

RFP #32-2023

Lexington-Fayette Urban County Government Greenway Management Plan Update



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August 18, 2023

Mr. Todd Slatin
Department of Central Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, KY 40507

RE: RFP #32-2023: Lexington Greenway Management Plan Update

Dear Mr. Slatin:

We are excited to submit our response to the RFP for the Greenway Management Plan Update. Imagine Lexington has set out a comprehensive vision for growth and development and this is an exciting and challenging time for proactive planning in the City. Building upon the previous 2002 Greenway Master Plan as well as the Rural Land Management Plan, Parks & Recreation Master Plan and other studies, we see this effort as key to addressing the following considerations:

- 1. How do we assess, protect and manage ecological and natural resources in Fayette County? What are national best practices in sustainability?
- 2. Can we educate and provide physical connections to the land, vegetation, wildlife, natural features and water resources that uniquely define Central Kentucky? Can we create a comprehensive plan for integrating greenways in both the urban and rural parts of Lexington, including a connected, separated city-wide Greenway Trail System?
- 3. How do we "future proof" needed parcels and preserve needed alignments, including with public/private development partnerships? How do we creatively craft needed regulations and identify partners for funding, implementation and maintenance of the Management Plan?

We have assembled the country's foremost experts in issues of urban ecology and greenway planning/management as well as two firms with intimate knowledge of Lexington, its planning structure and its stakeholders. More specifically:

LORD AECK SARGENT- LAS will provide locally-based overall project management, urban planning and landscape design. We can build on our previous collaborations with all of the involved firms and our past work with LFUCG.

ALTA - Alta is one of the most experienced greenway and trail planners in the United States. They will take the lead in physical assessment and planning for the greenway network itself, and for the creation of best practices for greenway management.

BIOHABITATS - Biohabitats will lead upfront ecological assessment and help inform enhancement and protection strategies for natural environments across Fayette County.

EHI CONSULTANTS - EHI will help design and execute a multi-pronged community engagement effort that includes communication of information, involvement of stakeholders/partners, transparent community input and consensus building for implementation.

More information on our team, experience and approach can be found on the following pages. We would love the opportunity to collaborate with LFUCG staff, the Greenspace Trust and the EQPW Committee to create a national model of greenway planning and management!

Sincerely,

Stanford Harvey, FAICP
Principal, Director of Urban Design & Planning
859-317-6691 | Stan.Harvey@lordaecksargent.com

Jordan Sebastian, ASLA, PLA
Project Manager / Landscape Architect
859-317-6698 | Jordan.Sebastian@lordaecksargent.com





01 Design Team

GREENWAY MANAGEMENT PLAN UPDATE



LORD AECK SARGENT

URBAN DESIGN AND PLANNING

Stanford Harvey FAICP Principal-in-Charge

Kevin Kinney PLA Landscape Architect | Urban Designer Jordan Sebastian ASLA, PLA Project Manager

Dave Hasslinger LEED GA, ISA Certified Arborist Landscape Architect | Arborist



GREENWAY / TRAIL PLANNING

Brittain Storck ASLA, PLA

Principal

Kimberly Williams

Senior Planning Associate



COMMUNITY/STACKHOLDER ENGAGEMENT

Ryan Holmes AICP

Planner



ECOLOGIST

Jennifer Dowdell LEED AP

Landscape Ecological Planning & Design/Project Manager

Suzanne Hoehne CSE

Senior Ecological Designer

Aiman Duckworth PLA, LEED AP BD+C

Senior Landscape Architect & Urban Ecologist

01 Design Team History

COMPANY HISTORY

Lord Aeck Sargent - Prime Firm

Lord Aeck Sargent is an award-winning architecture firm serving clients in urban planning, historic preservation, arts & cultural, scientific, academic, and multi-family housing & mixed-use markets.

Lord Aeck Sargent has offices in Lexington, KY; Atlanta, GA; Detroit, MI; Austin, TX; Chapel Hill, NC and Washington, DC. The firm's projects, however, are located throughout the United States. The firm is consistently ranked in the top US Architectural firms by Architect, Engineering News & Record, and Building Design & Construction magazines. Having six office locations, Lord Aeck Sargent is accustomed to having employees from different offices collaborate together on one project throughout multiple disciplines and specialties. Our diverse background of projects creates an immense wealth of experience among our staff. Those chosen for this project specialize in Historic Preservation, Rehabilitation, Assessment, and Documentation.

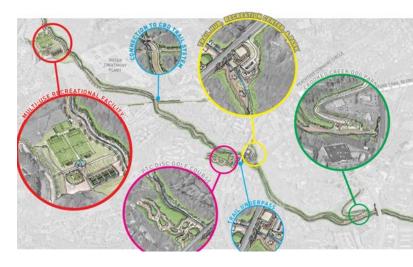
Lord Aeck Sargent and its people have earned more than 300 national, regional, state and local distinctions including multiple AIA Honor Awards for Excellence in Architecture and over 40 awards in restoration, preservation and rehabilitation from The Georgia Trust for Historic Preservation. Our awards include multiple Outstanding Plans from APA-GA, APA-KY and ASLA

Lord Aeck Sargent has the expertise and capacity available to undertake this project in 2022 as outlined in the schedule provided in the RFP.

URBAN DESIGN AND PLANNING

With a focus on the design of walkable, livable urban communities, we approach the built environment of each community as a "collage" of its unique people, politics and place. We believe in the principles of good urbanism – diversity, connectivity, sustainability. We are known for our strengths in public involvement, graphic communication and implementation strategies. Our work is varied in scale, from individual Buildings & Sites and Streets & Parks, to the institutional frameworks of Campuses & Schools; from distinctive Neighborhoods & Districts to regional networks of Corridors & Centers; and even entire Cities & Towns. Our plans have resulted in thousands of new housing units, first-class schools and institutions, hundreds of acres of new parks and open space, miles of streetscape and dozens of memorable places. Our experience in fostering good communications helps our clients develop projects that "fit" and that are well integrated into the larger community.







LANDSCAPE ARCHITECTURE

Our Landscape Architecture practice is shaped by the unique expertise of our designers which is applied across a broad range of scales and settings from parks, trails and open space to public plazas and outdoor learning environments. We value ourselves as a multi-faceted group of designers who work on projects with a variety of collaborators within LAS as well as broad consultant teams, communities and stakeholder groups. We have been involved in a variety of public and private projects and actively seek a diversity of project scales and types to develop the creativity of our design staff. Our designers bring a broad range of backgrounds and professional experiences into our practice along with a commitment to the three principles of diversity, connectivity, and sustainability to create resilient landscapes.

The communities we work in are shaped by shared public spaces and we consider the built environment of each community we touch a "collage" of its unique people, politics and place. As such, we focus on the design and function of these dynamic open spaces. With Urban Designers and Planners that works closely with our Landscape Architects in-house, we bring multiple perspectives to every project to achieve a holistic approach to planning and design. Our planning and design work has resulted in a multitude of new environments for a variety of clients and users including hundreds of acres of new parks and open space, miles of trails connecting people and places, and dozens of memorable places.

SUSTAINABLE DESIGN

Our design staff includes LEED-accredited architects and landscape architects, daylighting specialists and energy analysts who work to implement sustainable design strategies into all our projects. We believe it is important to holistically embody responsible, sustainable design whether striving to attaining LEED certification or not. Part of our sustainable philosophy is to create functional buildings and spaces that improve our surroundings aesthetically and environmentally along with an understanding that durability and maintainability are essential to successful facilities with minimal site disturbance.

RESPONSIVE DESIGN

Lord Aeck Sargent believes in collaborating with the best minds in order to achieve effective design solutions. Our philosophy of responsive design is at the core of all we do and is reflected in our seven Design Core Values; holistic, imaginative, mindful, context driven, regenerative, poetic, and enduring. While all of these play a role throughout our process, this project will incorporate our belief in thoroughly understanding the context of a site and recognizing the role of time, place, memory, and culture on its history. Context driven design is rooted in critically engaging, synthesizing and analyzing the existing conditions, people, climate and environment and developing architectural solutions that are grounded in the sincere understanding of the particular time and place of a project.



ALTA - GREENWAY & TRAILS PLANNING

Alta is a sustainable transportation consulting firm dedicated to creating active, healthy communities through planning, landscape architecture, engineering, and education/encouragement programs.

Our work brings about positive change by creating places that are geared towards moving people rather than cars, connecting community members to daily needs, and empowering every person to live an active, healthy life.

Alta was founded in 1996, when cities and communities were calling for safer streets for people walking and bicycling. We pioneered the field of active transportation, and evolved into a visionary multimodal practice. As a global leader in mobility innovation, we are dedicated to working across disciplines

Greenways and Trails

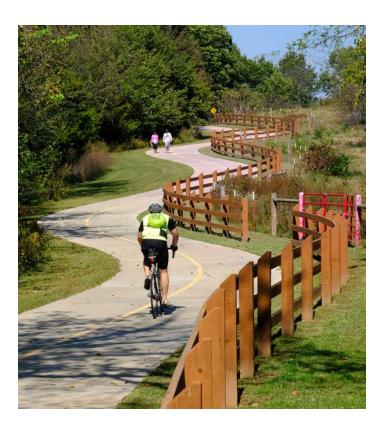
Alta is the nation's leading firm specializing in the planning and design of multi-benefit trail and pathway facilities and systems, and has studied, planned, designed, and implemented more than 9,000 miles of bikeways, walkways, and trails. We provide services ranging from master plans to construction documents, including visioning, alternatives analysis, property acquisition strategies, maintenance and management plans, accurate cost estimation, and funding action plans.

Trails as Resilient Infrastructure

Our trails provide climate resilient solutions to ease the impacts of extreme weather while simultaneously making it easier to choose the low-carbon transportation and recreation options. For trails, this means including trees and vegetation to provide shade and carbonabsorption capacity. Trails can also serve as evacuation routes for natural disasters, and they can ease the impacts of extreme weather like fires and flooding.

Trail Amenities

Alta's trail designers can create trail features that reflect a community's unique culture and provide recreation, education and inspiration. Installations and signage can educate trail users about the history of the trail, local ecology, or environmental concerns. Providing benches at rest areas and viewpoints encourages people of all ages and capabilities to use the trail.



SERVICES

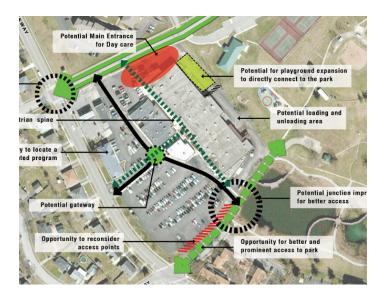
- Greenways and corridors
- Green infrastructure and greenhouse gas emission strategies
- Trail safety and sustainability audit
- Multimodal transportation plans
- Landscape architecture and site design
- Transportation and traffic engineering
- New mobility strategy, workflow, policy, and program evaluation
- Mobility hubs/micromobility/bike share
- Complete Streets
- · Bicycle and pedestrian integration with transit
- Bicycle and pedestrian facility design guidelines
- Civic analytics
- Signage and wayfinding
- Construction documentation and administration
- Safe Routes to School programming and infrastructure
- Public engagement, equity, and inclusion
- Technical assistance and training
- · Education, encouragement,

BIOHABITATS - ENVIRONMENTAL CONSULTING

Since 1982 Biohabitats has focused on conservation planning, ecological restoration and sustainable design. Using a whole systems framework while applying a living systems approach, Biohabitats has worked with municipal agencies and urban parks throughout North America to regenerate ecologically healthy and vibrant landscapes. The firm's services include hydrologic, hydraulic and sediment analyses, water quality and aquatic habitat characterization, shoreline typologies, and vegetation inventories.

Because applied ecology requires the confluence of earth and biological sciences with engineering and design, Biohabitats has purposely built an interdisciplinary team of natural resource planners, conservation biologists, landscape ecologists, aquatic ecologists, forest ecologists, landscape architects, water resource engineers, and construction supervisors. Biohabitats provides fresh perspectives to projects. A perspective firmly established in applied ecology, integrated water strategies and landscape architecture, fostered by a passion for the conservation and restoration of natural resources.

Biohabitats' planning and design services include ecological assessments, suitability analyses, resource management and adaptation, and recreation planning for greenways, parks, nature centers, and open space areas. At larger scales, the firm has a robust project portfolio for large park and greenspace networks with high demand for recreational opportunities. Biohabitats has also examined conservation needs and recreational use for the National Park Service. Each of their public-facing projects address the central questions facing the Lexington-Fayette Urban County Government—how to strike an appropriate balance between the need to protect, restore, and manage natural resources with the realities of growth pressures and expanding demand for open space and recreation.



EHI CONSULTANTS - COMMUNITY PLANNING

Experienced Community Planning

Effective neighborhood planning combines a community's vision of what is possible with a practical knowledge of development trends and implementation. EHI has a broad range of local, regional, state, and national planning experience, including developing neighborhood and comprehensive plans, subdivision regulations and zoning ordinances. Our background includes experience in administering and implementing comprehensive plans through development plan review and project implementation.

EHI has been recognized by the Kentucky American Planning Association (KAPA) for outstanding plans and received a merit award from the Kentucky Chapter of the American Society of Landscape Architect for the Southend Park Urban Village Plan. EHI developed the Newtown Pike Extension Corridor Plan and has been involved with this project throughout its implementation since 2001. The American Association of State Highway and Transportation Officials (AASHTO) recognized this corridor and redevelopment project as one of the best transportation projects in the United States.

Thoughtful Community Engagement

EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. Our approach to community engagement is not a public relations strategy but an honest attempt to include citizens in an inclusive and participatory planning process. This happens by creating a community engagement process that is inclusive, building relationships and capacity for communities to resolve conflicts and achieve consensus. EHI has built a record of success by working with our clients to develop personalized community outreach plans with clear messages that resonate with diverse audiences. Interactive project websites, innovative outreach events, surveys and direct mail campaigns are just a few of the creative communication strategies we have used to deliver information to citizens and get them engaged and excited about the process.

Local and Accessible Firm

EHI is an award winning 25-year-old local planning firm located in Lexington, and Louisville Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. EHI is staffed with accredited and professionally licensed individuals with the resources and capacity to provide a comprehensive range of planning related services. EHI has always been an accessible multi-disciplinary planning, engineering and design firm that recognizes the value of planning for a sustainable and equitable social and physical environment.

02 Team Experience

We have assembled a multidisciplinary design team that includes Landscape Architects, Urban Planners and Environmental Consultants. The four primary firms have extensive staff resources and capacity to move expeditiously with the planning effort. Our management/ engagement team lives and works in Lexington and the surrounding counties and we consider this a legacy project that will shape the quality of life of our hometown. Each member of the team brings varied perspective and experience to the project.

- Local Knowledge, Experience and Community Relationships – We have been involved in multiple planning efforts for all parts of Lexington, designing centers, neighborhoods, and corridors, and managing the development of Town Branch Commons.
- Technical Expertise with our combined team
 we have the technical expertise and experience to
 lead to bring nationally-recognized expertise to the
 important technical analysis and recommendations.
- Sustainability and Environmental Responsiveness

 Responsive design is at the core of what we do and who we are, and is reflected in our work.
 Context of the site and responding to the conditions, people, climate and environment is our team's focus and priority.
- 4. Collaboration Members of the design team have worked on numerous projects together, including projects in Lexington and around the country. More importantly, the design team will focus on collaborating with the client to ensure their expectations are met and their knowledge and ideas are reflected.



Land Use Planning



Greenway/Trail Planning

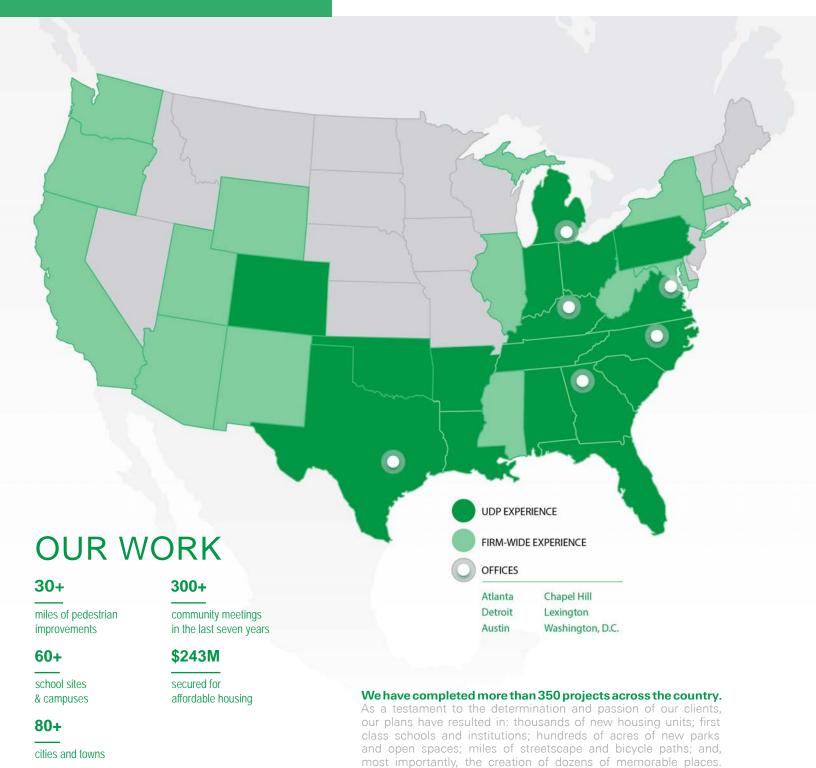


Ecological Planning



Community/Stakeholder Involvement

03 Resumes



LORD AECK SARGENT HAS RECEIVED MORE THAN 200 DESIGN AWARDS WITH 38 PERTAINING TO URBAN DESIGN AND PLANNING.



Stanford Harvey FAICP Principal-in-Charge / Community Engagement

Credentials

Master of City Planning, Georgia Institute of Technology, 1994 Master of Architecture, Georgia Institute of Technology, 1994 Bachelor of Science, Architecture, University of Michigan, 1991 Fellow, American Institute of Certified Planners

Affiliations

Member, American Institute of Certified Planners College of Fellows Member, American Planning Association Member, Downtown Lexington Corporation Board Member, Fayette Alliance and the

Neighbors of Montclair Board Member, Neighbors of Montclair Kentucky Chapter / APA Treasurer, 2009-2014

Georgia Planning Association, Vice President of Chapter Services, 2006-2007

Awards

2006

Outstanding Plan, APA-KY, 2012, 2016 KY ASLA Merit Award, 2011, 2013 Affordable Housing Developer of the Year, Columbia (SC) Housing Authority, 2009 ASLA Professional Award, Atlanta BeltLine, 2007

Outstanding Plan, APA-GA, 2004, 2005,

Percent Committed to Project 20%



Stan directs the Urban Design & Planning practice and the regional office in Lexington. He has over twenty years of experience, building upon both his background in architecture and city planning and his work for the City of Atlanta in the years preceding the 1996 Olympics.

Stan has served on numerous firm projects, including campus/precinct studies, downtown plans, neighborhood plans and transportation/land use studies. His specialty is conceptualization of planning processes, facilitating community participation, directing facility and infrastructure programs, and developing implementation strategies.

Project Experience

BeltLine TAD Redevelopment Plan Atlanta, GA

Centennial Olympic Park Area Design Guidelines Atlanta, GA

Charlotte Mixed-Use Study Charlotte, NC

Fayetteville Village Green Implementation Fayetteville, GA

Lexington Distillery District Lexington, KY

Lexington Southend Park Design Guidelines Lexington, KY

Lextran Program Manager Lexington, KY

Midtown Cityscapes Program Atlanta, GA

Perimeter Public Spaces Program Fulton and DeKalb Counties, GA

Rosewood Hills Implementation / Infrastructure Planning Columbia, SC

SouthPark Area Pedestrian Study Charlotte, NC

Town Branch Commons Program Manager Lexington, KY

Bluegrass Community Technical College Newtown Pike Campus Plan Lexington, KY

Distillery District Development Planning Lexington, KY

East End Neighborhood Plan Lexington, KY

Red Mile Development Plan Lexington, KY



Jordan Sebastian ASLA, PLA Project Manager

Credentials

Professional Landscape Architect: KY [936]

Master of Landscape Architecture University of Michigan, 2012 Bachelor of Science, Landscape Architecture,

University of Kentucky, 2010

Affiliations

American Society of Landscape Architects

KY Chapter American Society of Landscape Architects, Past President

Awards

Town Branch Water Walk,
American Planning Association,
Kentucky Chapter, Outstanding Use of
Technology: Civic Engagement, 2016
American Society of Landscape
Architects Merit Award, 2010

Percent Committed to Project 30%



Jordan is a landscape architect project manager with a background in community planning, non-motorized trail systems, urban design, and landscape architecture. His professional experience includes a wide range of project types, including but not limited to; detailed site plans, master planned communities, athletic complex design, streetscape design, historic preservation, and private and public amenity spaces.

Jordan has experience in all phases of the design and construction process, from concept and schematic design, through construction administration.

Project Experience

Town Branch Commons Program Manager Lexington, KY

Town Branch Water Walk Lexington Downtown Development Authority, Lexington, KY

Dorotha Smith Oatts Visitor Center Expansion University of Kentucky, Lexington, KY

Concorde Fire Soccer Club - Governor's Parkway Site Atlanta Concorde Fire Soccer Association, Atlanta, GA

Hugh Gloster Pavilion Addition Morehouse School of Medicine, Atlanta, GA

Lextran Property - Loudon Avenue Development Plan Lexington, KY

Meadowthorpe Landing Affordable Senior Housing AU Associates, Lexington, KY

Oasis at Kearney Creek Affordable Senior Housing AU Associates, Lexington, KY

Turner Commons Development Plan Turner Developments, Lexington, KY

Versailles Campus Master Plan Frontier Nursing University, Versailles, KY

University of Louisville Speed School Master Plan University of Louisville, Louisville, KY

Winburn Small Area Plan

Lexington Fayette Urban County Government, Lexington, KY

Maxwell Place, Maintenance Plan and Accessibility Study University of Kentucky, Lexington, KY

Patterson Hall Renovation University of Kentucky, Lexington, KY 34,000 sf | \$7.5m

Lexington VA Medical Center Apartments Lexington Downtown Development Authority, Lexington, KY

Heritage Hills Tom McGinnis, Shelbyville, KY



Kevin Kinney ASLA, PLA Landscape Architect | Urban Designer

Credentials

Professional Landscape Architect: KY [1020]

Bachelor of Landscape Architecture Iowa State University, 2017

Affiliations

American Society of Landscape Architects

Awards

American Society of Landscape
Architects Student Merit Award, 2016

Percent Committed to Project 20%



Kevin is a landscape architect with a strong background in parks and recreation and urban design focusing on community engagement. His professional experience spans a wide range of project types, including sustainable streetscapes, urban plazas, schoolyards, playgrounds, park planning, and amenity spaces. He has gained experience designing for the public realm on projects of varying scale from small urban spaces to large-scale park master planning.

Project Experience

Turner Commons Development Plan Turner Developments, Lexington, KY

Delta Gamma Sorority House
Delta Gamma Sorority | University of Kentucky Chapter
Lexington, KY

RST Charlottesville RST Development Group Charlottesville, VA

West End CNI Master Planner Cincinnati Metropolitan Housing Authority, Cincinnati, OH

Master Plan & Renovations
Peachtree Presbyterian Church, Atlanta, GA

RST The Diener School Renovation and Addition The Diener School, North Bethesda, MD

Taylor Theatre Renovation

University of North Carolina Greensboro, Greensboro, NC Comprehensive system replacement and theatre improvements.

Castlewood Schoolyard*

New York City Department of Parks and Recreation Glen Oaks, NYC

Rockaway Beach 98th Playground*

New York City Department of Parks and Recreation Far Rockaway, NYC

Yocom Park Master Plan* City of Chariton Chariton, IA

Raccoon River Park Master Plan*

City of West Des Moines West Des Moines, IA

^{* -} Individual Experience with Another Firm



Dave Hasslinger
LEED GA, ISA Certified Arborist
Landscape Architect | Arborist

Credentials

Bachelor of Landscape Architecture, University of Georgia, 2016 ISA Certified Arborist with the International Society of Arboriculture, 2022

Affiliations

American Society of Landscape Architecture, Member, 2016 LEED Green Associate, 2016 USGBC, Georgia Chapter, Member

Awards

American Planning Association Great Places in America: Neighborhoods, 2016 Nomination for GA ASLA Student Honor and Merit Award, 2016

Percent Committed to Project 20%



Dave is a landscape designer and graduate of The University of Georgia with experience in multi-use trail, bike facilities, and park design. His education in ecology and sustainable design pair with his passion for the built environment and foster an ability to think holistically and collaborate effectively.

Project Experience

8th Floor Sky Park

1010 Midtown Residential Condominium Association, Atlanta, GA

Camp Twin Lakes Rutledge II

Rutledge, GA

Design and new master plan that preserves and highlights the site's natural beauty and unique features, including two lakes that serve as the visual terminus of the camp.

Imagine Memorial LCI Plan

Central Atlanta Progress, Atlanta, GA

Auburn Streetscape Master Plan

City of Auburn, AL

Boone Park at West Lake

City of Atlanta, GA

Northwoods at Lake Avondale Green Infrastructure Stormwater Mitigation

City of Avondale Estates, GA

Peachtree Corners Trails

City of Peachtree Corners, GA

Smith Homes Master Plan

Greensboro Housing Authority, Greensboro, NC

Hulsey Yard Neighborhood Master Plan

Atlanta, GA

Little 5 Mobility Plan

Little 5 Points Community Improvement District, Atlanta, GA

10th Street Pocket Park Expansion

Midtown Alliance, Atlanta, GA

11th Street Visioning Study

Midtown Alliance, Atlanta, GA

Midtown Public Spaces

Midtown Alliance, Atlanta, GA

LAS managed teams of engineers, landscape architects and contractors to design and build over a dozen new streetscape and urban open space projects in Midtown Atlanta.

Piedmont Avenue Complete Street

Midtown Alliance, Atlanta, GA

Campus Improvements

Sherman College of Chiropractic, Boiling Springs, SC



Brittain Storck ASLA, PLA Principal

Credentials

Professional Landscape Architect: GA (#001754); NC (#1761); CLARB Certified, (#40871) Bachelor of Landscape Architecture, Cum Laude, University of Georgia

Affiliations

Full Member, American Society of Landscape Architects (ASLA), 2010-current

Percent Committed to Project 40%



Britt is a professional landscape architect who has built her career around greenway and trail placemaking, natural resource-based recreation projects, and active community design and planning. Britt has expertise in managing large interdisciplinary teams on highly technical trail projects. She is experienced in trail design, compliance and consensus-building. Britt has cultivated an instinctual understanding of the complexities associated with design of open spaces and public trails in all types of landscapes. She approaches her work with the belief that each project provides the opportunity for a community to activate, transforming its health, stimulating its economy, and boosting overall quality of life of its people.

Project Experience

Louisville Olmsted Parks Trails Plan, KY

As Principal-in-Charge and Project Manager, Britt led the development of a sustainable trails plan for three Fredrick Law Olmsted's parks. She focused on designing sustainable trails, providing equitable access to park users and balancing user needs and demand. The plan included cost estimates, a phasing plan, recommended new trails and closed trails, and an operation and maintenance plan.

Red Rock Action Plan, Birmingham, AL

Alta completed an Action Plan to update the original Red Rock Trail System™ with seven new priority corridors to be implemented over the next several years. Alta led stakeholder engagement with a Steering Committee and Task Force of local and regional professionals from multiple municipalities, non-profits, health organizations, and others to ensure successful implementation and maintenance of the priority corridors. A special emphasis was placed on equitable connections to create an overall trail loop around the Greater Birmingham Metropolitan Area. Britt served as Project Manager.

Wolf River Greenway, Memphis, TN

Alta led the planning, design, and implementation of five phases of the Wolf River Greenway. As a design advisor, Britt aided Alta's efforts to design and implement this 22-mile trail corridor in Memphis. The project consisted of 6.35 miles of greenway, 1.6 miles of separated bike lanes, trailheads, two concrete boardwalks, 14 prefabricated pedestrian bridges, and many other active transportation facilities.

Gainesville and South Hall County Trail Feasibility Study, GA

Alta provided a feasibility study for two trail corridors. Project recommendations, from the study, maximized walking and biking potential in high-demand areas by connecting those areas with high-quality, comfortable, and safe trail corridors. Britt managed a team of planners and engineers, making sure tasks were met on schedule, on budget, and communication was clear with the client.



Kimberly Williams Senior Planning Associate

Credentials

Bachelors in Landscape Architecture, Utah State University Associates Degree with focus on Regional Planning, Snow College, Ephraim, UT

Percent Committed to Project 50%



Kimberly is a leader and collaborator in recreation and conservation partnerships in the public and non-profit realm. With 18+ years of specialized experience, Kimberly leads highly visible public projects that drive public policy, and strategic direction for communities, governments and nonprofits. She informs and influences decision makers and the public to implement projects that conserve and connect us to our natural world. Kimberly is deeply committed to the pursuit of inclusivity and equity in all that she does.

Project Experience

Haywood County Greenway Master Plan, Haywood County, NC

Kim was Project Manager for the Greenway Master Plan for Haywood County in North Carolina's mountain region. This planning effort represents an opportunity to identify feasible corridors, address resilience, and begin securing funding for greenway corridors that provide recreation, transportation, ecological preservation, and equitable access to the outdoors for county residents.

Mendota Trail Plan, Mendota, VA*

Kim led a team in creating a master plan for the Mendota Trail to assist the Mendota Trail Conservancy and its supporting partner, the Friends of Southwest Virginia. The 12.5-mile rail trail is partially complete and proposed to connect from rural Mendota, VA to downtown Bristol and the VA/TN border, the "Trailhead to Virginia." Kim's team worked directly with the Conservancy, the City of Bristol, and other stakeholders to ensure all the needs of the trail, including capital projects phasing and funding, were addressed as well. Kim was Project Manager and team leader for this plan.

Asheville Greenway Pedestrian (GAP) and ADA Transition Plan, NC*

Kim was responsible for most of the update to the greenway plan. As part of this effort she also led the launch of Asheville Unpaved in partner with the City's Greenway Coordinator and several nonprofits. Asheville Unpaved is an effort to develop a natural surface trail system within the City. She was involved in advocating for it as the Chair of the City's Greenway Committee, bringing together and facilitating partner meetings, developing a guidebook for policy for the City.

North Shore Greenway Plan, Chattanooga, TN*

This plan proposed a 14-mile corridor along the north side of the Tennessee River in Chattanoooga and Red Bank, TN. The team was tasked to look at greenway options but ultimately discovered opportunities for road diet/"right-sizing" to reuse street corridors in challenging areas. The client was the Southeast Development District with partners including the City of Red Bank and Chattanooga.

Swannanoa River Greenway Corridor Feasibility Study, Asheville, NC*

The Swannanoa Greenway Corridor includes a 3.4-mile urban and industrial corridor in the core of Asheville. This greenway serves as the major east-west connector for the City. Deliverables included several stakeholder workshops and a public open house attended by over 240 members of the public. Kim authored much of the study and played a key role in developing graphics.



Jennifer Dowdell LEED AP Landscape Ecological Planning & Design | Project Manager

Credentials

M.L.A., Landscape Architecture, University of Michigan B.A., Writing/History, Loyola University Thailand Asian Studies Program, Loyola College of Maryland Assumption University, Bangkok, Thailand LEED Accredited Professional

Affiliations

American Society of Landscape
Architects
International Association of Landscape
Ecology
Soil and Water Conservation Society

Percent Committed to Project 25%



Jennifer has worked extensively on landscape ecology and sustainable design. Her expertise combines a refined aesthetic sensibility with sound and resourceful research and analysis for sustainable design in a variety of environments. Highly skilled in green (living) infrastructure and landscape ecological planning at multiple scales, Jennifer integrates landscape ecological principles with innovative stormwater and landscape management for site design and master planning initiatives. Prior experiences in design, writing, and advocacy have provided Jennifer with a heightened sense of the importance of information facilitation and project leadership, while applying sound ecological science to an aesthetic manipulation of the built environment. Jennifer's technical mastery of graphics and analysis tools include the Adobe Creative Suite, AutoCAD and ESRI's ArcGIS. Her responsibilities include narrative writing and synthesis, landscape and viewshed analysis, production of project exhibits and reports, preparation of habitat management plans, and working closely with community groups, clients, and public agencies to build project consensus and ecological stewardship.

Project Experience

Kennett Greenway Master Services Agreement, Chester County, PA

Jennifer is providing ongoing implementation support on the Greenway, which has included 10 task orders thus far. She is leading public engagement, due diligence review, and preliminary engineering studies of various trail segments, as well as final design of individual trail segments for construction bid documents.

Baltimore City Green Network Plan, Baltimore, MD

Biohabitats led an interdisciplinary planning team in a collaborative process to develop suitability and prioritization criteria for the City of Baltimore's green network plan. Jennifer led the Biohabitats team in collaborating with the City to develop the green network plan methodology, as well as the Vision Plan and associated Visual Glossary, and presenting it to City staff and the community.

Chattahoochee River Greenway Study, Greater Atlanta Region, GA

As the ecological design and planning consultant on the team led by SCAPE Landscape Architecture, Biohabitats led the ecological assessment of the Chattahoochee river valley, advising on project vision and environmental regulatory compliance. As Biohabitats' technical leader, Jennifer coordinated staff and the timely completion of project deliverables.

Atlanta City Design: Nature, Atlanta, GA

Biohabitats led an interdisciplinary team to develop an urban ecology framework (UEF) to guide growth in a way that preserves, restores, and accentuates nature and creates a citywide green network to benefits all residents. As project manager, Jennifer guided the project toward a comprehensive and actionable UEF. She led the team to consider underlying ecosystem processes and services of Atlanta's urban landscape. She developed the narrative synthesis, conceptual design, and landscape ecological analysis, and oversaw project exhibits and reports.



Suzanne Hoehne CSE Senior Ecological Designer

Credentials

Certified Senior Ecologist, The Ecological Society of America M.S., Civil and Environmental Engineering, Water Resources Emphasis, University of Wisconsin B.S., Biology, University of Wisconsin H&H Modeling Systems: TR-55, WSPRO, HEC-2, HEC-HMS, HEC-RAS, SWMM, HydroCAD, and HY-8 Beaver Restoration Workshop, US Fish and Wildlife Service University of Louisville Stream Restoration Short Course 40 Hour Hazwoper Training and 8 Hour Refresher Course, Compliance Solutions Slow Water Low Impact Development

Percent Committed to Project 20%

Wetland Flora, Institute of Botanical

Rosgen Levels I-IV, Wildland Hydrology

Workshop, ASCE

Training, LLC



Suzanne has 21 years of experience in the hydrology, ecology, geomorphology and hydraulics of a variety of natural systems. She has worked on a number of water resources-related projects that integrate water quality issues in urban settings, such as watershed-wide strategic plans, stream restoration, stormwater planning and design, and hydrologic and hydraulic studies and modeling. Her involvement in these projects has ranged from initial client interaction to final construction supervision, and includes the preparation of reports, permit applications, detailed cost estimates, and contractual documents. Suzanne has field expertise in assessing streams and watersheds for geomorphic condition, riparian habitat, water quality, and land use patterns. She has contributed to numerous regional projects from her home base in Louisville, including Bernheim Forest Master Plan, Clarksville Riverfront Master Plan, as well as the further afield Pittsburgh Regional Parks Natural Areas Study and Riverfront Civic Improvements in Buffalo, NY.

Project Experience

Louisville Southwest Greenways Master Plan, Louisville, KY

This planning project developed a system of greenways to connect the underutilized cultural and natural resource areas of Southwest Louisville to the surrounding communities. Biohabitats, as a part of this multidisciplinary team, reviewed existing ecological studies, filled the gaps, and developed alternatives for the greenways that would protect the existing ecological communities while exploring alternatives to restore degraded areas to their full ecological potential.

Floyds Fork Greenway Project Phase 1, Louisville, KY

Biohabitats assisted 21st Century Parks and WRT with developing the design for over 3,200 acres of permanently protected park land on the eastern edge of Louisville. Biohabitats' role included developing a Landscape Conservation and Restoration Management Plan (LCRMP) to bridge the gap between the plan and implementing specific conservation, restoration and management initiatives.

Fort Wayne Riverfront Development, Fort Wayne, IN

Biohabitats, as a subconsultant to SWA, oversaw the ecological assessment, restoration and green infrastructure components of the Riverfront Development Study that details strategies and implementation steps to creating a world-class downtown riverfront district. The framework integrates ecological restoration priorities, conservation, low impact development, green infrastructure, and other opportunities into a cohesive structure that can guide future land use planning and redevelopment decisions for the City.

Great Parks of Hamilton County Natural Resources Planning Framework, Hamilton County, OH

Suzanne led the water resource management chapters and pilot projects on waterway restoration Natural Resources Framework. Her work helped identify the best investment opportunities for conservation and ecological restoration within each park with MKSK, the prime consultant, and Great Parks of Hamilton County staff input.



Aiman Duckworth PLA, LEED AP BD+C

Senior Landscape Architect & Urban Ecologist

Credentials

Professional Landscape Architect: MD
M.E.M., Urban Ecology, Yale School of
Forestry and Environmental Studies
B.L.A., Landscape Architecture,
University of Maryland
Sustainable Communities Studio,
University of MD at El Instituto de
Monteverde, Costa Rica
Other

Affiliations

American Planning Association
American Society of Landscape
Architects
Ecological Society of America
International Association of
Landscape Ecology
American Indian Society
of Washington, DC
US Green Building Council

Percent Committed to Project 20%



With over 16 years in practice, Aiman focuses on the assessment, planning, and design of green networks and ecosystems that enhance and regenerate ecological, social, and economic vitality. His experience ranges from regional and city-scale green infrastructure planning, to vibrant neighborhood-scale community design, to artful site-scale parks. A multi-disciplinary designer and planner, Aiman brings an evidence-based approach to the ecological and social facets of resilience and sustainability. He is adept in the use of geospatial modeling, habitat connectivity analysis, and ecosystem service quantification to inform scenario development, public outreach, and decision-making. Aiman recognizes that we are biophilic creatures with our inspiration, delight, health, and survival woven to ecosystems and landscapes.

Project Experience

Atlanta City Design: Nature, Atlanta, GA

Aiman led the geospatial analysis of the ecological resources and developed planning approaches and recommendations, including identifying areas in need of protection or enhancement for biodiversity, recreation, and additional urban ecosystem services. The recommendations incorporated environmental justice and equity with respect to ecological resources and open space access.

Mid-America Regional Council Green Infrastructure Plan, Kansas City, MO Biohabitats contributed to the ecological infrastructure planning framework and prioritization that emphasizes an integrated, ecosystem-based, landscape-scale approach to conservation, development, and restoration with ecological processes at the heart of the region's cultural and economic fabric. Aiman inventoried natural assets, developed custom geospatial analysis models, advised on pilot project implementation, and developed metrics for tracking ecological progress.

Howard County Green Infrastructure Planning Support, Howard County, MD Aiman supported efforts to preserve and enhance ecological connectivity within their green infrastructure network. Through field work and GIS analysis, Aiman identified, assessed, and developed management recommendations for green network hubs and corridors. This included field assessment of habitat features and identifying ecosystem and habitat restoration opportunities.

Great Parks Natural Resources Planning Framework, Hamilton County, OH Aiman worked with the regional natural resources staff to synthesize a spatially explicit approach to conservation and land use planning that expresses the organizations' resource conservation priorities. He advised the park system's junior staff in organizing and prioritizing their data, brought in relevant national precedents, and taught custom analyses to data sets that were novel to the client.

Chattahoochee River Greenway Study, Greater Atlanta Region, GA

Biohabitats as the ecological consultant integrated ecological connectivity, integrity, and functions into the planning of the 100-mile project corridor. Aiman led the spatial analysis of ecological assets and vulnerabilities, examined opportunities for ecological restoration, enhanced landscape-scale connectivity, and analyzed suitability for a trail and related infrastructure. This incorporates social equity in recreation access while preserving important urban ecological functions.



Ryan Holmes AICP Planner

Credentials

Bachelor of Science, Business
Administration, University of
Louisville
Master of Business Administration,
University of Cincinnati
Master of Community Planning,

Percent Committed to Project 20%

University of Cincinnati



Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, Mr. Holmes' responsibilities focus on master planning, sustainable/ green design, and greenfield/brownfield redevelopment strategies, which emphasize community revitalization, quality of life, and economic development. He has played a key role for numerous green and sustainable municipal stormwater projects involving capital improvement planning and design, water quality planning, watershed management, and storm water management and planning. He has provided technical expertise in low impact development (LID), green infrastructure (GI), and stormwater best management practice (BMP) design and has the ability to conceptualize and develop innovative solutions to complex problems.

Project Experience

Louisville Comprehensive Neighborhood Plans

Louisville, KY

EHI developed several comprehensive neighborhood plans for Louisville Metro. EHI worked with residents, businesses and institutions to collaboratively address issues and to facilitate urban design elements that promote sustainability and economic development

9TH Street Corridor Plan

Louisville, KY

EHI played an intricate role in placing an emphasis on analyzing the existing conditions and capturing the pedestrian experience of 9th Street, from the perspective of local residents. Additionally, EHI carried out a focused evaluation intended to complement existing site surveys with people-centered data.

Rocky Mount Monk to Mill Trail

Rocky Mount, NC

EHI provided its design expertise to the City of Rocky Mount for two multi-modal Transportation projects: a 2.5-mile recreational trail that will link major redevelopment areas to downtown and street enhancements and redesigns of roadways to incorporate Complete Street concepts.

Town Branch Greenway

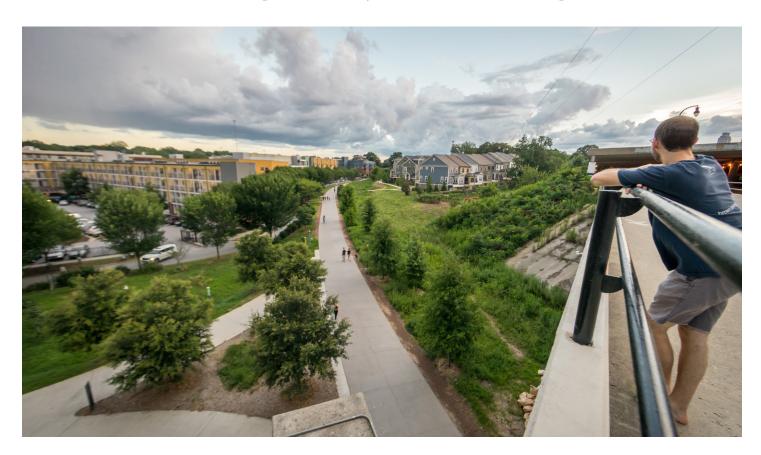
Lexington, KY

The Town Branch Greenway, part of the Town Branch Commons Corridor project, will be a 2.5-mile multi-use trail that will be in downtown Lexington. EHI is providing engineering services for the design multi-use trail, which include, traffic and pedestrian signal, striping, and signage plans.

04 Our Work

Planning for the Atlanta BeltLine

Atlanta BeltLine, Inc., Atlanta Development Authority, Atlanta BeltLine Partnership | Atlanta, GA



BELTLINE TAD FEASIBILITY STUDY BELTLINE REDEVELOPMENT PLAN

Coordinated redevelopment scenarios for twelve transit-oriented activity centers on a potential 22-mile transit and greenway loop based on disused rail rights-of-way surrounding Downtown Atlanta. The effort was associated with establishing the planning framework for the formal creation of a tax-allocation district that would fund the implementation of the public amenities of the BeltLine; also managed production of the Redevelopment Plan content associated with the physical shape of BeltLine land use and development.

BELTLINE PARKS CONCEPT PLANNING

With the adoption of the BeltLine Redevelopment Plan in 2006, the Atlanta Development Authority quickly mobilized to set up an organizational structure – Atlanta BeltLine Incorporated, to begin planning for implementation. As part of its on-retainer work to assist ABI with design and development program management, Urban Collage was called on to perform a variety of tasks

including park conceptualization at two important transitoriented development nodes. The North Avenue / Historic Fourth Ward Park development and parkland in another transit node, Boulevard Crossing were both examples where Urban Collage played a key role in illustrating the possibilities for integrating urban parks with new development to help the implementation process along.

OWNER CONTACT:

Tina Arbes, CFO, Public Broadcasting Atlanta (formerly with) Atlanta Development Authority / Atlanta BeltLine, Inc.

tarbes@pba.org 678-686-0353

KEY STAFF:

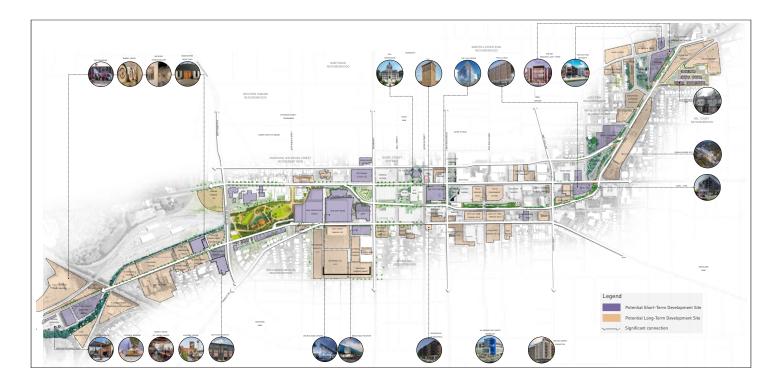
Stan Harvey | Principal-in-Charge





Town Branch Commons

Lexington Downtown Development Authority | Lexington, KY



Lexington Mayor Jim Gray announced the appointment of a 47-member Arena, Arts & Entertainment District Task Force. The Task Force conducted a year-long planning process which culminated in the creation of the Rupp Arena Arts & Entertainment District Master Plan. The Plan called for a comprehensive renovation of historic Rupp Arena, a new Lexington Convention Center, a major new public park and mixed use development in the current High Street parking lot.

The public centerpiece of the plan is the larger Town Branch Commons, a unified thread of public space that runs throughout the district and connects the center of Downtown to the edges. The Town Branch Commons plan explores possibilities of day lighting Town Branch and creating new water features in Downtown.

Lord Aeck Sargent served as Project Planner and Design Advisor for both the Rupp District Task Force and the eventual implementation of the new Central Bank Center/Rupp Arena. LAS also served as Urban Design Advisor for Town Branch Commons to the Lexington Downtown Development Authority and, with AECOM, the City of Lexington. These roles included design review, community involvement and coordination with partners and stakeholders for over \$400mm in public/private investment in Downtown Lexington.

Some services on this project were completed by Urban Collage prior to joining Lord Aeck Sargent.

OWNER CONTACT:

Brandi Peacher
Director of Project Management
City of Lexington
bpeacher@lexingtonky.gov
850-258-3150

KEY STAFF:

Stan Harvey | Principal-in-Charge Jordan Sebastian | Project Manager Kevin Kinney | Landscape Architect & Urban Designer









Cardinal Valley & Oxford Circle Neighborhood Small Area Plan

Lexington Fayette Urban County Government | Lexington, KY



The Cardinal Valley and Oxford Circle Neighborhood Small Area Plan defines the existing conditions and provides a framework to improve existing neighborhood centers that are accessible by walking, bicycling, and transit. This will include revitalization of existing residential and commercial uses; increased access to quality food and to transportation; appropriate adaptive reuse and redevelopment efforts; affordable and market-rate housing; appropriate design; identification of historic resources and similar special interests of the area. The Cardinal Valley and Oxford Circle Neighborhood Small Area Plan defines the existing conditions and provides a framework to improve existing neighborhood centers that are accessible by walking, bicycling, and transit. This will include revitalization of existing residential and commercial uses; increased access to quality food and to transportation; appropriate adaptive re-use and redevelopment efforts; affordable and market-rate housing; appropriate design; identification of historic resources and similar special interests of the area.

OWNER CONTACT:

James Duncan, AICP
Director of Planning
Lexington Fayette Urban County Government
jduncan3@lexingtonky.gov
859-258-3172

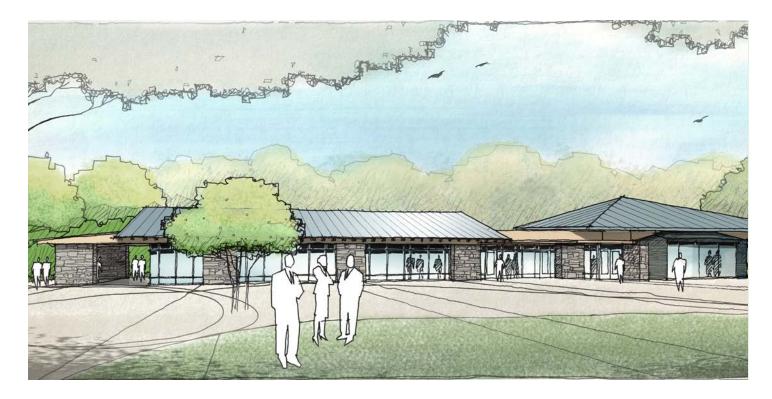
KEY STAFF:

Stan Harvey | Principal-in-Charge



Dorotha Smith Oatts Visitor's Center

University of Kentucky | Lexington, KY



LAS is currently working with UK and The Arboretum to transform the existing Dorotha Oatts Visitor Center into a multiuse, premiere destination. While the center will be functional for daily Arboretum events, the goal is also to cater to a multitude of events ranging in size. To accommodate this, the existing visitor center will be renovated to restore it back to its original layout and use for large events. A new addition adjacent to the existing building will house new offices, a catering kitchen and an Orientation Lobby with a Gift Shop to support both the everyday functions and special events held at the Arboretum. A large plaza will better highlight the entry sequence for the building and will lead patrons through the visitor center to the newly designed, surrounding landscape that highlights the natural beauty of all the Arboretum has to offer.

OWNER CONTACT:

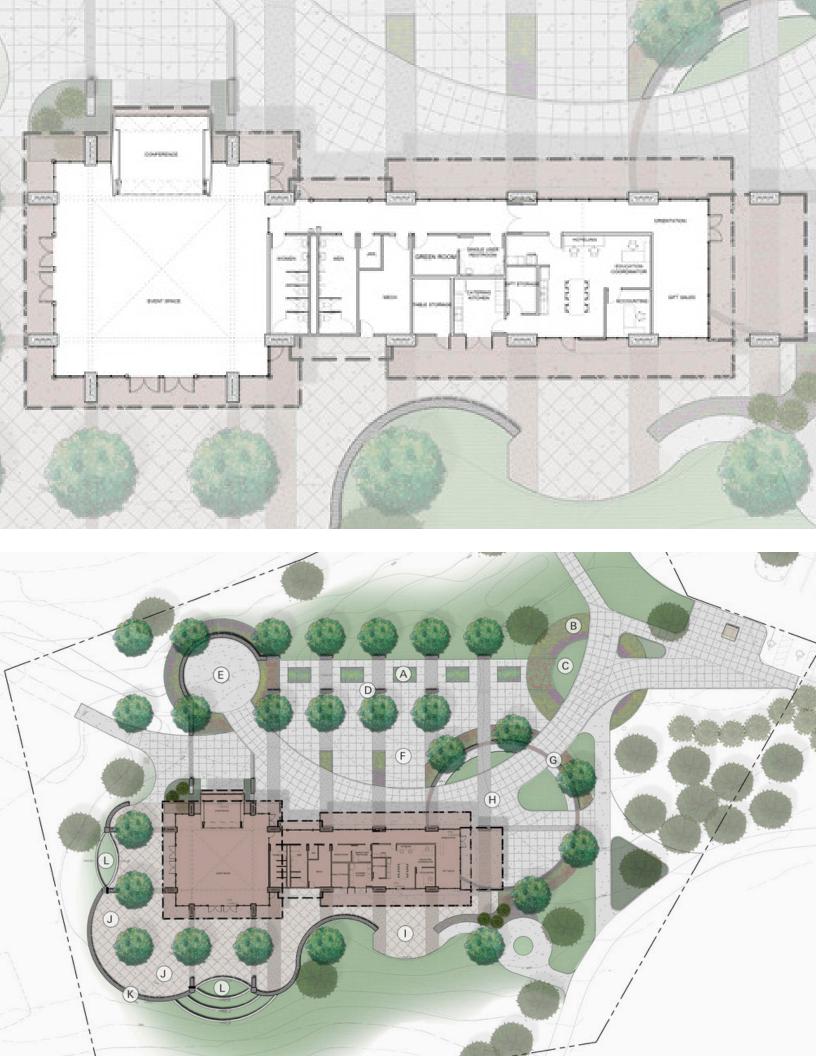
Sandy Redmon University of Kentucky Project Manager 859-218-3115 sredmon@uky.edu

KEY STAFF:

Stan Harvey | Urban Designer Jordan Sebastian | Landscape Architect

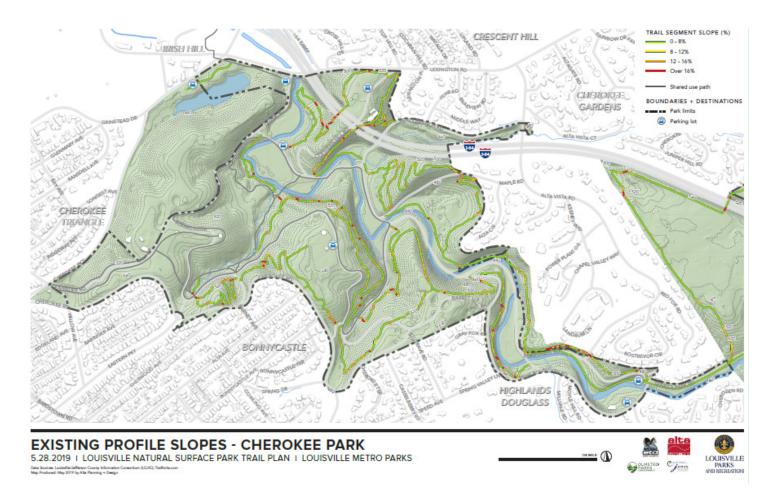






Louisville Park Trails Plan

Louisville Metro Government | Louisville, KY



Alta worked with Louisville Metro Government and the Olmsted Parks Conservancy to develop a sustainable trails plan for Louisville's three Olmstedian Parks: Cherokee, Iroquois, and Seneca Park, a collective 1,170 acres of parkland.

The plan highlights the historic trail routes designed by Frederick Law Olmstead: the father of landscape architecture, at the turn of the 19th century. The plan also identifies future trails in each park that can be sustainably built, provide equitable access to park users, and balance user needs and demand.

Alta also worked with a PTBA trail builder teaming partner to recommend a trail decommissioning plan for social trails and unsustainable networks in the parks. This work included cost estimates, a phasing plan, recommendations for new trails and trial closures, and an operation and maintenance plan.

OWNER CONTACT:

Major Waltman
Project Director
Olmsted Parks Conservancy
(502) 456-8125
majorwaltman@olmstedparks.org

KEY STAFF:

Britt Storck | Principal-in-Charge + Project Manager



The Great Springs Trail

Great Springs Project | Austin - San Antonio, TX



Great Springs Project (GSP) is working to create a greenway of protected lands between Austin and San Antonio over the Edwards Aquifer recharge zone. This green corridor will be connected by a network of spring-to-spring trails, linking the four iconic springs of Central Texas: Barton Springs, San Marcos Springs, Comal Springs, and San Antonio Springs. Great Springs Project works to unify existing local efforts to address the most critical water, land, wildlife, and public health challenges facing the Central Texas region.

Alta is the Prime (and sole) consultant. Our team created an Economic Benefits Report that quantifies the potential economic, health, environmental, and transportation benefits for the more than 100- mile trail network and 50,000 acres of conserved land. Expanding on traditional transportation datasets & techniques for benefits analysis, Alta uniquely incorporated additional analyses of ecosystem services and tourism projections based on National Land Cover Data and available literature. In addition, the ecosystem services evaluation was extended to understand how conservation investments would aid in carbon sequestration and avoid carbon releases from development.

As part of the planning process, Alta conducted field work that included biking, hiking, and kayaking the length of the trail to

determine trail alignments, preview already-planned alignments, and decide how to connect to already built sections. The process was further informed by direction from a project steering committee made up of partners from Austin to San Antonio, and was further supported through a series of public engagement opportunities throughout 2021. The plan sets up a flexible framework for Great Springs Project and its partners to create the trail system incrementally, with a short-term focus on securing trail right-of-way. The overall goal is to have the approximately 100-mile trail system built by the Texas Bicentennial in 2036. Alta is now working with GSP on implementation stages of the process.

OWNER CONTACT | REFERENCE:

Garry Merritt
Great Springs Project
PO Box 12331
Austin, TX 78711
(210) 260-9839
garry@greatspringsproject.org

KEY STAFF:

Britt Storck | Senior Advisor



Red Rock Action Plan

Freshwater Land Trust | Birmingham, AL



Alta completed an Action Plan to update the original Red Rock Trail System™ with seven new priority corridors to be implemented over the next several years. Alta led stakeholder engagement with a Steering Committee and Task Force of local and regional professionals from multiple municipalities, non-profits, health organizations, and others to ensure successful implementation and maintenance of the priority corridors. A special emphasis was placed on equitable connections to create an overall trail loop around the Greater Birmingham Metropolitan Area.

Alta identified recommended trail typologies for each priority corridor and facilitated 10% Design for complex portions of each corridor with Dynamic Civil Solutions, who acted as a subconsultant on this project. The project team provided recommendations for implementation strategies and outlined maintenance solutions for the future of the overall trail network.

OWNER CONTACT:

Carolyn Buck
Freshwater Land Trust
Red Rock Trail System™ Director
(205) 417-2777
carolyn.buck@freshwaterlandtrust.org

KEY STAFF:

Britt Storck | Project Manager



Kennett Greenway Master Services Agreement Kennett Township | Chester County, PA



Biohabitats is leading a team of traffic engineers, landscape architects, and civil engineers in the design and implementation of a 14-mile greenway under a Master Services Agreement with Kennett Township in Chester County, Pennsylvania. Most of this work is being funded through grants the Township has won to support expanded access to open space and community connectivity.

The projects under this agreement include public engagement, due diligence review and preliminary engineering studies of various trail segments, as well as final design of individual trail segments to be put out to bid for construction.

Initial projects have included wetland delineation and tree survey along the Red Clay Creek to inform the final design of one of the first trail segments to be completed on the western side of the greenway loop. Community engagement has included public open house events as well as community meetings and presentations to the Township's Board of Supervisors. Trail

design considerations include providing the best pathway for a variety of users that responds to the unique ecological context of the region and celebrates the character of Kennett Township.

OWNER CONTACT | REFERENCE:

Christina Norland Square Roots Collective Client Representative for Kennett Township cnorland@ksgroots.com

KEY STAFF:

Jennifer Dowdell | Project Managerr



Baltimore Green Network Plan

City of Baltimore | Baltimore, MD



The City of Baltimore contracted the Biohabitats team to craft an interconnected system of functional green spaces across the city. A key goal was identifying opportunities to leverage existing greening and revitalization programs associated with vacant lots and buildings in the city and engaging non-profit and community partners to produce a strengthened and connected green infrastructure network.

Biohabitats led an interdisciplinary planning team to develop the suitability and prioritization criteria. Considering historical and contemporary planning initiatives, the team examined the complex and interdependent relationships of greenspace in the urban fabric through a lens of ecological function, connectivity, and community resilience.

Unique to this project is the collaborative planning approach, working directly with the City Department of Planning on GIS analysis and public outreach. The consultant team engaged active community organizations as well as state and federal stakeholders in creating this green network plan which will act as the foundation for future development, redevelopment, and

greening initiatives across the city. The final green network plan celebrates the historic stream corridors that define the city's landscape while connecting open space with safe and increasingly green corridors. It promotes healthy and safe access to active and passive open space for all city residents and increased ecological function of the unique natural resources that define the City of Baltimore.

OWNER CONTACT:

Amy Gilder Environmental Planner & Critical Area Coordinator Baltimore City Department of Planning amy.gilder-busatti@baltimorecity.gov

KEY STAFF:

Jennifer Dowdell | Technical Lea



05 Project Approach

PROJECT UNDERSTANDING

Increasingly, cities across the globe have recognized that access to open spaces, recreation areas, and natural landscapes is essential to healthy, growing communities. These natural amenities provide economic, social, and perhaps most importantly, health and environmental benefits to their residents, workers and visitors. Lexington is no different. As is evidenced through several recent public surveys; Walkability/Bikeability, Neighborhood Parks, and Natural Areas/Nature, are among the top concerns of residents.

The City of Lexington has long been at the forefront of planning for the future growth of urban development while recognizing the importance of the surrounding landscape. The 1958 Urban Service Boundary recognized the uniqueness of the city and the fact that the surrounding landscape of crops, horse farms, and natural areas is important to the character of the city. The 2002 Greenway Master Plan also recognized the importance of open spaces, trails, and connections of these community amenities. There have been additional efforts beyond the original Greenway Master Plan to strengthen and define greenways in the city and encourage their development. With a growing population, the recent approval to expand the urban services boundary, and the increasing recognition of the importance of access to greenspace, it is clear that an updated Greenway Plan is needed. This comprehensive plan will help shape trail connections, open spaces, recreation areas, parks, forests, other natural areas, and development in Fayette County for years to come.









lordaecksargent.com



The Imagine Lexington 2045 Comprehensive Plan laid out a broad but interconnected group of Themes. We recognize that each of these Themes are not individual silos, but directly relate to each other. How we develop our neighborhoods has a direct impact on the local environment, and overall community. However, we think for this project to be successful we will need to pay special attention to Theme B "Protecting the Environment." Each of the policies laid out in the three Pillars; Protection, Sustainability and Restoration are important. We have identified a few policies which directly relate to this project and will be goals of the Greenway Management Plan.

PROTECTION

- Policy #2 Conserve environmentally sensitive areas, including significant natural habitats, wetlands & water bodies.
- Policy #3 Continue to Implement For PDR Program to Safeguard Lexington's Rural Land.
- Policy #7: Protect Sensitive Streams, Natural Habitats & Wildlife in the Urban Service Area; Protect the Urban Forest, & Significant Tree Canopies as Crucial Ecological Networks.
- Policy #8: Integrate the Greenspace Plan into Urban and Rural Area.

SUSTAINABILITY

- Policy #1: Develop a multimodal transportation network and infrastructure; seek collaboration with regional transit partners for the commuting public.
- Policy #2: Promote roadway, Pedestrian & Bicycle Connectivity.

RESTORATION

- Policy #1: Protect & Recover Lexington's Urban Forest by strategically planting new trees and creating walkable streetscapes.
- Policy #2: Use Green Infrastructure to Bridge Gaps in the Greenspace Network.
- Policy #3: Support Community Gardens & Urban Agriculture to Restore Natural Resources within the urban service area.

We understand that there are constraints to each of these policies, but the Greenspace Management Plan must be proactive in defining those challenges and in identifying opportunities. In addition, an important consideration that is not explicitly listed in the polices is *equity* to our greenway amenities. Everyone should have equal access to and benefits from these spaces.

GOALS

- Establish goals, objectives and implementable actions to create a greenway system.
- Use existing LFUCG plans to determine significant greenway corridors and how they should be created.
- Identify parcels and corridors of land that need protection and conservation.
- Suggest ordinance and policy updates to strengthen future implementation of the Greenway Management Plan.
- Determine the impacts and benefits of greenway development and show quantifiable results.
- Review the LFUCG parcels and determine the best use of each.
- Create a homeowner/neighborhood association open space management guide.

At the conclusion of this project we will have assessed and elevated public awareness of environmental features and considerations in Lexington, defined a specific system of connected and protected greenways that consider both public and private lands, defined a proactive implementation strategy for improvements and ensured an ongoing maintenance plan for protecting and enhancing the greenway system.

APPROACH

The design team will work with the LFUCG project management team and stakeholders, most notably the Council EQPW Committee and the Greenspace Trust, throughout the project to ensure that the goals and deliverables for each task are met. We have organized well defined Tasks within an overall planning process that we envision to unfold over 12 months, with additional time for final review:

PROJECT ORGANIZATION

- Schedule Develop overall project schedule with a list of deliverables, important dates, meetings, etc. Schedule will be approved by all parties prior to project start.
- Stakeholder Interviews Conduct a series of Stakeholder Interviews to help determine the community goals and desired outcomes from the project.
- Existing Studies/Information Compile and evaluate existing studies and plans including but not limited to – Parks and Recreation Master Plan, Bike & Ped Plan, Small Area Development Plans, Rural land management Plan. This will also include compiling all available and relevant GIS data.
- Confirmation of Goals through stakeholder interviews, community meetings, and meetings with LFUCG confirm the goals of the project.

ASSESSMENT

- Assess the available GIS data. We will evaluate datasets such as streams, floodplains, canopy coverage, vegetation change, aerial photography, property ownership, etc.
- We will also assess and evaluate the available LFUCG parcels and determine their applicability toward being a part of the Greenway system.
- Community Forum on Urban Ecology hold a community forum to educate the public on the importance of greenways, trails, urban ecology, and how a comprehensive greenway system will impact Lexington-Fayette County.

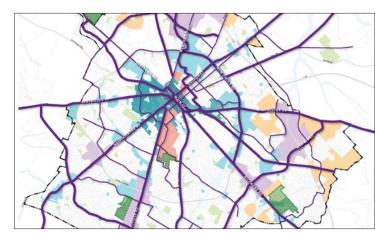
GREENWAY SYSTEM AND PROJECT DEFINITION

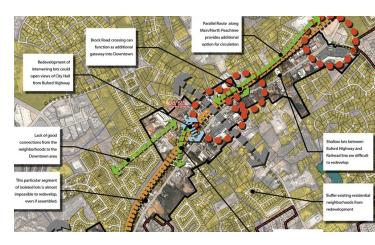
- Using information collected during community meetings, assessment of GIS data, and field surveys, we will develop a comprehensive list and ranking of areas and corridors that should be considered for the greenway system. This will include a phasing plan with priorities for implementation.
- Potential Separated Trail System we will identify areas within the full greenway system that would be candidates for including a trail component to enhance the overall bike and pedestrian network.
- Community Meetings in order to more directly discuss possible projects, it may be wise to conduct community workshops in each quadrant of the City.

IMPLEMENTATION STRATEGY

- Report & Recommendations prepare the final report that will include documentation on the process, public input, findings, and recommendations. This report will highlight the recommended areas, zones, and corridors for greenway development and an implementation strategy.
- Maintenance Plan develop a maintenance plan for the greenway system components. This will include a plan for the city and a separate plan for neighborhoods/communities to maintain private greenway areas.
- Funding/Partnership Summary identify both public and private sources of funding, including federal grant programs, as well as organizational partners for ongoing implementation and maintenance.
- Community Open House a final public meeting on the draft Greenway Management Plan.

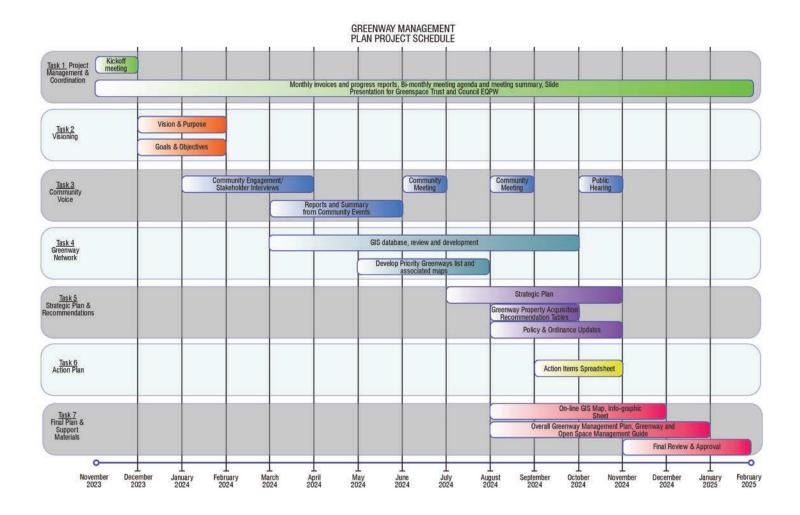








Project Schedule



TASK 1: PROJECT MANAGEMENT & COORDINATION

- Kickoff Meeting
- Monthly Invoices and Progress Reports
- Bi-monthly Meeting Agenda and Summary
- Slide Presentations for Greenspace Trust and Council EQPW Meetings

TASK 2: VISIONING

- Vision & Purpose
- Goals and Objectives

TASK 3: COMMUNITY VOICE

- Community Engagement Plan
- Associated Reports and Summaries from Community Engagement Events

TASK 4: GREENWAY NETWORK

 We will use the existing GIS data and field collected data to create a prioritized greenway network. All data created will be publicly available.

TASK 5: STRATEGIC PLAN & RECOMMENDATIONS

- Strategic Plan
- Greenway Property Acquisition Recommendation Table
- Policy & Ordinance Updates

TASK 6: ACTION PLAN

Action Items Spreadsheet

TASK 7: DEVELOP FINAL PLAN & SUPPORTING MATERIALS

- On-line GIS Map
- Infographic Sheet
- Overall Greenway Management Plan
- Homeowner/Neighborhood Association Greenway and Open Space Management Guidance

AMERICAN RESCUE PLAN ACT

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

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

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

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

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

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

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

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

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

Signature

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

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

August 18, 2023

Date

AFFIDAVIT

Comes the Af	fiant, Lord Ae	ck Sargen	t		, and after	r being first duly
sworn, states under po	enalty of perjury a	as follows	S :			
1. His/her name is	Stanford Harve	Э			and he/she	is the individual
submitting the	proposal	or	is	the	authorized	representative
of Lord Aeck Sarg	jent				, the	entity submitting
the proposal (hereinaf	ter referred to as	"Propose	er").			

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

Continued on next page

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

Further, Affiant sayeth naught.	_		
STATE OF Kentucky	_		
COUNTY OF Fayette	_		
The foregoing instrument was subscribed, sworn to and a	cknowledge	d before	me
The foregoing instrument was subscribed, sworn to and a by Stanford Harvey	-		
	-		
by Stanford Harvey	-		

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.

Lord Aeck Sargent
Name of Business

Lord Aeck Sargent, Affirmitave Action Plan

Lord Aeck Sargent strives to construct the best team possible for our clients' projects. Within this opportunity we tend to ensure that minority groups and individuals are included when applicable to the client's needs. Please see our policy below:

Affirmitive Action & Equal Opportunity Policy

- Consistent with federal and state law and policy, Lord Aeck & Sargent, Inc. states its commitment to the concepts of affirmative
 action and equal opportunity.
- It is the policy of Lord, Aeck & Sargent, Inc. to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, martial status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.
- As part of the company's equal employment opportunity policy, Lord, Aeck & Sargent, Inc. will also take affirmative action as
 called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently
 separated veterans, other protected veterans, Armed Forces services medal veterans, and qualified disabled persons are Introduced
 Into our workforce and considered for promotional opportunities.
- Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated In an Investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.
- It is further the policy of Lord, Aeck & Sargent, Inc. to provide equal opportunity to all business persons and/or firms seeking to contract with this Company, Including those owned and controlled by racial minorities, cultural minorities and females. These policies of non-discrimination as made and set forth shall be continuing in nature and shall remain in full force and effect without interruption.
- Furthermore, it Is the Intent of Lord, Aeck & Sargent, Inc. to encourage equal opportunity within the Company and on all solicited contracts by qualified subcontractors through the following measures.
 - 1. Lord, Aeck & Sargent, Inc. shall include the above-noted policy statements as made and set forth herein to be made a part of, and Incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain.
 - 2. It is the stated goal of Lord, Aeck & Sargent Inc. to provide for equal opportunity reflective of the cultural diversity of the areas where our offices reside by actively recruiting qualified minority and female employees in addition to other cultural minorities for all future employment opportunities within the Company.
 - 3. It is the stated goal of Lord, Aeck & Sargent, Inc. to contract a minimum of 15% of all subcontracts with qualified minority-owned and/or female-owned businesses.
- Every member of this firm is expected to uphold this policy as a matter of mutual respect and fundamental fairness in human relations, and every employee has an obligation to observe Lord. Aeck & Sargent, Inc. policies In implementation of federal and state law as a term of employment. In addition, one aspect of performance appraisal for personnel at all levels of supervision and administration will include the qualitative evaluation of their leadership in Implementing this nondiscrimination policy and in seeking resolution of problems in this area at the point nearest their origin.
- Merit and productivity, uncolored by prohibited bias, will continue to guide decisions relating to employment.

WORKFORCE ANALYSIS FORM

Name of Organization: Lord Aeck Sargent Planning & Design, Inc.

Categories	Total	Wh (Na Hispa oi Latii	ot anic r		oanic atino	Afri Ame (1) Hisj	ck or ican- erican Not panic atino	Haw ar Ott Pad Islar (N	tive aiian aid her cific nder lot banic atino	Asi (N Hisp or La	ot anic	Amer India Alas Nat (no Hispa or La	n or kan ive ot anic	Two mo rac (No Hispa ol Lati	re es ot anic r	То	tal
		M	F	М	F	M	F	М	F	M	F	М	F	М	F	М	F
Administrators																	
Professionals		51	56	3	3	2	2			4	8					60	69
Superintendents																	0
Supervisors																	0
Foremen																	0
Technicians																	0
Protective																	0
Para-																	0
Office/Clerical		2	15	1		1	6			4	8					4	21
Skilled Craft																	0
Service/Maintena																	0
Total:																64	90

Prepared by: Victoria Cunningham, Director of Business Operations Date: 08/14/2023

(Name and Title) Date: 08/14/2023

Revised 2015-Dec-15

EHI Consultants Services



COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

Andy Beshear Governor transportation.ky.gov August 3, 2022

Jim Gray SECRETARY

Edward Holmes, President EHI CONSULTANTS 333 W. Vine Street, Suite 300 Lexington, KY 40507-1626

Subject: DBE/SBE Certification Renewal

Dear Mr. Holmes:

The Kentucky Transportation Cabinet's DBE Certification Committee has determined that EHI CONSULTANTS continues to meet the eligibility requirements of a minority-owned Disadvantaged Business Enterprise (DBE) and remains programeligible pursuant to 49 C.F.R., Part 26. Along with your DBE continuation, your Small Business Enterprise (SBE) certification has been reciprocally renewed.

EHI CONSULTANTS is DBE/SBE certified to perform the below NAICS code(s), which include the following item(s) of work:

Related Services:

541330 - Engineering Services - Specializing in Civil engineering services, Construction engineering services, Consulting engineers' offices, Consulting engineers' private practices, Engineering consulting services, Engineering design services, Engineering services, Engineers' offices, Engineers' private practices, Environmental engineering services, Erosion control engineering services and traffic engineering consulting services;

541611 - Administrative Management and General Management Consulting Services - Specializing in Administrative management consulting services, Business management consulting services, Business start-up consulting services, Site location consulting services, Site selection consulting services, and Strategic planning consulting services;

541614 - Process, Physical Distribution, and Logistics Consulting Services - Specializing in Transportation management consulting services;

541618 - Other Management Consulting Services - Specializing in Utilities management consulting services; and

541620 - Environmental Consulting Services - Specializing in Ecological restoration consulting services, Environmental consulting services, Environmental reclamation planning services, and Wetland restoration planning services

Absent a finding of regulatory non-compliance, a change in the majority ownership and/or control, or a successful third-party challenge, this certification will be eligible for review on August 30, 2025.

In accordance with 49 CFR §26.83(j), this firm will be required to submit an affidavit annually by *August 30* to determine whether your firm continues to meet the standards as set forth in 49 CFR Part 26.

) rec

DBE Administrative Branch Manager Small Business Development Branch

mrt/BP

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran —owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Procurement 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 Procurement Lexington-Fayette Urban County Government 200 East Main Street, 3rd Floor, Room 338 Lexington, Kentucky 40507 smiller@lexingtonky.gov

Firm Submitting Proposal: Lord Aeck Sargent						
_						
Complete Address:	269 W Main St St	uite 500 Lexir	ngton, KY 40507			
	Street		City	Zip		
Contact Name:	Stanford Harvey	Title:	Principal			
Telephone Number: 859-317-6691 Fax Number: 2929-1401						
relephone Number.		- I ax I vaii				
Fmail address: sta	n.harvey@lordaecks	sargent.com				



LFUCG MWDBE PARTICIPATION FORM Bid/RFP/Quote Reference #____32-2023

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 Procurement 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. EHI Consultants 333 W. Vine Street, Suite 300 Lexington, KY 40507	DBE	Community/Stakeholder Engagement Consultant	\$25,000	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.

Ormal ,

Lord Aeck Sargent Planning & Design, Inc.	- Staff Hilly			
Company	Company Representative			
08/18/2023	Principal			
Date	Title			



LFUCG MWDBE SUBSTITUTION FORM Bid/RFP/Quote Reference #32-2023

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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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.

Lord Aeck Sargent Planning & Design, Inc.	Stepp They
Company	Company Representative
08/18/2023	Principal
Date	Title

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1775		
MENTUCK! IT	MWDBE QUOTE SUMMARY FORM Bid/RFP/Quote Reference #32-2023	

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 Lord Aeck Sargent Plannin	g & Design, Inc.	Contact Person Stanford Harvey				
Address/Phone/Email		Bid Package / Bid Date				
269 West Main Street, Suite 500, Lexington, KY 40507	859-317-6691 stan.harvey@ lordaecksargent.com	#32-2023 / August 18, 2023				

MWDBE Company Addres	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
EHI Consultants	Ryan Holmes	rholmes@ ehiconsultants com	8/7/2023	Community/ Stakeholder Engagement Consultant	Email	\$25,000		DBE

(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	d State laws concerning false statements and claims.
Lord Aeck Sargent Planning & Design, Inc.	Suff Huy
Company	Company Representative

08/18/2023

Date

Principal

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 Procurement/ 200 East Main Street / Room 338 / Lexington, KY 40507.

representative, you or misrepresentation or									
concerning false stat									
East Main Street / F									
Bid/RFP/Quote					5 03 65 A				
Total Contract A	mount Award	led to Prime (Contrac	tor 1	for this Proj	ect			
Project Name/ C	ontract #			W	ork Period/	From:		To:	
Lexington Greenway		n Update, RFP #	32-2023		5576				
Company Name: Lord Aed	k Sargent Pla	nning & Desid	ın, Inc.	Ad	ldress: 269 Lexi	West Main Street, ngton, KY 40507	Suite 500,		
Federal Tax ID:	87-1174150		,	Co	ntact Persor	Stanford Harve	у		
			*						
Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contra Awarde to Print for this Project	ed ne	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date	
EHI Consultants 333 W. Vine Street, Suite 300 Lexington, KY 40507 rholmes@ehiconsult		\$25,000	10%)					
com									
By the signature belong the representation prosecution under a Lord Aeck Sarger	ns set forth belo pplicable Federa	w is true. Any i al and State laws	nisrepres	senta	ations may res	ult in the termina	ation of the co		
Company			(Com	pany Repres	entative			
08/18/2023 F					Principal				
Date			ā	litle					

LFUCG STATEMENT OF GOOD FAITH EFFORTS Bid/RFP/Quote # 32-2023

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 Procurement Economic Inclusion Outreach event Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s). Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation. X Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively. X Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest. X Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract. X Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

	into economically feasible units to f	appropriate, breaking out contract work items acilitate MWDBE and Veteran participation, otherwise perform these work items with its
	businesses not rejecting them as un	nterested MWDBE firms and Veteran-Owned qualified without sound reasons based on a bilities. Any rejection should be so noted in agreement could not be reached.
	firms and Veteran-Owned businesse	uotations received from interested MWDBE s which were not used due to uncompetitive table and/or copies of responses from firms mitting a bid.
	unacceptable. The fact that the bidde contract work with its own forces rejecting a MWDBE and/or Veterar	reasons why the quotations were considered er has the ability and/or desire to perform the will not be considered a sound reason for an-Owned business's quote. Nothing in this re the bidder to accept unreasonable quotes in a goals.
	Veteran-Owned businesses to obtain	nce to or refer interested MWDBE firms and the necessary equipment, supplies, materials, ne work requirements of the bid proposal
	X Made efforts to expand the so businesses beyond the usual geograph	earch for MWBE firms and Veteran-Owned nic boundaries.
	•	t the bidder submits which may show that the ith efforts to include MWDBE and Veteran
	cause for rejection of bid. Bidders n relevant to this requirement which	ocumentation requested in this section may be nay include any other documentation deemed is subject to approval by the MBE Liaison. rts must be submitted with the Bid, if the
in termination false statement	of the contract and/or be subject to ap	accurate. Any misrepresentations may result plicable Federal and State laws concerning
Company August 18, 2023		Company Representative Principal

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 procurement agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

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

1

- 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.

Suff Fury	August 18, 2023			
Signaturé 🗸	Date			



CERTIFICATE OF LIABILITY INSURANCE

7/18/2022

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

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

PRODUCER		CONTACT NAME: Sharon Schulze				
Insurance Office of America 100 Galleria Parkway		PHONE (A/C, No, Ext): 770-250-0179 FAX (A/C, No): 678	-919-1151			
Suite 600		E-MAIL ADDRESS: sharon.schulze@ioausa.com				
Atlanta GA 30339		INSURER(S) AFFORDING COVERAGE	NAIC#			
	License#: 0E67768	INSURER A: RLI Insurance Company	13056			
INSURED	LORDAEC-01	INSURER B: Continental Casualty Company	20443			
Lord Aeck Sargent Planning & Design, Inc. 1175 Peachtree St. NE		INSURER C:				
Suite 2400		INSURER D:				
Atlanta GA 30361		INSURER E:				
		INSURER F:				

COVERAGES CERTIFICATE NUMBER: 2130660670 REVISION NUMBER:

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

INSR LTR			ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	PSB0009617	7/21/2022	7/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
	GEN	L'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 2.000,000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY	Υ	Y	PSA0003104	7/21/2022	7/21/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	Х	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB X OCCUR	Υ	Υ	PSE0004724	7/21/2022	7/21/2023	EACH OCCURRENCE	\$5,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
		DED X RETENTION \$ 0							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY		Y	PSW0005263	7/21/2022	7/21/2023	X PER OTH- STATUTE ER	
		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В		essional Liability ns-Made			AEH591951384	7/21/2022	7/21/2023	Per Claim Aggregate Per Claim Deductble	5,000,000 5,000,000 200,000

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

Any person or organization where required by written contact is an Additional Insured with respects to General Liability and is primary & non-contributory per form #PPB304 02/12, additional insured with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13 and additional insured with respects to Excess Liability and is primary & non-contributory per form #PPU304 06/10. Waiver of Subrogation is in favor of the additional insureds with respects to General Liability per form #PPB304 02/12, with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13, with respects to Workers Compensation per form #WC00313 04/84 and with respects to Excess Liability per form #PPU304 06/10. 30 days' notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

Sample Certificate Lord Aeck Sargent Planning & Design, Inc. 1175 Peachtree St. NE Suite 2400 Atlanta GA 30361 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

LORD AECK SARGENT

LAS Hourly Rate Schedule

Principal/Director	\$285
Project Manager	\$170
Landscape Architect	\$145
Unregistered Design Staff	\$125
Certified Planner	\$145
Administration	\$110
Alta	
Principal-in-Charge Designer	\$230
Senior Associate Planner	\$150
Biohabitats	
Principal	\$275
Principal/Project Manager	\$245
Senior Project Manager/QAQC	\$225
Senior Project Manager	\$210
Senior Technical Advisors (Integrated Design Specialist, Construction Coordinator, Wetland/Restoration Ecologist)	\$195
Project Manager (Engineer, Landscape Architect, Scientist)	\$180
Senior Technical Staff (Engineer, Landscape Architect, Scientist, Technician)	\$165
Technical Staff (Engineer, Landscape Architect, Scientist, Construction Coordinator, CADD Manager)	\$150
Mid-Level Technician (Engineer, Landscape Architect, Scientist, CADD/GIS)	\$130
Technician (Engineer, Landscape Architect, Scientist, CADD/GIS)	\$120
Entry Level Technician (Engineer, Landscape Architect, Scientist, CADD/GIS)	\$110
EHI Consultants	
Principal	\$200
Senior Planner	\$115
Planner	\$75
Project Manager	\$185

06 Fee Proposal

Greenway Management Plan

Task	Description	Fee
1.	Project Management & Coordination	\$30,000.00
2.	Visioning	\$15,000.00
3.	Community Voice	\$30,000.00
4.	Greenway Network	\$60,000.00
5.	Strategic Plan & Recommendations	\$50,000.00
6.	Action Plan	\$35,000.00
7.	Develop Final Plan & Supporting Materials	\$30,000.00
	Management Plan Total	\$250,000.00

