

## **CONSULTANT SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of April 14, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and MKSK, INC, (**CONSULTANT**).

**WHEREAS, OWNER** intends to proceed with a Downtown Area Master Plan in Lexington, Kentucky as described in the attached Request for Proposal document; and

**WHEREAS,** the requested services are to include professional services for development of a master plan for the city ("Project") as contemplated in the **OWNER's** Request for Proposal No. 4-2025.

**WHEREAS, CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 4-2025.

**WHEREFORE, OWNER** and **CONSULTANT** in consideration of the foregoing, the sufficiency of which is hereby acknowledged, the **OWNER** and the **CONSULTANT** agree to the following mutual covenants and conditions:

### **SECTION 1 - BASIC SERVICES OF CONSULTANT**

**CONSULTANT** shall perform professional services as hereinafter stated, which shall include development of the Downtown Area Master Plan.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 4-2025 (Exhibit "A"); Consultant's Response dated March 14, 2025 (Exhibit "B")

To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 4-2025 (Exhibit "A"), Consultant's Response dated March 14, 2025 (Exhibit "B").

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

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

This Agreement together with the Exhibits identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral

understandings. This Agreement and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated.

## **SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT**

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

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

### **OWNER shall:**

- 3.1. Assist **CONSULTANT** by placing at their disposal available information pertinent to the Project.
- 3.2. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.3. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.4. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.5. Furnish or direct **CONSULTANT** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

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

- 4.1. CONSULTANT shall commence services no later than May 16, 2025, shall endeavor to finalize Project deliverables on or before July 17, 2026, and Project completion on or before November 16, 2026.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services of CONSULTANT**

###### **5.1.1 For Basic Services.**

**OWNER** shall pay **CONSULTANT** for services rendered a fee not exceeding \$495,075. The **CONSULTANT** will provide services as outlined in this Agreement.

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

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

##### **5.2. Other Provisions Concerning Payments.**

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

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

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

## **SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS**

### **6.1. Termination**

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

**6.1.2.** The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

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

### **Ownership and Reuse of Documents.**

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

### **6.2. Legal Responsibilities and Legal Relations.**

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

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

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

### **6.3. Successors and Assigns.**

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

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

### **6.4. Disputes.**

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

### **6.5. Security Clause.**

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

### **6.6. Access to Records.**

The **CONSULTANTS** and their sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for five (5) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

### **6.7. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 4-2025 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

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

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

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

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

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

Signature: \_\_\_\_\_

*Linda Gorton*

LINDA GORTON, MAYOR

Date: \_\_\_\_\_

*5/16/2025*

**CONSULTANT MKSK INC:**

Signature: \_\_\_\_\_

*[Signature]*

Printed Name: \_\_\_\_\_

ANDREW OVERBECK

Position: \_\_\_\_\_

PRINCIPAL

Date: \_\_\_\_\_

APRIL 14, 2025

## DOWNTOWN AREA MASTER PLAN PROJECT

The Lexington-Fayette Urban County Government's Division of Planning is initiating the development of a comprehensive Downtown Area Master Plan for downtown Lexington.

In 2024, the Urban County Council recommended the creation of this new plan to replace the current Downtown Area Master Plan, which was last adopted in 1975. This updated plan will align with the goals and vision of *Imagine Lexington 2045*, providing both short-term (0–5 years) and long-term (5–20 years) priorities through clear and actionable implementation strategies. Emphasis will be placed on sustainable growth, equitable redevelopment, and establishing a vibrant and distinctive urban identity.

A consulting firm has been engaged to lead the development of the Downtown Area Master Plan. The selected consultant will assess current conditions, including infrastructure, the built environment, natural resources, and physical constraints and opportunities that impact downtown Lexington.

The plan will include detailed land use designations; strategies to enhance connectivity between downtown and adjacent neighborhoods; identification of opportunities for economic development and housing; and the establishment of a proposed boundary for the downtown area. The planning process will also prioritize equitable public engagement to ensure that the voices of historically underserved and underrepresented communities are meaningfully included in shaping the future of downtown.

### RFP RESPONSES

The Division of Planning received eight responses to the Request for Proposals (RFP). MKSK Inc. was selected as the consultant due to their comprehensive and detailed proposal. Their familiarity with downtown Lexington—demonstrated through previous work on projects such as streetscape improvements and Tandy Park—was an added advantage.

### PROJECT FUNDING

The Fiscal Year 2025 budget included a \$500,000 allocation for the Downtown Area Master Plan. The awarded contract totals \$495,075.

### ADVISORY COMMITTEE

An advisory committee will be established to provide guidance throughout the planning process. The committee will consist of approximately 15 members. Final coordination of committee appointments and meeting schedules will occur following contract finalization and Council approval.

# EXHIBIT A - RFP 4-2025



## Lexington-Fayette Urban County Government Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #4-2025 Downtown Area Master Plan** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **March 14, 2025**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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



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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

#### KRS 45.640 Minimum skills

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

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

#### LFUCG Non-Appropriation Clause

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

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

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

#### Contention Process

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

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

#### **SELECTION CRITERIA:**

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs. 30 points
2. Related experience of the firm/team with similar projects comparable in type, size, and complexity. 20 points
3. Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process. 20 points
4. Demonstrated ability to perform high quality work, to control costs, and to meet project schedules. 20 points
5. Pricing approach related to the tasks listed. 10 points

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

**Questions regarding this RFP shall be addressed through:**  
<https://lexingtonky.ionwave.net>

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

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



in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

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

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

# **WORKFORCE ANALYSIS FORM**

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

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

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

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

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

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

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



**LEXINGTON**

**MINORITY BUSINESS ENTERPRISE PROGRAM**

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

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

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

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

***Certified Minority Business Enterprise (MBE)*** – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

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

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

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

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

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)  
Kentucky Minority and Women Business Enterprise (MWBE)  
Women’s Business Enterprise National Council (WBENC)  
National Women Business Owners Corporation (NWBOC)  
National Minority Supplier Development Council (NMSDC)  
Tri-State Minority Supplier Development Council (TSMSSDC)  
U.S. Small Business Administration Veteran Small Business Certification (VetCert)  
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, [smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov).



## LEXINGTON

### LFUCG MWDBE PARTICIPATION FORM

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of 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. **Note: Form required if a subcontractor is being substituted on a contract.**

| <b>SUBSTITUTED<br/>DBE/MBE/WBE/VOSB<br/>Company Name,<br/>Address, Phone, Email</b> | <b>DBE/MBE/WBE/VOSB/SDVOSB<br/>Formally Contracted/ Name,<br/>Address, Phone, Email</b> | <b>Work to Be<br/>Performed</b> | <b>Reason for the<br/>Substitution</b> | <b>Total Dollar<br/>Value of the<br/>Work</b> | <b>% Value of<br/>Total Contract</b> |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------|----------------------------------------|-----------------------------------------------|--------------------------------------|
| 1.                                                                                  |                                                                                         |                                 |                                        |                                               |                                      |
| 2.                                                                                  |                                                                                         |                                 |                                        |                                               |                                      |
| 3.                                                                                  |                                                                                         |                                 |                                        |                                               |                                      |
| 4.                                                                                  |                                                                                         |                                 |                                        |                                               |                                      |

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

\_\_\_\_\_  
**Company**\_\_\_\_\_  
**Company Representative**\_\_\_\_\_  
**Date**\_\_\_\_\_  
**Title**





**LEXINGTON**

## **DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS**

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  - a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

**Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

#### OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

 Click or tap here to enter text. 

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

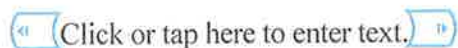
**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**



**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBES, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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

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**Company**

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**Company Representative**

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**Date**

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**Title**

4870-1925-6809, v. 1

## **GENERAL PROVISIONS**

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

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

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



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

#### A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

---

Signature

---

Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

## **INSURANCE REQUIREMENTS**

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

### **Required Insurance Coverage**

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

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

The policies above shall contain the following conditions:

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

## Renewals

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

## Deductibles and Self-Insured Programs

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

## Safety and Loss Control

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

## Verification of Coverage

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

## Right to Review, Audit and Inspect

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

## **DEFAULT**

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



**LEXINGTON**

Request For Proposals.

# **RECONNECTING TO OUR DOWNTOWN**

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## **Lexington's Downtown Area Master Plan**

RFP Issue Date: February 13, 2025

Proposal Due: March 14, 2025

Division of Planning  
101 E. Vine St. Suite 700  
Lexington, KY. 40507

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## **II. PROJECT BACKGROUND AND DESCRIPTION**

The Lexington-Fayette Urban County Government (LFUCG) is seeking proposals from qualified firms to develop a Downtown Area Master Plan that guides the future of Lexington's downtown. As a LEED Silver certified city, Lexington is committed to sustainability and innovation. The master plan should align with Imagine Lexington 2045 and provide short-term (0-5 years) and long-term (5-20 years) priorities with clear, actionable strategies for implementation. These strategies will prioritize sustainable growth, redevelopment, and the creation of a distinct urban identity.

Lexington downtown's proximity to major higher education institutions, including the University of Kentucky and Transylvania University, fosters a dynamic, diverse population and drives economic vitality and innovation. Additionally, the walkable neighborhoods surrounding the downtown area offer a mix of historic and modern residential options, local businesses, and green spaces, contributing to a high quality of life. The plan will highlight the need to connect these surrounding neighborhoods while supporting inclusive growth throughout the downtown area.

Key goals include promoting housing and investment, supporting tourism, enhancing pedestrian and bicycle safety, and enhancing connectivity between downtown and surrounding neighborhoods. The plan will feature conceptual designs and practical, phased recommendations for implementation to guide infill development and create a vibrant, cohesive downtown area.

Eligible firms must demonstrate experience collaborating with local governments on downtown area master plans and deliver a plan that incorporates best practices in urban design, redevelopment, and community engagement. Proposals must address growth strategies, promoting urban living, and design standards while honoring Lexington's unique character.

LFUCG seeks a forward-thinking partner to create a dynamic, actionable master plan that positions Downtown Lexington as a premier destination for residents, businesses, and visitors while advancing the city's equity and sustainability goals as a LEED Silver certified city.

### **QUESTIONS**

All inquiries regarding this Request for Proposals should be directed to:  
<https://lexingtonky.ionwave.net>

### **SUBMISSION**

A digital PDF version of the proposal shall be submitted for the project. Each proposal must include the following:

A brief history and the firms experience working with local municipalities on similar planning efforts, as well as details about the consulting firm or firms on the team.

The names and resumes of the people who will be assigned to the project, their role, and the percentage of their time that will be committed to this project.

Why your team is best suited to develop the Downtown Master Plan. What unique ideas or experience does your team bring to the table?

Examples of projects within the last five (5) years of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.

Outline of the consulting team's project approach, project milestones, total cost of services, and a timeline for completing the project.

**NO PROPOSALS WILL BE ACCEPTED PAST THE DEADLINE.**

### III. SCOPE OF WORK

The purpose of this RFP is to contract a firm to develop a Downtown Area Master Plan with a desired project timeline not to exceed 18 months. The plan will include recommendations on zoning, land use, transportation, public spaces, housing, sustainability, economic development, tourism, and historic preservation.

The plan's goals are to:

1. Engage community stakeholders to seek input on the development and growth of downtown and surrounding areas.
2. Establish a vision for the development of downtown including illustrated best practices for design standards that establish guidelines supported by the stakeholders.
3. Develop goals and prioritize strategies for implementing a plan focused on public and private investment in the downtown area.
4. Identify key redevelopment sites and strategies to jumpstart development.
5. Recognize and connect surrounding neighborhoods through pedestrian-oriented and dedicated connections.
6. Review and provide recommendations for updates to zoning regulations, Design Guidelines for the Courthouse Area, Historic Overlay Guidelines and any other guidelines within the study area with emphasis placed on regulations that support priority areas.

At a minimum, the Downtown Area Master Plan should address the following areas of focus:

1. Summary of existing conditions and issues, including land use, zoning, housing, and infrastructure conditions.
2. Assessment of current City plans as well as other relevant plans.
3. Vision and goals for the downtown area; including ways to connect to adjacent districts, corridors, and neighborhoods.
4. Recommend policies and programs to implement the community vision, as well as tell the unique story of Lexington's downtown.
5. Detailed implementation strategy, action plan and LFUCG departments involved to move the plan forward that includes recommendations from the Housing and Market Analysis.
6. Transportation assessment and recommendations.
7. Site specific recommendations for 3 catalytic sites in or directly connected to the downtown.
8. Recommendations for opportunities for funding, including both private and governmental sources.

#### TASK 1 – EXISTING LAND USE PLANS ASSESSMENT AND INVENTORY

Leadership, community, and economic development strategies are essential as the City continues to grow. The selected consultant will develop planning-level concepts to support growth, development and implementation. This includes a thorough assessment of current conditions in the study area, incorporating reviews of existing plans, what has been implemented, review of infrastructure and public amenities, assess parking, mobility, traffic distribution, accessibility and relevant studies. The assessment will focus on, but not be limited to, the following areas:

1. Review existing plans and the historical development of Lexington utilizing the Defined Infill and Redevelopment Area map. The Defined Infill and Redevelopment Area is not the project boundary; instead, the downtown boundary will be determined within this area and serve as the foundation for developing a Downtown Area Master Plan.
2. Define the Downtown area.

3. Review existing proposals for future land uses, development, zoning, housing, and public facilities and compare to conditions “on the ground” today.
4. Identify activity nodes within the Infill and Redevelopment Area outside of the downtown area that could be developed as distinct districts.
5. Analyze and document existing conditions and issues related to land use, housing, and infrastructure.
6. Identify and map downtown area neighborhoods.
7. Inventory current land uses and evaluate potential developments based on land use plans.

## **TASK 2 – HOUSING AND MARKET ANALYSIS**

For this task, the Consultant will prepare a market and housing analysis that supports the plan recommendations and ensures the proposed plan can be implemented. The focus of the assessment should include the following:

1. Level of market opportunity and depth by land use and product type, such as how much and what type of retail is needed.
2. Demand and feasibility assessment for housing (by type and cost), retail, hospitality, offices, and other uses within the downtown area, and an assessment of competing uses in districts near the downtown area.
3. Identify where new development can be located to catalyze reinvestment most effectively.
4. Identify new housing development type that can be introduced within the downtown study area that align with the guidance for development types, scale, and character in the study area.
5. Develop recommendations that identify best practices and development incentives of financing mechanisms for housing and economic development that align with local community.

## **TASK 3 – PUBLIC ENGAGEMENT**

The goal is to create a local outreach process that ensures active participation from all stakeholders, including low-to-moderate-income individuals, minorities, the elderly, individuals with disabilities and the downtown area business community. The Consultant will develop a public engagement plan with strategies for sharing information, encouraging participation, and integrating feedback from diverse groups. These steps will ensure broad, equitable, and transparent community participation.

The plan will outline engagement methods, schedules, and assigned responsibilities while documenting outreach efforts such as meeting notices, summaries, and communications. The goal is to ensure broad, equitable, and transparent community participation.

1. Project Advisory Committee: The Project Advisory Committee should include representation from LFUCG staff including Planning, Housing and Community Development, Parks and Recreation, Environmental Quality, Public Works, Water Quality, Mayor's 250Lex Commission and members of the Urban County Council. This team shall meet in person or virtually regularly to discuss the study progress and provide advice on public involvement and other planning process issues.
2. Key stakeholders:
  - a. Property owners, business operators, neighborhoods, and residents within and adjacent to identified area(s).
  - b. Councilmembers-at-Large and those representing council districts in the chosen area(s).
  - c. Transportation and land use policy makers including the LFUCG Planning Commission, Project Advisory Committee, Lexington Area MPO, LexPark and Lextran.
  - d. Organizations such as business groups, tourism entities, environmental groups, community organizations, and nonprofits involved in downtown development and investment efforts.

- e. Representatives from the University of Kentucky, Transylvania University, Bluegrass Community & Technical College (BCTC).
3. General Public Engagement: During the study process, the Consultant shall involve all stakeholders in the study area. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses).

The Project Advisory Committee and the stakeholder group must be notified of all meetings taking place.

At least four (4) public engagement activities should be conducted.

#### **TASK 4 – PLAN DEVELOPMENT AND RECOMMENDATIONS**

Review the collected data and prepare goals, policies, and action strategies based on the findings of Tasks 1, 2, and 3. Prepare a detailed development concept plan. This analysis should be coordinated with other completed studies, programs, and developments. At a minimum, this plan and study will contain the following components:

1. Summary of existing conditions and issues identified in Task 1. This includes current land use patterns, zoning, housing, environmental constraints and infrastructure conditions.
2. Assessment of current community plans and other relevant plans that have an impact on the plan update, also covered in Task 1.
3. Vision and goals for the downtown and adjacent areas that address the following:
  - a. Mix of land uses appropriate for future growth including new and revised land use regulations needed to complete the development goals.
  - b. Diversity of dwelling types, access to jobs, retail, and neighborhood services.
  - c. Design for healthy living and social interaction such as access to public space/parks and trails, access to healthy foods and aging in place.
4. Recommended policies and programs to implement community vision.
5. Recommended revisions to the zoning ordinance and development of regulations to support the vision.
6. Detailed implementation strategy and action plan to assist the city in moving the plan forward that includes the recommendations from the Housing and Market Analysis.
7. Site-specific recommendations for 3 catalytic sites that include a market analysis, regulatory recommendations, and visualization of key concepts.
8. Short-term and long-term creative placemaking strategies.
9. Transportation assessment and recommendations which include:
  - a. Mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security for all modes.
  - b. Continuity of local streets in study area and extension of the street grid.
  - c. Conceptual renderings of the key transportation recommendations.
  - d. Temporary and interim transportation strategies.
  - e. Opportunities for green infrastructure within transportation recommendations.
  - f. Streetscape, street design standards and circulation.
  - g. Parking analysis.
10. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics

### **TASK 5 – DRAFT REPORT**

A comprehensive draft report should include but are not limited to:

1. Executive Summary.
2. Assessment of Existing Plans and Conditions.
3. Housing and Market Analysis.
4. Plan Development Process.
5. Updated Concept Plan and Study.
6. Implementation Strategy and Performance Metrics.
7. Appendix with detailed reporting.

### **TASK 6 – DELIVERABLES**

1. A total of six presentations: two each to the LFUCG Planning Commission and the Project Advisory Committee during regular meetings, one public hearing for the LFUCG Planning Commission, and a final report presentation to the Urban Council.
2. The final deliverables will include public presentation materials, a comprehensive final report, and supporting documentation to guide adoption by the Planning Commission.
3. Final Deliverable Format
  - a. PDF of the Final Report and Appendices.
  - b. All collected or created datasets, including GIS shape files. LFUCG will retain ownership of all data, spreadsheets, and GIS layers produced.

## **IV. PACKAGING OF PROPOSAL**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. Each proposal should be limited to no more than 20 pages and should be in an 8.5" x 11" format. Any other information thought to be relevant may be provided as a separate appendix to the proposal.

All proposals should include the information outlined below and in the following order. Maximum number of pages are stated for each item.

1. Cover Letter (1 page).
2. Table of Contents (1 page).
3. Company Information (2 pages) to include:
  - a. Primary firm and sub-consultants. Identify all sub-consultants and provide a summary of their scope of services.
  - b. List the address, email address, and telephone number of the offices from which the services are to be provided.
4. Qualifications and Experience of Key Personnel (4 pages) to include:
  - a. The project manager and key staff assigned if awarded.
  - b. Resumes summarizing the qualifications and experience of the individuals who will be conducting the plan and key tasks.
  - c. Specific information on the staff's experience with urban planning, market analysis, and community engagement.



- d. Evidence of diversity should be part of the submittal. Consultant firms or teams are expected to represent the diversity of the community. Such diversity should be reflected in such aspects as ownership, professional personnel, consultants and staff.
5. Organizational Chart (1 page).
6. Project Approach (5 pages) to include:
  - a. Provide a statement describing the scope of work as you understand it.
  - b. Describe the approach, means, methods, and procedures to be used to gather data, analyze findings, perform community engagement tasks, and develop recommendations as requested.
  - c. Include any information demonstrating understanding and insights related to the project's scope of work.
7. Project Timeline (1 page) - Provide a proposed schedule of tasks including key milestones for deliverables.
8. Similar or Related Projects and References (3 pages) – For the consultant and any sub-consultants, describe at least similar or related projects within the United States successfully completed within the last five (5) years and include the name, address, telephone number, and an e-mail address for reference checks.
9. Cost of Services (2 pages) - Provide a proposed cost approach and lump sum fee itemized by each work task as outlined in the scope of work and a rate schedule for computing any extra work not specified in the contracted scope of work.
10. Required Forms (Not included in the page count) - The completed required forms.
11. Forms and affidavits required by this subsection shall be considered an open public record once a public employer has entered a contract for services; provided, however, that any information protected from public disclosure by federal law shall be redacted.

## V. SELECTION CRITERIA

The selection will be based on the qualifications of the consultant team and the quality of the proposal. However, LFUCG reserves the right to call references provided in the submittal and to require phone or personal interviews with firms requiring additional evaluation. The following criteria will be used for the evaluation:

### CRITERIA SCORE

| Criteria                                                                                                                                                                                                                                | Score |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Quality and thoroughness of the proposal. Consultant understanding and approach to the required tasks and needs.                                                                                                                        | 30    |
| Related experience of the firm/team with similar projects comparable in type, size, and complexity.                                                                                                                                     | 20    |
| Demonstration of understanding and commitment to execute creative, contextual, and engaging approaches to community engagement. Ability to reach underrepresented residents and their successful inclusion into the engagement process. | 20    |
| Demonstrated ability to perform high quality work, to control costs, and to meet project schedules.                                                                                                                                     | 20    |
| Pricing approach related to the tasks listed.                                                                                                                                                                                           | 10    |

### Evaluation:

LFUCG reserves the right, in its sole discretion, to reject any submittal it considers to be non-responsive. Should LFUCG fail to reach agreement with the firm/team initially selected, LFUCG reserves the right to commence negotiations with the next highest ranked firm/team. LFUCG may select a firm without an interview or may choose to interview all or a limited number of firms/teams.

## VI. DEFINED INFILL AND REDEVELOPMENT AREA MAP





RFP #4-2025 | LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

# RECONNECTING TO OUR DOWNTOWN: LEXINGTON'S DOWNTOWN AREA MASTER PLAN

March 14th, 2025

**EXHIBIT B - MKSK RFP SUBMITTAL**

**MKSK**

DEVELOPMENTSTRATEGIES®

**wsp**

**ehi**  
CONSULTANTS

 CivicLex

 urbancanopy  
works, LLC



607 West Main Street  
Louisville, Kentucky 40202

March 14, 2025

Lexington-Fayette Urban County Government  
ATTN: Director, Division of Procurement  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

**RE: RFP #4-2025 Downtown Area Master Plan**

Dear Members of the Selection Committee,

MKSK and our partners are thrilled to offer our services and experience to assist LFCUG in developing the Lexington Downtown Area Master Plan. I am Andrew Overbeck, and I will serve as the Principal in Charge of this project. I am joined by Luis Calvo who will serve as Project Manager. Together, we have worked on a variety of downtown, district, and neighborhood plans for communities across the country and in Kentucky. In the attached proposal we have included background on our firms and individual team members, highlighted relevant project experience, and outlined our approach for completing this project with you.

Why is our team best suited to develop the Downtown Area Master Plan? Downtown Lexington is the heart of the Bluegrass and one of the most vibrant university-anchored cities in the southeast. As the region's economic, cultural, and institutional center, downtown's success is pivotal to the region's growth, and as such, its opportunities and challenges require special consideration. Meeting these aspirations for downtown is dependent on creating a high quality place for those who visit, call it home, or study in its universities. We know that there are challenges facing downtown, including barriers to connectivity, housing affordability, dwindling office occupancies, rising urban heat island, and concerns about the type of growth it will and should experience, and how this will impact adjacent neighborhoods. Therefore, we have developed a team with national experience and local connections that provides expertise and a track record of confronting these topics. This team is adept at developing solutions to confront these challenges and our solutions will target multiple challenges simultaneously. Our team has worked together on dozens of similar projects and our unified approach to the work will enable us to effectively and efficiently collaborate with the community.

This consultant team is led by **MKSK**, an employee-owned firm of urban planners, landscape architects and urban designers with offices throughout the Midwest and Southeast. MKSK brings unique experience establishing long-term relationships with past clients creating strategic plans for downtowns and designing and seeing through the implementation of those plans in Columbus, Toledo, Akron, Tulsa, Louisville, and Indianapolis. We are nationally eminent yet locally invested in Lexington and Kentucky. With an office in Louisville led by Lexington resident and Principal designer Andy Knight, our work in Lexington includes a joint land use and transportation study for Nicholasville Road (in collaboration with WSP), a corridor study for South Limestone Street and Euclid Avenue (in collaboration with Development Strategies and EHI), and a downtown streetscape and public realm master plan that created stronger links to the University of Kentucky and Transylvania Campuses.

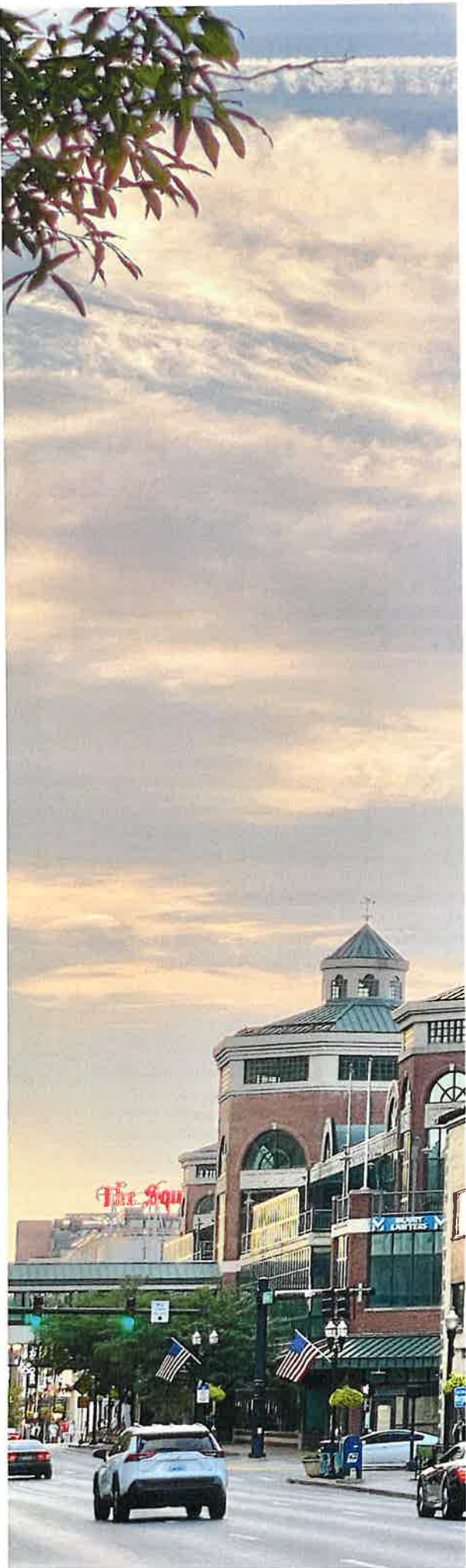
We are joined by one of our long-term partners, **Development Strategies**, with whom we have crafted more than 10 downtown plans in your peer cities. Development Strategies will develop recommendations for downtown that build on our deep understanding of local economics and market opportunities in housing, office, hospitality, and entertainment. They will also lead the exploration and development of economic strategies to help reinvigorate downtown and help shape a market-based rationale for design concepts of catalyst sites. Our team is also joined by internationally renowned engineering and transportation firm **WSP**, with staff working locally in Lexington. The WSP team brings unparalleled local and national expertise in traffic management, connectivity strategies, and transit readiness. Understanding that community engagement is the foundation of any successful planning process, our team is supported by a collaboration of two locally based engagement specialists. Leading a targeted neighborhood engagement strategy is **EHI Consultants**, which will leverage its local connections to facilitate meaningful dialogue with residents of neighborhoods near downtown. Knowing that many residents are unable to attend public meetings, the **CivicLex** team will mobilize their platform and technical expertise to craft online and in-person engagement tools where residents can engage with the planning team in creative, outside-the-box, methods. Lastly, our team is joined by **Urban Canopy Works**, a woman-owned business based in Northern KY dedicated to the advancement of trees and the tree canopy in our urban and developed areas.

We feel our team is uniquely positioned to tackle the challenges of this project with you and the community. We look forward to discussing our proposal with you.

Respectfully Submitted,  
MKSK, Inc.



Andrew Overbeck, AICP, Principal in Charge  
E: aoverbeck@mkskstudios.com, PH: 614.378.5307



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**MKSK**

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**TOGETHER WE  
PLAN & DESIGN A  
WORLD IN WHICH WE  
ALL WANT TO LIVE.**

**General Information:**

MKSK, Inc.  
Andrew Overbeck, AICP, Principal  
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607 West Main Street  
Louisville, Kentucky 40202





Arena District &amp; Downtown Master Plan, Columbus, Ohio

## MKSK

## FIRM OVERVIEW

### Primary Contact

Andrew Overbeck  
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aoverbeck@mkskstudios.com  
614.621.2796

607 West Main Street  
Louisville, Kentucky 40202

### Relevant Services

Downtown Planning  
Master Planning  
Community Planning  
Public Space Design  
Parks & Recreation Planning  
Land Use Planning  
Development Planning  
Landscape Architecture  
Sustainable Design  
Community Engagement

[mkskstudios.com](http://mkskstudios.com)

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of twelve regional metropolitan studios in Kentucky, Ohio, Indiana, Illinois, South Carolina, Georgia, Florida, New York and the District of Columbia. We approach planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design and planning. We help communities and our clients meet the challenges of changing global conditions by addressing resiliency and sustainability. We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. Together we plan and design a world in which we all want to live.

### DOWNTOWN MASTER PLANNING

MKSK is deeply invested in the creation of vibrant and viable downtowns. Our team brings decades of experience leading multidisciplinary teams to tackle complex problems. Our approach is driven by the power of short term action to enable long term change. We break down big ideas into doable steps to get past conventional planning fatigue, respond to problems, test new ideas, build momentum, and expand the number of people that benefit from neighborhood growth and investment.

Our planners understand the numerous factors that must be considered to create a robust and successful plan including assessments of existing conditions, environment, infrastructure, transportation systems, parking, demographics, market, trends, development economics, fiscal implications, community character, cultural and historic structures, the built environment, and the public realm. We understand the relationships between the many various types of land uses and their impacts on infrastructure, watersheds, and municipal services and funding. There are three elements that are consistent in our firm's approach:

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

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

## SUBCONSULTANTS

### DEVELOPMENT STRATEGIES | Market Analysis, Development Feasibility, Housing Policy

Development Strategies brings clients creative solutions and strategies that are tailored to the unique characteristics of their projects and communities. Founded in 1988, Development Strategies provides economic and market research, strategic and land use planning, counseling, and valuation services. We apply market analysis as the foundation for a vision of greater future prosperity, resulting in strategic investment of our clients' resources. The depth and breadth of our collective knowledge and experience provides value to clients in realizing their aspirations. Our professionals hold various graduate degrees in business administration, urban and regional planning, architecture, urban affairs, community planning, economics, geography, real estate development, and urban design.

### WSP | Transportation Planning and Engineering

WSP is a globally-recognized professional services firm specializing in design, engineering, and transportation planning. Our engineers, planners, technical experts, and strategic advisors view transportation infrastructure as a vehicle for shaping local communities and we pioneer solutions and deliver innovative projects to advance economic, environmental, and social conditions in the communities we serve. WSP is a local firm with a national footprint, combining local resources and experience with national connections and expertise. We have been serving Kentucky for over 25 years from our offices in Lexington and Louisville. We employ over 150 people in Kentucky, who are supported by 15,000 staff in 300 offices across the nation. Our Kentucky staff are immersed in local communities and have collaboratively delivered numerous planning studies, neighborhood plans, safety projects, and design projects throughout the region including for Lexington-Fayette Urban County Government.

### EHI CONSULTANTS (DBE, MBE) | Public Outreach & Engagement (Neighborhood & Stakeholder Outreach), Planning Support

EHI is an award winning 25-year-old planning firm located in Louisville and Lexington, Kentucky that has provided services to a number of communities throughout Kentucky and the Southeast Region. 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. EHI believes in a community engagement process that has the ability to engage, excite and empower local citizens and transform communities. 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.

### CIVICLEX (WBENC) | Public Outreach & Engagement (Website/Survey, Non-traditional Outreach, Public Meeting Format/Activities & Support)

CivicLex is a Certified Majority Women Owned Business and nonprofit organization that is strengthening civic health in Lexington, Kentucky. We break down the barriers between government and residents through civic education, local news, and direct collaboration with public institutions. Our work makes governance more accessible, increases civic literacy, and helps communities build the infrastructure they need for long-term civic participation. CivicLex has led public engagement for a variety of projects, including the Urban Growth Master Plan, Kelley's Landing Master Plan, and Lexington 2023 Comprehensive plan update. In addition to our work on Public Realm projects and consulting, we have built interdisciplinary programs that strengthen our local relationships, outreach, and knowledge, including through The CivicLex Weekly and our Civic Education Partnerships with Fayette County Public Schools and the University of Kentucky.

### URBAN CANOPY WORKS (WOSB) | Urban Forestry Advising

Urban Canopy Works, LLC, is a woman-owned business, based in the Northern KY / Cincinnati metro area, dedicated to the advancement of trees and the tree canopy in our urban and developed areas nationally. UCW have extensive national experience in urban forestry strategic planning and established communication, outreach and facilitation skills. UCW has served communities across the country over the last decade in a wide range of projects covering community forestry and greenspace planning and management, public engagement, tree risk assessment, tree protection, and sustainability. At Urban Canopy Works, we connect our passion about trees with a clear sense of purpose about our work – we are dedicated to contribute, serve others, and make a difference.

### DEVELOPMENT STRATEGIES\*

**Contact**  
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**Contact**  
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Union, Kentucky 41091

urbancanopyworks.com





#### Education

The Ohio State University, Master of City and Regional Planning, 2005

Earlham College, Bachelor of Arts in Politics, 1997

Thomas J. Watson Foundation Fellow, 1997-1998

#### Certification

American Institute of Certified Planner

#### Professional Affiliations

American Planning Association, Ohio Chapter



#### Education

University of Louisville, Master of Urban Planning, 2013

Kennesaw State University(Formerly Southern Polytechnic), Bachelor of Architecture, 2010

#### Certification

American Institute of Certified Planner

#### Professional Affiliations

American Planning Association, Georgia Chapter

## ANDREW OVERBECK, AICP

### PRINCIPAL IN CHARGE, PLANNER, URBAN DESIGNER

**MKSK**

Andrew takes a collaborative approach to developing effective plans that address complex urban issues and identify catalytic projects. Andrew has completed transformational municipal planning, long-range planning, urban design, streetscape, alternative transportation, urban parks, and downtown master plan projects. He has worked in cities throughout the region on downtown plans and public realm improvements with a focus on urban revitalization, sustainability, and connectivity. Matching his strong background in research, writing, and graphic design with his ability to facilitate public discussion and discourse, Andrew is able to effectively communicate and build consensus for solutions that enhance and invigorate cities and neighborhoods.

Percent Commitment to Project: 25%

#### Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Principal in Charge.

Decatur Town Center Plan 2.0, Decatur, Georgia. Principal in Charge.

2022 & 2010 Downtown Columbus Strategic Plans, Columbus, Ohio. Project Manager.

Downtown Akron Vision & Redevelopment Plan and Update, Akron, Ohio. Principal in Charge.

Akron Neighborhood Plans: West Akron, Middlebury, Kenmore, University Park. Principal in Charge.

Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Manager, Principal in Charge.

Louisville Downtown Master Plan, Louisville, Kentucky. Principal Planner.

Upper Westside CID Master Plan, Atlanta, Georgia. Principal Planner.

Birmingham NW Downtown Master Plan, Birmingham, Alabama. Principal Planner.

Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Manager.

Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.

Downtown Columbus Public Realm Enhancement Study, Columbus, Ohio. Project Manager.

## LUIS CALVO, AICP

### PROJECT MANAGER, PLANNER, COMMUNITY ENGAGEMENT

**MKSK**

Luis specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. He strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

Percent Commitment to Project: 35%

#### Select Project Experience

Downtown Gainesville Strategic Master Plan, Gainesville, Florida. Project Manager.

Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, Kentucky. Project Manager.

Imagine Nicholasville Road, Louisville, Kentucky. Project Manager.

Decatur Town Center Plan 2.0, Decatur, Georgia. Project Manager.

Downtown Toledo Master Plan (2017) and Update (2023), Toledo, Ohio. Project Planner.

Louisville Downtown Master Plan, Louisville, Kentucky. Project Planner.

Tulsa Arena District Master Plan, Tulsa, Oklahoma. Project Planner.

Highland Park Downtown Strategic Plan, Highland Park, Michigan. Project Planner.

Euclid Avenue & South Limestone Street Commercial Corridor Study, Lexington, Kentucky. Project Planner.

Discovery District Placemaking Plan, Columbus, Ohio. Project Planner.

Downtown Riverfront Strategic Development Plan, Troy, Ohio. Project Planner.

Chattanooga Riverfront District Master Plan, Chattanooga, Tennessee. Project Planner.

Gordon Square Arts District Community Master Plan, Cleveland, Ohio. Project Planner.



**Education**  
The Ohio State University, MLA  
Univ. of Tenn., Bachelors in  
Landscape Design

## ANDY KNIGHT, ASLA, PLA | PRINCIPAL, PLACEMAKING + URBAN DESIGN **MKSK**

Andy understands how thought-provoking design adds value to the public realm. His project achievements and impactful project leadership results in the creation of public places that embody the character of place while balancing the spectrum of functional, technical, and sustainable principles. Andy is acutely entrenched in the design and implementation of each project and emphasizes the importance of detail in realizing great design. His work includes public realm revitalization initiatives, dynamic and productive landscapes, and vibrant public spaces that promote a diversity of social uses and cultural traditions. **License/Certification:** Registered Landscape Architect, KY, OH **Project Experience:** Euclid Avenue & South Limestone Street Commercial Corridor Study, CentrePointe, Lexington, KY; Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Imagine Nicholasville Road, Parkland Corridor Improvement Study, Waterfront Park PH 4, Louisville, KY | **Percent Commitment to Project: 10%**



**Education**  
UNC at Chapel Hill, MCRP  
Miami University, B.A.

## CHRIS HERMANN, FAICP | PRINCIPAL, PLANNING + DEVELOPMENT **MKSK**

Chris is adept at helping communities create a unique, compelling vision and translating it into strategic steps that transform cities and spaces. Chris is a certified planner with more than 32 years of city planning experience, including prior experience at the city, county, and regional government levels. He provides a broad range of project planning leadership experience, having managed projects involving regional planning policy, comprehensive plans, downtown plans, district and neighborhood planning, community revitalization/reinvestment, economic development, urban design, form-based codes, transportation and streetscape design, consensus-building, and public engagement and facilitation. **License/Certification:** American Institute of Certified Planners **Project Experience:** 2022 & 2010 Downtown Columbus Strategic Plans, Columbus, OH; Downtown Toledo Master Plan and Update, Toledo, OH; Louisville Downtown Master Plan, Louisville, KY; Uptown District and MLK/Reading Road Corridor Strategy, Cincinnati, OH; Downtown Design Guidelines, Memphis, TN; Tulsa Arena District Master Plan, Tulsa, OK | **Percent Commitment to Project: 10%**



**Education**  
Ball State Univ., B.A., Urban  
Planning and Development

## CARLEY LEMMON | URBAN PLANNER **MKSK**

Carley strives to create vibrant, engaged communities through actionable initiatives, engaging processes, and comprehensive projects. Carley's professional background includes several years in the public sector as Assistant City Planner with the City of Valparaiso providing development and zoning reviews, zoning code research and development, conducting public meetings, coordinating project reviews with city departments, maps, and community engagement. Her experience in the public sector has provided an understanding of engaging community members, developing standards and processes to achieve the goals of the community, and content creation to effectively relay planning processes and information to the community. **Project Experience:** Louisville Middle Housing Graphics, Louisville, KY; AARP Community Challenge Grant, Louisville, KY; West Lafayette Historic Preservation, West Lafayette, IN; LEAP Lebanon Innovation District, Lebanon, IN; Lafayette Historic Preservation, West Lafayette, IN; Kalamazoo Downtown Parking and Mobility, Kalamazoo, MI | **Percent Commitment to Project: 20%**



**Education**  
Univ. of Virginia, MLA  
Washington Univ., BS Arch.

## LYN WENZEL, PLA | ASSOCIATE, LANDSCAPE ARCHITECT **MKSK**

Lyn has been practicing landscape architecture for over eight years. Her work during this time has included a diverse range of projects ranging from intimate courtyard gardens to public school campus design and implementation. She is involved in MKSK's research and community-outreach initiatives including a 2017 published report focused on Mid-Atlantic native plant community design. **License/Certification:** Registered Landscape Architect, KY **Project Experience:** Kentucky State Capitol, Frankfort, KY; Jennings Creek Greenway Master Plan, Bowling Green, KY; DHS Access Road & Mixed-Use Path, Washington, DC; 125 35th Street SE, Washington, DC; LeDroit Park Green Infrastructure Washington, DC; Audi Field - Parcel B, Washington, DC; Arlington Career Center, Arlington, VA; Ballston Quarter Mall, Arlington, VA; Ballston Quarter Origin, Arlington, VA | **Percent Commitment to Project: 10%**



**Education**  
The Ohio State Univ., MCRP

## MATT WETLI, AICP | PRINCIPAL, ECONOMIC & DEVELOPMENT LEAD **DEVELOPMENT STRATEGIES®**

As an urban planner and development strategist, Matt leads the firm in creating strategies for more vibrant, inclusive, and livable cities—with an emphasis on urban revitalization. His passion is helping people better understand how cities actually work, through a combination of education, storytelling, and dialogue—with the goal of empowering decision makers. His process of four dimensional planning brings together economic, community, real estate, and design to carefully shape investments in people, places, buildings, and jobs in cities and neighborhoods across the country. **License/Certification:** American Institute of Certified Planners **Project Experience:** Louisville Downtown Master Plan, Louisville, KY; Louisville Downtown Business Development Strategy, Louisville, KY; 995 Morrison Pre-Development Services, Charleston, SC; Downtown Blacksburg Strategic Plan, Blacksburg, VA; Euclid and Limestone Corridor Strategy, Lexington, KY | **Percent Commitment to Project: 20%**





**Education**  
Washington Univ. in St. Louis,  
Master of Urban Design

## ANU SAMARAJIVA | SENIOR ASSOCIATE, HOUSING & POLICY LEAD

**DEVELOPMENT  
STRATEGIES<sup>®</sup>**

Anu has a background in design, economics, community engagement and teaching, and is passionate about the power of the built environment to engage and sustain communities. She's skilled in using visualizations and storytelling to make complex and interrelated planning and economic ideas clear, create appealing and forward-thinking renderings of future development, and make the case for more connected, sustainable and equitable cities. She loves working with diverse communities and a broad range of collaborators to bring planning and development processes to life. **Project Experience:** City of Greeley Housing Assessment and Subarea Plan, Greeley, CO; Bonanza Area Plan and Feasibility Study, Park City, UT; Downtown Decatur Market Analysis and Strategy, Decatur, GA; Downtown Akron Market Analysis and Strategy Update, Akron, OH | **Percent Commitment to Project: 25%**



**Education**  
University of Louisville,  
Master of Urban Planning

## ELIZABETH FARC | TRANSPORTATION PLANNING LEAD



Elizabeth is a senior transportation planner at WSP and a native of Louisville. She brings a broad transportation and urban planning background from both the public and private sector, with particular experience in complete streets development, transit planning, traffic calming and safety, and GIS mapping. She is passionate about aligning transportation and the built environment to create places where people thrive. **Project Experience:** The District Detroit Parking Assessment and Planning, Olympia Development of Michigan, Detroit, MI; "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, KYTC, Elizabethtown, Jeffersontown, and Morehead, KY; Jefferson County Speed Management Plan, Vision Zero Louisville, KY; District 7 Uncontrolled Pedestrian Crossing Evaluation, KYTC, Various Locations, KY | **Percent Commitment to Project: 15%**



**Education**  
New York University, Master  
of Urban Planning

## DANIEL BAER, AICP | TECHNICAL ADVISOR



Dan has nearly 40 years of experience working on master plans for downtowns of various sizes and complexity. He is an urban planner with transportation planning experience on large assignments for site development, balancing the connection between transportation and land development. Dan excels in conducting alternatives analyses and crafting master plans for major transportation, site, and downtown redevelopment initiatives. He is genuinely excited about the opportunity to contribute to Lexington, a city he frequently visits and holds in high regard. **License/Certification:** American Institute of Certified Planners **Project Experience:** Kay Bailey Hutchison Convention Center and Multi-Modal Master Plan, Dallas, TX; Burnham Yard Redevelopment Project, Denver, CO; Hudson Yards Development Corporation Guidelines, New York City, NY | **Percent Commitment to Project: 15%**



**Education**  
University of Kentucky, MS,  
Civil Engineering

## AUSTIN OBENAUG, PE | TRANSPORTATION PLANNER



Rance is a civil engineering with a background in traffic safety, urban planning, and agribusiness. He is currently finishing his BS in Civil Engineering from the University of Kentucky, expected to graduate in December 2025, and holds a Master's in Agribusiness as well as dual Bachelor's degrees in Economics and Management from the University of Kentucky. At WSP, Rance has supported Highway Safety Improvement Program projects for KYTC and three community redevelopment plans for Elizabethtown, Jeffersontown, and Morehead, Kentucky, through KYTC's new Creating Vibrant Communities technical assistance grant. He is skilled at designing maps and graphics using GIS and Adobe Illustrator, conducting field data collection, and participating in public outreach meetings to shape planning documents. **Project Experience:** KYTC "Creating Vibrant Communities" Land Use and Transportation Technical Assistance Program, Elizabethtown, Jeffersontown, and Morehead, KY; KYTC Highway Safety Improvement Program On-Call Contract, Statewide, KY; S. Mill Street Pedestrian Improvement Plan | **Percent Commitment to Project: 20%**



**Education**  
Univ. of Cincinnati, B.A.,  
Urban Planning & Design

## EDWARD J. HOLMES, AICP | PRESIDENT, COMMUNITY ENGAGEMENT LEAD



Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States. **Project Experience:** Franklin Kentucky Comprehensive Plan, Franklin, KY; Bourbon County Comprehensive Plan, Bourbon County, KY; LFUCG Affordable Housing Study, Lexington/Fayette County, KY; Armstrong Mill Small Area Plan, Lexington/Fayette County, KY; Deer Park Neighborhood Plan, Louisville/Jefferson County, KY; South Park Urban Village Plan, Lexington/Fayette County, KY; Winburn/Russell Cave Neighborhoods Plan, Lexington/Fayette County, KY; East End Small Area Plan; Lexington/Fayette County, KY | **Percent Commitment to Project: 25%**





## RYAN HOLMES | PROJECT MANAGER, COMMUNITY ENGAGEMENT



**Education**  
Univ. of Cincinnati, M.B.A.,  
Master of Community Planning

Ryan has over 13 years of experience in land use public outreach and regulatory planning. Moreover, his 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 the ability to conceptualize and develop innovative solutions to complex problems. **Project Experience:** Franklin Kentucky Comprehensive Plan, Franklin, KY; Elizabethtown Comprehensive Plan, Elizabethtown, KY; Berrytown Neighborhood Plan, Louisville, KY; Airport Master Plan Louisville International Airport (SDF), Louisville, KY; University of Louisville Master Plan, Louisville, KY; Algonquin/Hallmark/Park Duvalle Small Area Plan, Louisville, KY | **Percent Commitment to Project: 20%**

## RICHARD YOUNG | EXECUTIVE DIRECTOR, ENGAGEMENT OVERSIGHT/STRATEGY CivicLex



**Education**  
University of Cincinnati  
Conservatory, Bachelor's of  
Music

Richard lives in Lexington, Kentucky, and has worked on civic health and community development in Kentucky for over a decade. Richard started CivicLex, a nonprofit organization that builds civic knowledge and capacity for residents, stitches together new relationships, and builds more responsive civic institutions. He is also a founding Steering Committee member of the Kentucky Rural-Urban Exchange. **Professional Registrations:** Ashoka Fellow (current); Bertelsmann Foundation Fellow (2024); Trust for Civic Life Advisor (2023) **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky; Imagine Phoenix Park, Lexington, Kentucky | **Percent Commitment to Project: 15%**

## KIT ANDERSON | DEPUTY DIRECTOR, PUBLIC ENGAGEMENT & OUTREACH CivicLex



**Education**  
Macalester College,  
Bachelor's of Science

Kit is the Deputy Director of CivicLex, where she manages operations, contracts, special projects, and programs focused on institutional responsiveness and the public realm. She has managed a variety of public engagement projects, including engagement through On the Table 2022, the Urban Growth Master Plan, and the Kelley's Landing master plan. **Project Experience:** Urban Growth Master Plan, Lexington, Kentucky; Imagine New Circle Road, Lexington, Kentucky; Kelley's Landing Park Master Plan, Lexington, Kentucky; On the Table (public input for Imagine Lexington 2045), Lexington, Kentucky | **Percent Commitment to Project: 20%**

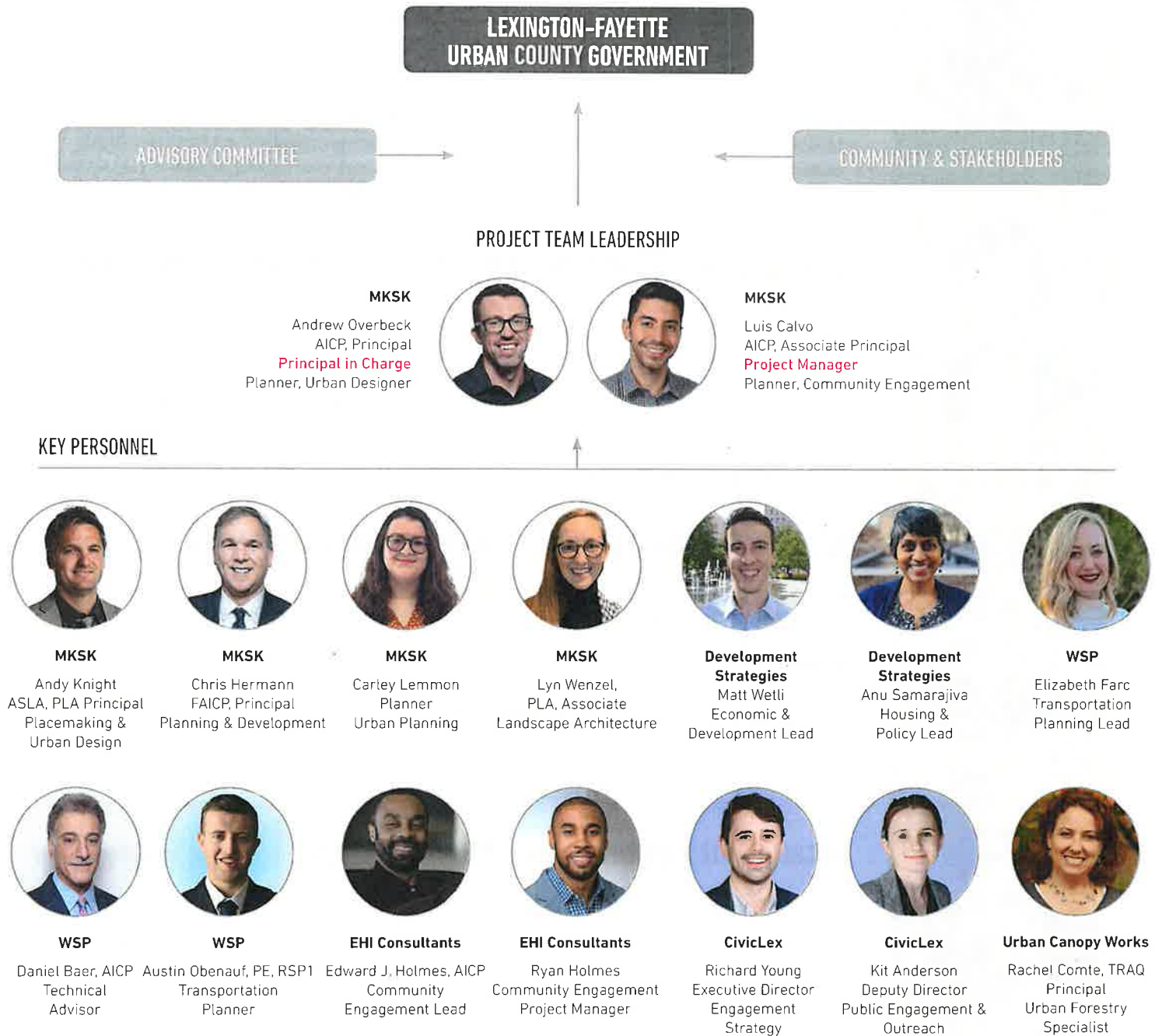
## RACHEL COMTE | PRINCIPAL, URBAN FORESTRY SPECIALIST



**Education**  
Univ. of Cincinnati, Master's  
in Urban Planning  
Cincinnati State, Horticulture  
& Design Certificate  
Indiana University, BA in  
International Business &

Rachel is an Certified Arborist, urban planner, trained facilitator, and communications expert. She is a leading authority on urban forestry master plans based on more than a decade of experience developing plans for cities across the United States. Rachel is passionate about making cities better, healthier places for people to live, and a substantial vibrant tree canopy is an essential part of this work. Rachel founded Urban Canopy Works in 2018, after serving as the lead for urban forest master plans at Davey Resource Group. Between both organizations, she has managed the urban forestry master planning process for Louisville, Kentucky; Asheville, North Carolina; Knoxville, Tennessee; Boston, Massachusetts; Cleveland and Columbus, Ohio; Charlotte, North Carolina; Greenbelt, Maryland; Largo, Florida, among others. **License/ Certification:** ISA Board Certified Master Arborist (TRAQ) **Project Experience:** Louisville Urban Forest Master Plan, Louisville, KY (Ongoing); City of Columbus Urban Forestry Master Plan, Columbus, OH; Boston, MA Urban Forest Plan; Tree Canopy Action Plan Policy Project, Charlotte, NC; City of Tallahassee Urban Forest Master Plan, Tallahassee, FL | **Percent Commitment to Project: 10%**

## PROJECT TEAM ORGANIZATION



Leadership and staff identified within this proposal by MKSK and our consultant partners have the required licensure, experience, expertise, and availability to meet every aspect of the scope of services as described within the specified time frame.

The MKSK team has all the necessary facilities and virtual network to successfully deliver the project. All of our offices run the latest Windows Office 365 Operating Systems which allow for the movement of projects and data between offices as workloads and schedules demand. Our network accommodates large file transfers as well as cloud-based collaboration tools and FTP capabilities if needed on a project-by-project basis. We employ a staff of IT Technicians to facilitate our software and hardware are the most current or compatible with recent versions for expedited technical response.

**RELEVANT PROJECT EXPERIENCE & REFERENCES START ON PAGE 16**



## PROJECT UNDERSTANDING & APPROACH



### PROJECT UNDERSTANDING

**Downtown Lexington is in the midst of a transformation.** With the continued success of City Center and Main Street, the momentum and energy from the Town Branch Commons, and the excitement and anticipation from the upcoming Gatton Park on the Town Branch – the energy and positive trajectory for downtown is palpable. LFUCG continues to make strides in making downtown a more walkable, human-scale, and livable community, further cementing its place as the cultural, economic, and beating heart of the Bluegrass. While in many ways downtown is thriving, this moment in time also heightens some of its greatest challenges. A changing office environment riddled with uncertainty, dwindling housing affordability, rising urban heat island, and development pressure at its edges threatens to soften some of this remarkable momentum in downtown. This Downtown Area Master Plan presents LFUCG a timely opportunity to face these challenges head-on through proactive strategies that involve the community and key stakeholders in the decision-making and setting a vision for the future. The development of this master plan will rally Lexington's key stakeholders to continue focusing on downtown's opportunities for growth, while recognizing and respecting its historic fabric and small-town charm. As home to the campuses of two institutions of higher learning, the University of Kentucky and Transylvania University, and surrounded by mature and vibrant residential neighborhoods, Downtown Lexington's future is well positioned toward strategic infill within the core. This planning process will work with these stakeholders, and the community at large, to reflect on downtown's evolution over the last 10 years, and map out where and how downtown should grow and mature in the next 10 years.

We have purpose-built this team of local, regional, and national experts, and believe it is best suited to work with the Lexington community to develop a refreshed vision for downtown that is faithful to its unique cultural and social qualities. Our team's approach should be considered a thoughtful and informed draft that will need to be confirmed and expanded in collaboration with LFUCG Staff to finalize details, define scope items, and confirm deliverables.

### APPROACH TO COMMUNITY ENGAGEMENT

Community-based planning processes are important forums for community conversation and for building trust. The public engagement tools used in these efforts are essential for discerning the community's vision, but if they are not coupled with responsive planning and good faith implementation, they risk eroding public trust. Toward this end, MKSK approaches community engagement as a process of sustained and inclusive decision-making. The MKSK Team's approach to engagement is designed to ensure that traditionally underrepresented voices in the planning process are heard and that the unique needs, histories, and aspirations of Lexington residents are reflected in the downtown vision. As such, we will employ an inclusive, data-driven, and relationship-focused engagement strategy to build trust, capture lived experiences and generate actionable insights. Based on these principles of sustained and inclusive decision-making, we offer the following outline for the primary groups and range of engagement tools as listed on the following page.

## PROJECT UNDERSTANDING & APPROACH

### Primary Groups

**Project Management Team:** The Project Management Team (PMT) - made up of representatives from LFUCG Staff - will serve as the primary project resource for the consultant team and provide day-to-day direction on progress. Meetings will be conducted virtually on a biweekly basis as needed throughout the planning process.

**Advisory Committee:** The committee will serve as a representative voice of the Lexington community in the development of a vision for downtown. Appointed by LFUCG, the Advisory Committee is a group of individuals representing the full spectrum of interests in Downtown Lexington and the surrounding community. The committee will provide guidance on the plan's progress, catalyst site concept developments, and advise on how to best engage with the broader community. More importantly, members will serve as ambassadors of the project - informing their networks with current and accurate project information and actively advocating for the shared vision that is developed through the planning process.

**General Public:** The public engagement activities identified in this proposal will focus on creative methods to reach the Lexington community. This will involve small group/roundtable meetings, targeted neighborhood engagement, online tools, as well as open, public community meetings. We will work with the PMT and Advisory Committee to identify community members that we must meet with to fully understand issues and explore possibilities. We find that there are certain populations that are comfortable attending community meetings and others whose voices are traditionally under-represented in these forums. In order to reach these under-represented voices, we will work with LFUCG Staff to identify key groups for whom custom approaches will be developed for engagement.

The Engagement Tools included in the Scope of Work are **bolded** below. The MKSK Team has access to a larger engagement toolkit and will enthusiastically discuss how these could be integrated in the planning process upon review by the Project Management Team (PMT).

- **Public workshops and presentations**
- **Focus group roundtable and one-on-one meetings**
- **Dedicated website & social media platforms**
- **Online Engagement Tools (interactive mapping, idea generation, surveys)**
- **Targeted neighborhood stakeholder engagement**
- **Pop-up displays and non-traditional engagement**
- **Street stalls and kiosks at existing events**
- Study area walking/bike tours
- Analog Engagement (paper surveys, yard sign with QR Codes, postcard campaigns, mailers)
- Youth activities
- DIY Meetings-in-a-Box
- Study area storefront displays and office hours



### SCOPE OF SERVICES

#### Task 0 – Project Startup and Coordination

**0.1 Kickoff Meeting:** Hold a Project Kickoff Meeting with LFUCG to finalize a detailed project schedule and process, confirm scope-of-work, establish information sharing protocols, and identify project milestones.

**0.2 Project Management Team Meetings:** Host virtual bi-weekly meetings with a Project Management Team (PMT) for the duration of the project. The PMT, composed of representatives from LFUCG, will serve as the primary project resource for the MKSK Team and provide day-to-day direction.

#### Task 1 – Existing Land Use Plans Assessment and Inventory

The first task of work will highlight relevant existing conditions and define Downtown Lexington's boundary through stakeholder and community guidance, best practices, and data and analysis. We will do so by building up our team's collective understanding of downtown, gathering data related to various components of existing conditions, long-term and recent trends, and other relevant plans or studies being done in the area.

**1.1 Plan Alignment:** Review relevant studies, plans, engagement/survey data, and other relevant information to identify the current planning environment within downtown and its surrounding neighborhoods. This will include a review with the PMT of these plans, identifying recommendations pertinent to downtown, their status, and their relevance to this process.



# PROJECT UNDERSTANDING & APPROACH

**1.2 Define the Downtown Area:** Establish a community-supported boundary for Downtown Lexington that reflects the area's character, built environment, economic vitality, and is supported by national best practices. Using the results of community engagement activities in Task 3, the MKSK team will align community perceptions of downtown with realities on-the-ground in establishing a defensible and accurate downtown boundary.

**1.3 Existing Proposal Review:** Understand the development environment in downtown and in nearby neighborhoods through a review of all projects currently planned, proposed, and under construction. The MKSK team will assess future densities, building heights, and impact resulting from this activity.

**1.4 Identify Activity Nodes/Districts:** Identify distinct downtown districts based on existing or potential nodes of activity that include dining, entertainment, retail, office, hospitality, or housing.

**1.5 Existing Conditions Analysis:** Collect and analyze relevant data and information to understand the current conditions within Downtown Lexington and its surrounding areas. This includes a review and analysis of land use, zoning, infrastructure, housing, transportation, parking, connectivity to adjacent areas, and existing assets/anchors. An existing conditions assessment for infrastructure will be focused on mobility assets, building on the wealth of information created by previous planning efforts for various downtown corridors. The mobility assessment will include an evaluation of pedestrian facilities, a review of bike infrastructure, a safety analysis, and an evaluation of parking, transit, and physical/perceived barriers to accessing downtown.

**1.6 Downtown Area Neighborhoods:** Define general boundaries for downtown area neighborhoods, building on the boundary established for downtown in Task 1.2. Boundaries for neighborhoods will be established by looking at neighborhood-level data in the existing conditions analysis, understanding neighborhood preferences from the engagement process, and aligning these boundaries with the vision and goals for these communities in previous planning efforts and as outlined in this planning process.

**1.7 Land Use and Development Inventory:** Using available data, inventory current land uses and evaluate the impacts of future development proposals on future land use patterns.

## Task 2 – Housing and Market Analysis

A market analysis will be conducted to determine the opportunities and needs that exist, both in terms of present affordability needs and future market rate and affordable demand. It will evaluate current and potential supply typologies (i.e., townhome, condo, apartment, etc.), and compare them to household demographics and consumer preferences within the broader Lexington ecosystem. Particular attention will be paid to the role of downtown as a center of employment and culture, and needs across a broad spectrum of affordability. The market analysis will also identify the potential for key downtown-oriented uses including storefront retail, office, and hospitality. The market analysis will establish a future real estate development program that represents a responsibly aspirational target over the next 10 years.

**2.1 Market Analysis:** Develop a market analysis to include the following key components:

- Context Analysis: Qualitative marketability assessment and quantitative socio-economic and demographic analysis
- Supply Analysis: Real estate metrics including achievable rents, lease rates, and sale prices
- Demand Analysis: Projected demand of future households, customers, visitors, and employers

## Task 3 – Public Engagement

Our engagement approach is rooted in listening and understanding. Engagement is a learning process, and our team is committed to being flexible, building new relationships with the community, and adapting our outreach methods as needed to ensure robust, diverse, and inclusive participation. For each phase of engagement, we propose a multi-pronged approach (which will be refined in the Community Engagement Plan) that offers diverse and plentiful opportunities for public participation and input. We are committed to making community participation meaningful, convenient, and welcoming to all.

**3.1 Community Engagement Plan:** Develop a Community Engagement Plan grounded in local knowledge and aligned with the goals of this process to guide engagement for the entire project. This document will detail specific engagement activities and schedules and ensure public input is integrated into planning decisions.

**3.2 Advisory Committee Meetings:** Convene an Advisory Committee representing LFUCG Departments, Councils, and Commissions and the interests of Lexington's business, entertainment, institutional, civic, and philanthropic community. Meetings will be conducted in-person or virtually four (4) times throughout the planning process, concurrent with the three (3) public engagement activities.

**3.3 Stakeholder Interviews:** Facilitate eight to ten (8-10) stakeholder roundtables to discuss downtown's assets, issues, and opportunities. Stakeholders will be identified by the PMT in collaboration with the MKSK Team, with input by members of the Advisory Committee. Meetings will be conducted in one-hour sessions, with participants grouped by shared interests or themes, such as: Transportation, Community and Elected Officials, Businesses, Property Owners, and Resident Groups.

## PROJECT UNDERSTANDING & APPROACH

**3.4 Targeted Neighborhood Engagement:** Ensure that the unique needs, histories, and aspirations of Lexington's neighborhoods are reflected in the downtown vision through a targeted neighborhood engagement strategy built on the following:

- **Neighborhood Mapping & Relationship Building:** Develop a stakeholder database, collaborate with trusted community members already active in the neighborhoods, and customize engagement strategies for each neighborhood's unique characteristics or concerns.
- **Equity-Centered Engagement Tools:** Ensure accessibility by translating materials to key languages spoken in Lexington, tap into active online neighborhood groups, and develop engagement strategies tailored to younger and older residents.
- **Community Feedback Integration:** Use mobile polling tools to capture real-time data, provide constant updates through newsletters, town halls, and digital dashboards, and establish Community Advisory Groups to serve as continuous touchpoints throughout the process.
- **Deliverables:** Summarize key insights, develop an engagement dashboard displaying real-time participation and engagement findings, and craft tangible strategies to address neighborhood-specific issues in the downtown plan.

**3.5 Community Meetings:** Host three (3) community meetings throughout this process to engage a broader group of interested citizens and provide the opportunity for them to interact with members of the planning team, PMT, and other stakeholders. Critical to our foundational understanding of what Lexington residents desire and expect of their downtown, these meetings will be welcoming, interactive, and create a meaningful exchange of ideas.

**3.6 Online Engagement:** Broaden accessibility, transparency, and education through online resources and engagement, including a project website, social media promotion, digital surveys, and virtual information. Create a project website with engagement opportunities, regular updates, multilingual capability, and project background. Use online survey(s) as an opportunity to gather quantitative (multiple choice) and qualitative (open ended) data, with accessible, actionable questions.

**3.7 Non-traditional and Creative Engagement:** Take advantage of unique assets of the project team and Downtown Lexington by facilitating additional opportunities for public and stakeholder engagement, including with smaller-scale, flexible tactics to fill any gaps that surface in public engagement. Consider engaging with major downtown events (Pride, Comic Con, UK Basketball Games), local events (Farmer's Market, Dirt Bowl, StreetFest), local businesses, community organizations, and parks. There are also many opportunities to incorporate creative engagement strategies in core activities, with art-based activities, competitions, and interactive materials.

### Task 4 – Plan Development and Recommendations

This task will focus on exploring opportunities for Downtown Lexington, starting with establishing a community-supported vision for the next 20 years of downtown growth. This vision, expanded on through an accompanying set of project goals, will touch on every aspect of what makes downtown the heart of its surrounding region. The vision for downtown will set a framework for recommendations around downtown's housing and market ecosystem, placemaking strategies, transportation and mobility improvements, and tree canopy enhancements. This vision will be grounded in reality through a feasible implementation strategy that outlines expected partners, potential timeframes, and needed policy changes.

**4.1 Downtown Vision and Goals:** Develop a vision for Downtown Lexington that aligns community sentiments from the engagement process with the findings from the existing conditions and market analysis. This downtown vision will address the definition of a Downtown Lexington boundary. The vision will be supported by more specific project goals addressing land use, catalyst sites, transportation, urban design, sustainability, market, and development.

**4.2 Implementation Recommendations for Vision:** Craft an implementation framework recommending specific and tangible actions for realizing the vision in the concept plan. The framework will consider LFUCG's capacity to implement this vision, determine roles, identify partnership opportunities, and recommend implementation timeframes.

**4.3 Recommended Revisions to Zoning Ordinance:** Recommend future zoning, overlay, regulatory revisions, ordinance updates, and regulatory improvements needed to support the vision for downtown established through this process.

**4.4 Housing and Market Analysis Implementation Strategy:** Provide recommendations to deliver the right types of development products in compatible districts, to align brand, identity and experience in ways that will lead to economically thriving places. Recommendations will include competitive positioning, affordability, land use, catalytic sites, mixed-use compatibility, districts, building typologies, value-adding public realm enhancements, and strategic use of funding tools.

**4.5 Site Recommendations for Catalytic Sites:** Prepare design concepts and strategies for the redevelopment of the selected catalyst sites faithful to the community-supported vision for downtown and grounded in reality by the results of the market and housing analysis and strategy. Initially, the physical planning and design concepts will likely have several alternatives for review, analysis, and discussion addressing objectives in the areas of desired land uses, adaptive-reuse, density, mobility recommendations, activation of identified activity hubs, and potential housing typologies. Preferred concepts will be developed for each site, and may include a conceptual site plan, massing diagrams, and photorealistic renderings.



## PROJECT UNDERSTANDING & APPROACH

**4.6 Short and Long Term Creative Placemaking Strategies:** Discern the stories that the Lexington community wants to tell the outside world through placemaking strategies for downtown's built environment. Placemaking strategies will identify potential locations and public space activation, outline a cohesive district identity (or theme) for downtown, and craft conceptual plans for creative streetscape, public art, or infrastructure improvements.

**4.7 Mobility Recommendations:** Develop improvement concepts that promote walkable, active streets, with a focus on safety and pedestrian and bicycle circulation in and around downtown. Along with this, safety will be a key consideration. Recommendations will include immediate, low-cost actions as well as longer-term projects and will be illustrated with conceptual renderings and supported by planning level cost estimates.

**4.8 Downtown Street Grid and Key Connections:** Consider how major connector roads, like Broadway, Limestone, Manchester, and Richmond, provide access to downtown and how proposed improvements to pedestrian and bicycle facilities can be extended into nearby areas.

**4.9 Temporary and Interim Transportation Strategies:** Draft quick, low-cost, temporary mobility strategies that allow LFUCG, stakeholders, and the public to experience the benefits of a proposed solution without a large upfront cost. These may include painted curb extensions, temporary parklets, and pop-up bikes lanes.

**4.10 Parking Analysis:** Conduct a high-level evaluation of current parking demands and identify opportunities to enhance parking efficiency, focusing on parking needs identified from stakeholder and community input. The parking assessment may focus on special event parking, residential parking, and/or short-term business parking, depending on priorities that arise during plan development. The parking analysis will seek to balance the perception of parking (whether too much or too little) with anticipated demand to prioritize the best and highest use of space in downtown.

**4.11 Tree Canopy Cover Strategies:** Develop recommendations to enhance and maximize downtown's urban tree canopy. This will include a review of tree canopy data, an interview with Lexington's urban forester and relevant city staff, and a meeting with the Lexington Tree Board to understand existing challenges, priority needs, and opportunities for tree canopy downtown.

### Task 5 – Draft Report

MKSK knows the power of a final deliverable in capturing a vision, celebrating it, and using that vision as a beacon during implementation. This task will include the development of final deliverables for Downtown Lexington that are graphically rich, understandable, and implementation focused.

**5.1 Draft Plan Document:** Compile and summarize the plan's process, findings, and final recommendations in a visually compelling summary document and presentation. The plan report will showcase illustrative graphics, renderings, and supporting documentation and will be augmented with a plan appendix to include the full market analysis and any other supplemental information. The document will follow an outline based on the tasks included in this scope of work, as shown below:

- Executive Summary
- Assessment of Existing Plans and Conditions
- Housing and Market Analysis
- Plan Development Process
- Updated Concept Plan and Study
- Implementation Strategy and Performance Matrix
- Appendix

### Task 6 – Deliverables

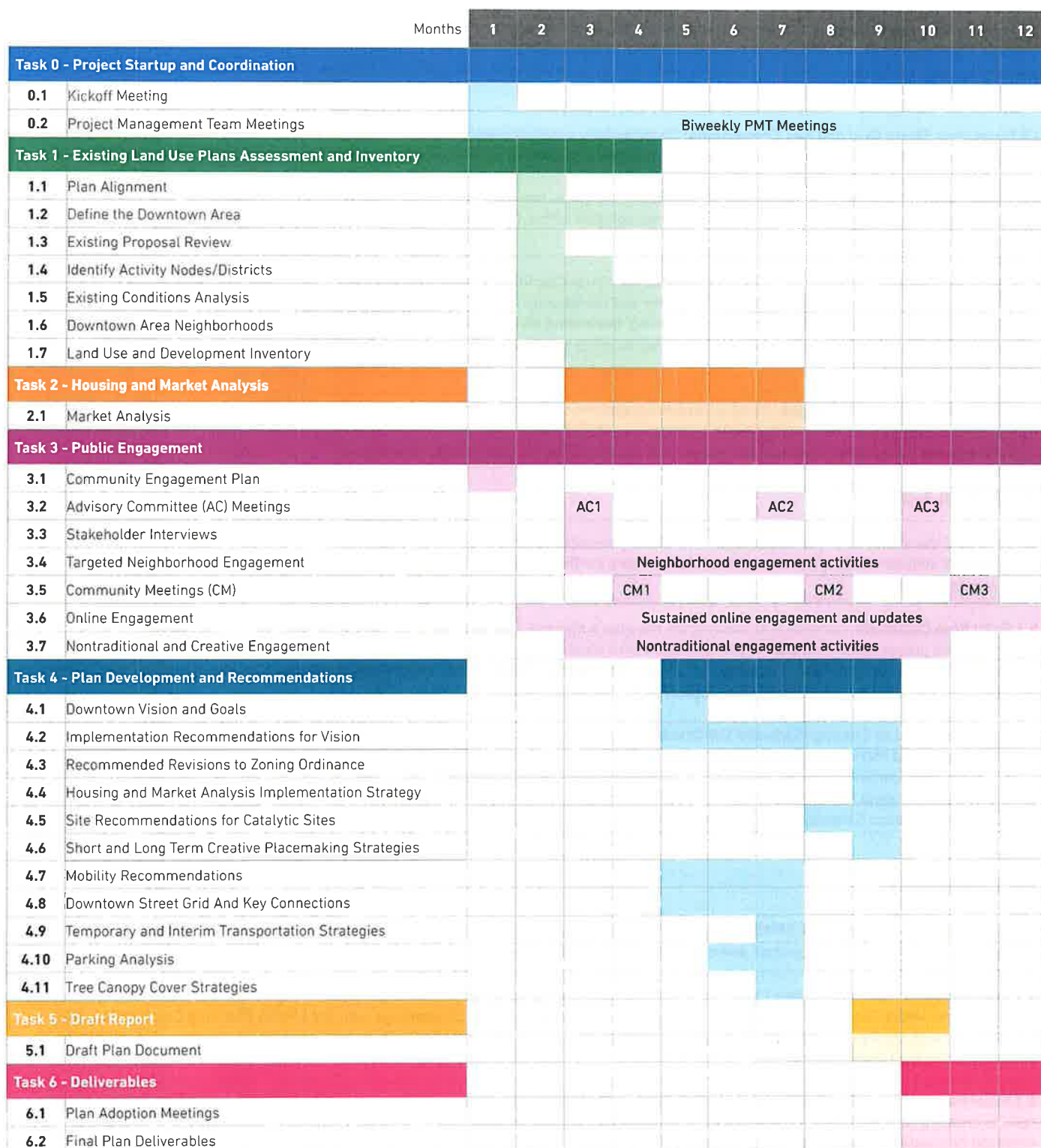
The MKSK Team will support the LFUCG through an adoption process, by providing visual displays summarizing the plan's major components and graphics, presenting to key groups and commissions, and assisting in the sharing of the plan's vision.

**6.1 Plan Adoption Meetings:** Support the PMT through an adoption process by presenting the plan's key components at meetings required by LFUCG. The MKSK Team will be available for total of six presentations: two (2) meetings with the LFUCG Planning Commission, two (2) meetings with the Project Advisory Committee, one (1) public hearing for the LFUCG Planning Commission, and one (1) final report presentation to the Urban Council.

**6.2 Final Plan Deliverables:** Refine the draft plan document crafted in Task 5 per feedback resulting from the adoption meetings in this task, to create a final Lexington Downtown Area Master Plan. The MKSK Team will provide a PDF of the Final Report and Appendices, and all collected or created datasets, including GIS shapefiles.

## SCHEDULE

Our approach to the Lexington Downtown Area Master Plan will be guided by analysis and engagement at each step along the way and take place through six (6) task phases, detailed in the chart below. This timeline is intended as an informed draft based on our team's understanding of the task deliverables as outlined in the RFP, and will need to be confirmed by LFUCG staff to finalize details and coordinate milestones.









## GAINESVILLE DOWNTOWN STRATEGIC PLAN GAINESVILLE, FL

MKSK

DEVELOPMENTSTRATEGIES

## Considering the past, present, and future of Downtown Gainesville and its surrounding neighborhoods to strategically outline opportunities for the next 10 years.

Through two years of close collaboration with the Gainesville community, MKSK and Development Strategies developed a Strategic Plan for Downtown Gainesville that aligns with and complements current plans and initiatives, builds on existing assets, connects with and uplifts adjacent neighborhoods, supports new residential and business opportunities, and focuses on specific steps for implementation. This community-based plan does more than set forth a collective vision for the future growth and revitalization of Downtown Gainesville. It also sets up a practical framework for implementation that leverages ongoing partnerships with stakeholders and the nearby University of Florida.

Following the plan's unanimous adoption by City Commission in October 2022, City leadership immediately focused on enabling the first steps toward implementation. These steps included a two-day implementation retreat, led by MKSK, with City leaders, community leaders, and open public participation. Through site tours with local residents and business owners, interviews with downtown stakeholders from peer communities, and detailed discussion regarding downtown place management, capital project funding approaches and supporting policy and legislation, the City and project partners are poised to make substantive progress towards the community's vision for Downtown Gainesville. MKSK is currently supporting the City's efforts toward establishing a Business Improvement District (BID) for downtown, a key implementation action in the plan.

**Awards:**

2024 ASLA Florida Award of Honor  
2023 International Downtown Association Award (IDA) of Excellence

**Reference:**

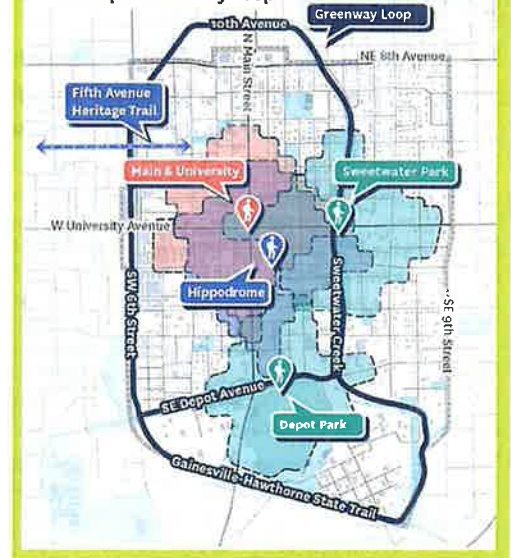
City of Gainesville  
Sarit Sela, AIA, AICP, LEED AP  
352.393.8649  
selas@cityofgainesville.org

VIEW THE GAINESVILLE STRATEGIC PLAN



<https://www.gainesvillefl.gov/files/assets/gainville/2/sustainable-development/StrategicPlan/StrategicPlan-Approved2022.pdf>

## ► Develop a Greenway Loop



## PUBLIC ENGAGEMENT MEETINGS



## IMPLEMENTATION: STAKEHOLDER WORKSHOP



## IMPLEMENTATION: SITE TOURS



## DECATUR TOWN CENTER PLAN 2.0 DECATUR, GA

MKSK

DEVELOPMENTSTRATEGIES

## Supporting community growth and infill while retaining small town charm.

A vibrant in-town city just outside Atlanta, Decatur, Georgia is renowned in the region as a shining example of a growing, diverse, and walkable community. With more than 3,500 downtown residents and a MARTA rail station connecting the city with Metro Atlanta, Downtown Decatur has experienced incredible growth and infill within the last five years. As the first comprehensive look at Downtown Decatur in more than 40 years, the Decatur Town Center 2.0 Plan was an opportunity to evaluate how past planning efforts have been implemented, to take stock of the current state of downtown, and to create a new vision that carries downtown forward.

MKSK, together with Development Strategies, developed a strategic framework for the continued success of downtown. Through multiple forms of in-person, nontraditional, and online engagement, more than 1,000 Decatur voices were involved in the Town Center 2.0 Plan. The plan's concepts and recommendations are organized through seven Goal statements that guided the creation of 23 Objectives and 34 Action Items. These Action Items help move downtown forward and achieve the promise of the vision created by the community through this planning process. This Vision for Downtown concludes with the re-imagining of three Opportunity Sites as mixed use and mixed income development, one of which is already slated for redevelopment with uses similar to those articulated in the plan. Since the plan's unanimous adoption, the City has funded the redesign for Decatur Square envisioned in the plan, and welcomed the announcement of a new hotel nearby.

**Award:**

2024 IDA Award of Excellence

**Reference:**

City of Decatur, Georgia  
Angela Threadgill, Planning &  
Economic Development Director  
404.371.8386  
angela.threadgill@decaturga.com

VIEW THE DECATUR TOWN CENTER PLAN 2.0



<https://www.decaturga.gov/files/assets/decatur/2024/DecaturTownCenterPlan2.0.pdf>

## Site 1: Concept 2



## Site 3: Concept



## COMMUNITY ENGAGEMENT &amp; OUTREACH





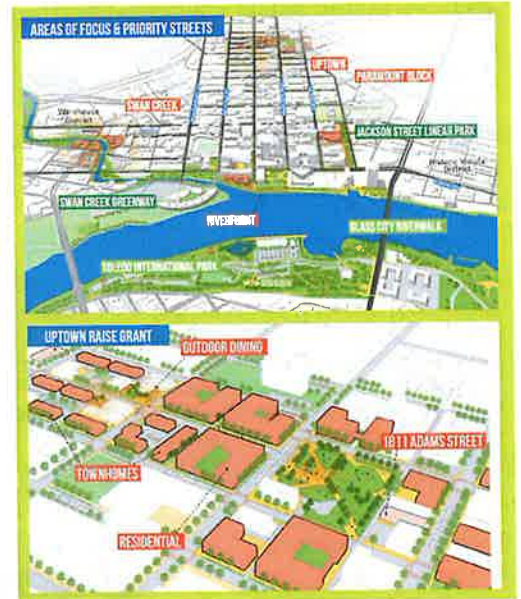
## DOWNTOWN TOLEDO MASTER PLAN TOLEDO, OH

**MKSK**

DEVELOPMENT STRATEGIES

### Toledo's downtown resurgence continues with an updated Master Plan and investments in streets, mobility, and infrastructure.

MKSK's work with ConneCToledo, the City of Toledo, Lucas County, and Metroparks has resulted in the implementation of all 12 of the Downtown Plan's priority action items. The results since 2017 benefit all Toledoans: \$244 million of completed catalytic projects, from the new ProMedica corporate headquarters to Promenade Park, to the residential conversion of downtown office towers and warehouse buildings for both market rate and workforce housing. Investment in the riverfront is nearly complete. More than \$425 million of additional catalytic projects are currently implemented or underway, including the \$200 million Glass City and International Park Metroparks that fulfill the community's vision of a restored riverfront park system on both sides of the Maumee River. An \$80 million renovation to the Glass City Convention and Event Center and attached hotel is currently underway that will boost downtown's hospitality market. Downtown mobility improvements have also been made, with a new transit center, completion of the Jefferson Avenue Cycletrack, and the pedestrian-focused streetscape improvements complete on Summit Street. As a result of this planning effort and additional planning work by MKSK in downtown's Uptown neighborhood, Toledo was awarded a 2023 RAISE Grant of \$20 million. Through this grant, Uptown will see significant investment in area streets, streetscapes, placemaking, and alternative transportation infrastructure. MKSK is currently working with Metroparks to design improvements to International Park to ensure east-side neighbors have equitable access to the downtown riverfront.



#### Reference:

ConneCToledo  
Paul Toth, President  
419.249.5494  
ptoth@connectoledo.org

[VIEW THE DOWNTOWN TOLEDO MASTER PLAN](https://www.connectoledo.org/media/1331/25-12-25-toledo-downtown-plan-update-final.pdf)

<https://www.connectoledo.org/media/1331/25-12-25-toledo-downtown-plan-update-final.pdf>



## DOWNTOWN VISION & NEIGHBORHOOD PLANS AKRON, OH

**MKSK**

DEVELOPMENT STRATEGIES

### Leveraging downtown growth to uplift nearby neighborhoods.

MKSK led a multidisciplinary team to create a vision for Downtown Akron that serves to guide public and private investment for downtown and central city area. The market-based plan fosters a rich diversity of downtown places and spaces that will attract and support people who live, work and play in Downtown Akron. With a focus on Main Street, the Downtown Akron Partnership and the City of Akron have been working since 2017 to implement public realm, streetscape, residential, retail and redevelopment projects. More than 500 residential units have been added in downtown through rehab projects at the Bowery Blocks, Canal Place and 159 Main Street.

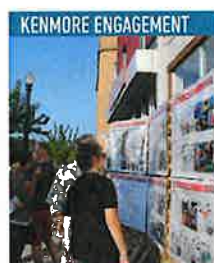
Investments in public spaces have also been completed, with public art at Northside Green and the \$10 million renovation of Lock 3. All of these projects are linked together by the \$27 million investment in the Main Street Promenade that added a cycletrack, transit improvements, and new landscaping to create a comfortable, walkable, tree-lined corridor. Planning and design work has continued to guide additional investment in downtown through an MKSK-led Transit Oriented Development Feasibility Study and Main Street Catalyst Site Capacity Studies to determine market supported uses and required investment in transit infrastructure and public realm improvements. MKSK has also led plans for each of the neighborhoods adjacent to Downtown Akron to ensure that community investments uplift existing residents and connect them to the opportunities, jobs and activities that exist downtown. MKSK is finishing a plan update now that refreshes market data, studies equitable outcomes, and creates new focus area plans for downtown.



#### Reference:

Downtown Akron Partnership  
Kimberly Beckett, President & CEO  
330.374.7676  
kbeckett@downtownakron.com

[VIEW THE DOWNTOWN VISION + REDEVELOPMENT PLAN. VIEW THE NEIGHBORHOOD PLANS: MIDDLEBURY, KENMORE, UNIVERSITY PARK, WEST AKRON](#)





## IMAGINE NICHOLASVILLE ROAD LEXINGTON, KY

MKSK **wsp**

### Crafting a joint transportation and land use vision for one of Lexington's key corridors.

MKSK and WSP engaged the Lexington community to create a vision for Nicholasville Road, a major arterial that connects Downtown Lexington with neighboring Jessamine County. The study focuses on creating a joint transportation and land use vision for the corridor that pairs Bus Rapid Transit (BRT) with Transit Oriented Development (TOD). The study reached a wide demographic of the Lexington community through a vigorous engagement process. This included two public meetings, and an online survey with more than 5,000 responses.

The final plan re-imagines Nicholasville Road as a premium transit corridor and includes concepts for three catalyst sites. The sites, which include an aging retail shopping center, a traditional suburban mall, and a research farm owned by the University of Kentucky, were selected using a methodology involving objective criteria and input from the community. The concepts illustrate how TOD can occur on Nicholasville Road as commercial properties redevelop, and how this can help address Lexington's housing needs. The study's proposed transportation improvements create a vision for how to create a more pedestrian and transit-oriented street, with the goal of improving and increasing public transit use to move people more efficiently along this important regional corridor. Recommendations from this study will be used to guide future development efforts and decision-making for Nicholasville Road. The study will also be used to prioritize transportation investments and coordinate them with redevelopment as it occurs over time.



#### Reference:

Lexington-Fayette Urban County  
Government  
Kenzie Gleason, Administrative  
Officer, Planning  
859.258.3605  
kgleason@lexingtonky.gov

VIEW IMAGINE NICHOLASVILLE ROAD PLAN

<http://www.imaginelexington.com/>



## BUTCHERTOWN, PHOENIX HILL & NULU NEIGHBORHOOD PLAN LOUISVILLE, KY

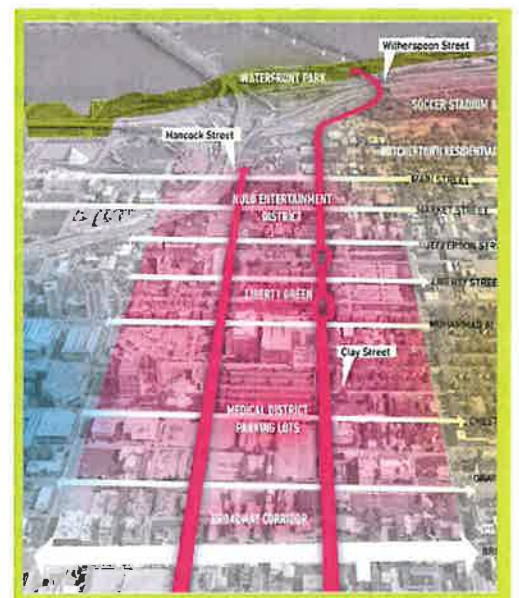
MKSK **wsp**

### A guiding document for future growth for three of Louisville's most vibrant and walkable downtown neighborhoods.

The Butchertown, Phoenix Hill, and NuLu Neighborhood Plan looked at three communities to create a guiding document for future growth. Just east of downtown, the 6.3-square-mile study area includes some of the most vibrant and unique communities in Louisville. The engagement process involved one public meeting, neighborhood canvassing with plan ambassadors, a website and online survey, and participation in various Neighborhood Advisory Group Meetings. This planning effort allowed residents to proactively address mobility, affordability, and historic preservation concerns.

The primary goal of this plan is to anticipate growth and develop an approach where new developments benefit residents across all socioeconomic groups. The Plan identified potential development sites along key corridors and recommends zoning and form district updates to encourage walkable and compact developments, establishes a connectivity framework based on converting one-way pairs into two-way complete streets, and sets a vision for the Beargrass Creek Greenway that includes open space and new development facing the creek.

The study ran in tandem with an additional data-driven connectivity analysis conducted by WSP that studied multi-modal connections to new and recent attractions.



#### Reference:

Louisville Metro Public Works  
James Maynard, PE  
502.574.6789  
james.maynard@louisvilleky.gov

VIEW THE BPN NEIGHBORHOOD PLAN

<http://www.bpnneighborhoodplan.com/>



## COST PROPOSAL

This fee proposal is based on our current understanding of the issues and expectations outlined in the request for proposals. We have prepared our budget to correspond with the key segments of the project approach as requested in the RFP, and including other primary components of our proposal. We are prepared to refine and adjust the scope of services and schedule meet your exact needs. If selected, we recommend a detailed scoping meeting to make any necessary adjustments and modify the fee allocations accordingly.

| Task                                                      | Task Total       |
|-----------------------------------------------------------|------------------|
| Task 0 – Project Startup and Coordination                 | \$17,000         |
| Task 1 – Existing Land Use Plans Assessment and Inventory | \$45,875         |
| Task 2 – Housing and Market Analysis                      | \$55,000         |
| Task 3 – Public Engagement                                | \$133,500        |
| Task 4 – Plan Development and Recommendations             | \$155,200        |
| Task 5 - Draft Report                                     | \$62,000         |
| Task 6 - Deliverables                                     | \$26,500         |
| <b>Total Fee</b>                                          | <b>\$495,075</b> |

| Hourly Rates                                           | Hourly Rate |
|--------------------------------------------------------|-------------|
| <b>MKSK</b>                                            |             |
| Andrew Overbeck, Andy Knight, Chris Hermann, Principal | \$300       |
| Luis Calvo, Associate Principal                        | \$250       |
| Lyn Wenzel, Associate                                  | \$200       |
| Carley Lemon, Urban Planner III                        | \$175       |
| Urban Planner II, Landscape Architect II               | \$160       |
| Urban Planner I, Landscape Architect I                 | \$140       |
| Administration/Intern                                  | \$95        |
| <b>Development Strategies</b>                          |             |
| Matt Wetli, Principal                                  | \$275       |
| Anu Samarajiva, Senior Associate                       | \$200       |
| <b>WSP</b>                                             |             |
| Elizabeth Farc, Senior Consultant                      | \$175       |
| Daniel Baer, Senior Vice President                     | \$412       |
| Austin Obenauf, Lead Consultant                        | \$208       |
| Consultant                                             | \$144       |
| <b>EHI Consultants</b>                                 |             |
| Ed Holmes, Principal                                   | \$200       |
| Ryan Holmes, Project Manager                           | \$185       |
| <b>CivicLex</b>                                        |             |
| Richard Young, Executive Director                      | \$135       |
| Kit Anderson, Deputy Director                          | \$100       |
| Project Specialist, Communications Specialist          | \$75        |
| <b>Urban Canopy Works</b>                              |             |
| Rachel Comte, Principal                                | \$175       |



# APPENDIX: REQUIRED FORMS



Butchertown, Phoenix Hill, NuLu Neighborhood Plan, Louisville, KY\_MKSK + WSP

**AFFIDAVIT**

Comes the Affiant, Andrew Overbeck / MKSK, Inc., and after being first duly sworn, states under penalty of perjury as follows:

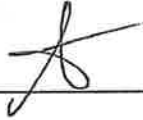
1. His/her name is Andrew Overbeck and he/she is the individual submitting the proposal or is the authorized representative of MKSK, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban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

**Continued on next page**



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

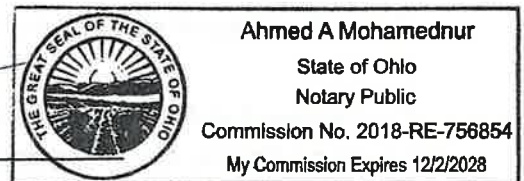
Further, Affiant sayeth naught.

  
STATE OF Ohio  
COUNTY OF Franklin

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Andrew Overbak on this the 13<sup>th</sup> day  
of March, 2025

My Commission expires: 12-02-2025

  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

\*\*\*\*\*

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

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Bidders

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

  
\_\_\_\_\_  
Signature

MKSK, Inc.

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

## AFFIRMATIVE ACTION PLAN / DIVERSITY PRACTICES



We are committed to solving the pressing issues in our cities and communities. We do this by focusing on the interaction between people and place. We build on local strengths to create stronger communities and healthier environments.

At MKSK, we celebrate the diversity of the lived experiences and perspectives of each and every person while planning and designing inclusive communities and spaces that emphasize our shared humanity. The work we do at MKSK is strengthened when a diversity of people and perspectives are equitably included and able to come together to shape place, improve lives, and share the story.

MKSK is an equal opportunity employer that is committed to diversity, equity, and inclusion in the workplace. We prohibit discrimination of any kind based on race, ethnicity, religion, national origin, sex, gender identity, sexual orientation, age, disability, physical ability, veteran status, genetic information, pregnancy, or any other protected characteristic as provided by federal, state, or local laws. MKSK is dedicated to unbiased recruiting, hiring, career-development opportunities, healthcare, and employment practices, policies, and procedures. We recognize that all of us will gain in the end, as employers and employees and partners, minorities and majorities, when each of us becomes committed to this goal.

Our efforts extend far beyond program compliance through meeting a specific percentage of contract dollars. When we begin the process of developing a project team, we do an initial evaluation of the technical needs of the project, assess our internal staff availability and experience, and list opportunities where meaningful and measurable services can be provided by other team members, particularly minority-owned, women-owned or small business firms. Whenever possible, we will breakdown project scopes into smaller units to achieve greater participation.

The Team's commitment to utilize diverse businesses is ongoing. We actively strive to identify and outreach to local diverse A/E's and consultants to develop working relationships. We have developed strategic approaches and methodologies for achieving each client's desired diverse business goals. MKSK supports these programs primarily by working with locally based A/E and subject matter specialists firms as consultants on our projects. As part of these relationships, we negotiate for professional services and often provide mentoring to grow the capabilities of their staff. Our business objective is to develop project teams that provide value to the project, client and community. Helping to mentor and grow these local, small, and disadvantaged businesses directly reinforces that objective.

Honoring our commitment to diversity, equity, and inclusion, MKSK has committed to the Landscape Architecture Foundation's (LAF) campaign to support mentorship and scholarship programs for BIPOC students of Landscape Architecture, with an investment of \$10,000 per year over the next five years.



## WORKFORCE ANALYSIS FORM

Name of Organization: MKSK, INC

| Categories          | Total | White<br>(Not Hispanic<br>or Latino) |    | Hispanic<br>or Latino |   | Black or<br>African-<br>American<br>(Not Hispanic<br>or Latino) |   | Native<br>Hawaiian<br>and Other<br>Pacific<br>Islander<br>(Not Hispanic<br>or Latino) |   | Asian (Not<br>Hispanic<br>or Latino) |    | American<br>Indian or<br>Alaskan<br>Native<br>(not Hispanic<br>or Latino) |   | Two or<br>more<br>races<br>(Not<br>Hispanic<br>or Latino) |   | Total |   |
|---------------------|-------|--------------------------------------|----|-----------------------|---|-----------------------------------------------------------------|---|---------------------------------------------------------------------------------------|---|--------------------------------------|----|---------------------------------------------------------------------------|---|-----------------------------------------------------------|---|-------|---|
|                     |       | M                                    | F  | M                     | F | M                                                               | F | M                                                                                     | F | M                                    | F  | M                                                                         | F | M                                                         | F | M     | F |
| Administrators      | 23    | 1                                    | 9  | 4                     |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Professionals       | 55    | 29                                   | 19 | 1                     | 1 |                                                                 |   |                                                                                       |   | 1                                    | 4  |                                                                           |   |                                                           |   |       |   |
| Superintendents     |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Supervisors         |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Foremen             |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Technicians         | 39    | 10                                   | 15 | 2                     |   |                                                                 | 1 |                                                                                       |   | 1                                    | 10 |                                                                           |   |                                                           |   |       |   |
| Protective Service  |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Para-Professionals  |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Office/Clerical     | 14    | 1                                    | 11 |                       |   | 1                                                               |   |                                                                                       |   |                                      | 1  |                                                                           |   |                                                           |   |       |   |
| Skilled Craft       |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| Service/Maintenance |       |                                      |    |                       |   |                                                                 |   |                                                                                       |   |                                      |    |                                                                           |   |                                                           |   |       |   |
| <b>Total:</b>       | 131   | 59                                   | 49 | 3                     | 1 | 1                                                               | 1 |                                                                                       |   | 2                                    | 15 |                                                                           |   |                                                           |   |       |   |

Prepared by: Ahmed Mohamednur, Controller Date: 02 / 24 / 2025

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: MKSK, Inc.

Complete Address: 607 West Main Street Louisville, KY 40202  
Street City Zip

Contact Name: Andrew Overbeck Title: Principal

Telephone Number: 614.621.2796 Fax Number: \_\_\_\_\_

Email address: aoverbeck@mkskstudios.com



# LEXINGTON

## LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 4-2025

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 the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWBE Company,<br>Name, Address,<br>Phone, Email                                                                            | DBE/MBE<br>WBE/VOSB/SDVOSB | Work to be<br>Performed | Total<br>Dollar<br>Value of the<br>Work | % Value of<br>Total<br>Contract |
|----------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------|-----------------------------------------|---------------------------------|
| 1. EHI Consultants<br>Edward Holmes<br>333 W. Vine St.<br>Lexington, KY 40507<br>859.425.4881<br>holmes@ehiconsultants.com | DBE, MBE                   | Community<br>Engagement | \$40,075                                | 8%                              |
| 2.                                                                                                                         |                            |                         |                                         |                                 |
| 3.                                                                                                                         |                            |                         |                                         |                                 |
| 4.                                                                                                                         |                            |                         |                                         |                                 |

The undersigned company representative submits the above list of MDWBE and veteran 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.

MKSK, Inc.

Company

3/13/25

Date

Company Representative

PRINCIPAL

Title



Outlook

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**FW: Lexington Downtown Plan**

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**From** Andy Knight <aknight@mkskstudios.com>  
**Date** Thu 3/6/2025 4:49 PM  
**To** Devon Mayhugh <dmayhugh@mkskstudios.com>

Andrew Knight PLA, ASLA  
Principal

**MKSK**

COLUMBUS | ATLANTA | CHICAGO | CINCINNATI | CLEVELAND | GREENVILLE | INDIANAPOLIS | LAFAYETTE |  
LOUISVILLE | ORLANDO | WASHINGTON D.C.

cell 859.559.7337

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**From:** Ed Holmes <holmes@ehiconsultants.com>  
**Sent:** Tuesday, November 19, 2024 11:05 AM  
**To:** Andy Knight <aknight@mkskstudios.com>  
**Cc:** Andrew J. Overbeck <aoverbeck@mkskstudios.com>  
**Subject:** RE: Lexington Downtown Plan

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Good morning Andy,

We are looking forward to teaming with you on the downtown master plan. I am available to meet on the 26<sup>th</sup>. Let me know the time and location. Thanks,

**Edward J. Holmes, AICP**  
President

**EHI Consultants**  
333 W. Vine Street  
Suite 300  
Lexington, Kentucky 40507  
ph. 859.425.4881  
fax. 859.254.8639  
cell. 859.321.5643

[holmes@ehiconsultants.com](mailto:holmes@ehiconsultants.com)  
[www.ehiconsultants.com](http://www.ehiconsultants.com)



**From:** Andy Knight <[aknight@mkskstudios.com](mailto:aknight@mkskstudios.com)>  
**Sent:** Tuesday, November 19, 2024 11:03 AM  
**To:** Ed Holmes <[holmes@ehiconsultants.com](mailto:holmes@ehiconsultants.com)>  
**Cc:** Andrew J. Overbeck <[aoverbeck@mkskstudios.com](mailto:aoverbeck@mkskstudios.com)>  
**Subject:** Lexington Downtown Plan

Good morning Ed. Although the Downtown Lexington MP RFP hasn't hit the streets, I'd like to confirm with you that you are interested in joining the MKSK team. If so, we are planning to meet with WSP on the 26<sup>th</sup> at noon to discuss current state of affairs and strategies for our proposal response. You are more than welcome to join us. I'm sure our team would greatly benefit from your insight.

Happy to chat prior to the 26<sup>th</sup> as well if you'd like.  
Andy

Andrew Knight PLA, ASLA  
Principal

**MKSK**

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LOUISVILLE | ORLANDO | WASHINGTON D.C.

cell 859.559.7337



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**FW: Lexington Downtown Plan - MKSK Teaming**

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**From** Jane Jordan <jjordan@mkskstudios.com>

**Date** Thu 3/6/2025 1:07 PM

**To** Devon Mayhugh <dmayhugh@mkskstudios.com>

Jane Jordan  
Principal, Chief Business Development Officer

**MKSK**

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ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

**office** 614 621 2796

**cell** 513 313 4348

**web** [mkskstudios.com](http://mkskstudios.com)

[dialogue](#) | [linkedin](#) | [facebook](#) | [instagram](#) | [issuu](#)

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**From:** Jane Jordan

**Sent:** Monday, February 24, 2025 9:11 AM

**To:** Rachel Comte <rachel@urbancanopyworks.com>

**Subject:** RE: Lexington Downtown Plan - MKSK Teaming

Hi Rachel,

Great news!

I'll check our schedule and send you an invitation for tomorrow afternoon or Wednesday.

Jane Jordan  
Principal, Chief Business Development Officer

**MKSK**

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**From:** Rachel Comte <[rachel@urbancanopyworks.com](mailto:rachel@urbancanopyworks.com)>

**Sent:** Monday, February 24, 2025 9:06 AM

**To:** Jane Jordan <[jjordan@mkskstudios.com](mailto:jjordan@mkskstudios.com)>

**Subject:** Re: Lexington Downtown Plan - MKSK Teaming

**EXTERNAL EMAIL** - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Jane - Thanks for reaching out. I'm definitely up to discussing a collaboration for the Task 4 piece you mentioned. We are a SBA certified WOSB (100% woman owned). Our KY application is in the works (a matter of finding time). But the SBA thing usually is enough. Let me know if you want to scheduled a conversation. I'm open tomorrow afternoon or anytime on Wednesday. Thanks - Rachel

On Fri, Feb 21, 2025 at 3:28 PM Jane Jordan <[jjordan@mkskstudios.com](mailto:jjordan@mkskstudios.com)> wrote:

Hi Rachel,

I am excited to get back to you with an opportunity to collaborate.

MKSK is pursuing the attached Lexington, KY Downtown Plan as the prime. Would you be interested in discussing joining our team for the following scope element:

Task 4. Strategies for integrating trees and maximizing canopy cover within the downtown area to enhance environmental sustainability, provide shade, and improve urban aesthetics

Please can you also confirm that you are registered as a KY WBE.

Thank you!

Jane Jordan  
Principal, Chief Business Development Officer

**MKSK**

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| ROCHESTER | LOUISVILLE | ORLANDO | WASHINGTON

office 614 621 2796

cell 513 313 4348

web [mkskstudios.com](http://mkskstudios.com)

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**Rachel Comte** | Principal; Urban Planner; Arborist  
Urban Canopy Works, LLC  
[www.urbancanopyworks.com](http://www.urbancanopyworks.com)  
ISA Board Certified Master Arborist® & TRAQ OH-6296B  
859.638.2044



Outlook

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**LFUCG Certified List**

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**From** Sherita Miller <smiller@lexingtonky.gov>**Date** Thu 3/6/2025 3:25 PM**To** dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com> 1 attachment (110 KB)

LFUCG Certified List\_February 2025\_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hi Devon,

Per our telephone conversation, attached is a copy of LFUCG's certified list of minority, women, and veteran owned businesses. This is an overall list of businesses with various specialties.

Thanks, Sherita

**Sherita Miller, MPA, CPSD**  
*Minority Business Enterprise Liaison*  
Division of Procurement

859.258.3323 office  
[lexingtonky.gov](http://lexingtonky.gov)

**LEXINGTON**

1775 – 2025





Outlook

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**LFUCG Certified List**

---

**From** Sherita Miller <smiller@lexingtonky.gov>**Date** Thu 3/6/2025 3:25 PM**To** dmayhugh@mkskstudios.com <dmayhugh@mkskstudios.com>

1 attachment (110 KB)

LFUCG Certified List\_February 2025\_.xlsx;

This is the first time you received an email from this sender (smiller@lexingtonky.gov). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

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Thanks, Sherita

**Sherita Miller, MPA, CPSD***Minority Business Enterprise Liaison*

Division of Procurement

859.258.3323 office

[lexingtonky.gov](http://lexingtonky.gov)**LEXINGTON**

1775 – 2025

## ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

|                       |                                  |                        |                      |
|-----------------------|----------------------------------|------------------------|----------------------|
| <b>Proposer Name:</b> | <u>MKSK, Inc.</u>                | <b>Date:</b>           | <u>March 6, 2025</u> |
| <b>Project Name:</b>  | <u>Downtown Area Master Plan</u> | <b>Project Number:</b> | <u>#4-2025</u>       |
| <b>Contact Name:</b>  | <u>Andrew Overbeck</u>           | <b>Telephone:</b>      | <u>614.621.2796</u>  |
| <b>Email:</b>         | <u>aoverbeck@mkskstudios.com</u> |                        |                      |

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

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

**Is the Bidder/ Proposer a certified firm?** Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

**1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.**

Click or tap here to enter text.  EHI Consultants, CDTA, Kolar Design, All Together, Added Dimension

**2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?**

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal.  Click or tap here to enter text. 

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

**Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.**

**3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:**

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☒ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☒ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☒ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☒ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☒ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

**4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.**

 Click or tap here to enter text.  See attached documentation following this form

**For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.**

**Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.**

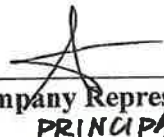
**Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.**

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

Text here  
MKSK, Inc.

Company  
3/13/25

Date

  
Company Representative  
PRINCIPAL  
Title

4870-1925-6809, v. 1



### GENERAL PROVISIONS

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

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

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

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

#### A. Termination for Cause

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

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

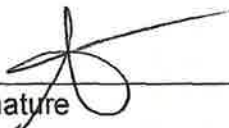
#### B. At Will Termination

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

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

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

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

  
\_\_\_\_\_  
Signature

3/13/25

\_\_\_\_\_  
Date

## RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

### INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

### FINANCIAL RESPONSIBILITY



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