, society, technology and resources will impact mobility, energy, water and buildings for the success of the US 27 corridor and community.

Project Team Organization



Key Staff Resumes



Timothy Reynolds, AICP [WSP] Project Manager

Tim Reynolds has extensive transit planning and operations experience including short- and long-range, strategic, multimodal (bus, BRT, streetcar, light rail, alternative modes), facilities and station/station area planning; transportation demand management; pedestrian facilities planning, operating and capital cost estimating; and urban design. Tim is also Adjunct Professor of transportation planning at the University of Cincinnati.

Firm: WSP Years of Experience: 38 Education: B.A., Urban Studies, University of Connecticut

Experience on Similar Projects

- » **Comprehensive Operational Analysis, Lexington, Kentucky:** deputy project and planning task manager to determine route and schedule changes and to the Lextran system and Title VI impacts. Improvements included streamlined routes and more direct service.
- » **Metro Next Regional Transit Plan, Houston, Texas:** corridor analysis manager of a long-range transit plan incorporating 11 individual alternative analyses and two-tier, equity-based screening process.
- » **Brooklyn-Queens Connector, New York, New York:** senior planning lead of a feasibility study and alternatives analysis for a planned 15-mile streetcar line; responsibilities included modal and alignment screening, development of the locally preferred alternative, and identification of resiliency requirements in light of climate change Superstorm Sandy impacts.
- » **Downtown Transit Center Study, New Orleans, Louisiana:** project manager and lead analyst to evaluate transit center alternatives, determine impacts on disadvantaged populations, and develop a locally preferred alternative for the New Orleans RTA.
- » **Ohio Technical Assistance Program, Columbus, Ohio:** project manager of an on-call contract with the Ohio Department of Transportation Office of Transit to provide specialized planning and analysis services for the state's transit systems. Work tasks to-date include development of a Transit Asset Management Plan, preparation for an FTA procurement review, and grant writing.
- » **Gratiot Avenue Corridor Alternatives Analysis, Detroit, Michigan:** transit and operations planning task lead of 25 mile-long, economically distressed corridor in Wayne and Macomb counties for the Southeast Michigan RTA, developing BRT scenarios including BRT in dedicated median lanes.
- » **Strategic Plan, Nassau County, New York:** project manager of a service design and innovation plan for Transdev, turnkey operator of the Nassau Inter-County Express system on Long Island.
- » **20-Year Financial And Service Planning Strategy Plan, Dayton, Ohio:** project manager of a long-range study and state of good repair analysis to examine alternative service delivery methods and foster financial stability and public support for enhanced revenues of the Greater Dayton Regional Transit Authority.
- » **Red Line North-South Corridors Alternatives Analysis, Indianapolis, Indiana:** task manager for transit and planning finance activities of a 35-mile corridor extending through the City of Indianapolis between Carmel and Greenwood. The AA was under contract to the Indianapolis Metropolitan Planning organization and resulted in BRT as the locally preferred alternative. Responsibilities included existing and future conditions, purpose and need statement, operations planning, service design, and coordination of transit services along and connecting to a potential BRT corridor; and management of three sub-consultants.
- » **Ohio Statewide Transit Needs Study, Ohio:** task manager and urban systems specialist for a service and funding gap and needs analysis for the Ohio Department of Transportation, including recommendations for rolling stock/capital facilities, funding mechanisms, performance standards, and best practices.
- » **Bus Rapid Transit Feasibility Study, Cincinnati, Ohio:** project manager and lead planner of a citywide analysis of BRT alternatives for the city of Cincinnati, involving rail ROW, on-street operations and bus-on-shoulder applications.
- » **Middletown Transit Development Plan, Middletown, Ohio:** project manager and lead planner for a system-wide analysis of transit system and equity analysis, resulting in major short-term service improvements and a long-range expansion plan.
- » **Transit Improvement And Expansion Plan, Columbus, Indiana:** project manager for a systemwide study evaluating trends and needs of the Columbus transit system in southern Indiana.
- » **Abu Dhabi Regional Rail Study, United Arab Emirates:** task manager of Urban Design and Transport Oriented Development for high speed, intercity rail alternatives analysis sponsored by the Abu Dhabi Department of Transport. The task focused on the development principles and guidelines for station area urban design and transit oriented development.
- » **Transit Transformation Project, Norfolk, Virginia:** planning task lead for a study of the Hampton Roads Transit network.
- » **Veterans Boulevard Corridor Transit Mobility Study, New Orleans, Louisiana:** project manager of an analysis of streetcar, light rail and BRT alternatives in the primary commercial corridor connecting the City of New Orleans and adjacent Jefferson Parish.



Anne Warnick, PE, PTOE [WSP] Deputy Project Manager

Anne Warnick has 12 years of experience as a traffic engineer. Anne has led traffic engineering efforts including traffic signal timing, traffic modeling, traffic studies, electrical construction inspection, report writing, traffic signal design, and traffic forecasting. Anne’s management over multiple statewide on-call contracts and other traffic studies for the KYTC has proven to produce effective and innovated results while creating an atmosphere where all stakeholders involved can be heard. Anne also recently served as project manager for LFUCG’s Signal Retiming job.

Firm: WSP **Years of Experience:** 12 **Education:** M.S., Civil Engineering, University of Kentucky; B.S., Civil Engineering, University of Kentucky

Experience on Similar Projects

- » **LFUCG Traffic Signal Retiming, Lexington, Kentucky:** WSP was contracted by LFUCG to retime weekend plans for one of Lexington’s largest retail and entertainment areas. Anne managed the production of eight new patterns (four Saturday, four Sunday) for 23 intersections along three corridors. Anne’s expertise allowed WSP to produce patterns that controlled traffic volumes and optimized major utilized origindestination routes.
- » **KYTC 2017 Statewide On-Call Traffic Engineering**
Contract: this project began as a planning study for how to transform Hemphill Street and Eighth Street into Complete Streets in keeping with Fort Worth’s Master Thoroughfare Plan (MTP) and quickly moved to a tactical implementation project as the team was able to take advantage of a resurfacing project to begin to implement improvements. Rob assisted with the public involvement and conceptual phase of this project.
 - US 31E – Glasgow, Kentucky: As part of KYTC’s 2017 Statewide On-Call Traffic Engineering Contract, a corridor along US 31E consisting of ten intersections in Glasgow, Kentucky was retimed. The project included collection of turning movement counts, before and after travel time runs, the development of a Synchro model, timing implementation, field adjustment, and documentation. All programming was performed on 170 controllers utilizing WAPITI firmware.
 - KY 480 – Shepherdsville, Kentucky: Anne led WSP in KYTC’s 2017 Statewide On-Call Traffic Engineering Contract in a signal retiming and database conversion in Shepherdsville, Kentucky. Anne’s foresight positioned WSP to aid the KYTC in a unique project showing the capability of 2070LC traffic signal controllers as well as the expertise WSP brings to a project. WSP provided the KYTC with signal retiming, database conversion, and a flush plan to assist holiday plans in handling seasonal employment at Amazon and other distribution centers. Complications are imminent as the KYTC upgrades traffic signals to 2070LC controllers statewide. Anne has built a network of relationships within WSP; she brings

- the knowledge of an internationally acclaimed engineering firm to the front door of the KYTC. This signal retiming effort opened the door for Kentucky to move forward into the industry’s leading technologies from the aid of the local WSP team.
- US 41A – Hopkinsville, Kentucky: Anne managed the signal retiming and database conversion along US 41A from the KYTC’s 2017 Statewide On-Call Traffic Engineering Contract. This retiming project included five signalized intersections. This project was unique in that another signalized intersection existed between two others that was requested by the KYTC to remain running free. Anne showcased WSP’s ability to produce quality work with a benefit-cost ratio of 32:1 despite the inability to coordinate the entire system. As an added value, WSP assisted the KYTC in the development of a standardized MaxTime pattern scheme for the KYTC to implement along the conversion to 2070LC controllers.
- » **Boone County Transportation Plan, Boone County, Kentucky:** strategic plan to identify recommendations to enhance Boone County’s transportation network and prepare for project growth through the plan year, 2040.
- » **Blue Line BRT, Indianapolis, Indiana:** developed a Synchro model to analyze options to modify the public transit system. Efforts included dividing the network into five zones over several miles of roadway, assessing each zone under multiple types of usage patterns, optimizing signal timing, and forecasting traffic. Assessing each of these models individually in each zone allowed WSP to pick and choose what pattern would be used based on model results and tie each zone together for optimal progression.



Jennifer Pangborn, AICP, PTP [WSP] Transportation Task Lead

Jennifer is passionate and committed to connecting people to opportunity and making the places we live, work, and play safer, more efficient, and more enjoyable. Jennifer works to marry the technical side of engineering and her understanding of construction and operations with planning and the visioning portion up front of projects. She wants to plan for implementation in every project, focusing conversations up front during planning to center on construction, funding, implementation and operations to further ensure projects can be successful.

Firm: WSP **Years of Experience:** 13 **Education:** M.S., Construction Management, cum laude, Washington University in St. Louis; B.S., Civil Engineering – Transportation, cum laude, Washington University in St. Louis

Experience on Similar Projects

- » **Armour Road Complete Streets Plan and Implementation, North Kansas City, Missouri:** project manager guiding team to develop an implementation plan for three different zones along Armour Road. Jennifer helped identify the priorities of the stakeholders and gather feedback for the components of the plan through an in-depth engagement process. As the final alternative was identified, she helped guide the team towards identifying different urban design components to enhance the overall product. Jennifer developed the concept of the pop-up parklet public meeting to show how the concept would work. This innovation has won numerous awards.
- » **Quivira Road Multi-modal Corridor Study, Lenexa, Kansas:** project manager for a proactive study looking at preparing a vision for future redevelopment and transportation improvements through the heart of an aging retail district in Lenexa, Kansas. Jennifer led the project to establish a robust non-motorized network vision to better connect the residents and businesses and provide future developers an idea of what improvements need to be included in their proposals to the city for the future.
- » **Midtown Complete Streets Plan, Kansas City, Missouri:** technical advisor for the comprehensive study of five of the most important arterial roads in the Midtown/Plaza area of Kansas City. The study leveraged past planning efforts and community and stakeholder engagement to provide an implementation plan for the area.
- » **Kimmswick Complete Community & Streets Plan, Kimmswick, Missouri:** project manager for WSP leading the transportation connections to the historic downtown. This unique great streets project focused on improving connections for all users and modes to the downtown and how to capitalize on the new improvements along the waterfront.



Andy Knight, PLA, ASLA [MKSK] Land Use and Economic Development Task Lead

Andy understands how thought-provoking design adds value to the public realm, and this understanding is incorporated into a team-wide approach toward the design of evocative public space. Andy's project achievements and impactful project leadership results in the creation of public places that embody the character of place while balancing the spectrum of functional, technical, and sustainable principles. Andy is acutely entrenched in the design and implementation of each project and emphasizes the importance of detail in realizing great design. His work collectively includes public realm revitalization initiatives, dynamic and productive landscapes, and vibrant public spaces that promote a diversity of social uses and cultural traditions.

Firm: MKSK **Years of Experience:** 21 **Education:** Master of Landscape Architecture, The Ohio State University Bachelors in Landscape Design, University of Tennessee

Experience on Similar Projects

- » **Euclid Ave. & S. Limestone St. Commercial Corridor Study, Lexington, Kentucky:** A market-based strategy to guide growth and redevelopment along two mixed use corridors, linking downtown Lexington and surrounding neighborhoods to the University of Kentucky campus.
- » **West Kentucky Street Corridor Master Plan, Louisville, Kentucky:** The concept plans provide recommendations for multi-modal transportation, lane width reductions that provide safer and better pedestrian circulation, greener streets with tree canopy and green stormwater infrastructure, safer crossings at multiple intersections, improved railroad and railyard crossings, and establish an authentic identity through public art, murals, and interpretive signage.
- » **Michigan & Gratiot Avenue TOD Corridor Study Alternative Analyses, Detroit, Michigan:** MKSK led the analysis of land use, station locations, and descriptions of how development can be expected around the stations. This led to development of a TOD overlay district for the station areas funded by the Michigan Economic Development Corporation.



Laura Whitman [Rasor] Engagement Task Lead

Laura Whitman offers clients more than 20 years of public relations and community outreach experience and provides counsel on a broad spectrum of activities ranging from strategic communications and planning to public outreach and involvement. Laura specializes in strategic program development and implementation for public works projects and coordinating community outreach initiatives and events. Laura's leadership in communicating infrastructure improvements runs long and deep. She began working with Rasor Marketing Communications in 2009 and has managed community outreach and public involvement initiatives for multiple public agencies including the KYTC, ODOT, the transportation districts of Hamilton and Clermont counties, the Ohio-Kentucky-Indiana Regional Council of Governments, the Metropolitan Sewer District of Greater Cincinnati, and Greater Cincinnati Water Works.

Firm: Rasor Marketing Communications **Years of Experience:** 20 **Education:** B.A. in Public Affairs with a specialization in Environmental Management, Indiana University

Experience on Similar Projects

Laura's experience includes many regional public works and transportation projects including **the KY 536 Scoping Study, the Eastern Corridor Program in Cincinnati and the Eastern Corridor's Oasis Rail Transit study**, all of which focused heavily on proactive stakeholder engagement through public meetings, internet-based communications and media relations. Laura also provided public outreach support and guidance for **the Boone County Transportation Study and the 2017 Brent Spence Bridge (BSB) Maintenance project**.

For the **Boone County Transportation Plan**, Laura assisted the client with developing a strategic community outreach and engagement plan and provided strategic communications counsel for outreach initiatives.

In her role on the **BSB Maintenance project** team, Laura focused on developing the project website and project maps; writing daily content and travel updates and posting on the website; preparing and distributing ongoing project updates to stakeholders; monitoring questions and comments received from the public via email and preparing responses; and assisting with social media communications (developing posts and preparing responses to comments/questions received).



John Loughran, AIA, AICP, LEED [WSP] Advisor

John brings progressive experience in urban design, planning and architecture with an expertise in transit-oriented development. He understands the relationship between the built environment and transportation, and the complexities of integrating mixed-use development with transportation infrastructure. John has worked with clients to develop and organize public participation through a variety of communication techniques such as open houses, focus groups, agency meetings, and stakeholder workshops.

Experience on Similar Projects

- » **TOD Strategic Plan for the I-20 Corridor:** *lead urban designer*
- » **Hartford Line TOD Action Plan Stakeholder Engagement:** *lead urban designer*
- » **Corridor TOD Planning Agency Workshops for Charlotte Area Transit, Charlotte, North Carolina:** *urban designer*
- » **Feasibility Study for Land Use Master Plan at Sakonnet River Bridge Landings, Portsmouth and Tiverton, Rhode Island:** *land use planning*
- » **Cary Multi-Modal Center and Station Area Plan, Cary, North Carolina:** *lead urban designer*



Rob Hans, PE [WSP] Project Principal

Jay is a transportation engineer and planner who seeks to enhance communities through design by improving road safety, increasing accessibility and mobility for all modes of transportation, and improving public health and quality of life through active transportation integration. He manages complete streets projects and has developed a way to utilize cmf's to quantify safety improvements for bicycles and pedestrians.

Experience on Similar Projects

- » **I-71 / I-75 Systems Interchange / Brent Spence Bridge Rehab and Interstate Corridor Improvements and Cost Savings Study, Northern Kentucky and Cincinnati, Ohio:** *KYTC project manager*
- » **Interstate Rehabilitation in Northern Kentucky:** *chief district engineer*
- » **Pride Parkway / Taylor Mill Road (KY 16) Realignment Project, Taylor Mill, Kentucky:** *chief district engineer*
- » **KY 237 Single Point Urban Interchange (SPUI) over KY 18, Burlington, Kentucky:** *chief district engineer*
- » **Fields Ertel Road Phase 2 Improvements, Sharonville, Ohio:** *project manager*



Timothy Thornton [WSP]
Land Use and Development

Tim is an economic, market and financial consultant with experience providing solutions for public and private sector clients with questions involving transit-oriented

development (TOD), value capture opportunities, real estate financial and market feasibility, fiscal and economic impacts, funding options, and optimal land use decision making. Tim has many years of experience as a consultant to public sector clients such as local governments.

Experience on Similar Projects

- » **Hartford Line Corridor TOD Market Analysis, Connecticut:** *real estate market analysis lead*
- » **TOD Corridor Market Analysis, Aurora, Colorado:** *market conditions analysis lead*
- » **Mixed-Use TOD Station Market Analysis, Newport News, Virginia:** *real estate market analysis lead*
- » **Potomac Yard Metrorail Station Value Capture Analysis, Alexandria, Virginia:** *financial feasibility lead*
- » **Mixed-Use TOD Joint Development Proposal Evaluation, Houston, Texas:** *financial feasibility lead*



Daniel Beard, AICP [WSP]
GIS

Daniel's work centers on the intersection of mobility and urban design, with a focus on developing innovative design solutions that enrich communities by providing

safe and efficient access to all modes of transportation. Daniel understands that the communities we work in must be included in the planning and design process from conception to completion.

Experience on Similar Projects

- » **Woodward Avenue Complete Streets Master Plan, Detroit, Michigan:** *deputy project manager*
- » **Gratiot Avenue Transit Study, Detroit, Michigan:** *deputy project manager and planning task lead*
- » **METRO Regional Transit Plan, Houston, Texas:** *transportation planner*
- » **Michigan Street Corridor Plan, Grand Rapids, Michigan:** *deputy project manager*
- » **City of Detroit Street Bond Program, Project Planner and Staff Coordination, Detroit, Michigan:** *project planner*
- » **I-75 Transit Feasibility Study, Flint, Michigan:** *deputy project manager*



Bryan Robinson [WSP]
Charrette Specialist

Bryan's work centers on the design, programming, tools, and policies that will foster social, economic, and environmental sustainability, and create walkable, equitable,

transit-supportive communities. His placemaking specialties include land use and codes, sustainable development, transit-oriented development, and streetscapes and public spaces. Over his career, Bryan has participated in numerous public engagement processes and led multiple planning processes and design charrettes to develop consensus plans where he engaged with elected officials, municipal leaders, neighborhood groups, business associations, and advocacy groups.

Experience on Similar Projects

- » **Wellston First Transformation Plan, Wellston, Missouri:** *senior planner*
- » **Joslyn Neighborhood Housing and Development Study, Omaha, Nebraska:** *project and charrette manager for public engagement and project development*
- » **Monsanto Campus Landscape Master Plans, St. Louis, Missouri:** *charrette project planner*
- » **Arch-Laclede' and Stadium Station Area TOD Plans:** *project manager*



Jared Gulbranson, AICP [WSP]
Transit

Jared provides planning expertise and innovative solutions to public transit and other transportation challenges. His transit planning

expertise includes transit operations and capital facilities planning, short and long range transit planning, comprehensive operations analysis, major transit corridor analysis, bus rapid transit and fixed guideway planning, intergovernmental relations and coordination, public engagement, federal grant writing, and performance monitoring and measurement. He is an accomplished project manager and has led multiple transit planning projects throughout the Midwest.

Experience on Similar Projects

- » **Forest Park Connectivity and Mobility Study, St. Louis, Missouri:** *transit planner*
- » **Rock Island Corridor Transit Analysis, Jackson County, Missouri:** *project manager*
- » **Cedar Rapids Metro-Wide Transit Study:** *project manager*
- » **Jackson County Commuter Corridors Alternatives Analysis, Jackson County, Missouri:** *project manager*
- » **Illinois Valley Public Transportation Plan, Kendall, La Salle and Grundy Counties, Illinois:** *data analysis*



**Alan Danaher, PE [WSP]
Transit Signal Priority**

Alan is nationally recognized in North America as a leader in BRT systems, transit signal priority, and other transit ITS, transit capacity, and quality of service assessment.

Alan is a renowned transit system researcher, having served as a principal investigator on three research projects for the national Transit Cooperative Research Program (TCRP). He has worked on or served as senior advisor on several other TCRP projects, including development of A Guidebook on Transit Performance Measurement Systems, Suburban Transit Service Guidelines, and Guidelines for Locating and Designing Bus Stops.

Experience on Similar Projects

- » **Metro St. Louis BRT Planning and Design Services, St. Louis, Missouri:** *project manager*
- » **Volusia Transit Alternatives Analysis Study, Volusia County, Florida:** *project manager*
- » **Long Range Transportation Plan, Charlotte, North Carolina:** *transit planner*
- » **BRT Planning and Research, Broward County, Florida:** *task manager*



**Chris Barrow, PE [WSP]
ITS / Technology**

Christopher Barrow has over six years of experience at WSP, following three years of experience at the State of Georgia at the Atlanta Transportation Management Center (TMC).

Chris provides experience from both sides of consulting. As a result, he understands the importance of quality work and a great working relationship with your team. His experience encompasses traffic engineering, electrical construction inspection, roadway lighting design, regional traffic signal operations, and ITS device applications.

Experience on Similar Projects

- » **LFUCG Traffic Signal Retiming, Lexington, Kentucky:** *lead traffic engineer*
- » **KYTC 2017 Statewide Traffic Engineering – Corridor Signal Timing:** *lead traffic engineer*
- » **Fayette Raleigh MPO Long Range Plan Fayette and Raleigh, West Virginia:** *traffic engineer*
- » **I-35E in Dallas, Texas:** *traffic engineer*
- » **Louisville Metro Signal Timing, Louisville, Kentucky:** *project engineer*



**Brad Strader, AICP,
PTP [MKSK] Transit**

Brad has more than 35 years experience in comprehensive and downtown plans, multi-modal transportation, and development

regulations. His transportation projects include over 70 corridor and complete streets plans, access management, thoroughfare plans, transit planning and parking studies. His clients have included metropolitan planning organizations, municipalities, and road agencies throughout the U.S. He is a frequent lecturer on planning and transportation topics at state, regional, and national conferences and training webinars.

Experience on Similar Projects

- » **Euclid Ave. & S. Limestone St. Commercial Corridor Study, Lexington, Kentucky:** *project planner*
- » **West Kentucky Street Corridor Master Plan, Louisville, Kentucky:** *project planner*
- » **Michigan & Gratiot Avenue TOD Corridor Study Alternative Analyses, Detroit, Michigan:** *project planner*



**Andrew Overbeck, AICP
[MKSK] Stakeholder Facilitation**

Andrew has completed transformational municipal planning, long-range planning, urban design, streetscape, alternative

transportation, urban parks, and campus master plan projects. He has worked in cities throughout the region on downtown plans and public realm improvements with a focus on urban revitalization, sustainability, and connectivity. Matching his strong background in research, writing, and graphic design with his ability to facilitate public discussion and discourse, Andrew is able to effectively communicate and build consensus for solutions that enhance and invigorate cities and neighborhoods.

Experience on Similar Projects

- » **Euclid Ave. & S. Limestone St. Commercial Corridor Study, Lexington, Kentucky:** *project planner*
- » **West Kentucky Street Corridor Master Plan, Louisville, Kentucky:** *project planner*
- » **Michigan & Gratiot Avenue TOD Corridor Study Alternative Analyses, Detroit, Michigan:** *project planner*



Haley Taylor, [RASOR] Engagement

Haley is a lifetime Northern Kentucky resident. Haley offers more than 23 years of experience in the consulting industry. She started her career at Deloitte & Touche

providing project management and support to various hospitals and healthcare systems across the nation. Her projects included process standardization, revenue maximization, right-sizing, and change management. She later served as Director of Organizational Effectiveness at the Health Alliance, Cincinnati's largest healthcare system at the time. She facilitated projects ranging from new service expansion and departmental consolidation to process re-engineering across the six hospital system.

Experience on Similar Projects

Haley began working with Rasor Marketing Communications as a project manager in 2009, coupling a practical, matter-of-fact approach with a natural instinct for business. She has been an integral team member for the agency's many public works and transportation projects including the **2017 Brent Spence Bridge Maintenance project and the Eastern Corridor Program of projects and is currently supporting the I-71/AA Outer Loop Study, the Mt. Zion Road Interchange and Richwood Road reconstruction projects and more.**



Cameron Manley, EIT [WSP] Traffic

Cameron has experience performing 2070LC traffic signal controller conversions, traffic signal retiming, modeling, as well

as capacity and operations analysis. He has knowledge in translating existing conditions into several data forms and taking networks through the process of simulation optimization, field implementation, and, further, real-time optimization.

Experience on Similar Projects

- » **LFUCG Traffic Signal Retiming, Lexington, Kentucky:** *traffic engineer*
- » **KYTC 2017 Statewide Traffic Engineering – Corridor Signal Timing:** *traffic engineer*
 - US 31E – Glasgow, Kentucky
 - KY 480 – Shepherdsville, Kentucky
 - US 41A – Hopkinsville, Kentucky
- » **Louisville Metro Signal Timing, Louisville, Kentucky:** *project engineer*



Austin Obenauf, EIT [WSP] Traffic

Austin is an entry-level engineer and recent graduate from the University of Kentucky. His degree focus was in transportation with an emphasis on traffic safety and forecasting.

He has experience in many facets of traffic engineering including traffic demand modeling, signal timing, transit, and safety.

Experience on Similar Projects

- » **I-605, Transit and Traffic Concept Of Operations:** *Traffic Engineer*
- » **Regional Traffic Signal Operations, Traffic Signal Retiming:** *traffic engineer*
- » **I-40 Coordinated Adaptive Ramp Metering, Traffic Operations And Concept Design:** *traffic engineer*
- » **I-85 Ramp Metering, Traffic Operations And Concept Design:** *traffic engineer*
- » **I-24 Pavement Rehab, Crash Review Of Heavy Crash Locations:** *traffic engineer*
- » **I-71 Traffic Forecast, Traffic Growth Rate Analysis:** *traffic engineer*



Todd Teuscher, PLA, ASLA, CLARB, LEED AP BD+CT [WSP] Landscape Architect

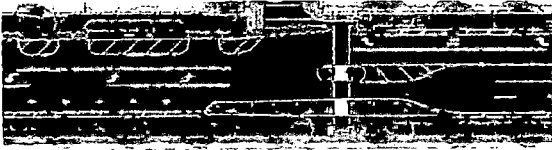
Todd Teuscher is a senior landscape architect with WSP, with extensive experience in

master planning, site design, specialty detailing, urban design, streetscape design, recreation planning, and landscape design. His responsibilities include preparation of master plans, graphics, site designs, construction documents, design analysis reports, and development guidelines for a variety of landscape architectural projects. Todd is active in his community and is a member of the Planning Commission for the City of Arnold, Missouri.

Experience on Similar Projects

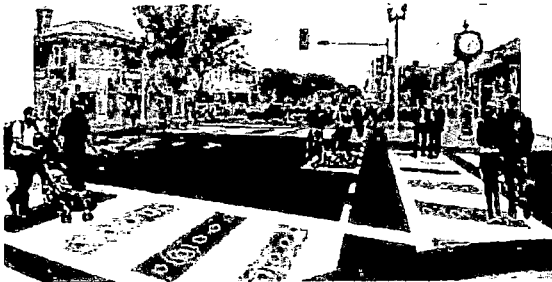
- » **Armour Road Complete Streets, North Kansas City, Missouri:** *landscape architect*
- » **Brent Spence Bridge Corridor Design Guidelines, Cincinnati, Ohio and Covington, Kentucky:** *landscape architect*
- » **Illiana Corridor, Wilmington, Illinois:** *landscape architect*
- » **I-35E Corridor Identity Plan, Lewisville, Texas:** *landscape architect*

Similar Projects Completed by Key Staff



ARMOUR ROAD COMPLETE STREETS PLAN & IMPLEMENTATION **North Kansas City, Missouri**

The Armour Road Complete Streets Implementation Plan is transitioning a 1.75-mile portion of Armour Road into a complete street that serves vehicles, bicyclists, pedestrians, and transit riders using existing pavement. It builds off the city's Master Plan, which identified expansion of a multimodal transportation network as a key priority and identified future bicycle routes through the city. The project was brought to life in a pop-up parklet public meeting demonstration which led to the success and momentum from the city council to adopt and fund the first phase of implementation (see <https://www.youtube.com/watch?v=RzikswRXYOg> for a timelapse video of the award-winning innovative public meeting). **Key Staff:** Jennifer Pangborn - Project Manager; Bryan Robinson - Urban Designer.



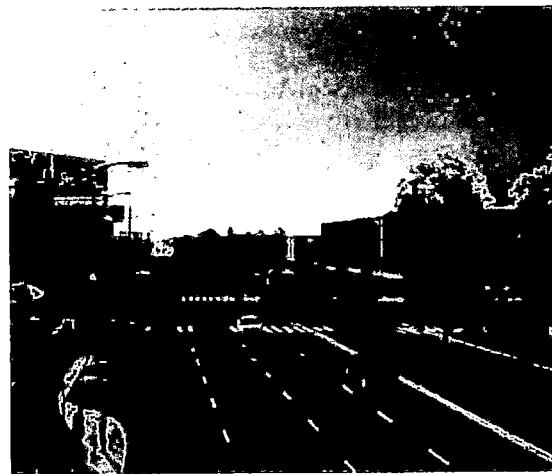
MIDTOWN COMPLETE STREETS PLAN **Kansas City, Missouri**

The Midtown Complete Streets Plan is the next step in rethinking the transportation network in Kansas City. Under the scope of the project, five major arterial streets in the Midtown/Plaza/Westport were studied to provide equal safety, priority, convenience and high quality experience for all users including pedestrians, cyclists, transit users and motor vehicle drivers. This planning study built on past planning efforts in the area that showed area residents wanted more and better multimodal transportation options. The goal of this study was to refine this vision and deliver recommendations transformative for the area. Facility types were investigated including specific layouts and impacts on construction of these facilities. Techniques investigated include road diets, narrowing of lanes, removal of unnecessary auxiliary lanes, construction of bike lanes or protected cycle tracks, improvement of pedestrian crossings, and addition of on-street parking. **Key Staff:** Jennifer Pangborn - Technical Advisor; Bryan Robinson - Urban Designer.



WOODWARD AVENUE RAPID TRANSIT STUDY **Oakland and Wayne Counties, Michigan**

The primary objective of this study was to determine a locally preferred alternative (LPA) for rapid transit along Woodward Avenue, including the selection of a mode, route, and station locations. A variety of alternatives were developed and vetted through a multi-tiered evaluation process. The LPA was unanimously supported by communities along Woodward Avenue and was approved by the RTA Board of Directors. The project will advance into the environmental review phase for further evaluation before entering into FTA project development. In addition to the development and evaluation of alternatives, community engagement was a critical element of this project. Continued involvement by the project's advisory committees ensured support from a wide range of stakeholders. Innovative public events that utilized a variety of digital components to allow residents to immerse themselves in the project and visualize its impact on their communities. **Key Staff:** Daniel Beard - Deputy Project Manager.

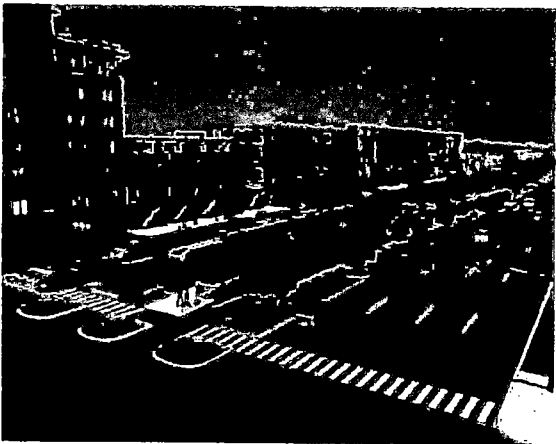




INDEPENDENCE AVENUE BUS RAPID TRANSIT FEASIBILITY AND PLANNING STUDY

Kansas City, Missouri

WSP led a planning process that carefully examined a multitude of past planning documents that overlapped the corridor as well as conducted an extensive public engagement process to develop detailed goals for the improvement of rapid transit in this critical corridor. Our team of transit and urban planners developed a series of BRT route alternatives. To inform the decision-making process the WSP team conducted a detailed transit market analysis to assess current population and employment densities, household auto-ownership, poverty rates, languages spoken and other key metrics that can help determine the most productive areas for transit service. To conclude the planning study WSP developed annual operations as well as capital cost estimations and a detailed project schedule to advance the Independence Avenue MAX BRT project into the next stages of planning, development, design, construction, and operation by 2023. **Key Staff:** Jared Gulbranson - Project Manager; Tim Reynolds - Transit Planner.



GRATIOT AVENUE RAPID TRANSIT STUDY

Macomb and Wayne Counties, Michigan

The primary objective of this study was to determine a locally preferred alternative (LPA) for rapid transit along Gratiot Avenue, including the selection of a mode, route, and station locations. A variety of alternatives were developed and vetted through a multi-tiered evaluation process. The LPA was unanimously supported by communities along Gratiot Avenue and was approved by the RTA Board of Directors. The project will now advance into the environmental review phase for further evaluation before entering into FTA project development. In addition to the development and evaluation of alternatives, community engagement was a critical element of this project. Continued involvement by the project's advisory committees ensured support from a wide range of stakeholders. Innovative public events that utilized a variety of digital components and a hands-on BRT exhibit allowed residents to immerse themselves in the project and visualize its impact on their communities.

Key staff: Tim Reynolds - Task Manager; Dan Beard - Deputy Project Manager.



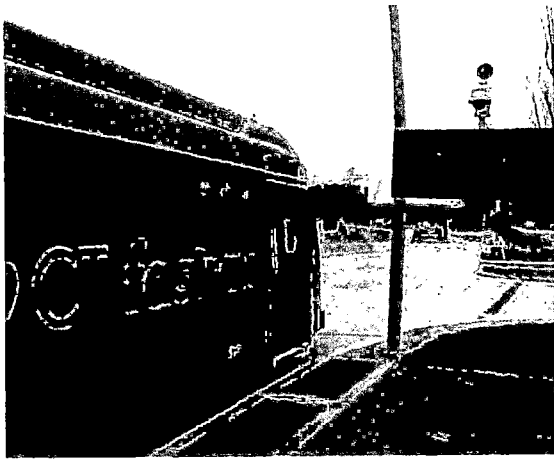
KIMMSWICK COMPLETE COMMUNITY & STREETS PLAN

Kimmswick, Missouri

WSP assisted in this transformative vision for the city of Kimmswick that started as a corridor plan and ended with a citywide vision towards the future. Kimmswick operates as a small, rural town that has an influx of visitors during special events. WSP assisted with the robust outreach which included numerous meetings with residents, stakeholders, and the business community.

WSP specifically helped work with the railroads to forge a way forward towards consensus on connecting the riverfront. WSP also helped layout the groundwork for creating a CID and taxing entity downtown to own and maintain the vision and future transportation. The final plan includes strategies to address appropriate business growth, city governance, permanent flood protection, public space improvements, and connecting the community to a new Mississippi riverfront park to welcome the Delta Queen Steamboat. **Key Staff:** Jennifer Pangborn - Project Manager; Bryan Robinson - Lead Planner.

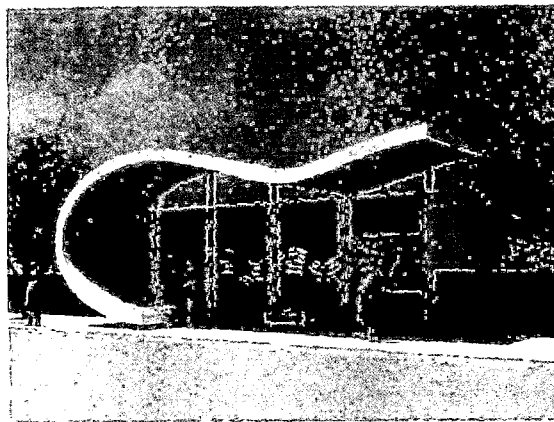




CTFASTRAK TRANSIT-ORIENTED DEVELOPMENT (TOD) CAPACITY STUDY

New Britain, Newington, West Hartford & Hartford, Connecticut

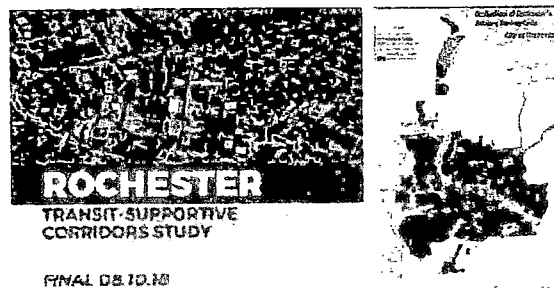
As part of the TOD planning on-call with the Connecticut Department of Transportation, WSP conducted a study to examine potential for TOD along the newly opened CTfastrak Bus Rapid Transit (BRT) Corridor in Central Connecticut. It assessed the degree to which there is a “capacity” for TOD on the corridor. The study identified the extent to which the keys to successful TOD implementation were in place along the corridor by examining each CTfastrak station area’s physical suitability, regulatory environment, political willingness, developer interest, community support, interjurisdictional cooperation, and local level TOD planning. Following an extensive evaluation of these success factors, this study outlines an implementation action plan tailored to each community’s needs and current capacity to carry out TOD along the corridor. **Key Staff:** John Loughran - TOD Task Manager.



ST. LOUIS RAPID TRANSIT CONNECTOR STUDY

St. Louis, Missouri

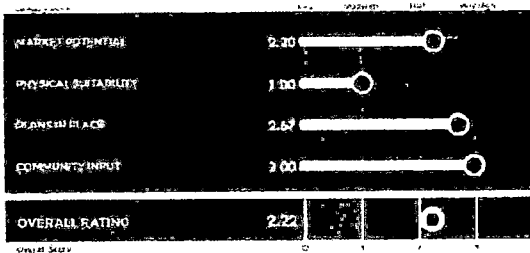
The St. Louis Rapid Transit Connector Study was conducted by WSP under the contract to the Bi-State Development Agency (Metro Transit) in partnership with East-West Gateway Council of Governments, St. Louis County, the City of St. Louis, and the Missouri Department of Transportation (MoDOT). This study was a major step in the implementation of Metro’s long-range plan, Moving Transit Forward. Through a rigorous, two-tier screening process, four alignment and service alternatives- one highway BRT line and three arterial BRT lines were advanced for further study, concluding in the selection of two projects for implementation within the next three years: I-64 expressway BRT between the suburban community of Chesterfield and downtown St. Louis and arterial BRT in the Natural Bridge Road corridor serving portions of the city’s north and the city of Ferguson. **Key Staff:** Tim Reynolds - Project Manager.



ROCHESTER TRANSIT-SUPPORTIVE CORRIDORS STUDY

Rochester, New York

As part of its Comprehensive Plan, the City of Rochester established a vision for coordinating land use and transportation decisions to create a multi-modal, transit-supportive and sustainable community. The City undertook a Transit-Supportive Corridors Study and identified twelve corridors that will become the focus for transit-supportive development. Transit-supportive development aligns the City’s vision for land use and development with the investment in transit by encouraging vibrant, walkable, mixed-use neighborhoods along transit corridors where people have the ability to live, work and play. Transit-supportive development increases mobility choice and access to employment and services and provides health benefits by promoting active lifestyles, while reducing transportation costs. WSP conducted a desirability and readiness assessment for 12 transit corridors (over 32-miles). The purpose of this study was to evaluate characteristics and prioritize corridors that have more transit-supportive characteristics. The process included a quantitative and qualitative evaluation of corridors ranking them from low-potential to very-high potential for transit-supportive development. **Key Staff:** Bryan Robinson - Lead Planner.



I-20 EAST TRANSIT-ORIENTED DEVELOPMENT (BRT-TOD) STRATEGY PLAN **DeKalb County, Georgia**

The Metropolitan Atlanta Rapid Transit Authority (MARTA) and DeKalb County partnered to conduct the I-20 East TOD Strategic Plan. WSP is the prime consultant for this project. The TOD planning process fully incorporated stakeholder and public outreach to identify community needs, build consensus, and understand constraints to development in an underperforming part of DeKalb County. The plan lays out a corridor wide land use strategy accords the corridor. The study identifies strategies to create a mix of housing, office, retail, and other amenities tailored to the unique condition of each station area balanced with a corridor approach to the mix of land uses that will strengthen the area's economy and generate MARTA ridership. TOD at each station is focused around a walkable neighborhood centered on quality public transit. This action-oriented plan is focused on identifying strategies to overcome challenges creating project champions to make TOD a reality along the corridor. **Key Staff:** John Loughran - TOD Task Manager.

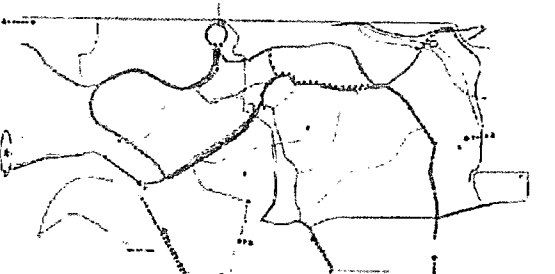
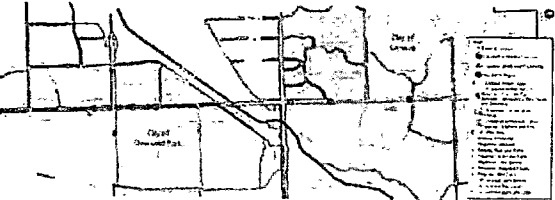
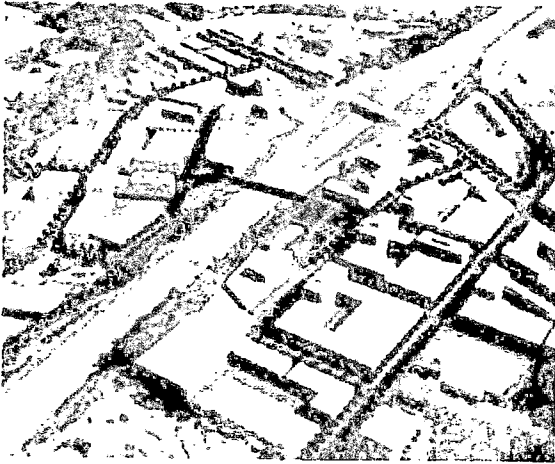
QUIVIRA ROAD CORRIDOR STUDY **Lenexa, Kansas**

WSP led this study of a three-mile corridor to expand economic development potential and explore expanded access opportunities for pedestrians, transit users and cyclists. The project involved a study of existing conditions, corridor traffic, crashes, economic development, demographic trends and other data, combined with a public engagement strategy. The steering committee, city staff, and public helped to set the goals and vision which included: developing the corridor to be a major reinvestment opportunity that is positioned for long-term financial prosperity; creating a corridor that is accessible for multiple modes of transportation and walkable, workable, and livable for all; and designing a corridor that is unique, attractive, and branded to support the distinct character of its place. WSP refined the vision, developed recommendations, and created an implementation plan to create a sustainable, vibrant, and unique corridor that is safer and more convenient for all modes of transportation. **Key Staff:** Jennifer Pangborn - Project Manager; Bryan Robinson - Lead Planner.

FOREST PARK CONNECTIVITY AND MOBILITY STUDY **St. Louis, Missouri**

WSP was hired to provide professional transportation planning, public involvement and engineering services to conduct a connectivity study for Forest Park. The challenge of the study was to create a plan that addresses connectivity for the regional traveler as well as the park neighbor, and improves the experience for visitors for years to come. The WSP team worked to balance nature, culture, and people and align with the Forest Park Master Plan.

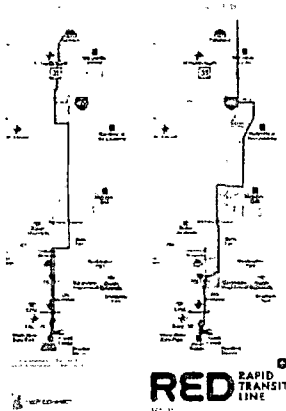
The team systematically engaged a stakeholder group that included the Forest Park Advisory Board, numerous City of St. Louis departments, institutions located within the park, as well as institutions and neighborhood groups surrounding the park, among other regional stakeholders. With sights set on crafting a long-term vision, coupled with short-term, actionable strategies to improve connectivity and mobility, the WSP design team delivered clear, multi-modal solutions that will benefit all users of Forest Park and respect the scale and reputation of this regional gem. **Key Staff:** Jennifer Pangborn - Project Manager.





LEXTRAN COMPREHENSIVE OPERATIONAL ANALYSIS **Lexington, Kentucky**

Lextran, the public transit provider in Lexington, Kentucky, contracted with WSP to conduct a Comprehensive Operational Analysis (COA) of its fixed route and paratransit systems. The COA followed WSP's successful conduct of the Alternatives Analysis of Lexington's US 27/Nicholasville Road corridor, which resulted in an arterial Bus Rapid Transit line as the locally preferred alternative. The planned BRT line was incorporated into the COA. The COA is also designed to position Lextran for the longer term, and as a response, WSP developed a series of alternative design concepts including a more crosstown-based network and a high frequency network that improves headway's on the system's top lines from 30 to 15 minutes but reduces service, or replaces service with point deviation routes, in lower demand areas. The COA also included use of existing farebox for on-off and transfer counts, extensive analysis of demographic data and projection, and public outreach program. **Key Staff:** Tim Reynolds - Deputy Project Manager / Lead Transit Planner.



INDYCONNECT RED LINE ALTERNATIVES ANALYSIS **Indianapolis, Indiana**

Central Indiana's transportation initiative, Indy Connect, was designed to connect people to places through a network of bus routes, rapid transit lines, roadways, pedestrian paths, and bike facilities. The 10-year plan calls for doubling local bus service, adding express routes and community circulators, and implementing five rapid transit lines, including the Red Line. It connects the City of Carmel to the north with the City of Greenwood to the south, and travels through downtown Indianapolis in between. The WSP team conducted the Alternatives Analysis under the direction of a consortium comprising the Indianapolis Metropolitan Planning Organization, the Central Indiana Regional Transportation Authority (CIRTA) and IndyGo (transit agency). The AA helped the consortium select a recommended mode and general alignment, setting the stage for potential New Starts / Small Starts funding. **Key Staff:** Will Tolbert - Project Manager; Tim Reynolds - Transit Task Lead.



ANDREW HIGGINS CORRIDOR FEASIBILITY STUDY **New Orleans, Louisiana**

NORPC contracted with WSP to conduct an assessment and develop alternatives to improve Andrew Higgins Drive, a short but key portion of the downtown New Orleans street network. Andrew Higgins Drive connects the Ernest Morial Convention Center with the National World War II Museum. Given its anchor attraction, the street is poised to become a more vital pedestrian and motorist thoroughfare and generator of additional development and revitalization in the Warehouse District of the Central Business District. The study was designed to determine the type and extent of urban design and streetscaping features to improve safety, accessibility and comfort for non-motorized users along with the need for limited roadway rehabilitation work. A stakeholder and public outreach program was conducted including creation of a project advisory committee composed of stakeholders and city, regional, state and federal agency representatives. The function and design of the street was thoroughly categorized and reviewed, culminating in a series of design alternatives and selection of a preferred alternative. **Key Staff:** Tim Reynolds - Project Manager.



DOWNTOWN STREETScape MASTER PLAN (MKSK) Lexington, Kentucky

The Lexington Downtown Streetscape Master Plan established a strategy and guidelines for the incremental transformation of Downtown Lexington's public realm. The goal of the plan was to restore a pedestrian-friendly and inviting environment to the Downtown district's streets and public spaces. The master plan creates better connected urban spaces within Downtown and the adjoining neighborhoods through the development of a "Complete Streets" strategy, as well as establishes on-street pedestrian spaces that support outdoor dining, entertainment, and cultural activities and incentivize private investment within the Downtown. **Outcomes:** 2009 IDA Award of Distinction; 2009 APA-KY Outstanding Plan; 2008 Cincinnati Design Award, Unbuilt Plan; \$17M in Capital Improvements. **Key Staff:** MKSK



EUCLID AVENUE AND SOUTH LIMESTONE STREET COMMERCIAL CORRIDOR STUDY (MKSK) Lexington, Kentucky

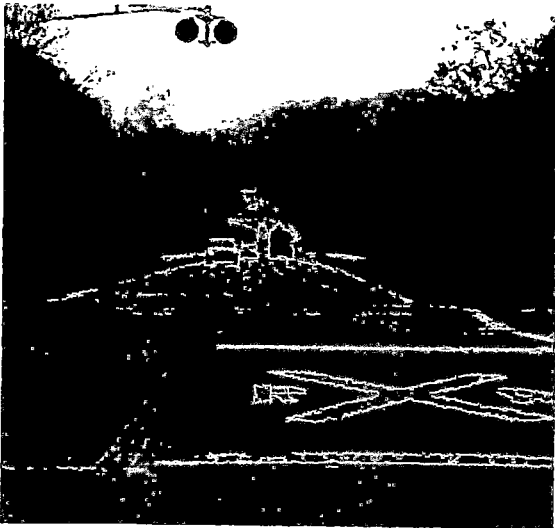
To understand the scale and scope of opportunity for each corridor, MKSK partnered with a market analyst to identify existing and potential demand for housing and retail development. The team created a market strategy for each corridor, identifying character segments and opportunity sites for catalytic infill and redevelopment. MKSK developed conceptual site layouts, building massing, and capacity scenarios to visualize and quantify potential for market-supported development typologies. MKSK also developed conceptual graphics to illustrate streetscape and pedestrian/bicycle infrastructure improvements critical to creating the type of vibrant, walkable, urban place that will attract desired private investments. The final plan provides a detailed implementation framework outlining strategies, near-term, catalyst projects, both public and private, and next steps to make the plan a reality. **Key Staff:** Andy Knight; Andrew Overbeck; Brad Strader.



BOONE COUNTY TRANSPORTATION PLAN (RASOR) Boone County, Kentucky

The project involved working with stakeholders to develop a Vision statement, goals, and objectives for Boone County's transportation system. The project team used data such as crashes, volumes, land use trends, environmental data, and public input to identify the existing and future needs of the transportation system. This data was used to develop recommendations and cost estimates for 84 recommendations.

Rasor Marketing Communications developed the communications plan and provided counsel on outreach strategies and tactics. Rasor assisted with the planning and implementation of the only brick-and-mortar public meeting that the project team hosted, in addition to developing an online survey to gather initial input from the public regarding their needs and wants. **Key Staff:** Laura Whitman - Public Engagement; Haley Taylor - Public Engagement; Chris Barrow - Traffic Engineer.





References

--- ● **TRANSIT AUTHORITY OF LEXINGTON-
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--- ● **LFUCG**

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Administrative Officer Senior
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Commercial Corridor Study (MKS - Andy Knight, Andrew
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--- ● **NORTH KANSAS CITY**

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Community Development Director
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Project: Armour Road Complete Streets Plan & Implementation
(Jennifer Pangborn, Bryan Robinson, Todd Teuscher)

Project Approach

CORRIDOR ISSUES MAP

**DOWNTOWN LEXINGTON
NORTHERN TERMINUS OF NICHOLASVILLE ROAD CORRIDOR
EMPLOYMENT DESTINATION**

**UNIVERSITY OF KENTUCKY CAMPUS + HOSPITAL - EAST
RESIDENTIAL + STUDENT HOUSING - WEST
SEASONAL TRAFFIC FLOW BETWEEN ACADEMIC SESSIONS
MAJOR EMPLOYER**

**CENTRAL BAPTIST HOSPITAL
EXPANDING MAJOR HEALTHCARE FACILITY
OFFICE AND SINGLE FAMILY RESIDENTIAL
TRAFFIC CONGESTION COMMON ALONG THIS SEGMENT**

**SOUTHLAND DRIVE
LOW DENSITY INTERSECTION & CORRIDOR
MINIMAL PEDESTRIAN / BICYCLE FACILITIES
OPEN STORMWATER MANAGEMENT**

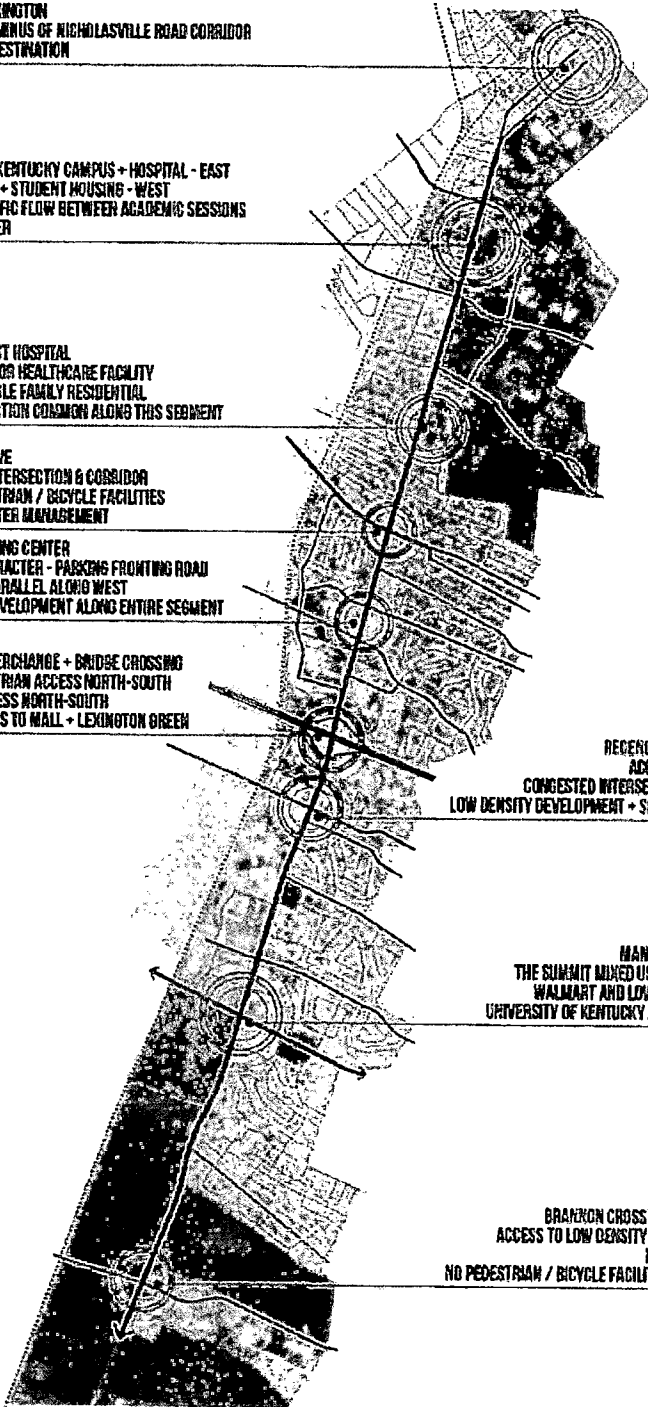
**ZANDALE SHOPPING CENTER
STRIPMALL CHARACTER - PARKING FRONTING ROAD
ACCESS ROAD PARALLEL ALONG WEST
LOW DENSITY DEVELOPMENT ALONG ENTIRE SEGMENT**

**NEW CIRCLE INTERCHANGE + BRIDGE CROSSING
MINIMAL PEDESTRIAN ACCESS NORTH-SOUTH
NO BICYCLE ACCESS NORTH-SOUTH
REGIONAL ACCESS TO MALL + LEXINGTON GREEN**

**REGENCY ROAD INTERSECTION
ACCESS TO FAYETTE MALL
CONGESTED INTERSECTION ALL DIRECTIONS
LOW DENSITY DEVELOPMENT + SINGLE FAMILY HOUSING**

**MAN-O-WAY INTERSECTION
THE SUMMIT MIXED USE NEW DEVELOPMENT
WALMART AND LOWES SHOPPING CENTER
UNIVERSITY OF KENTUCKY AGRICULTURE CAMPUS**

**BRANSON CROSSING SHOPPING CENTER
ACCESS TO LOW DENSITY RESIDENTIAL TO EAST
HIGH-SPEED CORRIDOR
NO PEDESTRIAN / BICYCLE FACILITIES ALONG CORRIDOR**



PROJECT UNDERSTANDING

Mobility is the heart of a desirable city. Mobility is about people: ensuring that people can move around our public spaces efficiently, safely, sustainably, and even enjoyably. As in other cities, Lexington has well-established corridors that have served as destinations and icons for the communities and neighborhoods they traverse.

Among the major arterials that radiate outward from downtown Lexington, none is more prominent, heavily trafficked, by people driving, biking, walking, and transiting, and prime for redevelopment than US 27/Nicholasville Road. Its strong anchors – Downtown Lexington and the University of Kentucky campus at its northern end – and the stretch of commercial and retail centers between Southland Drive and Man O' War Boulevard – generate high traffic volumes not just in peak periods and in the peak direction, but in both directions and throughout the day and on weekends.

LAMPO and regional stakeholders have long recognized the importance of the US27/Nicholasville Road corridor to Lexington-Fayette County and the need to create a more multimodal facility. While vitally important to the region, the corridor is overcrowded and needs a team of experts for a comprehensive and fresh approach. The WSP team has strong roots in this corridor. In the 2014 Alternatives Analysis conducted for LAMPO, WSP determined that the US27/Nicholasville Road corridor exhibits the potential for Bus Rapid Transit (BRT) service. The study went on to note that further analysis is needed to encourage more transit oriented development, higher densities of residents, shorter setbacks, and enhanced pedestrian/bicycle accessibility to ensure a new BRT line would be successful. MKSK lead the Lexington Downtown Streetscape Master Plan that restored a pedestrian-friendly and inviting environment to the Downtown district's streets and public spaces.

As described by LAMPO this project is as much about land use strategies and scenarios as it is about transportation analysis. New mixed-use and residential experiences like The Summit development at the corner of Man-O-War and Nicholasville Road will only increase density throughout the corridor and put even more strain on the already 5-7 lane “strood” that connects south Lexington with downtown, and all of the major destinations in between.

Therefore, this Coordinated Land Use Plan and Transportation Study represents the next critical step in the effort to reimagine and reshape as corridor that is of vital importance to the region. It will, therefore, assess and determine how Lexington-Fayette County take the next steps to reimagine US 27/Nicholasville Road and identify the tools needed to transform it into a more multimodal urban corridor.

Lexington’s “Main Street” Nicholasville Road (US 27) has practically served as the Lexington region’s arterial “Main Street” for decades. Whether commuting to work at Baptist Health, attending classes at University of Kentucky (UK), or back-to-school/holiday shopping for most of eastern Kentucky at the Fayette Mall, Nicholasville Road motorists’ needs have increased in previous years. Today, drivers and non-motorized users are finding that the corridor is near capacity. If incremental densification occurs, conditions will worsen unless a comprehensive land use and transportation strategy is implemented.

The characteristics of the corridor vary from end-to-end. Its northern end – Downtown Lexington – is a traditional central business district through which US 27 transitions from two-way Nicholasville Road to the one-way pair of South Upper Street and

South Limestone Street in Downtown Lexington. Just to the south is the massive UK campus and related “college town” commercial



Turning onto the corridor at the intersection of Man O War Boulevard and Nicholasville Road.

district, with an ever-changing mix of retail and dining and active vibe and pedestrian-oriented flavor. Upper and Limestone carry two lanes of traffic with on-street parking on both sides of the street.

To the south, Fayette Mall and the Summit are among the largest of a series of shopping centers and big box retailers along a three-mile stretch. Set back from the road and surrounded by expanses of parking, this portion of US 27/Nicholasville Road

draws workers and shoppers from throughout the region. US 27 is wide at this point: eight lanes, one of which serves as a turning lane. Portions of the main line of Nicholasville Road feature curb cuts to access businesses; others are framed by a discontinuous network of frontage-type access roads, designed to help maintain through traffic movements by separating local access. While effective, this network is over-burdened at times with congestion and motorists often sitting through multiple traffic signal cycles to re-enter the main line. The access roads also limit convenient and safe pedestrian access, especially between bus stops and destinations. As noted in the 2014 Alternatives Analysis, the conditions are not especially conducive to effective BRT as well. Given this segment’s auto-orientation, adequate parking is essential. Many of the surface lots also create impediments to pedestrian access. However, some of this parking can be looked at as a potential resource for new development that provides more jobs and expands the tax base if pedestrian and multimodal connectivity is prioritized.

Health care is another defining characteristic of US 27/Nicholasville Road. UK HealthCare’s largest facilities – including Chandler Hospital, Good Samaritan Hospital, and Baptist Health – are located along the corridor and generate traffic throughout the day and week. This stretch of Nicholasville Road carries two lanes of traffic in each direction with a center turning lane. There is no on-street parking; large parking garages are available for hospital workers and visitors.

The study must also be mindful that US 27/Nicholasville Road also has a residential component. Its middle segment is residential, and areas on either side of the commercial and institutional development are also residential. There are driveway curb cuts, although several houses that face Nicholasville Road have driveways off side streets. People who live along or adjacent to Nicholasville Road are impacted by heavy traffic and the issues, such as noise and safety, that come with it and may be wary of increased density and transit.

US 27/Nicholasville Road, as a major arterial, also serves as a major commuter corridor. With the lack of interstate or expressway access into downtown Lexington, US 27 is used by commuter traffic from points south including the southern edge of Fayette County and adjacent Jessamine County. Over 10,000 Jessamine County residents commute daily to Fayette County, many of whom use US 27 to access employment along Nicholasville Road and elsewhere in the Lexington area. To help handle peak period flows, the stretch between Baptist Health and new Circle Road features reversible lanes, providing 3-5 lanes to peak period direction traffic and 1-2 for verse peak direction traffic.

Challenges and Opportunities. Lexington is unique in the East for its urban growth boundary. While preserving the unique

landscape of Fayette County, it has also contained urban sprawl and helped retain business, especially retail, within the county. In many other cities, retail and other development has leapfrogged from the core to suburban counties to the detriment of the core county's tax base. Lexington is also one of the few cities in the U.S. without an expressway running through the core of the city. This has allowed Lexington to retain a ring of attractive, close-in, urban neighborhoods.

At the same time, it has placed a significant burden on its arterial street network, including US 27/Nicholasville Road. With 46,000 to 75,000 average daily trips, Nicholasville Road's popularity has resulted in frustration for drivers, slow speeds for bus riders, and compromises to motorist and pedestrian safety.

Yet these conditions create an opportunity for Lexington-Fayette County to reimagine the corridor in terms of:

- » **Altering its design**
- » **Improving how it is operated**
- » **Maintaining its viability as Lexington's primary commercial and employment corridor**
- » **Responding to the changing dynamics of retail**
- » **Creating a more pedestrian-friendly and transit-friendly environment**
- » **Identifying opportunities for densification**
- » **Enhancing the quality of life and providing desired amenities for residents of today- and tomorrow**

The public and private sectors have invested heavily in the corridor, and the city and county have benefitted from its robust tax and employment base. However, urban areas are dynamic, and forces from within and without prompt change. The growth of online retailing and decline of traditional brick-and-mortar retail are having profound impacts. While Fayette Mall remains successful, adapting to changing habits and preferences are essential to its longer-term viability. Down the road, the newer Summit development has demonstrated that a different concept of retail can be successful, although it is impossible to determine its long-term future- the shifting fortunes of the nearby Lexington Green complex serving as a case in point.

Imagine Lexington, the city and county's 2018 comprehensive plan, maintains the urban growth boundary but acknowledges the pressure on development inside the urban service area. As a result, the goals of Imagine Lexington include:

- » **Support of infill and redevelopment, including mixed-use development**
- » **Reduce the carbon footprint**
- » **Support local assets to create jobs**
- » **Work to achieve an effective and comprehensive transportation system**

The Coordinated Land Use and Transportation Study will help Lexington and Fayette County achieve these goals. The Imagine Lexington plan also stresses the need to engage and educate

residents on the planning process; the US 27/Nicholasville Road study must do the same.

The Role of Bus Rapid Transit and Other Modal Options. Today Today, Lextran operates traditional local bus service along Nicholasville Road. Lextran Route 5 runs the length of the corridor between Downtown and Man O' War Boulevard. Sections of three other routes - 3, 12, and 16 - serve short segments. Route 5 has one of Lextran's most robust levels of service, with 15-minute service throughout the day, gradually transitioning to 60-minute service until about midnight. With the exception of its student-oriented UK service, Route 5's Nicholasville Road service is Lextran's busiest route, carrying over 38,000 passenger trips a month. It is also among the system's most productive routes, carrying an average of nearly 24 passengers per revenue hour.



One of the stops along Lextran Route 5.

The combination of a high ridership route and major activity corridor led LAMPO in 2013 to explore the potential for high capacity, high frequency transit service with priority treatments and enhanced passenger amenities. The Alternatives Analysis determined that an Arterial Bus Rapid Transit Line, often called "BRT Lite," would be an effective and appropriate modal and service choice. The recommended plan featured operations along curbside Business Access-Transit (BAT) lanes, signal priority, widely-spaced stations with a distinctive design, off-board fare collection, low-floor buses and level boarding- all designed to maximize speed, minimize dwell time, and enhance reliability and convenience.

Lexington is far from alone in exploring - and in dozens of cities, implementing BRT lines, ranging from the arterial type suggested for Nicholasville Road to fully exclusive, "gold standard" lines. As demonstrated in Cleveland, with its ground-breaking Health Line, the investment in BRT provides greater dividends when it is part of a broader package of investments in creating a more successful urban environment. This includes providing the tools to enhance land uses - such as zoning, incentives, and identifying and nurturing redevelopment opportunities - so that the BRT corridor becomes more pedestrian oriented and conducive to transit use.

Access along US-27 from Vine Street to the Fayette County line varies for pedestrians and bicyclists throughout the corridor. Connecting the area is important, as the roadway itself connects the downtown business district, University of Kentucky campus,

major hospitals, the Fayette County Mall, and residential areas to the surrounding communities in Jessamine County. As of today, bicycle lanes are only available in the downtown area and near the University of Kentucky campus. The city of Lexington wants to increase mobility to commercial areas, safety, and widen sidewalks and bike lanes to connect neighborhoods and trails.

Mobility. Mobility is a key aspect of this project. There are residential, commercial, and rural areas, as well as the University of Kentucky along US-27. As of today, sidewalk availability varies and close off at New Circle Road, while bicycle lanes are only available near campus.

Safety. Safety is a major concern for cyclists and pedestrians. Drivers are aggressive and inattentive to pedestrians and cyclists crossing the road, even with specified crossings. Most bicycle crashes occur near campus, but that is due to the higher number of cyclists and pedestrians as well. By expanding bike and pedestrian facilities, the number of accidents could also decrease.

Connectivity. Neighborhoods, parks, and trails are found around the city, specifically the Legacy Trail to the north and Town Branch Trail downtown, which is under construction. Unfortunately, it is difficult to get to these areas by foot or bicycle. Connecting the areas will increase the usage of the recreational areas and increase the potential for activities.

The WSP team has a strong team and understanding of the study area. We are committed to LFUCG and the community that use US 27 every day. The following is our approach and project management plan for this corridor land use plan and transportation study.

PROJECT MANAGEMENT

WSP, with Tim Reynolds serving as project manager, is responsible for all project management and administrative activities and requirements during the study process, working closely with the client. WSP believes in the clear communication of scheduling needs, meeting expectations, and quality control, which are exhibited in our approach and scope of work.



Project Manager, Tim Reynolds will coordinate project and consultant activities and serve as point of contact for LFUCG.

Our leadership team includes Anne Warnick, PE, PTOE, Deputy Project Manager, and John Loughran, AIA, AICP, LEED, Senior Technical Advisor. With 12 years of local Lexington planning and engineering experience, Anne brings an unmatched understanding of the corridor and its operations. She will help verify that we are coordinating with local stakeholders and be the daily “boots on the ground.” John brings 22 years of experience in the linkages and synergy of transit and development; including creating efficient policies, ordinances, and incentives to strengthen a corridor and make it more receptive to transit solutions such as BRT. John will support Tim, Anne, and the technical team with international best practices, vision, and ideas for analysis, concept development, and the final deliverable.

Work Plan Document. At the initiation of the project, WSP will conduct a kickoff meeting and work with LFUCG staff to finalize a work plan document (WPD) that fully articulates communication protocols and strategies, the project schedule including key dates for engagement activities, key milestones, and delivery dates. The WPD will also include goals and objectives of each deliverable. Our approach to the WPD will result in efficient project delivery and maximum multi-disciplinary collaboration as well as set expectations at the beginning of the project. What makes our WPD different from others is that we align it with the robust Community Engagement Plan. This ensures that we can elicit maximum public input by scheduling meetings well in advance.

Our project manager, Tim Reynolds, AICP, brings over 35 years of transit, multimodal planning, urban design, visioning, and consensus building expertise to the table. Tim is renowned for his focus on people through master planning and the design of transit and multimodal corridors, and has led several similar efforts in recent years including the planning and design of BRT, pedestrian and bicycle improvements, and coordinated transit-urban development projects.

Experienced Teamwork. Teamwork is an equally important focus in project delivery. The composition of our team provides the right skills and attitude to address all project needs. Tim has worked with several of the WSP experts proposed for this study, and has also worked on projects with MKSK and RASOR Marketing. As PM, Tim will be responsible for overall project vision and guidance, collaborative development and recommendations, QA/QC of all work products and deliverables, and on-time delivery of results and communication.

Clear Milestones and Expectations. WSP team key staff will participate in weekly coordination calls with LAMPO’s project manager and team to ensure efficient and effective project delivery. The WPD will set clear targets for project deadlines and deliverables based on critical decision-making points throughout the planning process.

Deliverables: WPD, project schedule, weekly coordination calls, meetings/call as needed, invoices/progress reports

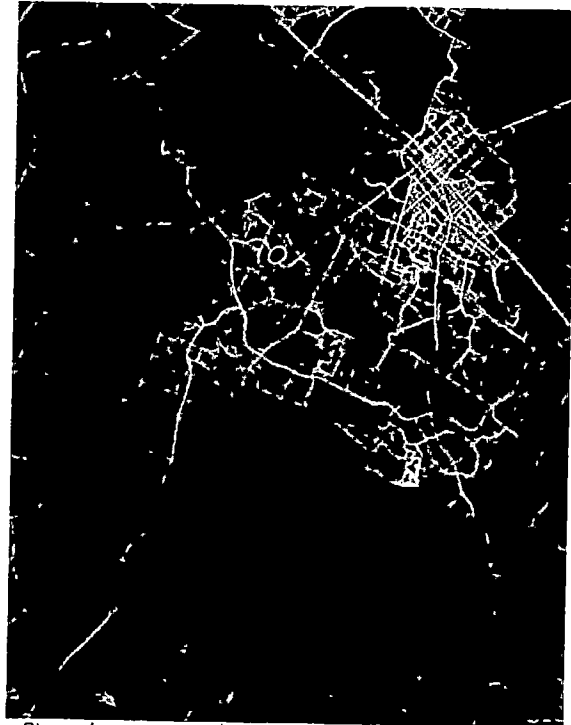
TASK 1: EXISTING CONDITIONS REVIEW/ REPORT

WSP will act as task lead for this portion of the scope, supported by MKSK. We will begin our examination and analysis by reviewing existing planning documents, collecting a digital database, and conducting site walks and observations. We would like to spend time on-site with the Council and City to talk through project issues. We will collect information on land use, infrastructure, mobility, established and emerging destinations, building typologies, stormwater, flooding, utilities, landscaping, wayfinding, signage, entries, access, parking, transit facilities and services, bicycle facilities, special events, and current and potential developments.

Existing planning documents for review will include the Lexington Comprehensive Plan, previous corridor plans, development plans, landscape and streetscape plans, and any current development proposals or plans identified by the Steering Committee.

The existing conditions summary report will provide an overview of the findings and document the systems and land use and destinations needed to gather input from the public at the first public meeting. Furthermore, we will conduct a high-level multimodal level of service, bike level of traffic stress, and Vision Zero assessment of the existing conditions; as well as use best practices from NACTO, APTA, and FTA. We will also focus on collecting information that will inform the measurability of the project with respect to the goals.

Deliverables: Draft/Final Existing Conditions Report



Strava heat map showing how some people are biking/walking the corridor and surrounding network

TASK 2: CASE STUDY REVIEW/ REPORT

Our team brings local experience in Lexington, Kentucky, and national experience in the Midwest and beyond. We will identify relevant comparable plans and projects that have elements or lessons transferable to the US27/Nicholasville Road corridor. We will identify the key topics and candidate projects for review with the LAMPO's steering committee. Based on that discussion, we will prepare a streamlined package for presentations and a summary to use at meetings, and later in the plan.

Our team has already started to identify some projects that we have worked on with similarities to US 27. We believe these case studies need to include corridor comprehensive plans, complete streets and multi-modal plans, BRT plans and implementation, form-based code and other non-traditional zoning tools, major mixed development plans, protected bicycle facilities, traffic signal priority, access management retrofits, streetscape performance enhancements, among other things. The following is a starting list of case studies we have already started to identify:

- » Cleveland - Health Line
- » Eugene, Oregon - EmX
- » Grand Rapids Michigan - Silver Line
- » Columbus, Ohio - CMAX
- » Detroit - Gratiot and Woodward corridors
- » Nashville - Gallatin Road
- » Lenexa, Kansas - Quivira Road
- » St. Louis, Missouri - Centennial Greenway
- » Hartford, Connecticut - Rail TOD
- » Secaucus, New Jersey - Master Plan for Infill Development

Deliverables: List of Case Studies, Summary of Case Studies and findings relevant to Lexington and US 27.



Cleveland Health Line

TASK 3: PUBLIC AND STAKEHOLDER ENGAGEMENT

A wide variety of individuals, groups and organizations have a vested interest in the future of many segments of Nicholasville Road. There will be many topics where consensus may be easily reached but there will be others where competing interests will require compromises. Our experience in dozens of similar projects has revealed effective tactics to obtain input, explain consequences of the options, and gain support for the eventual recommendations. Part of this revolves around explaining some technical terms and analysis in understandable ways. But the key is to provide ample opportunities for different voices to be heard, acknowledge and respect different viewpoints, and demonstrate how that input was considered.

Rasor will act as task lead for this portion of the scope supported by WSP and MKSK. Our technical team believes that engagement and design are interlinked and the direct facilitation of discussions by the design team will allow us to truly understand the issues facing the community and opportunities for exploration in potential solutions. Our team will craft a Community Engagement Plan (CEP) that is memorable. This will be shared at the beginning of the project to set expectations and gather consensus. Rasor will handle all the logistics for the steering/advisory committee meetings and public meetings; and will be assisted by the rest of the team to handle any specialty engagement opportunities. We will maximize all existing social media platforms, digital media, and other hands on tools made available to our team to expand on the feedback mechanism.



Participants at public Open House meeting reviewed and provided input on proposed transportation improvements

To meet robust engagement goals, we will employ a variety of methods at key points in the process. This will include ensuring feedback is gathered at each face-to-face and to make input memorable for participants. We will prepare an Engagement Plan that will describe the goals, methods to be used, responsibilities of the WSP/MKSK and Client Team, an initial calendar of events, and other items. This may be reviewed and adjusted roughly 1/3 of the way through the project to respond to input and needs that arise. The following is a list of people and groups we anticipate engaging with on this project:

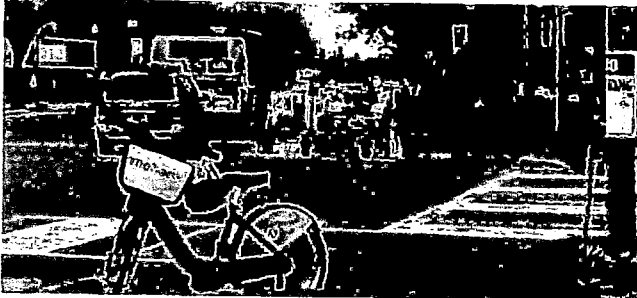
- » **Steering Committee** – Engage the LFUCG Planning Staff and Council members throughout the corridor. This will involve monthly meetings or calls with the Lexington Area MPOS staff and others on the technical side of the project. One of these meetings will include a corridor tour with the staff either by van or bike.
- » **Briefings**– Create packets for LAMPO and partner agency staff to present to the Planning Commission and the Lexington Fayette Urban County Council at key points in the process. The WSP team will help present at two of these meetings, including the review of existing conditions and case studies early in the process and presentation of the draft plan toward the end of the process.
- » **One-on-One meetings** – Conduct meetings with relevant technical advisory groups that impact the corridor. These could include, but not limited to, transportation agencies, transit authority, major land owners, school districts, advocacy groups, UK, Hospitals, etc.
- » **Community Advisory Committee (CAC)** – Connect with several stakeholders along this corridor that are in the community and could impact solutions and vision. We want to ensure we gather their feedback through the process and will work to garner consensus from them to hopefully identify some champions to push successful implementation in the future. This CAC could include business interest groups, the hospitals, research centers, UK, the development community, advocacy groups, neighborhood associations, school districts and others. We will identify those stakeholders at the kickoff meeting. The CAC will meet early in the process to help identify issues and ideas and help define goals and priorities. At this first meeting, we will share the public engagement schedule with the CAC and ask them to encourage people to attend the meetings to provide input. The CAC will be reengaged again once alternative scenarios and packages of potential changes are identified to provide reaction, and to give input on priorities. Some will be involved through small group focus meetings, a few may have one-on-one interviews.
- » **Public Engagement** – manage a robust public engagement process to reach out to residents and the general public (including motorists and transit riders along the corridor). There are different platforms we could use for public engagement, the following are some of our preferred methods to make sure engagement is efficient in gathering needed information and memorable to encourage people to attend:
 - Up to three public workshops to explain the project, provide information and concepts and obtain input. The first one will review the existing conditions and review the case studies and discover input from participants on issues and ideas along the corridor. The second will seek reaction to broad alternatives for land use and transportation. The third will be to present the draft plan for reaction and input

preferred solutions. These events could be hosted by LFUCG, LAMPO, or another organization.

- A design charrette could be used to consolidate the first two meetings into a couple days and ask for public participation. For potential catalytic projects and design options for the roadway, charrettes work well to gather feedback on issues and ideas one day and share alternative concepts and things the next day. These events will include hands-on tools to explore development options including types of uses, height and general location or form. A second aspect will be to consider potential improvements within the right-of-way (for example on-street parking, different types of bike lanes, sidewalks/streetscapes, different lane configurations, transit or BRT elements). (examples of our successful use of these methods are described on some of the project examples in this proposal).

- » Online Engagement - develop a robust online engagement campaign through existing social media and website resources (such as Facebook, Twitter, Instagram, etc) to share surveys and information about the project timeline

Deliverables: CEP, online survey, public meetings, meeting minutes, presentations and briefing packets



Example of innovative pop-up meeting to showcase design concepts and build consensus for Armour Road - won the 2018 Missouri Innovation Award

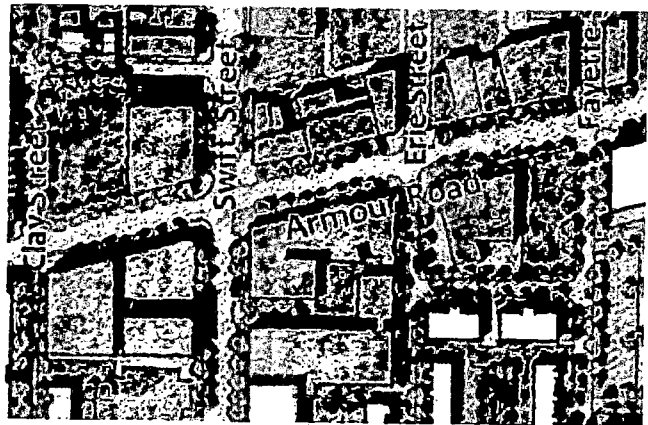
TASK 4: REDEVELOPMENT AND LAND USE SCENARIOS

MKSK will act as the task lead for this portion of the scope, supported by WSP. This work will begin with the examination of existing conditions, analyzing the market and societal trends in terms of assets, locations, economic characteristics (e.g., household demographics, incomes, societal trends) and geographic context. This work entails an inventory of current land use by type, existing businesses, building conditions and demographics. Our observation and knowledge of US 27/ Nicholasville Road is that there are numerous conditions throughout the corridor that require a variety of redevelopment and land use scenarios to be studied; there will be no “one size fits all” for this task of the project. Although this scope doesn’t include a full market analysis of every site, it will determine potential demand for retail, restaurant, entertainment, and

residential uses in compared to the larger Lexington region. The land use and redevelopment scenario work will serve as a reference point for community visioning and help to inform solution development. Deliverables from this task will include a land use inventory memo detailing corridor level findings and initial recommendations.

Both MKSK and WSP have vast experience in planning and development experience in other cities across the country. We work to connect land use and transportation on all of our urban and corridor projects, providing us with a vast portfolio to pull from for this task. We will also reach out to local and regional developers to get their input in future mixed use and residential development, and what type of product they are seeing across the country.

Deliverables: Land use baseline analysis



Armour Road Land Use Scenario

TASK 5: CONCEPTUAL PLANS FOR CATALYST SITES

Building on our work from task 4, our team will identify three catalyst commercial sites with the greatest potential for redevelopment. These sites will be looked at from a developers standpoint on return on investment and from what is best from the corridor based on the land use baseline analysis.

We understand that near-term or early projects need to be “wins” for this corridor and identifying these sites for future development is as critical as the use and architecture that will replace the existing condition. Our experienced corridor inventory and analysis will involve a regional and corridor conceptual market study to evaluate a variety of conditions along Nicholasville Road, the surrounding context, and comparable redevelopment typologies throughout the country that have nestled into similar settings with results. We will develop each of these (at least three) catalytic sites using a combination of digital (perspective renderings, animations and virtual reality) and physical 3D models to discuss with the steering committee as well as share with the general public

during public engagement if that is desired. Our team is skilled in communicating these concepts for redevelopment as general ideas to gather input without leaving the public with the idea that these developments are finalized.

Deliverables: Three catalyst site plan memos with graphics



Catalyst Commercial within TOD shed example

TASK 6: NEIGHBORHOOD TRANSITIONS AND CONNECTIVITY

Most of US 27/Nicholasville Road is lined with institutional and commercial uses with a high degree of activity not just during the weekday, but at night and on weekends. The retail centers at the southern end and the health care facilities at the northern tend to be one or just a few blocks deep. Directly behind these uses are residential areas that are heavily impacted. The volume and scale of the commercial and institutional development has a direct impact on the housing quality and values – along with their perception of connectivity. Therefore, although new and denser development is desirable, the plan for US 27/ Nicholasville Road must be sensitive to neighborhood conditions and preferences.

WSP will lead this task with support from MKSK. Our multidisciplinary team includes experts in urban design, landscape architecture, and engineering to identify practical ways to improve the image of the corridor and create distinct walkable sub-districts, where someone might still drive but could “park once”. Our mobility and connectivity experts will evaluate conditions and concepts from all perspectives; walking, biking, driving, connecting to transit, and living right on the corridor versus behind dense commercial or large developments. This array of analysis will help us develop recommendations for building volumes, heights, and positioning relative to street frontage that established transitions from a higher intensity zone directly along Nicholasville Road and less intense uses nearby. Buffers and landscaping can also enhance transitions and mitigate visual and noise issues. Changes to the corridor’s transportation system provides an opportunity to assess the design characteristics in and along the right-of-way. The addition of trees and vegetation throughout the corridor will also add to the overall appeal and sustainability of the Nicholasville Road corridor.

While there are areas with tree canopy and shrub-lined sidewalks, the overall pedestrian and cycling experience is generally poor throughout the corridor- a corridor that hosts up to 75,000 cars per day. Our transportation task lead, Jennifer Pangborn, uses Vision Zero to differentiate and develop concepts for walking and biking. Vision Zero (VZ) is an international paradigm shift looking at getting to zero fatalities on roadways. WSP authored an internal VZ handbook which guides planners and engineers to think through safety as a foremost goal on corridors that include all modes. One of Jennifer’s projects was used as a case study for this internal handbook and she continues to use methods and findings from this material to better plan for safety for the most vulnerable users in transportation systems. With US 27 being so wide and vehicular-centric, this VZ handbook will assist the team in looking for guidance and creativity to plan for safe facilities that also provide an enjoyable experience for users. Jennifer lead a similar corridor project to US 27 in Lenexa, KS. This corridor study created a framework on how to best connect the surrounding residents, developments and sites to destinations and safely for all modes. The framework highlighted opportunities to connect residents to destinations, greater regional trails, developments and shopping, and transit facilities. We will take a similar approach on US 27.

Similarly, the design of bus stops, whether for local service or BRT, is part of the landscape and neighborhood connectivity component. A well-connected bus stop and shelter that provides a safe and comfortable place to wait, with some level of protection from the elements, helps maintain ridership and attract new customers to the system. Our transportation planners emphasize the last-mile connectivity to transit stations during public engagement to understand where and how people want to get to the transit stops. This focus will ensure that the users’ needs will be emphasized in neighborhood connectivity. Additionally, studies have shown that an attractively landscape bus stop, with shade from a tree canopy, creates the perception of a shorter wait – and therefore more convenient service – than a stop with no such landscaping. Lexington has already benefitted from the Art in Motion program, which has placed unique and attractive shelters throughout the Lextran network that provide an enhanced amenity for waiting passengers, improve the urban environment, and engage the neighborhood and community to create structures that relate to their surroundings and the history and culture of Lexington and Fayette County. Whether for the existing local route or a future BRT line, the design of shelters and corresponding landscaping with a consistent theme can enhance the public image and understanding of the transit service, and enhance the identity and attractiveness of corridor.

Deliverables: Maps and concepts for connectivity and transition

TASK 7: IDENTIFY TRANSPORTATION IMPACTS AND POTENTIAL SOLUTIONS

The WSP team’s traffic engineering specialists will evaluate current traffic flow and crash history. We will look at changes to intersection design, signalization and other traditional traffic engineering techniques to find more efficiencies, if possible, in the traffic signals, but in a manner that strikes a balance with other project goals and other modes. Our analysis will include best practices and tools to look at detailed traffic issues and more qualitative analysis to understand people’s perceptions of transportation and traffic. Both analyses will be used when creating solutions and alternatives. Ideas heard during the public meeting will be included where feasible in the solutions. Alternatives and solutions will address multiple aspects of the built environment including land use connectivity. All options will consider short term gains and long term impacts.

Alternatives to consider include consideration of:

- » **Changes to traffic signals and traffic signal technology, both for general traffic and transit**
- » **Impact of on-street parking**
- » **Curbside management**
- » **Transit-only lanes, including BAT lanes proposed in the AA**
- » **Changes to the reversible lanes**
- » **Lane widths and other geometric modifications**
- » **Pedestrian crossings**
- » **Parallel access road network**
- » **Access management**
- » **Changes to intersection and interchange design**

We will create an overall corridor plan in plan-view, with cross sections for distinct segments (task 9). The cross sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

As we evaluate land use scenarios, we will explore the transportation implications such as future person trips. One scenario may assume the current single occupant vehicle mode share, but we can also evaluate other scenarios with a higher mode shift to transit, walking, bicycling or other “new mobility” options. This will include a review of strategies or programs to help accomplish that mode shift from single occupant vehicles to alternative modes including transit.

Several segments of the corridor are characterized by short spacing between driveways and poor offsets from those across the street. A quick comparison of existing conditions to those recommended by the Kentucky Transportation Cabinet and TRB’s Access Management Manual reveals the large gap between existing and preferred access design. Separation of access

for all types of travelers can be improved through gradual reduction in the number of conflict (access) points and careful placement and design. This is typically a gradual process on a built-out corridor. The WSP team will explain the importance of access management early and throughout the process. We will highlight the locations that cause the most concern in terms of contributions to congestion or crash potential (such as driveways in the operational area of intersections or the interchange ramps, those with poor offsets or those in higher crash segments).

Transportation alternatives will include recommendations for changes to the access system. This may include features such as connections between developments, access off side streets, medians for certain segments, and removal or redesign of certain driveways. We will also highlight strategies for implementation, including:

- » **Changes to the permitting process**
- » **Thresholds where a change in land use can require reconsideration of the access permit or changes to the site plan**
- » **Incentives for property owners to voluntarily close or redesign driveways**
- » **Incentives for providing more opportunities for walking, biking, or taking transit**
- » **Access standards as part of a corridor overlay zoning district or form-based code**
- » **Programs to help fund driveway closures**
- » **An access plan that can be applied when the street is reconstructed**

Deliverables: Up to three overall alternatives and solutions for the corridor (these could be broken out in sections to better align with the adjacent land use)



Potential multi-modal transportation solution example with wayfinding and branding included

TASK 8: DEVELOP A PRIORITIZED LIST OF TRANSPORTATION IMPROVEMENTS

WSP will use our technical expertise in looking at the alternatives in relation to the goals and other metrics to be defined throughout the project and the steering committee, CAC and public to help prioritize the list of improvements. This holistic approach ensures the alternatives and solutions are shared with all parties in a way that highlights feasibility and how they accomplish the goals defined.

We will share the three alternatives developed in task 7 with the steering committee first to identify any fatal flaws or changes needed before proceeding forward. We will also ask the steering committee to evaluate the alternatives on an implementation focus and feasibility of success, and lastly ask them to rank the alternatives by most effective to least effective, in relation to the project goals. After any changes, we will share the alternatives with the CAC. This meeting will involve asking the committee members to rank the alternatives according to the project goals and if they could think of any concerns the community or residents might have. During the public meeting, we will ask the public to highlight any major issues they identify, where they would like the focus of improvements to start, and which alternatives they like the best. Using all of this input, our team will create a prioritized list of alternatives and solutions to include in the draft plan.

Deliverables: Alternative maps and scoring sheets

TASK 9: STREET CROSS-SECTIONS

Once a final, prioritized list of improvements is identified, our team will develop a final overall corridor plan in plan-view and final cross-sections for up to five distinct segments on US 27. Similar to task 7, these cross-sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

Deliverables: Final cross-sections

TASK 10: DEVELOP A REGULATORY FRAMEWORK FOR PLAN IMPLEMENTATION

The WSP team has developed dozens of corridor overlay redevelopment codes that support redevelopment that complements transportation enhancements. This framework plan will highlight catalytic development and redevelopment projects along US 27 that will build the long-term vision set forth during the planning process. This framework could include zoning changes, form-based code districts, and redevelopment sites.

We envision this framework plan being a model code that includes design features and establishes reasonable triggers for when the code applies to a change in use or redevelopment. We can prepare a sample zoning or form-based code and share with the staff responsible for taking it through the hearing and adoption process to ensure that all tools developed are useful.

This code could include features such as:

- » **A new list of uses, perhaps for different sub-districts**
- » **A Regulating Plan or other map that relates to permitted uses and height**
- » **Setbacks, parking and other standards to support transit, this may include special requirements in proximity to transit super stops or potential BRT stations**
- » **Easy to understand tables and graphics with a focus on form and design, less rigid on uses**
- » **Access management**
- » **Parking including variables for shared parking or parking reductions**
- » **Incentives for elements such as streetscape or transit enhancements, pedestrian amenities, public space, public art, transportation demand management programs and other agreed upon features**
- » **Walkability and accessibility guidelines**
- » **TOD guidelines**
- » **Description on how the code is applied to existing versus new development**

Deliverables: Draft/Final framework plan

TASK 11: IDENTIFY INNOVATIVE STRATEGIES FOR PLAN IMPLEMENTATION

While there will be a shorter-term focus on transportation changes, the WSP team will identify redevelopment alternatives to provide a more economically sustainable future. This might include concepts to redevelop some segments with mixed uses and break up large sites into smaller blocks that have better connectivity. We will also look at the existing expanses of parking lots to identify how they could be redeveloped, and if zoning changes are needed. One of the most dramatic techniques we have applied to similar corridors is to place buildings along the road with limited or no front yard parking. This change, perhaps more than any other, involves much discussion with stakeholders and thoughtful targeting where this may be most effective in setting a redevelopment trend.



Washington Avenue Streetscape which enhances the pedestrian walking experience along this popular destination

AFFIDAVIT

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

1. His/her name is Steve Slade and he/she is the individual submitting the proposal or is the authorized representative of WSP USA Inc., 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.

Steve Slade

WSP USA Inc., Steve Slade, Vice President

STATE OF Kentucky

COUNTY OF Fayette

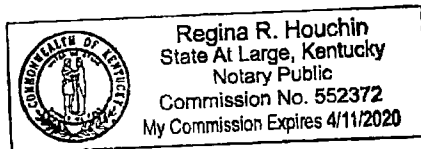
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Steve Slade on this the 18th day

of July, 2019.

My Commission expires: 4-11-2020

Regina R. Houchin
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:

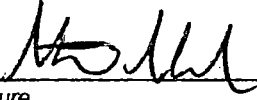
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

A handwritten signature in black ink, appearing to be 'WSP', written over a horizontal line.

Signature

WSP USA Inc.

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: WSP USA Inc.

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		1220	291	66	22	41	16		2	193	40	4	1	3	6	1527	378
Professionals		860	458	98	80	52	67	5	4	206	115	2	1	9	11	1232	736
Superintendents																	
Supervisors																	
Foremen																	
Technicians		459	105	82	23	58	12	3	2	54	14	1		7	1	664	157
Protective Service																	
Para-																	
Office/Clerical		37	323	12	75	6	63		4	5	14	1	6	2	10	63	495
Skilled Craft																	
Service/Maintenan																	
Total:		2576	1177	258	200	157	158	8	12	458	183	8	8	21	28	3485	1766

Prepared by: Tonya Spry, HR Director Date: 7 / 18 / 2019

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 27-2019

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. Rasor Marketing Communications 7844 Remington Road Cincinnati, OH 45242	DBE	Public Engagement	\$22,000	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.

WSP USA Inc.
Company

July 18, 2019
Date


Company Representative Steve Slade, PE, PLS

Vice President
Title



MWDBE QUOTE SUMMARY FORM
 Bid/RFP/Quote Reference # 27-2019

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.

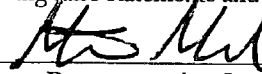
Company Name WSP USA Inc.	Contact Person Steve Slade, PE, PLS
Address/Phone/Email 1792 Alysheba Way, Suite 230, Lexington, KY 40509 (859) 245-3862 steve.slade@wsp.com	Bid Package / Bid Date RFP #27-2019 / July 23, 2019

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
Rasor Marketing Communications 7844 Remington Road Cincinnati, OH 45242	Mimi Rasor	(513)793-1234 mimi@rasormarketing.com	July 8, 2019	Public Engagement	Phone & email	\$22,000	DBE	N/A

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

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

WSP USA Inc.
Company
July 18, 2019
Date


Company Representative Steve Slade, PE, PLS
Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 27-2019

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

_____ 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.

WSP USA Inc.

Company

Date

July 18, 2019


Company Representative Steve Slade, PE, PLS
Vice President

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.



Signature

July 18, 2019

Date

Exhibit C

Exhibit C – Amended Scope of Work to Consultant Response

Scope of Work

PROJECT MANAGEMENT

The WSP Project Manager (PM) is responsible for all project management and administrative activities and requirements during the study process, working closely with the Lexington Fayette Urban County Government (LFUCG). The PM will be responsible for overall project vision and guidance, collaborative development and recommendations, Quality Assurance/Quality Control (QA/QC) of all work products and deliverables, and on-time delivery of results and communication. The WSP Deputy Project Manager (DPM) will help verify coordination with local stakeholders and is the “boots on the ground.” The WSP Technical Advisor will support the PM, DPM, and the technical team with international best practices, vision, and ideas for analysis, concept development, and the final deliverable.

Work Plan Document. At the initiation of the project, WSP will conduct a kickoff meeting and work with LFUCG staff to finalize a work plan document (WPD) that fully articulates communication protocols and strategies, the project schedule including key dates for engagement activities, key milestones, and delivery dates. The WPD will also include goals and objectives of each deliverable. The WPD will be designed to facilitate efficient project delivery and maximum multi-disciplinary collaboration as well as set expectations at the beginning of the project. It will also be aligned with the Community Engagement Plan to facilitate maximum public input by scheduling meetings well in advance.

Clear Milestones and Expectations. WSP team key staff will participate in weekly coordination calls with LFUCG’s project manager and team to ensure efficient and effective project delivery. The WPD will set clear targets for project deadlines and deliverables based on critical decision-making points throughout the planning process.

Deliverables: WPD, project schedule, weekly coordination calls, meetings/call as needed, invoices/progress reports

TASK 1: EXISTING CONDITIONS REVIEW/ REPORT

WSP will act as task lead for this portion of the scope, supported by MKSK. WSP will begin our examination and analysis by reviewing existing planning documents, collecting a digital database, and conducting site walks and observations. WSP will endeavor to spend time on-site with the Council and City to talk through project issues. WSP will collect information on land use, infrastructure, mobility, established and emerging destinations, building typologies, stormwater, flooding, utilities, landscaping, wayfinding, signage, entries, access, parking, transit facilities and services, bicycle facilities, special events, and current and potential developments.

Existing planning documents for review will include the Lexington Comprehensive Plan, previous corridor plans, development plans, landscape and streetscape plans, and any current development proposals or plans identified by the Steering Committee.

The existing conditions summary report will provide an overview of the findings and document the systems and land use and destinations needed to gather input from the public. WSP will conduct vehicular level of service, bike level of traffic stress, pedestrian overview analysis and Vision Zero assessment of the existing conditions; as well as use best practices from NACTO, APTA, and FTA. WSP will also focus on collecting information that will inform the measurability of the project with respect to the goals.

Deliverables: Draft/Final Existing Conditions Report

TASK 2: CASE STUDY REVIEW/ REPORT

WSP will identify relevant comparable plans and projects that have elements or lessons transferable to the US27/Nicholasville Road corridor. WSP will identify the key topics and candidate projects for review with LFUCG's steering committee.

Based on that discussion, WSP will prepare a streamlined package for presentations and a summary to use at meetings, and later in the plan.

WSP will identify various projects that WSP has worked on with similarities to US 27. The case studies will include corridor comprehensive plans, complete streets and multi-modal plans, BRT plans and implementation, form-based code and other non-traditional zoning tools, major mixed development plans, protected bicycle facilities, traffic signal priority, access management retrofits, streetscape performance enhancements, among other things. The case studies can include:

- » Cleveland - Health Line
- » Eugene, Oregon -EmX
- » Grand Rapids Michigan - Silver Line
- » Columbus, Ohio – CMAX
- » Detroit - Gratiot and Woodward corridors
- » Nashville – Gallatin Road
- » Lenexa, Kansas – Quivira Road
- » St. Louis, Missouri – Centennial Greenway
- » Hartford, Connecticut - RailTOD
- » Secaucus, New Jersey - Master Plan for Infill Development

In addition, WSP will endeavor to identify at least one multi-jurisdictional project that relates to the US 27 corridor, which includes both Fayette and Jessamine counties.

Deliverables: List of Case Studies, Summary of Case Studies and findings relevant to Lexington and US 27.

TASK 3: PUBLIC AND STAKEHOLDER ENGAGEMENT

Rasor will act as task lead for Task 3, supported by WSP and MKSK. WSP and Rasor will craft a Community Engagement Plan (CEP) that will be shared at the beginning of the project to set expectations and gather consensus. Rasor will handle all the logistics for the project steering committee meetings and public meetings; and will be assisted by the rest of the WSP team to handle any specialty engagement opportunities. WSP and Rasor will maximize all existing social media platforms, digital media, and other hands on tools made available to our team to expand on the feedback mechanism.

To meet robust engagement goals, Rasor and WSP will employ a variety of methods at key points in the process. This will include ensuring feedback is gathered at each face-to-face and to make input memorable for participants. Rasor and WSP will prepare an Engagement Plan that will describe the goals, methods to be used, responsibilities of the consultant team and LFUCG, an initial calendar of events, and other items. This may be reviewed and adjusted roughly 1/3 of the way through the project to respond to input and needs that arise. The following is a list of people and groups we anticipate engaging with on this project:

- » Steering Committee – Engage the LFUCG Planning Staff and Council members throughout the corridor. This will involve monthly meetings or calls with those on the technical side of the project. One of these meetings will include a corridor tour with the staff either by van or bike.
- » Briefings – Create packets for LFUCG and partner agency staff to present to the Planning Commission and the Lexington Fayette Urban County Council at key points in the process. WSP will help present at two of these meetings, including the review of existing conditions and case studies early in the process and presentation of the draft plan toward the end of the process.
- » One-on-One meetings – WSP will conduct meetings with relevant stakeholders, neighborhood organizations, commercial developments, institutions and others on a one-on-one basis. These could include, but are not limited to, transportation agencies, Lextran, major land owners, school districts, advocacy groups, the University of Kentucky (UK), and hospitals.
- » Public Engagement – WSP will manage a robust public engagement process to reach out to residents and the general public (including motorists and transit riders along the corridor). A design charrette could be used to consolidate the first two meetings into a couple days and ask for public participation. For potential catalytic projects and design options for the roadway, charrettes work well to gather feedback on issues and ideas one day and share alternative concepts and things the next day. These events will include hands-on tools to explore development options including types of uses, height and general location or form. A second aspect will be to consider potential improvements within the right-of-way (for example on-street parking, different types of bike lanes, sidewalks/streetscapes, different lane configurations, transit or BRT elements).
- » Online Engagement – Rasor and WSP will develop a robust online engagement campaign through existing social media and website resources (such as Facebook, Twitter, Instagram, etc.) to share surveys and information about the project timeline. Social media and the website for this project will be linked to LFUCG's and LAMPO's existing social media and websites. E-blasts will also be used to convey information to the widest audience possible.

Deliverables: CEP, online survey, public meetings, meeting minutes, presentations and briefing packets

TASK 4: REDEVELOPMENT AND LAND USE SCENARIOS

MKSK will act as the task lead for this portion of the scope, supported by WSP. This work will begin with the examination of existing conditions, analysis of market and societal trends in terms of assets, locations, economic characteristics (e.g., household demographics, incomes, societal trends), and analysis of the geographic context. This work entails an inventory of current land use by type, existing businesses, building conditions and demographics.

MKSK and WSP will work to connect land use and transportation on all of our urban and corridor projects, providing us with a vast portfolio to pull from for this task. MKSK and WSP will also reach out to local and regional developers to get their input in future mixed use and residential development, and what type of product they are seeing across the country.

The land use and redevelopment scenario work will serve as a reference point for community visioning and help to inform solution development.

Deliverables: Land use baseline analysis; land use inventory memo detailing corridor level findings and initial recommendations.

TASK 5: CONCEPTUAL PLANS FOR CATALYST SITES

Building on Task 4, MKSK and WSP will identify three catalyst commercial sites with the greatest potential for redevelopment. These sites will be looked at from a developers' standpoint on return on investment and from what is best from the corridor based on the land use baseline analysis. The corridor inventory and analysis will involve a regional and corridor conceptual market study to evaluate a variety of conditions along Nicholasville Road, the surrounding context, and comparable redevelopment typologies throughout the country that have nestled into similar settings with results. MKSK and WSP will develop each of these (at least three) catalytic sites using a combination of digital (perspective renderings, animations and virtual reality) and physical 3D models to discuss with the steering committee as well as share with the general public.

Deliverables: Three catalyst site plan memos with graphics

TASK 6: NEIGHBORHOOD TRANSITIONS AND CONNECTIVITY

WSP will lead this task with support from MKSK. WSP and MKSK will identify practical ways to improve the image of the corridor and create distinct walkable sub-districts, where someone might still drive but could "park once". WSP and MKSK will evaluate conditions and concepts from all perspectives; walking, biking, driving, connecting to transit, and living right on the corridor versus behind dense commercial or large developments.

This array of analysis will help WSP and MKSK develop recommendations for building volumes, heights, and positioning relative to street frontage that established transitions from a higher intensity zone directly along Nicholasville Road and less intense uses nearby. Buffers and landscaping can also enhance transitions and mitigate visual and noise issues. Changes to the corridor's transportation system provides an opportunity to assess the design characteristics in and along the right-of-way. The addition of trees and vegetation throughout the corridor will also add to the overall appeal and sustainability of the Nicholasville Road corridor.

WSP will use Vision Zero to differentiate and develop concepts for walking and biking. Vision Zero (VZ) is an international paradigm shift looking at getting to zero fatalities on roadways. With US 27 being so wide and vehicular-centric, this VZ handbook will assist WSP in looking for guidance and creativity to plan for safe facilities that also provide an enjoyable experience for users.

Similarly, the design of bus stops, whether for local service or BRT, is part of the landscape and neighborhood connectivity component. A well-connected bus stop and shelter that provides a safe and comfortable place to wait, with some level of protection from the elements, helps maintain ridership and attract new customers to the system. WSP will emphasize the last-mile connectivity to transit stations during public engagement to understand where and how people want to get to the transit stops. This focus will facilitate the needs of users being emphasized in neighborhood connectivity.

Deliverables: Maps and concepts for connectivity and transition

TASK 7: IDENTIFY TRANSPORTATION IMPACTS AND POTENTIAL SOLUTIONS

WSP will evaluate current traffic flow and crash history. WSP will look at changes to intersection design, signalization and other traditional traffic engineering techniques to find more efficiencies, if possible, in the traffic signals, but in a manner that strikes a balance with other project goals and other modes. WSP's analysis will include best practices and tools to look at detailed traffic issues and more qualitative analysis to understand people's perceptions of transportation and traffic. Both analyses will be used when creating solutions and alternatives. Ideas heard during the public meeting will be included where feasible in the solutions. Alternatives and solutions will address multiple aspects of the built environment including land use connectivity. All options will consider short term

gains and long-term impacts.

Alternatives to consider include consideration of:

- » Changes to traffic signals and traffic signal technology, both for general traffic and transit
- » Impact of on-street parking
- » Curbside management
- » Transit-only lanes, including BAT lanes proposed in the Alternatives Analysis
- » Changes to the reversible lanes
- » Lane widths and other geometric modifications
- » Pedestrian crossings
- » Parallel access road network
- » Access management
- » Changes to intersection and interchange design

WSP will create an overall corridor plan in plan-view, with cross sections for distinct segments (Task 9). The cross sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

WSP will explore the transportation implications such as future person trips. One scenario may assume the current single occupant vehicle mode share, but we can also evaluate other scenarios with a higher mode shift to transit, walking, bicycling or other “new mobility” options. This will include a review of strategies or programs to help accomplish that mode shift from single occupant vehicles to alternative modes including transit.

Several segments of the corridor are characterized by short spacing between driveways and poor offsets from those across the street. A quick comparison of existing conditions to those recommended by the Kentucky Transportation Cabinet and TRB’s Access Management Manual reveals the large gap between existing and preferred access design. Separation of access for all types of travelers can be improved through gradual reduction in the number of conflict (access) points and careful placement and design. This is typically a gradual process on a built-out corridor. WSP will explain the importance of access management early and throughout the process. WSP will highlight the locations that cause the most concern in terms of contributions to congestion or crash potential (such as driveways in the operational area of intersections or the interchange ramps, those with poor offsets or those in higher crash segments).

Transportation alternatives will include recommendations for changes to the access system. This may include features such as connections between developments, access off side streets, medians for certain segments, and removal or redesign of certain driveways. We will also highlight strategies for implementation, including:

- » Changes to the permitting process
- » Thresholds where a change in land use can require reconsideration of the access permit or changes to the site plan
- » Incentives for property owners to voluntarily close or redesign driveways
- » Incentives for providing more opportunities for walking, biking, or taking transit
- » Access standards as part of a corridor overlay zoning district or form-based code
- » Programs to help fund driveway closures
- » An access plan that can be applied when the street is reconstructed

Deliverables: Up to three overall alternatives and solutions for the corridor (these could be broken out in sections to better align with the adjacent land use)

TASK 8: DEVELOP A PRIORITIZED LIST OF TRANSPORTATION IMPROVEMENTS

WSP will share the three alternatives developed in task 7 with the steering committee first to identify any fatal flaws or changes needed before proceeding forward. WSP will also ask the steering committee to evaluate the alternatives on an implementation focus and feasibility of success, and lastly ask them to rank the alternatives by most effective to least effective, in relation to the project goals. Using all available input, WSP will create a prioritized list of alternatives and solutions to include in the draft plan.

Deliverables: Alternative maps and scoring sheets

TASK 9: STREET CROSS-SECTIONS

Once a final, prioritized list of improvements is identified, our team will develop a final overall corridor plan in plan-view and final cross-sections for up to five distinct segments on US 27. Similar to Task 7, these cross-sections will include both the right-of-way (street features, sidewalks, streetscape) and the development zone (building setbacks, height, location of parking). These may include examples of phasing over time.

Deliverables: Final cross-sections

TASK 10: DEVELOP A REGULATORY FRAMEWORK FOR PLAN

WSP envisions this framework plan being a model code that includes design features and establishes reasonable triggers for when the code applies to a change in use or redevelopment. WSP can prepare a sample zoning or form-based code and share with the staff responsible for taking it through the hearing and adoption process to ensure that all tools developed are useful.

This code could include features such as:

- » A new list of uses, perhaps for different sub-districts
- » A Regulating Plan or other map that relates to permitted uses and height
- » Setbacks, parking and other standards to support transit, this may include special requirements in proximity to transit super stops or potential BRT stations
- » Easy to understand tables and graphics with a focus on form and design, less rigid on uses
- » Access management
- » Parking including variables for shared parking or parking reductions
- » Incentives for elements such as streetscape or transit enhancements, pedestrian amenities, public space, public art, transportation demand management programs and other agreed upon features
- » Walkability and accessibility guidelines
- » TOD guidelines
- » Description on how the code is applied to existing versus new development

Deliverables: Draft/Final framework plan

TASK 11: IDENTIFY INNOVATIVE STRATEGIES FOR PLAN IMPLEMENTATION

While there will be a shorter-term focus on transportation changes, WSP will identify redevelopment alternatives to provide a more economically sustainable future.

WSP will complement transportation enhancements. This framework plan will highlight catalytic development and redevelopment projects along US 27 that will build the long-term vision set forth during the planning process. This framework could include zoning changes, form-based code districts, and redevelopment sites.

WSP will also look at the existing expanses of parking lots to identify how they could be redeveloped, and if zoning changes are needed.

PROJECT SCHEDULE: December 1, 2019 – December 31, 2020

FEE: \$222,000

EXHIBIT D
AMENDED RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION REQUIREMENTS
4 Pages

Exhibit D

Exhibit B Proposed Project Schedule

Project Kickoff:	1 st week of November 2019
Project Management Plan:	2 nd week of November 2019
Task 1- Existing Conditions- Draft Report	1 st week of December 2019
Task 1- Existing Conditions- Final Report	1 st week of January 2019
Task 2- Case Studies- Draft Report	1 st week of December 2019
Task 2- Case Studies- Final Report	1 st week of January 2019
Task 3: Engagement Plan	2 nd week of November 2019
Task 3: Establish Website and Social Media	1 st week of December 2019
Task 4: Land Use Inventory- Draft Memo	3 rd week of December 2019
Task 4: Land Use Inventory- Final Memo	2 nd week of January 2020
Task 5: Catalyst Site Plan- Draft Memo	4 th week of February 2020
Task 5: Catalyst Site Plan- Final Memo	4 th week of March 2020
Task 6: Connectivity/Transition Maps/Concepts- Draft	2 nd week of April 2020
Task 6: Connectivity/Transition Maps/Concepts- Final	2 nd week of May 2020
Task 7: Transportation Alternative Impacts- Draft	1 st week of June 2020
Task 7: Transportation Alternative Impacts- Final	1 st week of July 2020
Task 8: Alternative Maps/Scoring Sheets- Draft	1 st week of August 2020
Task 8: Alternative Maps/Scoring Sheets- Final	1 st week of August 2020
Task 9: Final Cross Sections	4 th week of August 2020
Task 10: Regulatory Framework/Plan-Draft	1 st week of August 2020
Task 10: Regulatory Framework/Plan-Final	1 st week of August 2020
Task 11: Implementation Strategies	4 th week of August 2020
Draft Report:	3 rd week of September 2020
Final Report:	3 rd week of October 2020

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes responsibility and liability for any and all damages to persons or property to the extent caused by or resulting from or arising out of any negligent act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant 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 Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder, (and to the fullest extent permitted by law), Consultant shall indemnify, save, and 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 Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

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

CONSULTANT 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 or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be included 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is

commercially available and acceptable to 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. 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 CONSULTANT'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. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

CONSULTANT 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

CONSULTANT 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.

DEFAULT

CONSULTANT 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 CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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