

## CONSULTANT SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of December 1, 2021, 2021 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRESHAM SMITH (**CONSULTANT**). **OWNER** intends to proceed with the Northeast New Circle Road Corridor Plan in Lexington, Kentucky as described in the attached Request for Proposal document. The services are to include professional planning and urban design services for the city as contemplated in the **OWNER**'s Request for Proposal No. 33-2021. The services are hereinafter referred to as the Project.

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

**CONSULTANT** was selected by **OWNER** based upon its response to the Request for Proposal No. 33-2021.

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

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

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

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 33-2021 (Exhibit "A"); Consultant's Response dated October 4, 2021 (Exhibit "B"); and Amended Scope of Work to Consultant Response (Exhibit "C").

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. 33-2021 (Exhibit "A").

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

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

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

The General Condition provisions of RFP No. 33-2021 are incorporated herein by reference as if fully stated.

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

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

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

### **OWNER shall:**

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

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

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

- 4.1. Time is of the essence. **CONSULTANT** shall commence services no later than January 31, 2022 and shall complete the "Amended Scope of Work" on or before June 30, 2023. See Exhibit "B" and "C" (attached) for the project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

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

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

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

**OWNER** shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding \$250,000. The **CONSULTANT** will provide services outlined in the Exhibit A.

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

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

Tasks 1 through 2	20%
Tasks 3 through 6	40%
Tasks 7 through 9	60%
Tasks 10 through 12 & draft report	80%
Delivery of final draft, final presentations & data sets	100%

**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 seven (7) days written notice to the **CONSULTANT**.

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

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

## **6.3. Legal Responsibilities and Legal Relations.**

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

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

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

## **6.4. Successors and Assigns.**

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

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

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

#### **6.5. Disputes.**

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

#### **6.6. Accuracy of CONSULTANT'S Work.**

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

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

#### **6.7. Security Clause.**

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

#### **6.8. Access to Records.**

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

## **6.9. Required Risk Management Provisions.**

The Risk Management Provisions of RFP No. 33-2021 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

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

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

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

## **SECTION 8 - SPECIAL PROVISIONS**

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

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



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

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

Signature: Linda Gorton  
LINDA GORTON, MAYOR



Date: 12/13/2021

**ATTEST:**

Abigail Allan  
ABIGAIL ALLAN, COUNCIL CLERK

**CONSULTANT (GRESHAM SMITH):**

Signature: [Handwritten Signature]

Printed Name: Louis Johnson

Position: Project Executive

Date: December 1, 2021

COMMONWEALTH OF KENTUCKY  
COUNTY OF (JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Louis Johnson as Project Executive for and on behalf of Gresham Smith, on this the 1st day of December, 2021.

My commission expires: March 24, 2024

Christine A. Hunningbake  
NOTARY PUBLIC, STATE AT LARGE, KY  
ID: KYNP2422



# Lexington-Fayette Urban County Government

## Request for Proposals

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #33-2021 Northeast New Circle Road Corridor 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 **October 4, 2021**. All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

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

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

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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

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

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

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

### **Contention Process**

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

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

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

**SELECTION CRITERIA:**

1. Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. 40 points
2. Familiarity with the details of the project and proposed approaches for providing required services. 30 points
3. The professionalism of the written proposal. 20 points
4. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. 10 points

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

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

## Affirmative Action Plan

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

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

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

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

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

**AFFIDAVIT**

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

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

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

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

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

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

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

**Continued on next page**



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

Further, Affiant sayeth naught.

\_\_\_\_\_

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

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

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

by \_\_\_\_\_ on this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_.

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

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

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

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

### The Law

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

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

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

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

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

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

*(Name and Title)*

*Revised 2015-Dec-15*

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

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

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

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

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

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

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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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



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

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

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

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

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

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

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

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

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

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Signature

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Date

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**INDEMNIFICATION AND HOLD HARMLESS PROVISION**

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

**FINANCIAL RESPONSIBILITY**

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

**INSURANCE REQUIREMENTS**

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. 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 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. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

### Safety and Loss Control

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

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

Consulant 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**

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

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## **Northeast New Circle Road Corridor Plan**

### **Scope of Services**

#### **PROJECT PURPOSE**

The City of Lexington's Division of Planning, in partnership with the Lexington Area Metropolitan Planning Organization (MPO), is seeking proposals from qualified professional planning and urban design firms to complete a coordinated corridor land use plan and transportation study for Northeast New Circle Road (KY-4) from Newtown Pike (KY 922) to Richmond Road (US 25 / US 421). The primary purpose of the study is to identify how incremental redevelopment, urban design, and land use planning along the corridor can be both responsive to market forces, while also being inclusive to the needs of the surrounding community. The plan will also address how mobility, transportation, and safety can be improved for all travel modes. The final product will include street cross-sections, a prioritized list of transportation improvements, design guidelines, and a regulatory framework for plan implementation.

#### **CONSULTANT RESPONSIBILITIES**

Consulting firms or teams should be led by a planning/design firm and must also include qualified engineering support. They must also be pre-qualified with the Kentucky Transportation Cabinet. Proven success engaging marginalized and other hard-to-reach audiences during public outreach efforts is also desirable as well as experience in conducting market analyses. The selected consultant will:

- Identify opportunities to add mixed land uses to serve the surrounding neighborhoods and increase residential housing along the corridor, including more affordable housing, based on market analyses.
- Identify potential impacts and solutions for improving multi-modal mobility along the corridor.
- Facilitate substantial and meaningful public and stakeholder engagement with business owners along the corridor, including small and minority-owned and operated businesses, as well as the surrounding neighborhoods, both of which have often been marginalized and underrepresented.
- Develop an implementation plan for transportation improvements, land use recommendations, and site and corridor design guidelines.

#### **BACKGROUND**

In order to preserve the community's finite and scarce land resources, Lexington's Comprehensive Plan outlines a strategy for managing the community's population and economic growth by increasing the intensity of land utilization along principal corridors.

The 2018 Comprehensive Plan Theme D, Placemaking Policy #12 calls for corridor land use and transportation studies to guide how commercial properties along major corridors redevelop over time. This includes engaging the public who live, work, shop, and travel along these corridors to discuss what issues, concerns, and opportunities they view as important as these changes occur.

Through corridor densification and by providing more diverse uses, Northeast New Circle Road can achieve community goals for more residential housing and commercial development that better meets the needs of residents in adjacent neighborhoods. Recognizing that redevelopment will be incremental,

a plan is needed to address the transportation impacts that will occur over time from increased density, and to determine what multimodal improvements will be needed to serve existing and future travel demand to maintain the corridor's functionality for moving people, goods, and services throughout Lexington.

As a follow-up to Lexington's selection of US-27 (Nicholasville Road) as a prototype for developing coordinated transportation and land use corridor plans, the Northeast New Circle Road Corridor has a different set of challenges and opportunities. The area has not experienced large-scale investments over the past several decades compared to some of Lexington's other major corridors. It does not have the significant number of large employment generators that Nicholasville Road does, but experiences similar daily congestion from both regional commuting and commercial activity. The study area is the only portion of New Circle Road that is not a limited-access highway. It is signalized and has land uses facing and directly accessing the roadway. Transportation challenges include high traffic volumes (35,000 to 44,000 ADT) and congestion at peak hours. There are 16 signalized intersections, frequent commercial driveway access, various traffic control measures, and one grade-separated single point urban interchange (SPUI) that differs in character from other intersections along the corridor. There is also an overall lack of transit, pedestrian, and bicycle infrastructure.

The majority of the corridor is zoned for business uses. The dominant uses include strip retail commercial, light industrial, surface parking lots and car dealerships. These land uses and site designs create a barrier between residential neighborhoods located just off the corridor and do not include the full variety of uses desired by local residents. The ever changing landscape in office and retail trends presents an opportunity for redevelopment and guiding how incremental changes to these properties, places, spaces and rights-of-way can better achieve community goals. Since land uses along the corridor include a mix of large and small parcels, a one-size-fits all approach to infill and redevelopment, design standards or guidelines is inappropriate.

While Imagine Nicholasville Road focused on redevelopment of the corridor to encourage future bus rapid transit (BRT), the improvements to the Northeast New Circle corridor will likely focus on better traffic flow, enhanced transit service, and integrating a separated and safe bicycle and pedestrian network that connects neighborhoods. The long-term vision may allow for enhanced transit service along the corridor and supportive transit-oriented development at major transit nodes that intersect with other major transit corridors.

The Central Sector (2009), and Winburn and Russell Cave Neighborhoods (2015) Small Area Plans outlined numerous potential improvements along the corridor, which were supported by the community. Proposed improvements include redevelopment of underutilized land; visual and physical integration into the surrounding neighborhoods; access management; interconnectivity between adjacent parcels; improved architectural standards for businesses along the corridor; and creation of more attractive gateways into surrounding neighborhoods.

#### **PROJECT GOALS / OUTCOMES**

- Increase the density and mix of land uses along the corridor, particularly commercial and affordable residential housing, in order to accommodate the needs of the surrounding community.
- Improve traffic management along the corridor.

- Encourage future redevelopment that is more dense, mixed in use, transit and pedestrian-oriented in design.
- Improve safety and connectivity for all modes of transportation.
- Utilize a multi-pronged approach to achieve meaningful engagement with stakeholders and the local community.
- Develop a cohesive sense of place along the corridor.

## TASKS / PRODUCTS

### 1) Existing conditions review/report:

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

### 2) Market analysis:

Conduct a high-level market analysis of the viability and capacity for redevelopment along the corridor, including a survey of properties directly fronting on New Circle Road. Identify what the Lexington market may support, particularly given recent changes in commercial, professional office, industrial, and residential housing demand. The consultant should articulate how the findings of the market analysis may impact the remaining study tasks. A preliminary focus area for the market analysis is outlined in yellow on the study area map.

### 3) Public & stakeholder engagement:

Conduct stakeholder engagement with commercial and industrial landholders and business operators along the corridor to identify barriers and opportunities for improvement to their property and along the roadway. Conduct stakeholder meetings with roadway owners/operators and transit operators. Conduct a series of public outreach events to inform and involve the surrounding residential communities to determine what they would like to see along the corridor (using the [Public Engagement Toolkit](#)). Update and engage the LFUCG Planning Commission, LFUCG Urban County Council, and Lexington Area MPO throughout the process.

### 4) Redevelopment and land use scenarios:

Identify redevelopment opportunities and land use scenarios. Recommendations should include desired densities, floor area ratios and appropriate land use mix within the study area.

### 5) Conceptual plans for catalyst sites:

Develop conceptual plans and renderings for at least 3-5 catalytic sites of varying types, with the final selection to be made by the client.

### 6) Corridor design standards:

Prepare corridor-based design standards, particularly for commercial and office uses, car sales lots, and vehicle use areas. Some aspects of these design standards should be unique to the corridor, while others may be portable and applicable to other corridors across the city, similar in nature to the [Multi-Family Design Standards](#).

**7) Neighborhood transitions & connectivity:**

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

**8) Identify transportation impacts and potential solutions:**

Identify how the various redevelopment scenarios will impact trip generation and travel patterns along the corridor and any mitigating factors that may reduce overall vehicle miles traveled (VMT) including mixed use development, improved connectivity, multimodal and transit-oriented design (TOD). A primary goal is to identify innovative solutions to improve multimodal safety, access management, travel times and reliability, to increase transit ridership, and encourage the use of non-motorized transportation modes. Recommendations should acknowledge a long-term vision for enhanced transit service and more walkable, transit-oriented design.

**9) Develop a prioritized list of transportation improvements:**

Identify needed public infrastructure improvements along the corridor and recommend phasing. Include planning level cost estimates for the design and construction of projects. Identify locations where right of way and utility relocation may be necessary. Identify the location of privately funded improvements that are needed at the time of redevelopment.

**10) Street cross-sections:**

Identify preferred building setbacks and right of way limits such that all proposed transportation improvements can be accomplished either at the time of development or at a later date. Sample roadway cross-sections should be identified along with a clear demarcation where such cross-sections change significantly.

**11) Develop a regulatory framework for plan implementation:**

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

- Orientation of buildings to road network, desired setbacks and building heights
- Design specifics for accessibility for bike/ped/mass transit
- Parking solutions

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

**KEY STAKEHOLDERS**

- Property owners & business operators along the corridor.
- Neighborhoods and residents adjacent to the corridor.
- Roadway owners & operators including the Kentucky Transportation Cabinet, Lextran, LFUCG Traffic Engineering, and LFUCG Engineering.
- Councilmembers in the study area: Council Districts 1, 5, 6, and 7.
- Transportation and land use policy makers including the LFUCG Planning Commission, Lexington Area MPO, Lextran Board of Directors, and Urban County Council.
- Commuters and the traveling public including motorists, transit users, pedestrians, and bicyclists.

## **PROJECT LIMITS**

The project limits include the non-limited access portions of KY-4 / Northeast New Circle Road from Richmond Road (US 25 / US 421) to Newtown Pike (KY 922): a distance of approximately 5.5 miles. The study area for the market analysis is outlined in yellow on the project map. The limits of recommended transportation improvements extend along the corridor and up to a half mile off the corridor where connectivity to adjacent neighborhoods is needed.

## **TIMELINE**

Notice to proceed anticipated in October/November 2021 with a desired project timeline not to exceed one year.

## **PROJECT OVERSIGHT**

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

## **PROJECT FUNDING**

The project is 80% funded with federal Surface Transportation Block Grant funding dedicated to the Lexington MPO Area (STBG-SLX) and 20% non-federal match provided by the Lexington-Fayette Urban County Government.

## **RELEVANT PLANS/STUDIES**

City of Lexington Comprehensive Plan (2018):

<https://www.lexingtonky.gov/imaginelexington>

Development/Growth Scenarios Explored by the Division of Planning for Comprehensive Plan

<http://lexareampo.org/wp-content/uploads/2019/06/6.29.17-Planning-Commission-Goals-and-Objectives-Work-Session-Packet.pdf>

Lexington Area MPO FY 2021-2024 Transportation Improvement Program (TIP)

<https://lexareampo.org/wp-content/uploads/2021/06/Lex-Area-MPO-FY-2021-2024-TIP-mod-5.pdf>

Lexington Area MPO 2045 Metropolitan Transportation Plan (2019):

<https://lexareampo.org/studiesplans/2045-metropolitan-transportation-plan/>

Lexington Area MPO Regional Bicycle & Pedestrian Master Plan (2018):

<https://lexareampo.org/studiesplans/connectlex/>

Winburn / Russell Cave Small Area Plan (2015)

[https://drive.google.com/open?id=1kpp4LURg\\_N4g1zMLg8IPMXCBcSNQhoSh](https://drive.google.com/open?id=1kpp4LURg_N4g1zMLg8IPMXCBcSNQhoSh)

Central Sector Small Area Plan (2009)

<https://drive.google.com/file/d/1NNpIWiy1-LF8YdSjuza-RTYNVKgN5gWI/view>

**Multifamily Design Standards**

[https://issuu.com/lexingtonky1/docs/appendix\\_a\\_multi-family\\_design\\_standards](https://issuu.com/lexingtonky1/docs/appendix_a_multi-family_design_standards)

**Imagine Nicholasville Road**

<https://imaginenicholasvilleroad.com/>

**Public Engagement Toolkit**

<https://www.imaginelexington.com/PET>

**DELIVERABLES**

- A final digital report that details the findings and outcomes of each of the tasks set forth in the scope of work - PDF file and InDesign file (if used).
- Data sets collected or created during the performance of the study including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this study.
- Two presentations each to the MPO Transportation Policy Committee, MPO Transportation Technical Coordinating Committee, the Lexington-Fayette County Planning Commission, and the Lextran Board of Directors during their regularly scheduled meetings. One final presentation to the Lexington Fayette Urban County Council. One public hearing presentation to the LFUCG Planning Commission.
- An executed public outreach plan and any public display materials or presentations in relation to the project.

**SCHEDULE & PAYMENT**

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

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

Tasks 1 through 2	20%
Tasks 3 through 6	40%
Tasks 7 through 9	60%
Tasks 10 through 12 & draft report	80%
Delivery of final draft, final presentations & data sets	100%

**SUBMITTAL REQUIREMENTS**

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

- 1) Brief history of the consulting firm or firms on your team.



- 2) The names and resumes of the people who will be assigned to the project and the percentage of their time that will be committed to this project.
- 3) Why your team is best suited to develop the Northeast New Circle Road Corridor Land Use Plan & Transportation Study. What unique ideas or experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
- 5) Outline of the consulting team's project approach, project milestones, and a timeline for completing the project.

## SELECTION CRITERIA

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

- 1) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **30 points**
- 3) The professionalism of the written proposal. **20 points**
- 4) The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**



**LEXINGTON**

**RFP-33-2021 Addendum 1**

**Gresham Smith**

**Supplier Response**

**Event Information**

Number: RFP-33-2021 Addendum 1  
Title: Northeast New Circle Road Corridor Plan  
Type: Request For Proposal  
Issue Date: 9/13/2021  
Deadline: 10/4/2021 02:00 PM (ET)

**Contact Information**

Contact: Sondra Stone  
Address: Central Purchasing  
Government Center Building  
Room 338  
200 East Main Street  
Lexington, KY 40507  
Phone: (859) 2583320  
Fax: (859) 2583322  
Email: [sstone@lexingtonky.gov](mailto:sstone@lexingtonky.gov)

## Gresham Smith Information

Contact: Louis Johnson  
Address: 333 West Vine Street  
Lexington, KY 40507  
Phone: (502) 627-8900  
Email: louis.johnson@greshamsmith.com  
Web Address: <http://greshamsmith.com>

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Sarah E Johnson

*Signature*

Submitted at 10/4/2021 12:56:59 PM

[sarahbeth.johnson@greshamsmith.com](mailto:sarahbeth.johnson@greshamsmith.com)

*Email*

## Response Attachments

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### **33-2021\_GreshamSmithResponse.pdf**

Gresham Smith Proposal Response

### **33-2021\_GreshamSmithForms.pdf**

Gresham Smith Forms

MAYOR LINDA GORTON



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #33-2021

Date: September 22, 2021

Subject: Northeast New Circle Road Corridor Plan

Address inquiries to:  
Sondra Stone  
sstone@lexingtonky.gov

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

See attached New Circle Road Study Area Map.

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

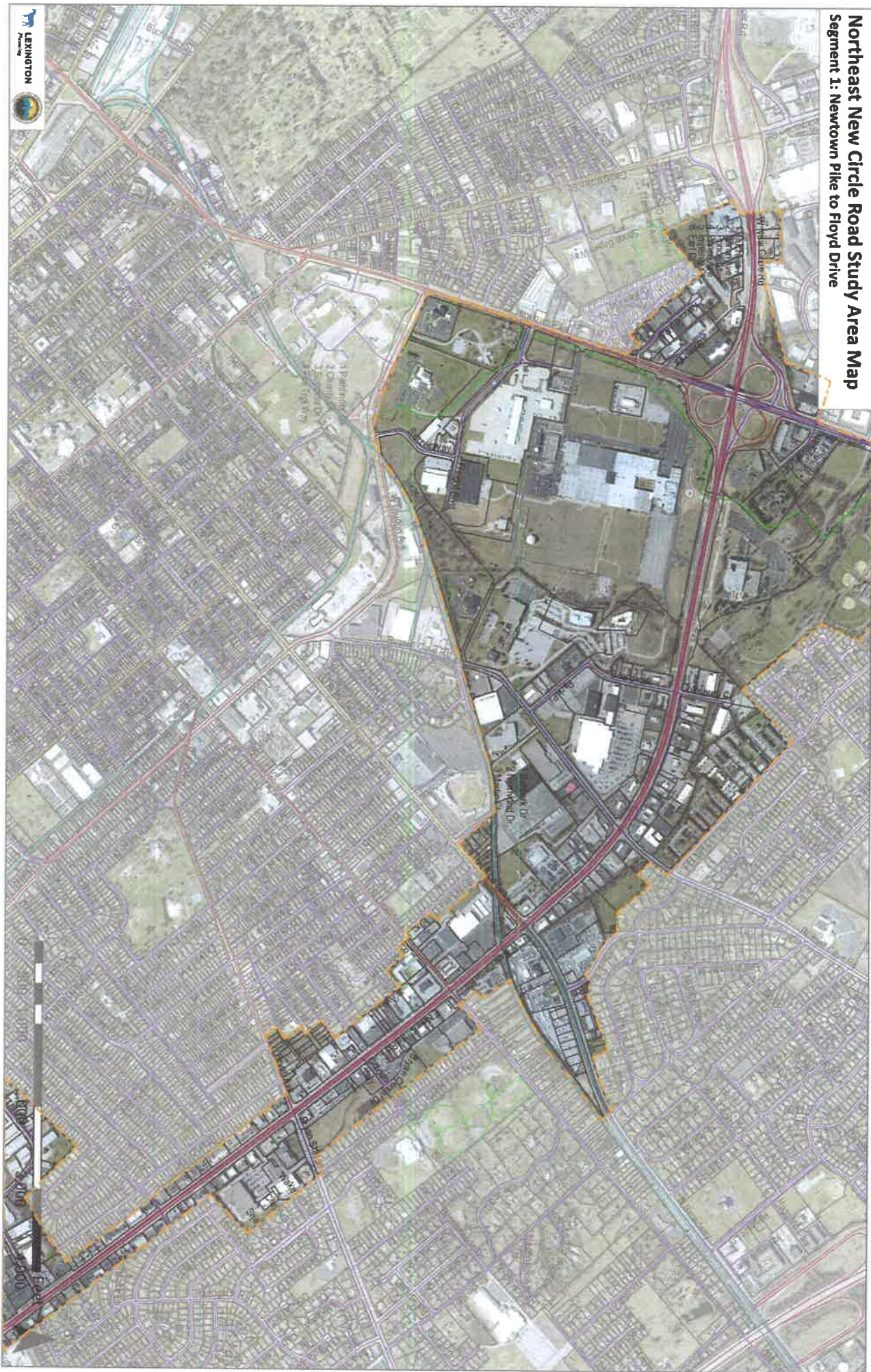
COMPANY NAME: Gresham Smith

ADDRESS: 333 West Vine Street, Suite 1650 Lexington, KY 40507

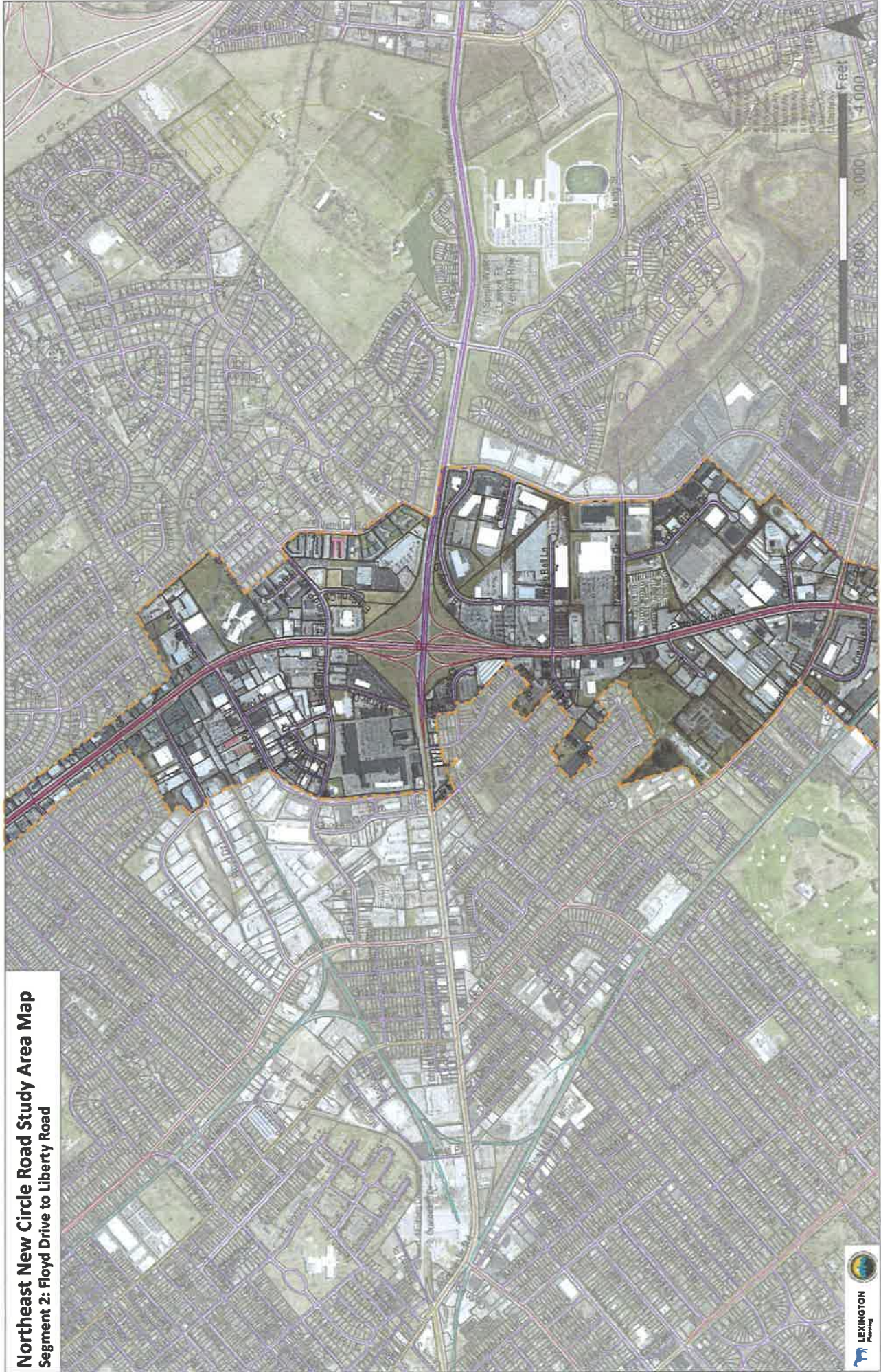
SIGNATURE OF BIDDER: Jessica K. Lucyshyn Jessica Lucyshyn



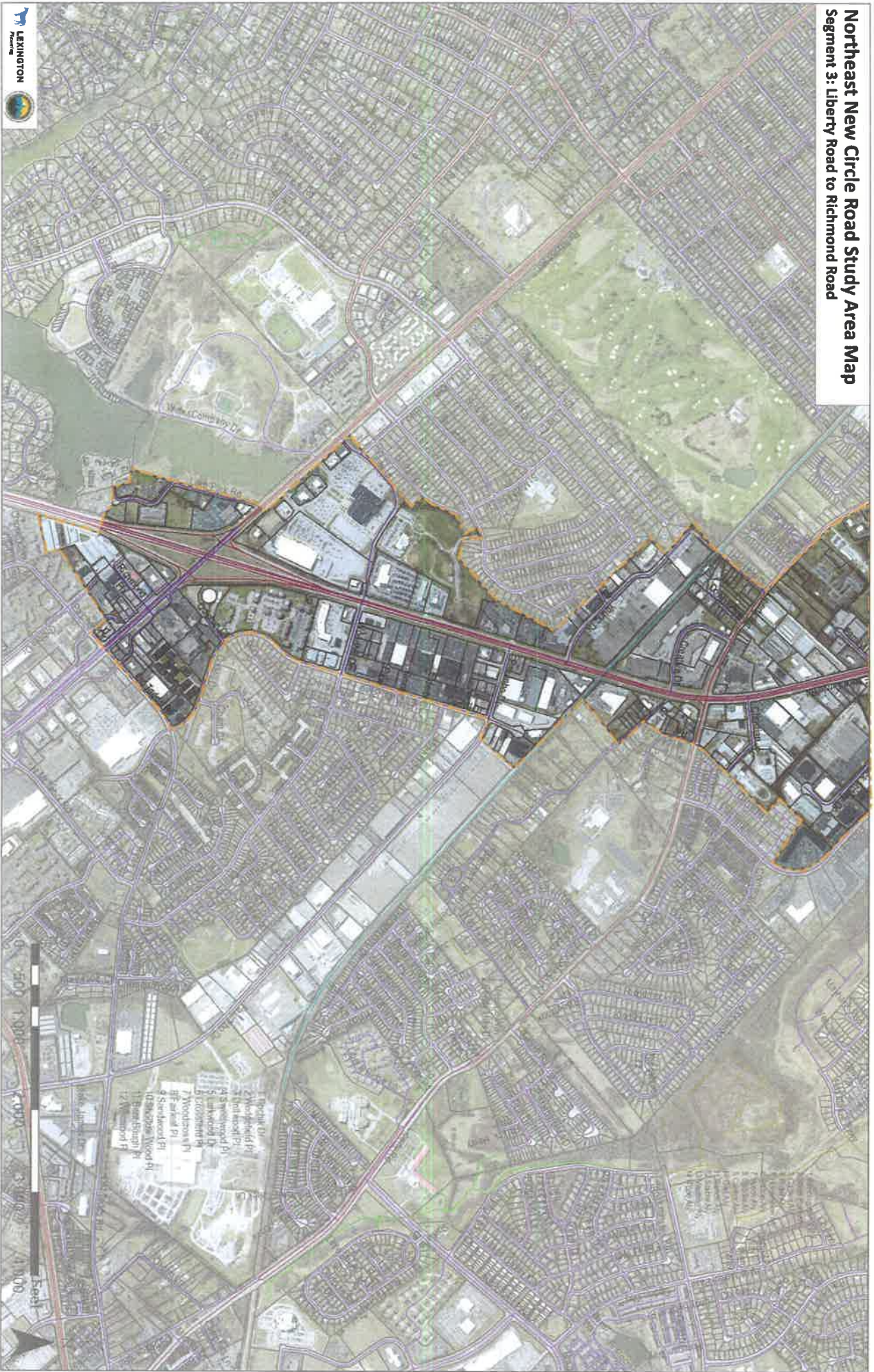
**Northeast New Circle Road Study Area Map**  
**Segment 1: Newtown Pike to Floyd Drive**



**Northeast New Circle Road Study Area Map**  
**Segment 2: Floyd Drive to Liberty Road**



**Northeast New Circle Road Study Area Map**  
**Segment 3: Liberty Road to Richmond Road**



Scale  
0 500 1000 1500 2000 Feet

- 1. Theville Dr
- 2. Woodford Pl
- 3. Woodford Pl
- 4. Woodford Pl
- 5. Woodford Pl
- 6. Woodford Pl
- 7. Woodford Pl
- 8. Woodford Pl
- 9. Woodford Pl
- 10. Woodford Pl
- 11. Woodford Pl
- 12. Woodford Pl

## Affirmative Action Plan

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

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

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

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

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





August 2021

Gresham Smith has developed an Affirmative Action Program to ensure workers who have traditionally been discriminated against in the job market - minorities, women, persons with disabilities, and Vietnam era and special disabled veterans, are provided equal employment opportunity.

As part of the program, Gresham Smith engages in outreach and other efforts to broaden the pool of qualified candidates to include groups previously excluded. Our selection decisions — to hire, promote, or separate employment — are made on a nondiscriminatory basis.

In addition, we have contracted with a Diversity, Equity and Inclusion consultant to assist us in evaluating all of our firm's processes relating to hiring, promotions, compensation and separations to ensure we have an independent analysis that identifies any disparities among identified groups so we can take appropriate action to correct.

Employee pay equity analysis is completed during our annual compensation planning process. Position offers to internal and external candidates also receive a pay equity analysis that considers many factors such as qualifications, experience, skills, etc. with gender and minority comparator demographics as a consideration.

Internally, our firm reviews minority and female candidate availability based on US Census data and compares those demographics to our internal staff as a way to benchmark progress.

**General Recruitment Activities include:**

- All open positions are posted internally using our recruitment platform to ensure current employees are exposed to all new opportunities. All qualified employees who express interest are considered.
- Open positions are posted externally on our firm's careers site and then distributed to their respective state employment websites.
- Gresham Smith utilizes CIRCA, a SaaS-based diversity recruitment and OFCCP HR compliance technology solution company, for Diversity outreach, sourcing, recruiting, and tracking in order to build a more diverse and high-performing workforce. CIRCA has relationships with many leading diversity sites such as NEXXT.com, JOFDAV.com, hirediversity.com and disabledperson.com, as well as being indexed by major search engines such as Google, Indeed.com, Monster.com, Yahoo and Bing for maximum exposure.

- When third party recruiters are utilized, they are required to sign a contract that acknowledges their agreement with our commitment to seek out a diversified candidate pool.
- We have a robust University Recruitment Program designed to strategically build talent pipelines through targeted degree programs that offer a diverse population of qualified entry-level potential to include Alabama, Auburn, Ball State, Clemson, Univ. of Cincinnati, Cornell, Florida, FIU, Florida State, FAMU, Univ. of South Florida, Georgia Tech, Hampton University, Iowa State, Kansas State, Kentucky, Kennesaw State, Lipscomb, LSU, Univ. of Louisville, Mississippi State, Univ. of Mississippi, NC State, UNC Charlotte, Ohio State, Miami Univ. of OH, Purdue, Rice, SCAD, Univ. of Memphis, Univ. of Tennessee, Tennessee State Univ., Tennessee Tech, Texas, Texas A&M, Texas Tech, Tulane, Tuskegee, Vanderbilt, Virginia Tech, Washington University
- We encourage and reward employees through our Employee Referral Program, when they identify qualified candidates through their personal and professional networks. Our employees are currently members of 188+ professional societies and organizations in which they actively participate and recruit from.
- Diversity and Inclusion and Unconscious Bias training is part of every new employee's orientation to the Firm.
- Appropriate EEO information is displayed in each of our offices throughout the country as well as on our website.

**Current list of all diversity/minority/ethnic and women A/E organizations in which Gresham Smith participates include the following:**

- National Society of Black Engineers
- Society of Women Engineers
- National Organization of Minority Architects
- CABLE
- Women in Architecture
- AIGA Women's Leadership Group
- Women in Science, Engineering & Technology
- National Organization of Minority Engineers
- Society of Hispanic Professional Engineers

**Minority and Women Focused Recruitment Activities include:**

- Our University Recruitment Program focuses on identifying and targeting schools with specific diversity focus. For example, Hampton University, Florida International University (FIU) and SCAD. Hampton has a predominately Black population (90%) and is 66% female. FIU is very diverse with 61% of their student population being Hispanic, 13% Black, 4% Asian and 7% other minority groups. SCAD is not only a top-notch design school, but represents a population that is 23% international students.
- Targeted professional networking with key diversity groups on LinkedIn.

- If appropriate, job openings are posted on diversity specific organization job boards (NSBE, SWE, NOMA, SHPE, etc.)
- Annual review of University Recruitment Program schools to ensure they align with diversity goals.

**Current actions to promote diversity within the engineering and/or architecture professions:**

- To further develop our professional relationships and offer opportunities to minority companies and vendors, Gresham Smith has established a data base of qualified Minority/Women/Diversity Business Enterprise (M/W /DBE) to serve as a company- wide resource of consultants who are interested and qualified to partner on specific projects.
- Many of our employees participate in grass root STEM programs designed to engage students early in science and math focused education: a requirement of a course charted towards engineering and architecture.

Sincerely,



Carolyn Kitts  
Director of Human Resources

*Genuine Ingenuity*

222 Second Avenue South  
Suite 1400  
Nashville, TN 37201  
615.770.8100

GreshamSmith.com



**WORKFORCE ANALYSIS FORM**

Name of Organization: Gresham Smith

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total		
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
Administrators		40	10	2	0	0	1	0	0	0	0	0	0	0	0	0	42	11
Professionals		391	239	30	18	22	24	1	1	26	20	0	1	5	9	475	312	
Superintendents																		
Supervisors																		
Foremen																		
Technicians		33	9	3	1	4	1	0	0	0	0	1	0	0	0	41	11	
Protective																		
Para-																		
Office/Clerical		30	48	2	3	4	5	0	0	5	1	0	0	0	0	41	57	
Skilled Craft																		
Service/Maintena																		
<b>Total:</b>		494	306	37	22	30	31	1	1	31	21	1	1	5	9	599	391	

Prepared by: Amy Denton, HRIS Manager Date: 07/ 21 / 2021

*(Name and Title)*

*Revised 2015-Dec-15*

## AFFIDAVIT

Comes the Affiant, Jessica Lucyshyn of Gresham Smith, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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.

Jan K Ly

STATE OF Tennessee

COUNTY OF Davidson

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

by Amie Hooper on this the 4<sup>th</sup> day  
of October, 2021

My Commission expires: 9/2/24

Amie Hooper

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.*

*Jessie K. Longshyn*  
\_\_\_\_\_  
Signature

Gresham Smith  
\_\_\_\_\_  
Name of Business



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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Gresham Smith

Complete Address: 333 West Vine Street, Suite 1650 Lexington, KY 40507  
Street City Zip

Contact Name: Jessica Lucyshyn Title: Executive Vice President & Market  
Vice President, Land Planning

Telephone Number: 615.770.8559 Fax Number: 866.712.3370

Email address: jessica.lucyshyn@greshamsmith.com

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

**A. GENERAL**

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

**B. PROCEDURES**

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

**C. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference # 33-2021\_\_\_\_\_**

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>MBE WBE or DBE</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. EHI Consultants 333 West Vine Street, Ste. 300 Lexington, Kentucky 40507 859-425-4881	MBE/DBE	Community Engagement	4%	4%
2. Rasor Communications 7844 Remington Rd. Cincinnati, OH 45242 513-793-1234	WBE/DBE	PR & Communications	6%	6%
3.				
4.				

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

Gresham Smith  
\_\_\_\_\_

**Company**

10/1/2021 \_\_\_\_\_

**Date**

*Jessica K. Lucyshyn*  
\_\_\_\_\_ Jessica Lucyshyn  
**Company Representative**

Executive Vice President & Market Vice President, Land Planning  
**Title**



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference #   #33-2021  

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

<b>Company Name</b> Gresham Smith	<b>Contact Person</b> Jessica Lucyshyn
<b>Address/Phone/Email</b> 33 West Vine Street, Suite 1650 Lexington, KY 40507 T. (859) 469-5610 jessica.lucyshyn@greshamsmith.com	<b>Bid Package / Bid Date</b> RFP #33-2021/October 4, 2021

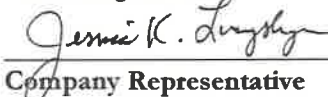
MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
333 West Vine Street, Ste. 300 Lexington, Kentucky 40507	Ed Holmes	W: 859.425.4881 holmes@ehicon.subtants.com C: 859.321.5643	8/2/2021	Community Engagement	Email	4%	MBE/AA	
7844 Remington Rd. Cincinnati, OH 45242	Laura Whitman	W: 513.793.1234 laura@gorasor.com C: 513.600.2294	9/22/2021	PR & Communications	Email	6%	Female	

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

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

Gresham Smith  
**Company**

10/1/2021  
**Date**

  
 Jessica Lucyshyn  
**Company Representative**

Executive Vice President & Market Vice President, Land Planning  
**Title**



## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 33-2021

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

N/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 MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

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

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

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

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

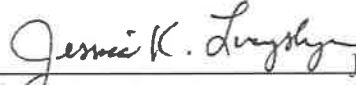
The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Gresham Smith

\_\_\_\_\_  
**Company**

10/1/2021

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Company Representative**  
Executive Vice President & Market Vice President, Land Planning  
\_\_\_\_\_  
**Title**

## GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

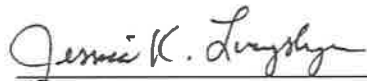
#### B. At Will Termination

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

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

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

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

  
\_\_\_\_\_  
Signature

10/1/2021  
Date

**From:** [Sherita Miller](#)  
**To:** [Sarah Beth Johnson](#)  
**Subject:** RE: RFP #33-2021 Northeast New Circle Road Corridor Plan GFE  
**Date:** Wednesday, September 15, 2021 1:06:11 PM  
**Attachments:** [image001.png](#)  
[LFUCG Certified List August 2021 .xlsx](#)

---

Good afternoon Sarah,

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**  
*Minority Business Enterprise Liaison*  
Central Purchasing

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



**LEXINGTON**

---

**From:** Sarah Beth Johnson <[sarahbeth.johnson@greshamsmith.com](mailto:sarahbeth.johnson@greshamsmith.com)>  
**Sent:** Wednesday, September 15, 2021 1:28 PM  
**To:** Sherita Miller <[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)>  
**Subject:** RFP #33-2021 Northeast New Circle Road Corridor Plan GFE

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

Hi Sherita!

Hope you're doing well. Would you mind sending me the most recent MWDBE list?

Thanks,

**Sarah Beth Johnson**  
Marketing Coordinator  
D: 678.518.3672

**Gresham Smith**  
1125 Sanctuary Parkway, Suite 350  
Alpharetta, GA 30009  
[GreshamSmith.com](http://GreshamSmith.com)

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**From:** [Louis Johnson](#)  
**To:** [trogers@trafficgroup.com](mailto:trogers@trafficgroup.com)  
**Cc:** [Sarah Beth Johnson](#)  
**Subject:** Collaboration  
**Date:** Thursday, September 30, 2021 12:48:03 PM

---

Tracey –

I hope this note finds you well – we are reviewing a teaming strategy for a project in Kentucky. Do you all have an office in Kentucky? Is The Traffic Group pre-qualified with the Kentucky Transportation Cabinet, or have you done any work with them?

Appreciate any information you can offer – thank you!

Louis

**Louis R. Johnson, PLA, ASLA**  
Gresham Smith

D: 502.627.8924  
M: 502.593.0938

**NO RESPONSE**



# LFUCG

Northeast New Circle Road Corridor Plan  
RFP #33-2021 | Lexington, KY | October 4, 2021

# *Engaging* Communities

Equitable public engagement is our strength – our team brings extensive local and national experience in developing and implementing public engagement that is effective and meaningful.

---

# *Connecting* Communities

The connection between land use and mobility is undeniable, and we understand the immense influence all transportation systems have on housing affordability and quality of life.

---

# *Building* Communities

Our team is well rounded in all facets of community building and land development – from market analysis, land use policy and zoning to urban design, placemaking and construction.



**Genuine Ingenuity**

333 West Vine Street  
Suite 1650  
Lexington, KY 40507

859.469.5610  
GreshamSmith.com

**Gresham  
Smith**

October 4, 2021

Dear Selection Committee –

We understand Northeast New Circle Road is a vital economic corridor unlike any other in the City. From espresso machine repair to exotic fish or a snack from the Farm Market the local economy is teeming in every nook and cranny. This corridor may not look like a traditional economic hub, but the diverse entrepreneurial energy here is something to be cherished and protected. However, the corridor faces immense challenges. The roadways are unsafe, community assets are disconnected from the people who need them, and housing options are limited.

The way forward must avoid displacement and protect the economic opportunity that has grown here organically. Future growth and infrastructural investment should be inclusive and celebratory of the multicultural diversity that has made Northeast New Circle what it is today. Gresham Smith will help the City develop strategies for incremental growth to support what is great about New Circle and offer the needed improvements that everyone deserves.

To maximize our team's ability to think collaboratively and innovatively, our team is organized around three key themes. These themes optimize creativity and eliminate silos throughout the planning process:

**Engage**

A successful plan requires meaningful engagement. Our approach will be place-based and multifaceted orchestrated by local advocates CivicLex, innovators in civic engagement, who will be supported by EHI Consultants and Rasor Communications.

**Connect**

Mobility systems and safety must be reimaged for everyone to build a connected corridor. In addition to Gresham Smith's national leaders in complete street planning and design, we have Connetics Transportation Group who understands Lextran's system and future plans better than anyone else.

**Build**

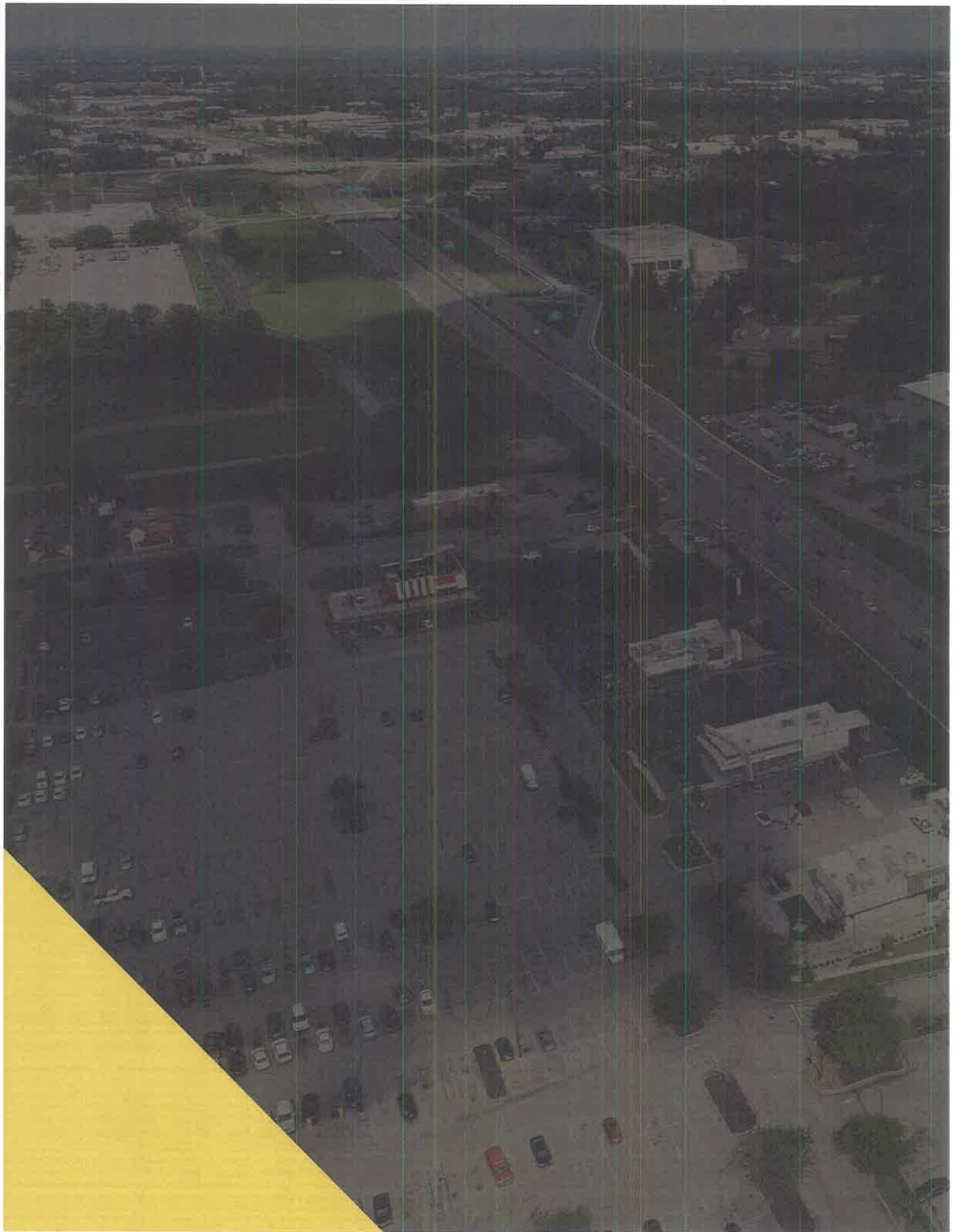
Ultimately this project is about creating a framework to build places people love. Gresham Smith's full suite of urban designers, architects, engineers and placemakers will work hand in hand with SB Friedman's Market Analysis team and ZoneCo's zoning policy and land use experts to deliver innovative and feasible strategies for incremental development along the corridor that meets the needs of the community.

Our team is ready to develop a plan with the community that gives people who are often left out of planning processes the tools to effect change and further strengthen one of Lexington's most vibrant corridors.

We look forward to this exciting process!

Sincerely,

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



An aerial photograph of a city, showing a mix of residential and commercial buildings, streets, and green spaces. The image is in grayscale and has a slightly dark, moody tone. The text is overlaid on the right side of the image.

Section 1.0  
**Who We Are**

# Building Places People Love.

As Lexington climbs out of the global pandemic, the City has continued to grapple with challenges related to growth. The current draft of the Sustainable Growth Study shows status quo development and growth will not meet either the community vision laid out in Imagine Lexington or the projected residential market demands over the next twenty years. Northeast New Circle Road is a prime example of land within the urban services boundary that must be envisioned as an opportunity to increase access to housing, support economic development with an eye toward protecting local, multicultural small businesses, and quality of life improvements related to creating a better connected and more inclusive public realm.



Gresham Smith, a collaborative, multidisciplinary firm, is well prepared to lead this effort. Our local and regional staff have been working in Lexington for over a decade and are helping shape some of Lexington's most transformative projects. As an office where urban design, planning and transportation all work together day-to-day, we understand the implications of corridor planning. We are national leaders in development from large mixed-use projects to affordable housing, creative and equitable public engagement, and planning for active transportation.

To supplement Gresham Smith's in-house team of experts, we have asked six additional collaborators to join our core team: SB Friedman Development Advisors, ZoneCo, Connetics Transportation Group, CivicLex, Razor Communications and EHI Consultants. Each team member has been selected for their respective expertise, local knowledge and their detailed understanding of the complex puzzle of corridor planning. Each member of our team appreciates how the disparate considerations of local cultures, development, market realities, placemaking, policy and infrastructure investments must come together to actualize a vision and implement it.

*We crafted our team around our national and local experience in executing these exact types of projects. We understand all of the layers of corridor planning.*

**Our Past Performance with LFUCG**

- Splash! At Charles Young Park
- Sidewalk Connectivity Projects
- Town Branch Commons
- VDMS Maintenance Support
- Tiger Grant Application
- Coldstream Industrial Campus Master Plan
- TBC Construction Admin & Inspection
- TBC Sanitary Sewer Additional Design and CA Services
- Lexington Area MPO - Bicycle and Pedestrian Master Plan Update

Over  
**350**

Land Use and  
Transportation  
Studies

---

More than

**65**

projects completed in  
Lexington, KY

---

**350+**

firmwide design and  
planning awards



# Subconsultants

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

The nationally and locally based design professionals proposed for this project not only include our most qualified architects, planners and engineers, these individuals also have the appropriate capacity to produce the work within your quality and schedule commitments.

## SB Friedman Development Advisors

SB Friedman is a specialized real estate and development advisory firm that works closely with municipalities, other governmental entities, economic development organizations, transit agencies, universities, not-for-profits, health care institutions, and developers to: project market and financial feasibility; evaluate development potential and economic impacts; identify innovative public-private development solutions; and prepare implementable strategies.

- They are leaders in land use and economic development strategy with over 30 years of experience.
- They have assisted public sector clients across the country in developing and implementing market-based corridor, area and site plans.
- They have an understanding of the market dynamics in Lexington and other major cities in Kentucky.
- They bring expertise in understanding the development impacts of transit, including BRT, and identifying financing tools to support improvements.

## ZoneCo

ZoneCo is a zoning code consulting firm based in the Midwest and their core focus is updating and auditing zoning codes. Their professionals have all held public positions, and understand the complexities of administering a zoning code. Public sector experience has also enabled them to effectively facilitate and foster public engagement. Their work has spanned the Midwest and Eastern United States, and they are passionate about being part of positive change in the communities they serve.

ZoneCo believes that zoning should facilitate a community's desired outcomes, not serve as a barrier to development and placemaking.

Their codes are user-friendly and graphically-rich, with a priority of usability and streamlined language. ZoneCo professionals are thought leaders, and have presented on zoning, planning, equity, placemaking, and economic development issues at national and regional conferences.



## Connetics Transportation Group

CTG is a transportation planning firm focused on improving the way communities move. While they are most well-known for their unparalleled expertise in transit operations and service planning, their multi-disciplinary team of planners, schedulers, modelers and data scientists brings a wealth of experience solving complex problems across all facets of the mobility spectrum. They pride themselves on developing data-driven solutions that are practical, implementable, and above all, community-inspired.



## CivicLex

CivicLex is a nationally-recognized civic education nonprofit that specializes in resident engagement and participatory process design. They focus exclusively on Lexington-Fayette County, Kentucky. They have deep expertise in exploring and navigating contentious civic issues alongside governmental representatives and residents. In addition to the core of their civic education programming, they work with very select non-profit, for-profit, and governmental clients on projects in which public input is needed, prudent, and will be taken seriously.



## Rasor Communications | *WBE, DBE*

Founded in 2005, Rasor is a woman-owned, full-service marketing communications firm with a great depth of experience across a broad range of industries. Their work includes more than a decade working with clients in the public sector including the Kentucky Transportation Cabinet (KYTC), the Ohio Department of Transportation (ODOT), and other public sector organizations to provide public outreach, education, media relations, crisis communications, and strategic counsel. They are well-versed in the intricacies of supporting taxpayer-funded agencies and understand the importance of balancing local market issues, limited budget resources, intense public scrutiny, and the political landscape when planning communications strategies.



## EHI Consultants | *MBE, DBE*

EHI was founded in 1995 to provide the highest quality of planning and design services. The firm has since become an established planning and engineering based group of professionals. Our diversity provides the capability to; program, plan, design and implement a range of planning projects, from neighborhoods to transportation planning related efforts, as well as a range of engineering projects, from highway design to drainage plans and calculations for both public and private clients.

EHI is a designated Small Business Administration (SBA) 8-A firm as well as a SBA Small and Disadvantaged Business and a member of the Kentucky Minority Business Council. EHI is certified with the State of Kentucky - Transportation Cabinet as a disadvantaged minority business enterprise, being pre-qualified to perform services in the areas of Pedestrian and Bikeway Facility Planning and Design, Rural Roadway Design, Urban Roadway Design, Highway Planning Services, EIS Writing and Coordination, and Socioeconomic Analysis.



# Your Team

Gresham Smith has assembled a diverse team ready and available to hit the streets. Our team will be led by local design professionals with KYTC prequalifications and supported by a network of national experts for each facet of this plan. We bring relevant experience related to each of the three key community-focused themes of this project and have the appropriate capacity to produce the work within your quality and schedule commitments.



## *Engage*

Our team brings extensive local and national experience in developing and implementing effective, meaningful and equitable public engagement.

## *Connect*

We understand the intersection of land use and mobility and the immense influence all transportation systems have on housing affordability and quality of life.

## *Build*

Our team is deeply experienced in all facets of community building and land development – from market analysis and land use policy and zoning to urban design, placemaking and construction.

**Project Leadership**

**Louis Johnson**  
Project Executive  
Gresham Smith

**Erin Hathaway**  
Project Manager  
Gresham Smith

**Build**

**Brandon Bell**  
Architecture  
Gresham Smith

**Curt Jackson**  
Urban Design  
Gresham Smith

**Saa Shemsu**  
Infrastructure Planning  
Gresham Smith

**Fran Lefor Rood**  
Market Analysis  
SB Friedman

**Engage**

**Sean Suder**  
Zoning Strategy  
ZoneCo

**Mimi Rasor**  
Public Relations  
Rasor

**Richard Young**  
Engagement Strategy  
Civic Lex

**Ed Holmes**  
Community Engagement  
EHI

**Morgan Dunay**  
Community Engagement  
Gresham Smith

**Connect**

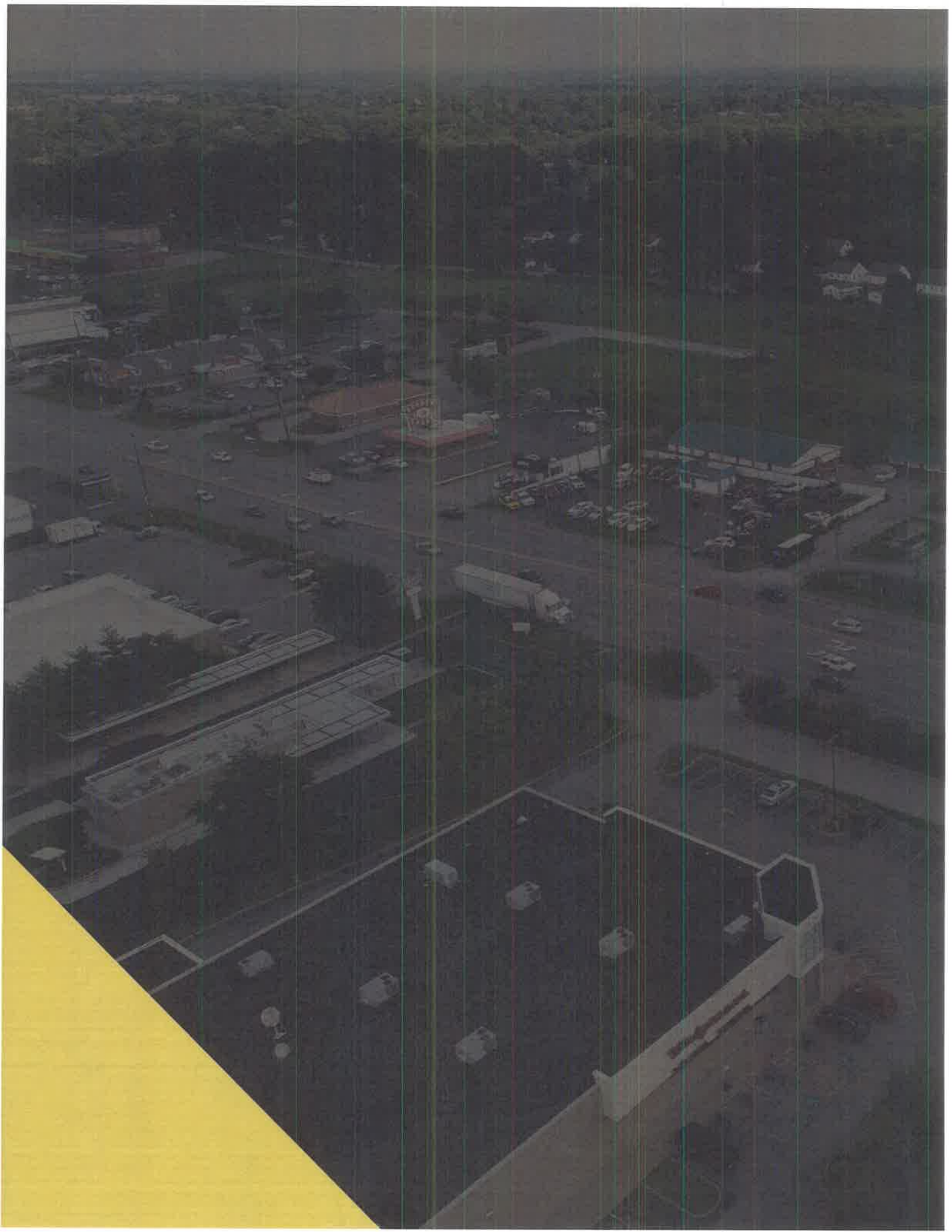
**Arlen Sandlin**  
Roadway Engineering  
Gresham Smith

**Joel Morrill**  
Roadway Safety  
Gresham Smith

**Mike Sewell**  
Multimodal Planning  
Gresham Smith

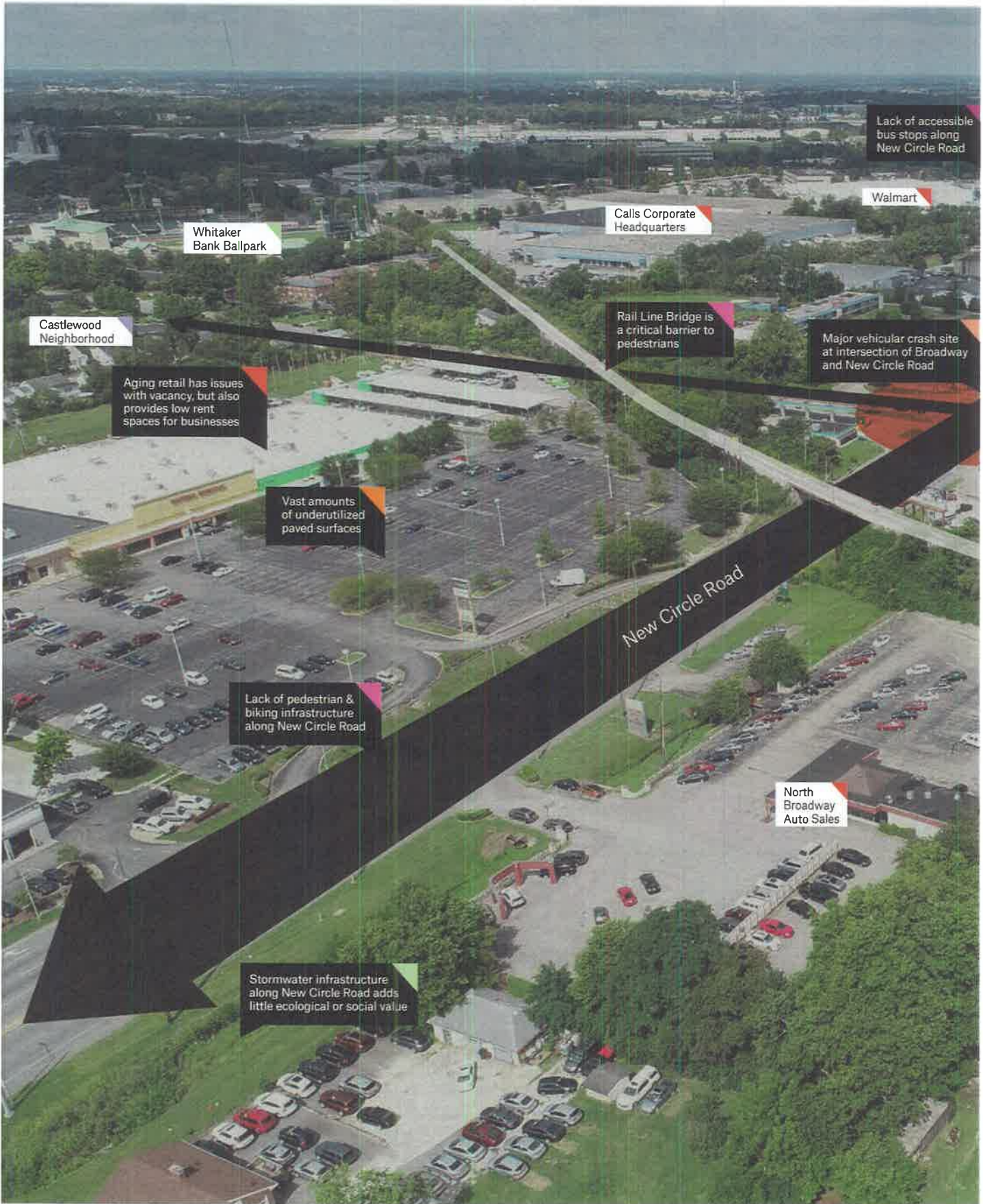
**Dan Nelson**  
Transit Planning  
CTG

**Katie Rowe**  
Transportation Planning  
Gresham Smith



An aerial, high-angle photograph of a city street scene. The image is in grayscale and shows a multi-lane road with a bus and several cars. In the foreground, there is a building with a flat roof and some outdoor seating. The background shows a dense urban area with many buildings and trees. The text 'Section 2.0 Project Understanding' is overlaid on the right side of the image.

Section 2.0  
**Project Understanding**



Lack of accessible bus stops along New Circle Road

Walmart

Calls Corporate Headquarters

Whitaker Bank Ballpark

Castlewood Neighborhood

Aging retail has issues with vacancy, but also provides low rent spaces for businesses

Vast amounts of underutilized paved surfaces

Rail Line Bridge is a critical barrier to pedestrians

Major vehicular crash site at intersection of Broadway and New Circle Road

Lack of pedestrian & biking infrastructure along New Circle Road

New Circle Road

North Broadway Auto Sales

Stormwater infrastructure along New Circle Road adds little ecological or social value



## Creating Balance

The northeast segment of New Circle Road is one corridor that ties together thousands of people and hundreds of businesses. However, by spending time on the ground, one quickly realizes this corridor is made up of multifaceted districts that have emerged over decades. A perfect storm of sorts, a nuanced and incremental growth that has led to an incredibly vibrant multicultural community and economy. The challenge of this plan is creating a cohesive and unified vision that responds to the diverse and specific contexts along the corridor. The final product must address community needs that are both regional and local which at times may be at a point of conflict.



# The Big Picture

New Circle Road is the physical representation of post-industrial America. As urban industrial jobs consolidated and relocated, urban renewal, redlining, and white flight led to a time of suburban growth illustrated clearly along New Circle Road. From the International Business Machine Corp (IBM) in 1956 to Lexington's first McDonalds, Northeast New Circle Road's destiny as a car-oriented corridor was locked in place since it transitioned from being a dirt road.

However, the corridor's relationship to the communities along it has changed significantly. Continued growth, expansion of the urban services boundary and more has led Northeast New Circle Road to the starkly different identity we see today. What hasn't changed is the entrepreneurial spirit of the corridor; what has changed is who is running the businesses. Today we see a veritable smorgasbord of international cuisine, restaurants like MiMi's Southern Cooking, Sabor Latino, or Nefertiti's mixed in with what feels like nearly anything you could ever need to shop for, from furniture shops to espresso machine repair to an exotic fish store.

The challenge is that the past infrastructural investments and land development patterns do not align with current community needs. Just by driving the corridor, you will see people in wheelchairs using the highway shoulder, or notice that at intersections like New Circle and Sunshine Lane, the singular crosswalk is 120' to cross the corridor and an exhausting 1,500' from the next closest crosswalk to the south. Additionally, Lexington's well-documented shortage of affordable housing is illustrated here with the plethora of low-density neighborhoods – many facing immense development pressure.

*This planning process represents an opportunity to both address significant misalignment of the transportation systems with community needs, health and safety and create a road map for continued growth along the corridor that is inclusive of those who make it so special today.*

---

## 17,306

Households  
within Adjacent  
Census Districts

---

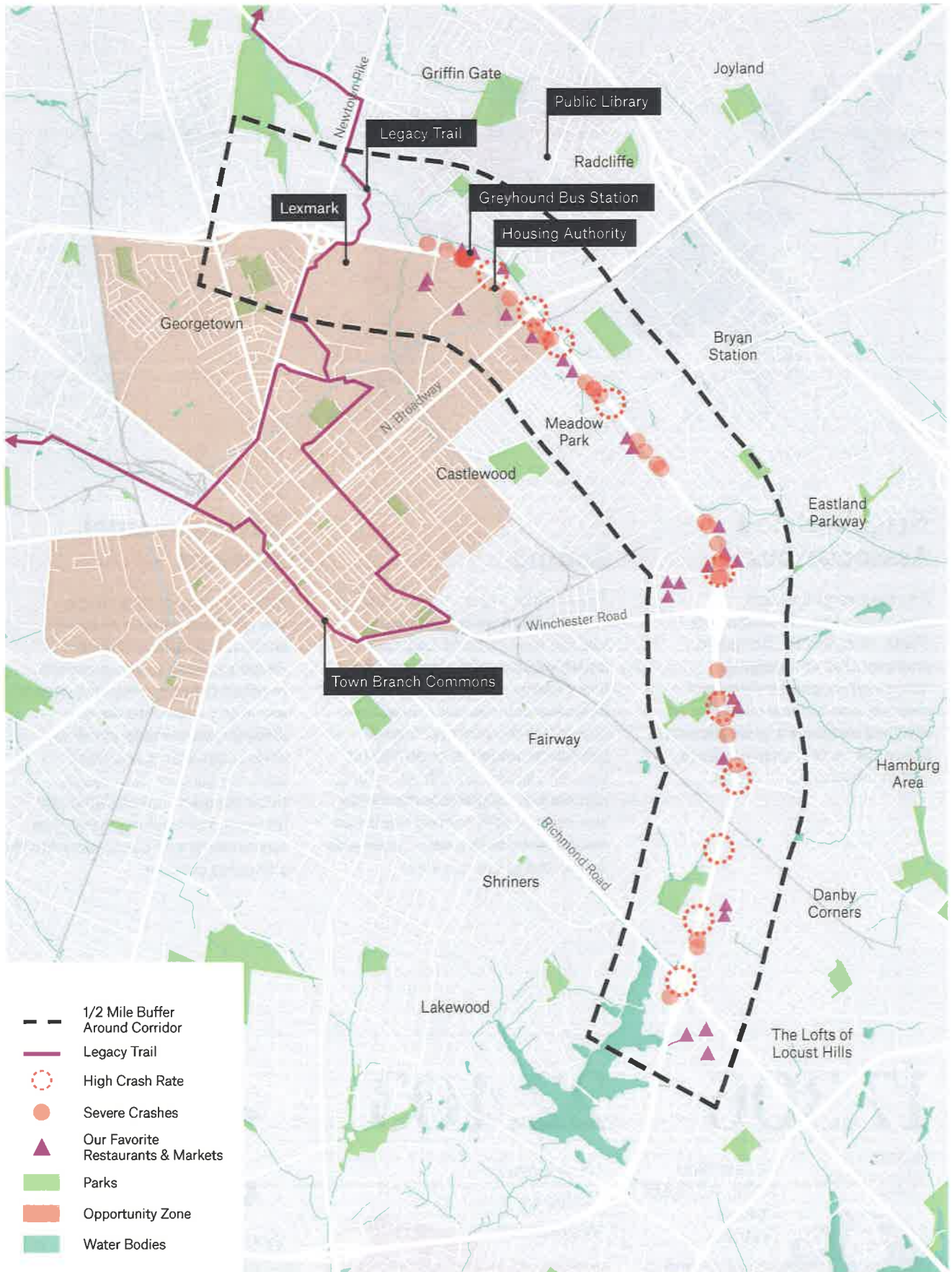
## 3,894

Traffic  
Incidents/Crashes  
2016-2020

---

## 4,000+

People Speak Languages  
Other than English

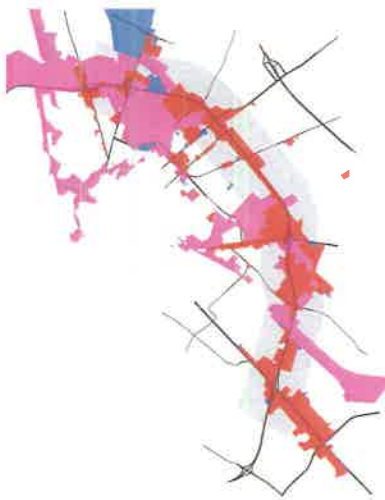


- 1/2 Mile Buffer Around Corridor
- Legacy Trail
- High Crash Rate
- Severe Crashes
- Our Favorite Restaurants & Markets
- Parks
- Opportunity Zone
- Water Bodies



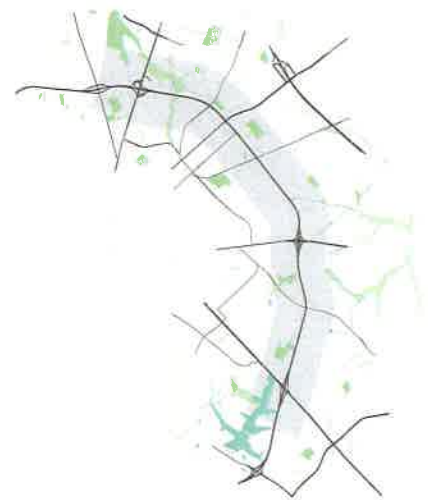
## Neighborhood Associations

Fourteen neighborhood associations touch the corridor. These associations, alongside unrecognized or emerging communities, paint a picture of diversity and the real challenge of reaching everyone and developing a plan that is responsive to each community's specific needs.



## Zoning

The corridor has multiple industrial hubs highlighted by Lexmark and the new Amazon Logistics delivery hub on the western edge, and a nearly contiguous stretch of business/commercial zoning from one end to the other with small breaks for industrial or office and even an elementary school. Sitting just behind the corridor are mostly low-density, mid-century suburban neighborhoods that were never well connected to the corridor.



## Environmental Systems

Along Northeast New Circle, you can hardly find a speck of shade as incredible amounts of paved surfaces and fragmented, remnant tributary stream systems eventually drain into three different watersheds, carrying various pollutants and trash from the corridor. As a result, there are great opportunities to improve placemaking, ecological functionality and community health along this corridor.

17,306

4,035

Households with Children

Households within Adjacent Census Districts



22,403

16 yrs and Older in Workforce



3

Watersheds





### Crash Data

From 2016-2020 Northeast New Circle Road from milepost 9.200-15.000 saw 3,894 documented crash incidents. During that time, there were 37 fatal or severe injury crashes, 19 of which involved one car, which indicates a high likelihood of pedestrian or cyclist involvement. 23 of the 37 crashes occurred in non-daylight conditions. 8 of 37 occurred at Russell Cave Road.



### Bike Infrastructure

Our team knows from firsthand experience that Northeast New Circle is an east to west void in any reliable, safe or comfortable bike or pedestrian infrastructure. The one standout feature is the Legacy Trail which would benefit from far greater community connectivity along this corridor. Additionally, from assessing Strava data, we know that Bryan Station is a major bike route.



### Parking Lots

Based off LFUCG GIS data, there are 785 acres of parking lots along this corridor. Many surround massive job centers, auto lots and suburban style commercial centers. These vastly underutilized spaces represent significant opportunities for placemaking, development and environmental improvements.

**19.62**  
minute

Mean Travel Time to Work



**80%** 11% Commute by Car, Truck or Van-Car Pool

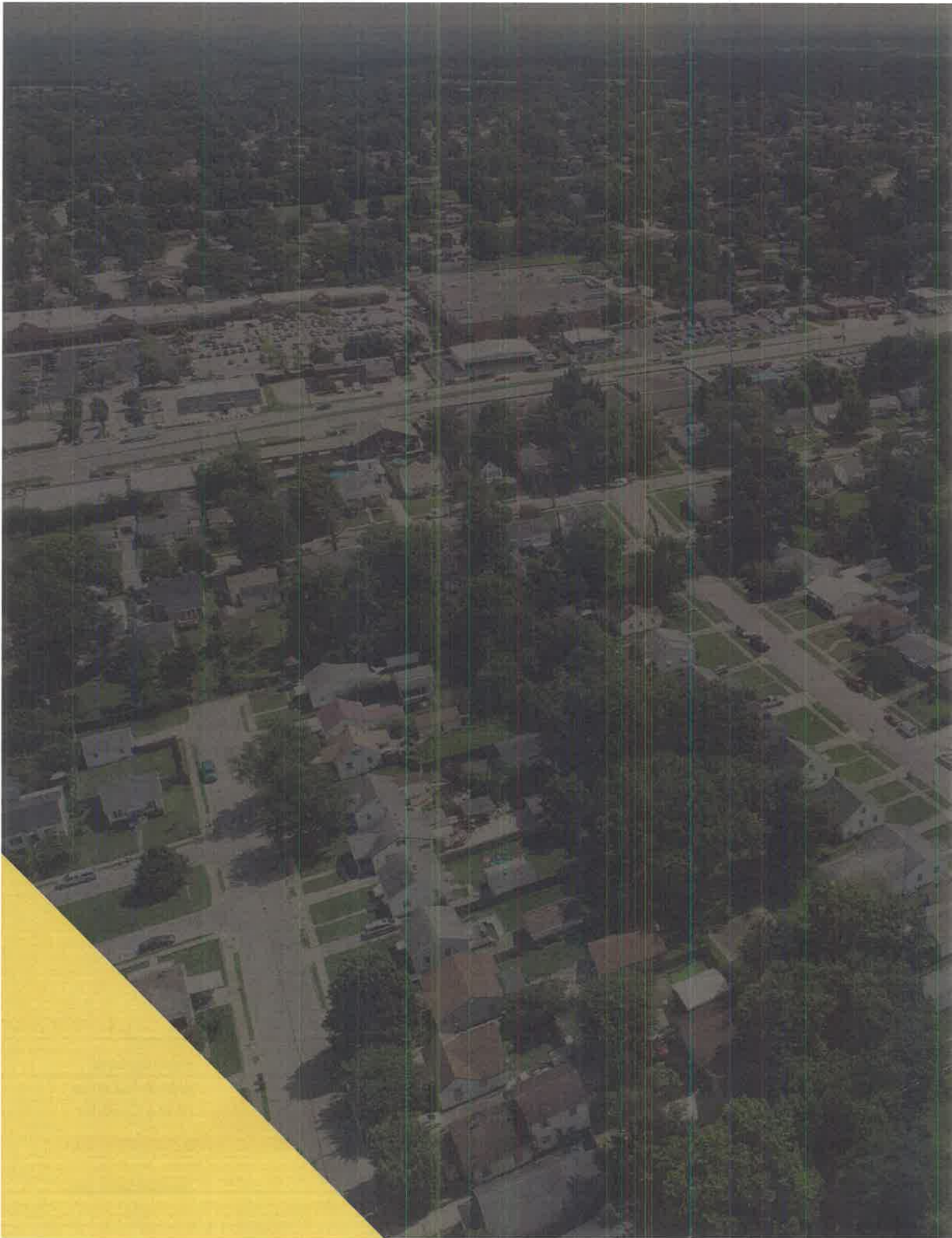
Commute to Work by Car, Truck or Van *Driving Alone*



**785+**


Acres of Parking Lots within 1/2 mile of the Corridor





An aerial, high-angle photograph of a residential neighborhood. The houses are arranged in a grid-like pattern with streets. There are many trees scattered throughout the area, particularly in the center and right side. The overall tone is dark and monochromatic, with the text overlaid in white.

Section 3.0  
**Experience**



We deliver custom, tailored solutions for  
diverse communities,

# creating added value and new opportunities

for the people our plans serve.

# Bringing it all together.

Our team's past experiences and multidisciplinary skills align directly with the greatest opportunities and challenges of this project. We organized our team around the three critical action-oriented themes we see as integral to this process: Engage, Connect and Build. Each team is built on their extensive past experiences within each theme and includes people of different backgrounds, professions, and experiences to bring diverse viewpoints and maximize creativity as we address the challenges and seek new opportunities for Northeast New Circle Road.



Engage



Connect



Build



# Engage

Meaningful engagement is foundational to successful planning processes. Our team understands diverse audiences require varied approaches and tools; we are leaders in this space. With this in mind, we will leverage past project experiences and custom tailor high- and low-tech engagement approaches to fit the broad audiences of Northeast New Circle Road.



*Breakfast on Broadway - Canvassing, Louisville, KY*

**Examples of tools we believe will be important for this project include:**

## Traditional Public Engagement Meetings

Gresham Smith, CivicLex, Razor and EHI have extensive experience hosting community-based workshops and engagement sessions in Lexington, including public meetings, charettes, and more. Our team also can successfully host large-scale digital engagement meetings and record them, helping maximize the availability of each session.

## Experiential Tours

Nothing can replace the power of shared experience. Our team has led accessibility, health and stress-related walking workshops where the public and stakeholders can better grasp the challenges at hand. We can already taste the Northeast New Circle Local Restaurant Tour.

## Door-to-Door & Pop-up Canvassing

Another standard engagement mechanism is door-to-door or pop-up canvassing. CivicLex has a strong volunteer network built in partnership with the University of Kentucky. In addition, CivicLex regularly sets up booths in grocery stores, parks, libraries, and other community gathering spaces to collect input. Existing relationships and past work makes use of these tools significantly easier.

## Community Database

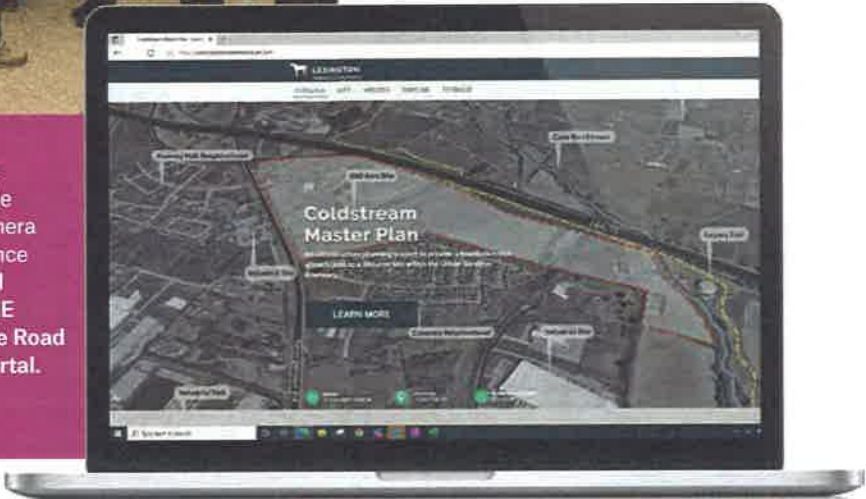
Through CivicLex's five-year history of engaging with well over 10,000 residents, they have built a database of thousands of formal and informal community leaders. We can use this database as a starting point for building out a custom network of community leaders tailored to this specific plan.

*Bilingual Visioning Session, Greater Gardenside, Lexington, KY*





Scan code with mobile phone camera to experience a potential Imagine NE New Circle Road project portal.

### Geotargeted Responsive Social Media

Areas that are high traffic are difficult to canvas. By using a combination of geofencing, beacon technology, and affinity traits, our team, led by CivicLex, can deliver information about civic issues and engagement opportunities to residents via social media. Additionally, CivicLex can analyze data in real-time, allowing us to adjust our geofences and place-based targeting to gather more accurate and relevant data sets.

Text "Imagine" to  
**859.407.7935**  
 to test the direct text

### Mobile-Friendly Project Portal

Our team has successfully created project portals to host online conversations available to the public around the clock. These tools are great ways to provide updates, host files, post meeting summaries, and even engage in direct conversations with the community.

### Direct Text

Developed during the pandemic, our team has become adept at using direct text interfaces to set up a local area code phone number to engage directly with the public. People of nearly all generations are comfortable texting, and the line is available around the clock.

# Connect

Central to Northeast New Circle is improving how people move along and across the corridor, from making travel safer and smoother to providing new opportunities for walking, biking and public transportation. What separates our team from everyone else is this: our engineers, planners and landscape architects are made up of bike, transit, and safety advocates at local and national levels. Our experts know based on firsthand experience how integral transportation systems are to people's quality of life, economic outlook and personal health.

**Our team brings these experiences to all aspects of transportation planning and design. The breadth of our transportation portfolio is a true differentiator; we offer:**

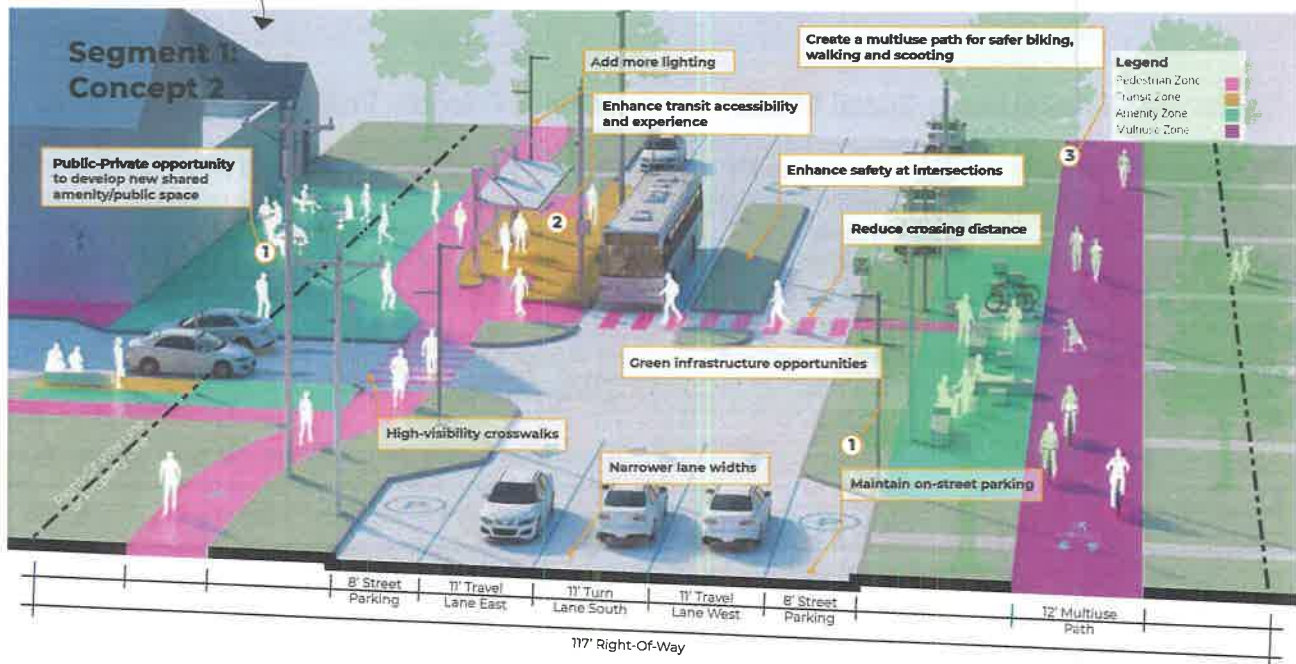
## Diverse Corridor Planning Experience

Corridor Planning isn't transportation planning; it requires in-depth knowledge of all aspects of each corridor. We have led corridor planning studies that touched marginalized communities, such as Broadway All the Way and the Muhammad Ali Corridor plans in Louisville. We are also experienced in suburban arterial corridors, like Chastain Road in Atlanta and beyond.

## Active Transportation Experts

From working on the Lexington Area MPO's Connecting our Region Plan to currently finishing the University of Kentucky's Bike Plan, we have detailed knowledge of Lexington's bike and pedestrian systems county-wide. We also know how big of a gap exists around Northeast New Circle Road and where valuable connections will need to be made.

*Broadway Master Plan  
- Louisville, KY*



*Our team  
advocating for  
Town Branch  
Commons*



### Extensive KYTC Experience

New Circle Road is a vital state-controlled transportation corridor. Our team is pre-qualified with KYTC, and we bring previous personal experience working for the Cabinet. We are currently working on numerous KYTC projects, including Liberty Road, which intersects New Circle Road within the study area. The Liberty Road project included a traffic engineering study of New Circle Road between Winchester Road and Liberty Road. We are also KYTC's highest-rated consultant for the Statewide Highway Safety Improvement Program, recently receiving the client's first 100% consultant evaluation rating.

### Experience with Lextran

Many of the community members who live near Northeast New Circle Road rely on public transportation for their day-to-day needs. This is why our team brought in Connetics Transportation Group who is currently leading comprehensive operational analysis (COA) for Lextran and knows the system and its future trajectory better than anyone.

### Innovative Implementation Experience

Reimagining and altering our mobility systems requires significant time and investment. Our team knows firsthand how to develop short-term improvements, from our work on Urban Bike Network in Louisville, which focused on incremental safety improvements, to implementing long-term visions like Town Branch Commons. We aren't afraid to be innovative and have experience working with KYTC and LFUCG doing just that.

# Build

Our team is shaping communities across the country with billions of dollars in mixed-use development experience in addition to multiple affordable housing multi-family projects. Our team brings expertise and experience in all aspects of land development, from market assessments and zoning policy to urban design, infrastructure and construction. As important is the overlap between our expertise in transportation and development among our team’s planners, urban designers, landscape architects and engineers.



Oakdale Affordable Housing Development Plan - Lexington, KY

## We are Mixed-use & Housing Experts

We understand the importance of housing and mixed-use for the future of Northeast New Circle Road. The Gresham Smith team is shaping mixed-use developments from mega projects like Nashville Yards in Nashville, Tennessee to creative adaptive reuse projects like Clarks Landing at a former Colgate plant in Southern Indiana. Our team is also well-versed in housing, from market rate projects like the new Fifteen51 project at the University of Kentucky Coldstream Campus to the planned Oakdale affordable housing development near Citation Boulevard.

## We Understand Market Forces

When it comes to land planning and development, understanding the state of local markets for housing, office, retail and more is crucial, which is why we are teaming with SB Friedman. Having collaborated successfully before on the Chastain Road Corridor Study in Kennesaw, Georgia, we understand the nuanced relationships between market viability, transportation systems, land use and sense of place elements that create market differentiators. These factors will inform early incremental investments and clue our team in on priority sites and development needs.

## We are Experts in Zoning Policy & Development

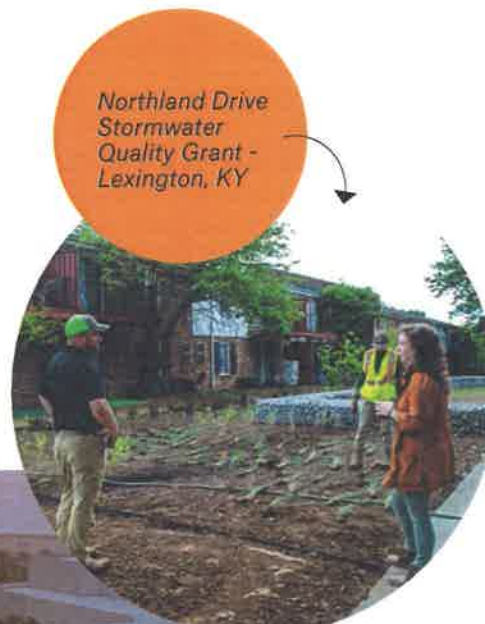
For community vision to become a reality, zoning and land use policy on the ground will need to align with community values and needs. Our team brings on-the-ground experience in Lexington's planning and zoning development processes, and our trusted partner ZoneCo eats, sleeps and breathes zoning policy. ZoneCo will bring an eye to the process to ensure the goals and vision for Northeast New Circle Road align with the zoning policy on the ground.

## We Believe Placemaking is Central to Good Development

What makes this part of New Circle Road special is the people and their cultures. We know planning strategies should be considerate of the communities and economies that have been created here. Finding creative strategies—like the infrastructure grant funding our team secured for the Julietta Market in Lexington or our recent work supporting the Parkland Plaza in the historic African American Neighborhood of Parkland in Louisville—can help provide opportunity for those who are often left out of the process.

## We Understand Resiliency & Infrastructure

Often forgotten in planning processes are the systems no one can see. Our team understands the importance and opportunity presented by infrastructure related to development. Our recent work on the Coldstream Industrial Campus Master Plan showcases how we designed infrastructure as an amenity. We developed a beautiful central open space that traced a Cane Run Tributary and allowed the Legacy Trail to connect to surrounding neighborhoods. The design also provides amenity space for future adjacent businesses and integral space for stormwater collection and treatment.





## Town Branch Commons

LFUCG

Gresham Smith led the detailed construction documentation and is currently leading construction administration for the Town Branch Commons, a 2.1-mile multimodal trail, greenway and park system in downtown Lexington, Kentucky. The project traces the route of Town Branch Creek, the city's original water source that now runs under Lexington's streets. When complete, Town Branch Commons will serve as the centerpiece of a city-wide park system, linking Lexington's urban core with the Bluegrass countryside including connecting people and communities to Charles Young Park where TBC and the Legacy Trail create a downtown 5+ mile loop.

Through this project our team will not only have implemented massive multimodal safety improvements, but also a world class, ecologically minded public space that includes custom plazas, water features, green infrastructure, limestone walls and many incredible native landscapes which are under construction today.

### Location

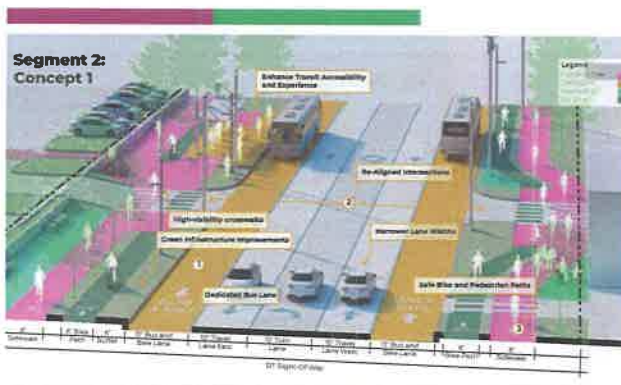
Lexington, KY

### Size

2.1 Miles Multimodal Trail

### Services

Landscape Architecture  
Multimodal Planning  
Sustainable Design  
Traffic Engineering  
Transportation Engineering  
Transportation Planning



## Broadway Master Plan

Louisville Metro Advanced Planning and Sustainability

Louisville Metro Government not only wanted to help people move more safely and efficiently through the city, but also wanted to elevate quality of life for residents, so they called on Gresham Smith to reimagine the roadway. Our project team identified opportunities to create a forward-looking multimodal corridor that meets the needs of all citizens and serves as a catalyst for economic development. The first phase of the project focused on collecting and analyzing data and engaging with the public to understand the current state of the Broadway corridor. Using a custom application, the Gresham Smith team collected more than 2,500 unique data points from the project site, including metrics related to accessibility, vacant properties, transit stops and lighting. During the second phase of the project Gresham Smith developed multiple design strategies to address the corridor's needs. Each design solution is specific to the surrounding context and community, as well as responsive to current trends in transportation and land use. The final phase includes both incremental and long term corridor improvement strategies that are rooted in public input and that will set the project up for successful implementation.

### Location

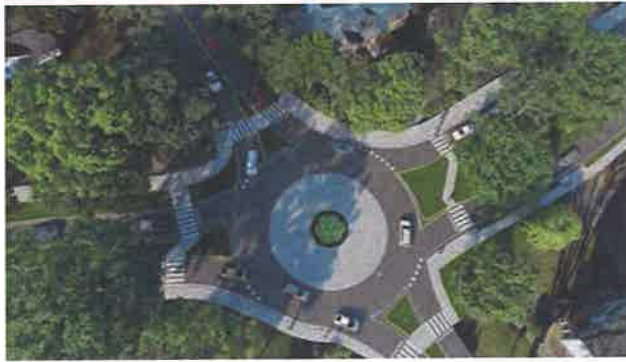
Louisville, KY

### Size

6 Miles

### Services

Urban Design  
Transportation Planning  
Transportation Engineering  
Landscape Architecture  
Public Engagement



**Location**  
Louisville, KY

**Services**  
Air Quality  
Bike Planning  
Civil Engineering  
Energy Consulting  
Landscape Architecture  
Multimodal Planning  
Pedestrian Planning  
Public Involvement/  
Engagement  
Sustainable Planning  
Transportation Planning

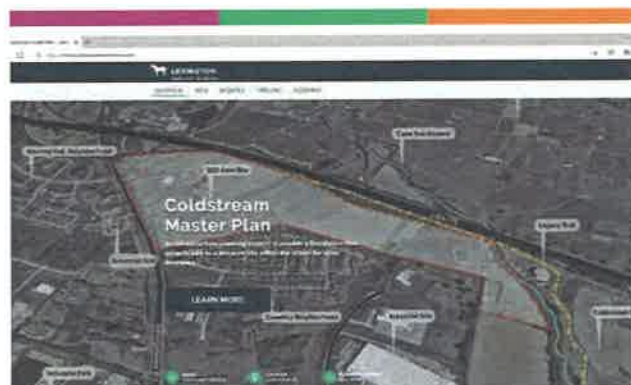
## Eastern Parkway Transportation Plan

**Louisville Metro**

In a fusion of 19th-century ideals with 21st-century planning principles, Gresham Smith's expertise has catalyzed Louisville's fuller realization of the Olmsted legacy.

Our team designed improvements that not only restored Frederick Olmsted's original vision of a multiuse corridor, but met modern complete streets goals for safe and effective circulation as well as accommodated pedestrians, cyclists and vehicles. Adhering to Olmsted's design for the parkway system, the recommended solution features 120- to 150-foot-wide parkway corridors, and calls for 10-foot, shared-use pathways on either side of the traffic corridor as well as designated on-road bike lanes. These shared-use spaces shelter pedestrians and cyclists to create a safer, more pleasant experience, and encourage residents to enjoy the city's unique and historic resources.

Beyond traffic improvements, the design also facilitates more widespread improvements in Louisville's social and environmental health. The Eastern Parkway Study is in the early stages of planning, which entails a high degree of public engagement including stakeholder and public meetings.



**Location**  
Lexington, KY  
  
**Size**  
200 Acres Total

**Services**  
Architecture  
Civil Engineering  
Land Planning  
Landscape Architecture  
Master Planning  
Transportation Engineering  
Public Engagement

## Coldstream Industrial Park Master Plan

**LFUCG**

The City of Lexington's 200-acre Coldstream site, which is home to the University of Kentucky's Coldstream Dairy Research Farm and was given to the City during a historic land swap, is full of opportunity. With the goal of attracting new businesses and creating jobs by preserving and enhancing the surrounding environment, integrating public open space, and providing connectivity to local roadways, trails and greenways, the City called on Gresham Smith to develop a master plan for the site. Using our multi-disciplinary team's wide range of design, planning and infrastructure experience, we're developing a flexible, feasible roadmap for a future industrial or business park on the Coldstream site, which will ultimately help spur economic development and improve quality of life for the surrounding community.





## Lexington Multi-Family Stormwater Retrofit Manual

### Frontier Highway

Thinking outside the box, Gresham Smith's multidisciplinary team led by our landscape architects developed an innovative approach for multifamily stormwater retrofits. We leveraged public grant funding to address our client's issues with the properties while advocating a more holistic agenda for improving urban ecologies and stormwater systems. We developed a concept to utilize each property as a case study to develop educational materials around stormwater quality improvements. These materials ultimately became the Lexington Multifamily Stormwater Retrofit Manual. A vital educational resource, the manual can be used by City agencies and multifamily property owners alike to illustrate how to improve stormwater quality and reduce impervious surfaces. Using the three case studies, the manual describes the process of evaluating a site's stormwater issues and opportunities and then outlines stormwater strategies and the design process for improving stormwater management.

#### Location

Lexington, KY

#### Services

Landscape Architecture  
Master Planning  
Sustainability Services  
Community Engagement



## Clarks Landing

### JLL

Gresham Smith was hired to develop a master plan for Clark's Landing, a 45-acre mixed-use development at the former Colgate-Palmolive plant located in Clarksville, Indiana. The project is anticipated to be constructed in three phases, and is proposed to include a hotel, office space, parking structures, multi-family residential units, retail, food and beverage, and civic space as well as 4.8 acres of open space. The site is highly visible and accessible by the traveling public, with more than 75,000 vehicles passing daily on I-65 as well as thousands more on the nearby Second Street Bridge. Drawing additional visibility, it is nestled among several major existing and future cultural attractions. These elements, along with the historical significance of the site itself, are our team's focus as we strive to preserve and promote the unique elements and tell a compelling story.

#### Location

Clarksville, IN

#### Size

45 Acres Total

#### Services

Architecture  
Civil Engineering  
Land Planning  
Landscape Architecture  
Master Planning  
Transportation Engineering

**Location**

Lexington, KY

**Size**

Fayette and Jessamine Counties

**Services**

Existing Field Survey  
 Public Engagement  
 Network Development  
 Stakeholder Coordination  
 Proposed Implementation  
 Evaluation  
 Project Prioritization  
 Project Cost Estimation

## Bicycle and Pedestrian Master Plan

### Lexington Area MPO

Gresham Smith's primary role in the project is associated with network development, public engagement, and project feasibility as it pertains to the following:

The general scope of work for this project consists of a planning process that identifies and prioritizes bicycle and pedestrian infrastructure, safety, and educational improvements based on existing and proposed infrastructure, existing plans, and current educational and outreach efforts. The plan update should recognize the 2007 Lexington Area MPO Bicycle and Pedestrian Master Plan's vision and progress while reflecting the changes in design, best practices, and technology that have occurred since that time. The plan will utilize a community driven approach that recognizes the needs of pedestrians and bicyclists of all ages and socioeconomic status. The product of these processes will produce a clear and concise path forward to achieve a safe, connected low stress bicycle and pedestrian system for everyone.

**Location**

Lexington, KY

**Services**

Transportation Planning  
 Transportation Engineering  
 Landscape Architecture  
 Urban Design  
 Community Engagement

## Bicycle Master Plan 2020

### University of Kentucky

Gresham Smith developed a bicycle master plan for the school's 900-acre campus in Lexington. The multidisciplinary project team of engineers, planners and landscape architects identified opportunities to build upon the University's existing bicycle infrastructure, programs and initiatives, ultimately delivering a roadmap to enhance how students, staff and community members use multimodal transportation to cruise through campus.

The first phase of the project focused on assessing the University's current network, which helped land UK status as a Gold-level Bicycle Friendly University in 2018.

In Phase 2, the project team offered a variety of context-sensitive design solutions to take the campus' bike facilities to the next level, such as dedicated bike paths and lanes, shared-use trails, improved signals and signage and increased access to the City of Lexington's bicycle network. Once they had developed design alternatives, the team collected feedback from the campus community.

During the final phase of the project, Gresham Smith incorporated community feedback into the master plan, which will serve as a roadmap for prioritizing bicycle infrastructure and programming in capital improvement projects.



## Oakdale Development

### Beargrass Development

The Oakdale Development Project attempts to incrementally address Lexington's housing shortage and lack of housing diversity. Located near Masterson Station in an area of single family homes and along the Citation Boulevard corridor, the parcel is zoned Commercial Center (B-6P). The planned development takes advantage of the B-6P zone's flexibility proposing density and mixed uses.

The Oakdale Development Project proposes 144 affordable housing units and a neighborhood commercial center with local restaurants. Shared open space for both the residents and the neighborhood include a family play space, passive lawn, and shared outdoor dining. In addition to off street parking, the plan proposes on-street parking with curb bump outs to increase green space and slow traffic. Underground stormwater detention will mitigate the development impacts on local waterways.

#### Location

Lexington, KY

#### Size

10 Acres

#### Services

Civil Engineering

Landscape Architecture

Planning

Community Engagement



## Chastain Road Corridor Market Study

### Town Center Community Improvement District | SB Friedman

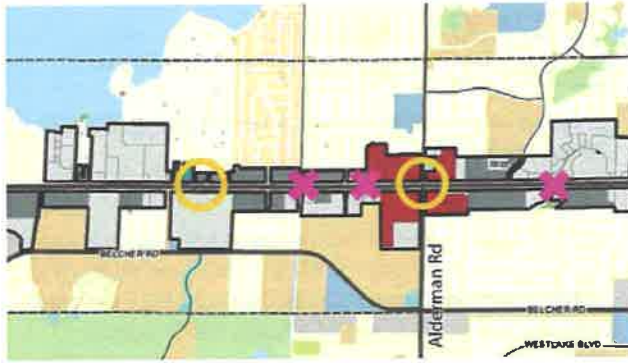
SB Friedman worked with Gresham Smith to develop a market-supportable vision for the redevelopment of key sites along a major two-mile corridor within the Town Center Community Improvement District in Cobb County, Georgia.

Under the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI), the Town Center Community Improvement District (TCCID) sought a corridor plan that outlined transportation and infrastructure improvements for the roadway and a redevelopment vision for the adjacent land along Chastain Road. Chastain Road is an established office and retail corridor located near the I-75/I-575 interchange northwest of Atlanta in Cobb County, Georgia.

SB Friedman conducted a detailed market study and economic assessment for the corridor, evaluating the market feasibility of multifamily, purpose-built student housing, office/flex and retail uses.

#### Location

Cobb County, GA



**Location**  
Pinellas County, FL

## US 19 Land Use/Economic Analysis Study & Multimodal Corridor Study

Pinellas County/Forward Pinellas | SB Friedman

As a 34-mile highway extending from Tarpon Springs to St. Petersburg, US 19 is the most heavily traveled arterial road in Pinellas County. Public investment has converted US 19 from an at-grade arterial road to an uninterrupted, partially-controlled access facility. SB Friedman has provided Pinellas County and Forward Pinellas with ongoing real estate market analysis and guidance related to redevelopment potential along various segments of the corridor.

The Florida Department of Transportation (FDOT), Forward Pinellas and Pinellas County have long-range plans to improve transportation operations in the US 19 Corridor, including plans to elevate portions of the mainline highway at major intersections and provide interchanges and frontage roads for local access. While the corridor was developed as a conventional suburban, auto-oriented thoroughfare, the redevelopment potential for each section varies.

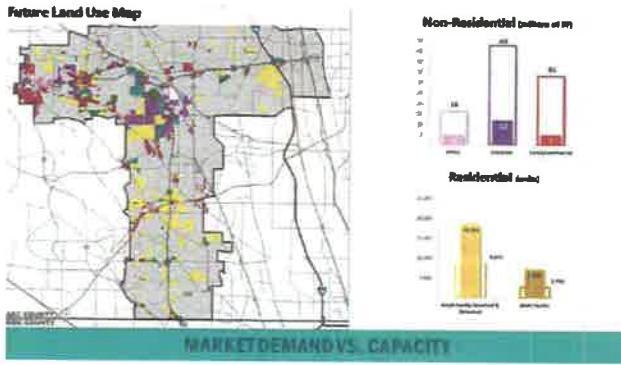


**Location**  
Bluffs, IA

## Corridor Plan for West Broadway

City of Council Bluffs, Iowa | SB Friedman

As a sub-consultant, SB Friedman participated in the development of a plan for the West Broadway Corridor in Council Bluffs, Iowa. Our firm's role included an assessment of market conditions based on primary and secondary sources, evaluation of the types of real estate products both prevalent in and missing from the West Broadway Corridor market, and identification of redevelopment opportunity sites and their relationship to downtown Council Bluffs (and Omaha), Playland Park and other nearby assets. Key physical opportunities included the presence of a vacated freight rail line that could become the route for non-motorized transportation and/or transit. In addition, the planned reconstruction of the I-80/I-26 area at the western end of the study area presented an opportunity to enhance access to the Corridor.



## L 53/120 Corridor Land Use Strategy

Chicago Metropolitan Agency for Planning (CMAP) |  
SB Friedman

SB Friedman provided real estate market analysis and guidance for a transportation and land use strategy related to the proposed Illinois Route 53/120 Corridor roadway project. As part of a team, SB Friedman analyzed the real estate market potential for the Illinois Route 53/120 Corridor in Lake County, Illinois. The proposed roadway project included an extension of Illinois Route 53 and improvements to Illinois Route 120. The project would have provided north/south access through central Lake County, improving accessibility and impacting development potential along the Corridor, which includes portions of 18 municipalities.

**Location**  
Chicago, IL



## Zoning Ordinance Update

Pittsburgh Metropolitan Area | ZoneCo

A modern, streamlined, and updated Zoning Ordinance, with transit-oriented and form-based elements. The Borough of Dormont, Pennsylvania, has engaged the team of ZoneCo and YARD & Company to help modernize its zoning ordinance. As one of Pittsburgh's several transit-oriented inner ring suburbs, Dormont seeks to build on the momentum created by recent regional transit-oriented development planning efforts. The team will craft a zoning ordinance that not only allows for context sensitive infill development and adaptive reuse but enables the borough to capitalize on several light rail stations and bus stops. The process includes active engagement and education; the testing of new ideas and zoning concepts to determine the most appropriate content; and a user-friendly tool to guide growth.

**Location**  
Pittsburgh, PA



**Location**  
Bowling Green, OH

## Gateway District and Full Code Re-Write

**Toledo Metropolitan Area, Population | ZoneCo**

A new Development Pattern District and accompanying standards for a well-traveled Gateway between Downtown and the University in the City of Bowling Green, Ohio. ZoneCo was subsequently retained to write the full code.

The team of ZoneCo and OHM Advisors was selected to create building, use, design and signage standards for the Gateway District in Bowling Green. This district is located in between the charming, walkable, and historic Downtown and Bowling Green State University. The corridor is currently comprised of disconnected commercial uses and the goal is to connect these two walkable places and make the new district human-scaled and pedestrian-oriented while creating an attractive gateway for the City and the University.

ZoneCo created a highly visual and streamlined document, consistent with City branding. ZoneCo was subsequently retained to complete a full re-write of the Zoning Code, which is in the codification module.



**Location**  
Lexington, KY

## Lextran Comprehensive Operation Analysis

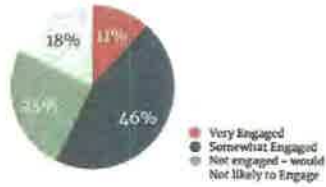
**Lextran | CTG**

Connetics Transportation Group is leading a comprehensive operational analysis (COA) for Lextran in Lexington, Kentucky. The COA is intended to align Lextran's resources with the demand for public transportation services throughout Lexington-Fayette County. The project is being delivered in three phases. The first phase consists of conducting a market and network analysis and needs assessment. The second phase will encompass an on-board origin-destination survey, development of short-term service recommendations, and an implementation plan with a five-year horizon. In the third phase, CTG will provide implementation and scheduling support services. As part of the first phase, CTG completed a market assessment that examined the service area environment and development trends, service area demographic analysis, and travel patterns analysis using location-based services (LBS) data.

## Preliminary Data Overview - Respondents

873

Responses\*



\*All following responses are as of 11/09/21 - 06/08/21



### Location

Lexington, KY

## Public Input Overhaul

LFUCG | CivicLex

In 2021, CivicLex created a process alongside the Lexington-Fayette Urban County Government to evaluate the city's public input process for legislative items and create recommendations for changes. We leveraged research partnerships with the University of Kentucky's Martin School and Transylvania University's Department of Economics to gather input from over 1,000 Fayette County residents. This process utilized outreach through constituent groups and placed ads using dynamic geofencing to reach residents in communities across Lexington. This same process - adjusting engagement efforts in response to real-time incoming data - will help us achieve a statistically sound sample in this engagement process.



### Location

Fayette County, KY

## Study of Fayette County's Nonprofit Sector

Toward Viability | CivicLex

CivicLex recently led an in-depth research process focused on the health of Fayette County's nonprofit sector. This nationally recognized study, titled *Toward Viability*, utilized casual gatherings, surveys, town hall meetings, individual interviews, and more to reach hundreds of Fayette County nonprofit workers. These workers came from over 175 nonprofit organizations and covered over 100 topics of interest. We synthesized the data into a report covering several aspects of Fayette County's nonprofit workforce. Topics for this study included: health and equity conditions in the workplace, the viability of workforce retention, and recommendations for building a healthier nonprofit sector in the county.



## Imagine Lexington - Nicholasville Road

LFUCG | Rasor Communications

As part of the 2018 Imagine Lexington Comprehensive Plan, the Lexington Area Metropolitan Planning Organization, in partnership with the City of Lexington’s Division of Planning, chose US 27/Nicholasville Road as the first key corridor in Lexington to undergo focused planning. The goal was to complete a coordinated corridor land use plan and transportation study that identified opportunities for intensifying residential and mixed land uses and improving multi-modal travel along the corridor, including adding bus rapid transit (BRT) as a possible transit mode. Gathering public and stakeholder input throughout the development of the corridor plan was an integral part of the study process.

As the project team’s communications partner, Rasor developed the outreach plan for the project which clearly defined communications goals, objectives, strategies, and the tactics that the team would use to engage the public and stakeholders in the process.

**Location**  
Lexington, KY



**Location**  
Lexington, KY

## Winburn and Russell Cave Neighborhoods Small Area Plan

Lexington-Fayette Urban County Government | EHI

EHI recently completed a small area plan for that incorporated the Winburn and Russell Cave neighborhoods in Lexington, KY. The small area plan encompassed several neighborhoods with differing socioeconomic conditions and diverse character, as well as mixed housing densities and types. Some of the neighborhoods were constructed from the late 1960s to early 1970s, while others were constructed in more recent years. Although each neighborhood represents distinctive qualities, each shares similar suburban characteristics and a general lack of connectivity. The area is unique based on its socio-economic, demographic and locational attributes, however, the development patterns over time resulted in an area with fragmented and isolated residential islands.





# References

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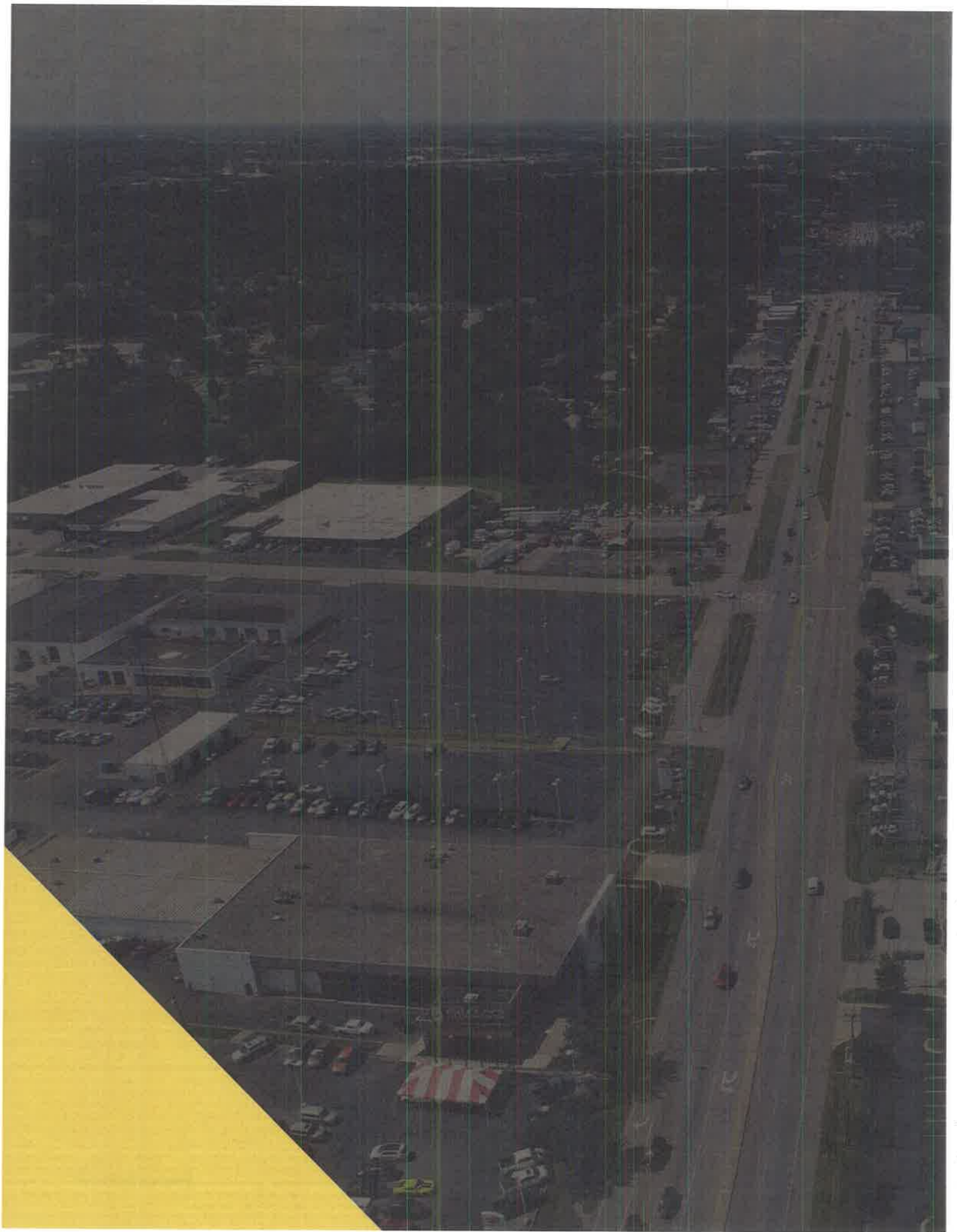
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Parkland Plaza Parking  
Lot Retrofit, Louisville, KY



An aerial photograph of a residential neighborhood, showing a mix of houses, trees, and a large building in the foreground. The image is in grayscale and serves as a background for the text.

Section 4.0  
**Project Approach**

# Project Approach

Our team’s project approach is based on our experience, the clearly outlined tasks from the provided RFP as well as detailed review of the Nicholasville Road process and final product. While the corridors face distinctly different challenges, our team recognizes much was learned through the initial process that can be helpful and applied to this process.

One key differentiator for our approach is our intent to include the Engage, Connect and Build team experts in each task. While each team member’s role and involvement may fluctuate, we recognize each of these critical elements need to be at the table throughout the process. This ensures mobility systems, urban design, policy decisions and community vision are well integrated throughout.

## Tasks



Existing  
Conditions  
Review/Report



Market  
Analysis



Public &  
Stakeholder  
Engagement



Redevelopment  
& Land Use  
Scenarios



Conceptual  
Plans for  
Catalyst  
Sites



Corridor  
Design  
Standards



**Neighborhood  
Transitions &  
Connectivity**



**Identify  
Transportation  
Impacts and  
Potential  
Solutions**



**Develop a  
Regulatory  
Framework  
for Plan  
Implementation**



**Street Cross  
Sections**



**Identify  
Innovative  
Strategies  
for Plan  
Implementation**



**Develop a  
Prioritized  
List of  
Transportation  
Improvements**



## **Task 1** **Existing Conditions Review/Report**

Two key factors differentiate our team's approach to existing conditions collection. First, we have an in-depth understanding of locally available data through the public data portal and past work with the Lexington Area MPO and Lextran. This knowledge allows us to efficiently create base data to assess key issues and opportunities along the corridor. Second, we understand the importance of story-telling. As the initial task and ultimately basis for all recommendations, it will be vital to be able to communicate what we call the "so what?" of each data set. Communicating this information in a way that is approachable and useful to diverse audiences is nuanced

and important. This is why our award-winning communication strategies and engagement team will be an important asset to this task.

Final deliverables will include each of the requested data sets from the RFP and our Engage team will work closely with your team and key stakeholders to develop clear graphic and narrative summaries that lay out the charge. These deliverables will be documented in the final report and will be useful in public outreach strategies like social media, the project portal and more.



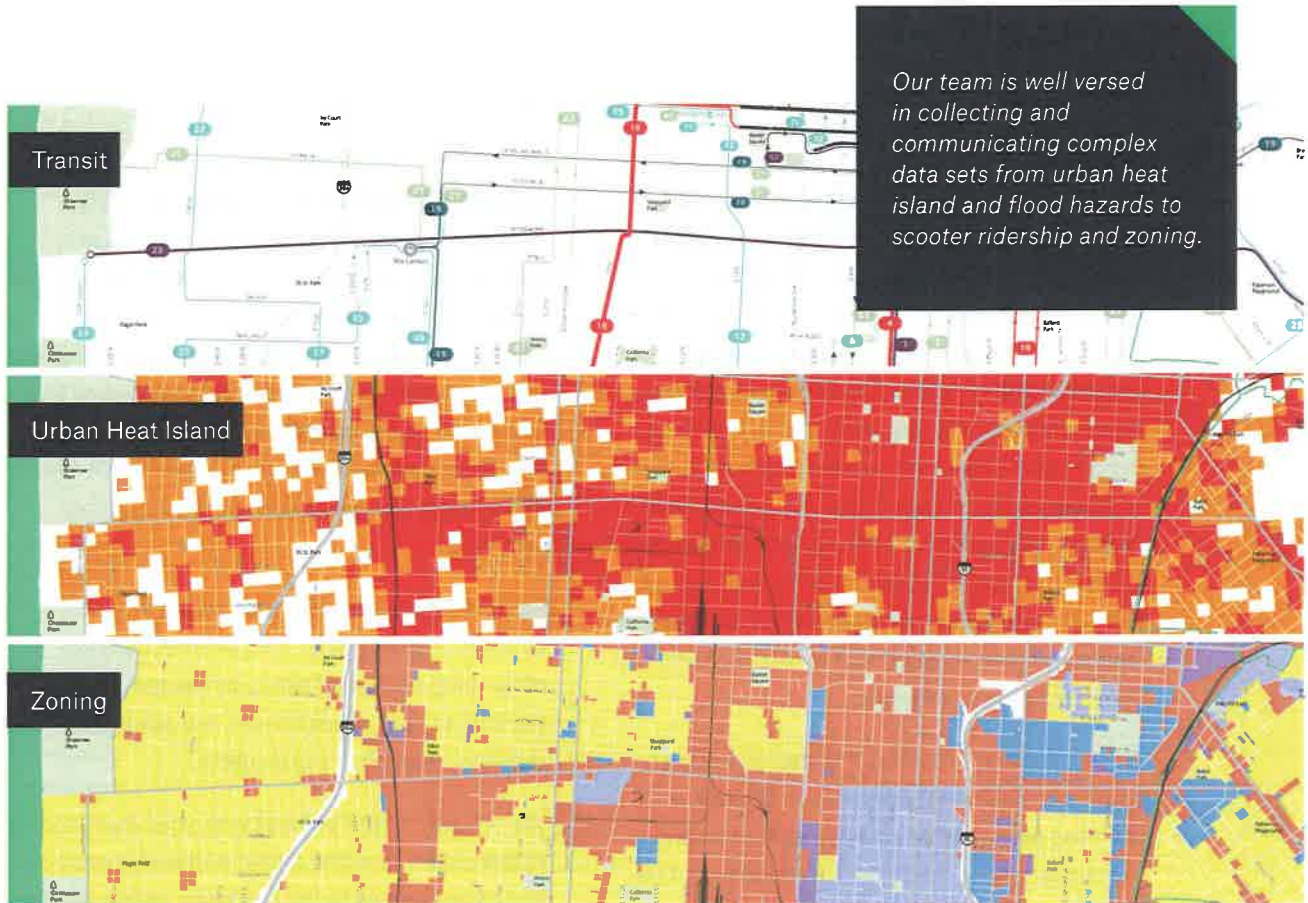
## **Task 2** **Market Analysis**

Led by SB Friedman, who we have collaborated with on corridor plans before, our team will take a data-driven approach to uncovering market potential by evaluating and reconciling supply and demand with insights from local "key informants" – brokers, developers, housing professionals, and local stakeholders.

Given the desire to envision a corridor that is better connected with surrounding neighborhoods and provides housing, we will conduct a high-level market assessment primarily for residential and retail/commercial uses, drilling down to the Northeast New Circle Road corridor to evaluate market potential for redevelopment.

Our team will dig deeper into demographic characteristics and projected changes in population by age and income, as well as competitive residential product in the area, to evaluate the market potential for new residential multifamily development and affordable housing.

We will evaluate competitive developments and case studies of aspirational projects to understand typology, scale, pricing, displacement prevention strategies and absorption potential and uncover potential market challenges. Potential for commercial development will be ascertained by synthesizing current market trends, existing supply and potential demand, based on key demand generators by land use including population and employment growth. Interviews with local brokers and developers will be used to confirm our findings and gain additional insights, with the goal of identifying a market-driven vision that can be realized. The recommendations will focus on short-term incremental opportunities that acknowledge and integrate local residential and business communities while building towards a long-term, community-driven vision.







### **Task 3**

## **Public & Stakeholder Engagement**

Our team is built for public engagement. As your team points out in the Imagine Lexington Public Engagement tool kit, “The optimal form of engagement is between consulting and collaborating with the community.” For Northeast New Circle Road we recognize the nuanced approach that is required to engage the diverse constituencies who live, work and travel along the corridor. This is why we created such a robust and passionate Engage Team. We have tasked CivicLex, led by Richard Young, a Northeast New Circle constituent himself, with driving our public outreach strategies; his organization is focused on increasing civic engagement across the City, and CivicLex has proven results.

We will deploy a number of tested and proven public outreach methods through the entire planning process that we have refined during the challenges of the COVID-19 pandemic. One differentiator for our team will be our ability to build on our already robust database of contacts along this corridor. CivicLex has engaged

thousands of residents, and has developed a database that is topic and geographically organized as a starting point for this project. Because of the diversity of outreach required, we suggest using engagement methods that are traditional, like planned public meetings, pop-ups, and tours, paired with grassroots strategies like canvassing businesses along the corridor, targeted focused social media, and utilizing mobile friendly digital tools like our project portal and direct text tools.

Additionally, our team is well suited to lead successful stakeholder involvement because of our long standing history in the community working in land development, transportation, and neighborhood planning projects.

We will work hand in hand with your team and key stakeholders to refine a final public outreach plan that is responsive to the corridor’s needs and that fits the project schedule and budget.



### **Task 4**

## **Redevelopment & Land Use Scenarios**

With the market analysis completed in Task 2, our team will work closely with the client team and key community stakeholders to prepare a database and map of development opportunities. This information will be informed by the recent Sustainable Growth Plan research and overlaid with the market analysis to prioritize opportunities.

The Land Use scenario maps will be driven by the market assessment and informed by early public input regarding community need and vision for the corridor. These scenarios will be translated into high level development potential metrics and serve as the foundation for catalytic site planning and transportation needs.



*Muhammad Ali Corridor Plan - Louisville, KY*

## 5

### **Task 5** Conceptual Plans for Catalyst Sites

Informed by data collection, market analysis, public and stakeholder input and the client team's recommendations, we will develop up to three conceptual plans for catalytic sites. The catalytic concept plans will test incremental and long-term visions for sites that may be of vastly different scales and respond to diverse contexts, from employment focused to opportunities for transit-oriented development

or new neighborhood town centers. Central to each catalyst site will be the development of strategies focused on local community needs, from potential community benefit agreements to tools to avoid displacement.

Our team will develop sketch-level concepts to start this process. We suggest hosting collaborative virtual workshops through our online platform, Miro, a limitless whiteboard,

where the client team and stakeholders can work with our experts to give feedback and refine ideas in real-time.

Ultimately, members of our Engage, Connect and Build teams will inform and develop final concept plans that fit within the Imagine Lexington framework, support Sustainable Growth goals, and suggest potential policy adjustments to achieve these goals both in the short and long term.

# 6

## **Task 6** Corridor Design Standards

The goal of design standards isn't to overcomplicate development processes, but rather to ensure that the identity, quality and community vision are integral to development and infrastructure as growth occurs over time. With our team's previous experience developing corridor design standards and our understanding of how design standards impact development processes, we will lay out a set of standards that encourages

appropriate density, connectivity, sustainability, and an equitable and inclusive public realm.

The guidelines will be developed and tested as a component of the conceptual catalytic plans. This will allow our team to test different guidelines on various contextually appropriate land use and site scenarios.

# 7

## **Task 7** Neighborhood Transitions & Connectivity

As we all know, the transitions and connectivity between the uses fronting Northeast New Circle Road and the adjacent neighborhoods are one of this effort's key challenges. At a high level, our team suggests starting by identifying potential opportunities for improving connectivity, emphasizing feasibility while considering issues related to land ownership and physical site constraints that limit connections. Improving connectivity will be paramount for addressing

and improving transitions between the corridor and adjacent neighborhoods. Issues related to density, existing frontages, space limitations and overall connectivity will shape the opportunities. These issues will be assessed at a high level and integrated with more detail through the conceptual catalytic site plans to illustrate potential opportunities and solutions.



# 8

## Task 8 Identify Transportation Impacts and Potential Solutions

Our team is well-versed in assessing the potential impacts of infill development on traffic patterns and developing solutions for them. Our team can identify high-priority issues and develop opportunities for improvement that are context-sensitive through traffic demand modeling based on assumed growth rates, planned developments and planned mobility improvements. This study will identify strategies to reduce the need for short-distance vehicular trips by creating a well-integrated land use and mobility framework. We have assessed these types of impacts before on a high-volume KYTC corridor during the design of Town Branch Commons. Gresham Smith led the travel demand modeling to evaluate potential impacts from developments like City Center and measured the removal of trips through the addition of multimodal amenities and trip redistribution. These strategies, along with additional improvements to Lextran's connectivity and service, can reduce short-distance trips and better balance the overall transportation system.

*Understanding trade-off's is crucial for corridor planning. This process will allow our team to work with the community to understand their priorities and values to inform planning decisions.*

### Complete Street Trade-offs Broadway Master Plan

**SAFETY**

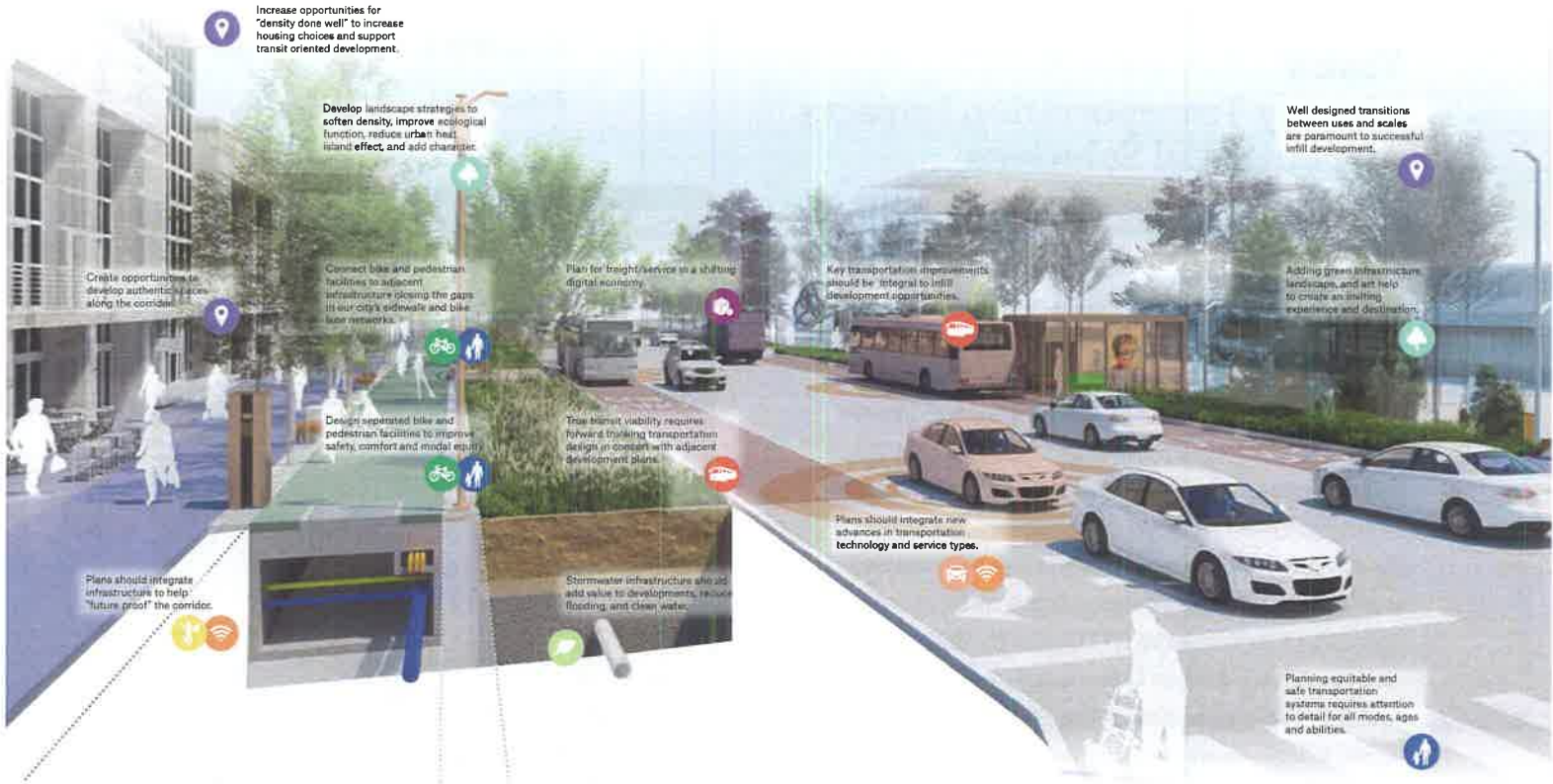
- SEPARATING EDGES OF TRANSPORTATION:** Illustrates the separation of different modes of transport.
- SLOWER SPEEDS FOR VEHICLES:** Shows a speedometer icon indicating a reduction in vehicle speed.
- Land use:** Includes 'Limited space' and 'Safe - walkable' (noting that 'Dedicated facilities can be costly').
- Performance:** Notes a 'Potential increase in travel time' and 'Less severe interactions with multimodal users'.
- Efficiency:** States '40% more' and '80% of users'.

**ACCESS**

- TRANSIT:** Focuses on 'DIRECT ACCESS TO DESTINATIONS', 'POTENTIAL FOR MORE CONFLICT POINTS', and 'PRIORITIZE TRANSIT'.
- Land use:** Discusses 'Better overall connectivity', 'Better access to jobs', and 'Safety implications'.
- Performance:** Mentions 'More stops equals less efficiency' and 'More stops equals faster arrival times'.
- Efficiency:** Notes 'More opportunities for traffic calming' and 'Dedicated transit lanes'.

**COMFORT**

- TRANSIT:** Focuses on 'DEDICATED SPACE FOR EACH USE', 'FINISHES / AMENITIES', and 'THE ENVIRONMENT'.
- Land use:** Includes 'Flexibility for the future', 'Limited space', and 'Cost and maintenance'.
- Performance:** Notes 'Pride in project and community' and 'Improve environmental / heat island issues'.
- Efficiency:** Mentions 'Cost and maintenance'.



# 9

## Task 9 Develop a Prioritized List of Transportation Improvements

Our team will prepare a prioritized list of transportation improvements of incremental opportunities that offer the greatest potential impact for safety, connectivity and economic return on investment. We will develop the priorities through a series of metrics, including but not limited

to complexity, safety, cost, roadway capacity impacts, and relationship to development opportunities. These priority projects will be described within the overall regulatory plan and include innovative strategies for implementation. Understanding the needs and implementation steps and agency coordination

for recommendations related to LFUCG, KYTC, FHWA, or Lextran facilities will be critical to this list. Our team has worked for years with each agency and is confident in our ability to plan short- and long-term solutions for the corridor.

10

### **Task 10** **Street Cross Sections**

Our team will develop sample roadway cross sections for key character areas and roadway types along Northeast New Circle Road. These cross sections will be produced as 3D axon graphics that clearly illustrate the relationship to adjacent development and dimensional requirements as laid out in the corridor design guidelines. Developing these diagrams in a way that is legible for not only technical experts, but community stakeholders is important for communicating the potential, need and impact planned improvements may have.

11

### **Task 11** **Develop a Regulatory Framework for Plan Implementation**

The regulatory framework for Northeast New Circle Road will ultimately need to respond to the community vision, transportation priorities and development feasibility. Different than Nicholasville Road, the regulatory framework here may not be totally dependent on transit stop locations, but rather take a broader look at key opportunities for new development and have a robust relationship with all transportation activities. This corridor will also require thought around industrial land uses, and commercial hubs that may require nuanced attention.

12

### **Task 12** **Identify Innovative Strategies for Plan Implementation**

Our team thrives in thinking creatively for implementing projects, from our work helping clients win hundreds of millions of dollars in transportation related grants to our local team of urban designers connecting developers to over one million dollars in stormwater quality grants in Lexington. We are comfortable getting outside the box and have a proven track record of doing so. We recommend developing an implementation plan that works in concert with both priority transportation projects and seeks to find willing development partners and lay out a framework for incremental development opportunities along the corridor now. We'll leverage SB Friedman's experience developing strategies/programs to support small local businesses (e.g., assisting

cities in purchasing properties before an area gentrifies; develop property tax abatement/support programs to hedge against rising property values). Additionally, the project team may develop strategies tying together municipal infrastructure investment and community benefit goals. For instance, where physical improvements are needed for buildings or within the public realm to support any emerging business clusters and considering programs to support existing entrepreneurs or incubate emerging businesses.

Our team is implementation-focused and understands how policy and plans can be put into action for communities.

# We take pride in achieving predictable and repeatable project successes for our clients.



These successes are earned by having skilled project managers, a proven project management approach, cohesive project teams, and thoughtfully developed and well-executed project plans. The clarity and consistency of our project management approach offers you a clear understanding of how our team will work with you through each phase of your project. *We are focused on your success.*

Quality is at the heart of our five-phase project management approach, which includes pursuing, planning, executing, monitoring and controlling, and close-out. During each phase, our trained PMs are responsible for ensuring their teams conform to documented procedures that comprise of our firmwide Quality Management System. They combine specialized software with proven project management techniques to monitor and control each project. Our approach provides clear expectations for the entire project team throughout the project lifecycle, from pursuit when we begin developing a project plan to close-out when we inventory what we learned.

Without question, Gresham Smith's project management approach leads to well-managed projects, efficient project execution, high quality deliverables, successful project outcomes, and your happiness with a completed, successful project.



# Quality Matters

Quality is ultimately defined by our clients. We believe successful projects require the development and implementation of a project plan that is focused on delivering desired outcomes and built on a proven method of project delivery, clearly defined roles and responsibilities, frequent and effective communications, and continuous monitoring and control. We are committed to a successful outcome that results in long-term relationships with our clients.

**Our Quality Management System drives quality throughout the project life-cycle through the following five steps:**



▼ Plan

Charter the project toward successful execution

▼ Perform

Execute the plan; monitor and adjust as needed

▼ Verify

Regularly confirm that the project is meeting quality standards

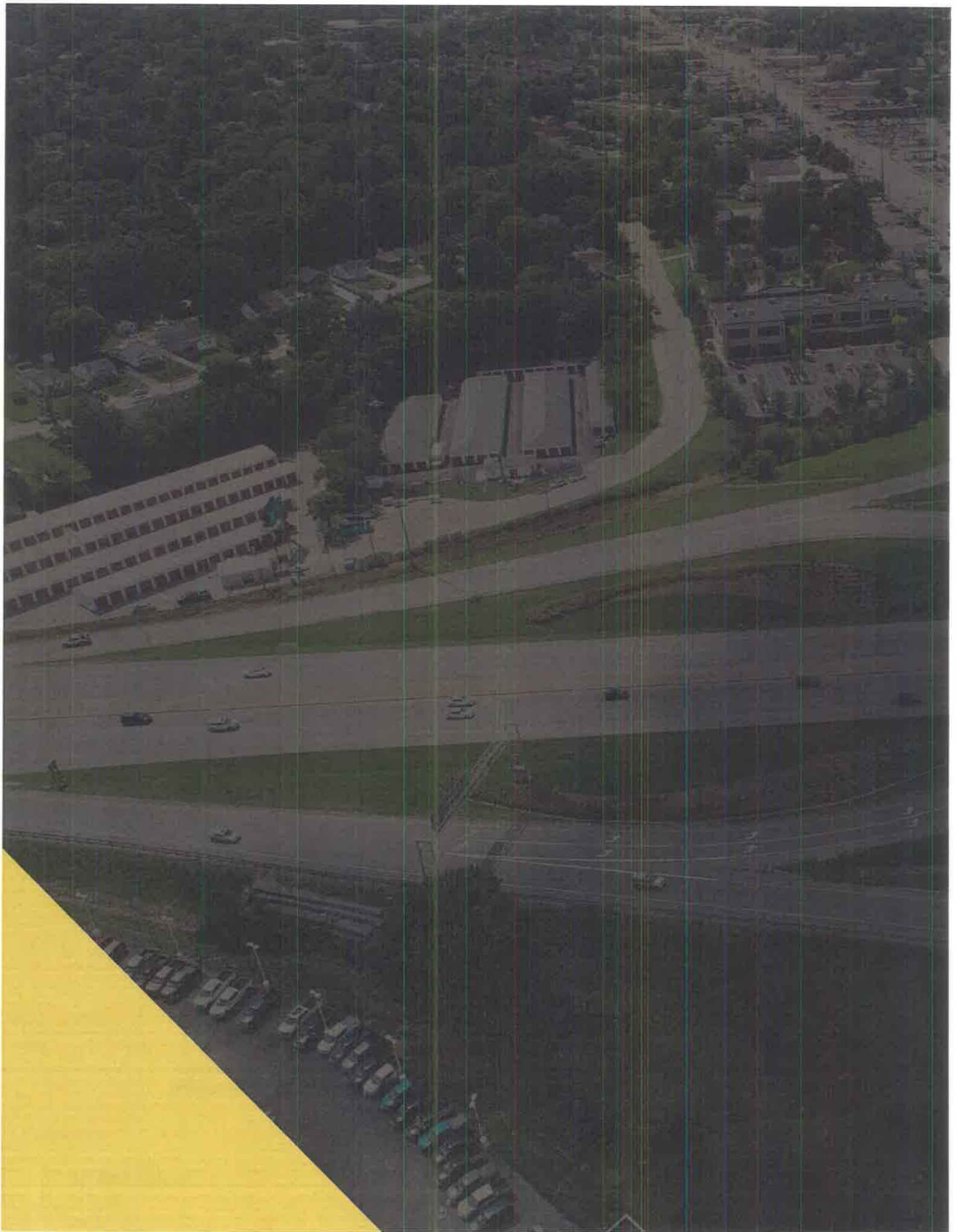
▼ Discover

Gather and evaluate project metrics for continual improvements

▼ Improve

Implement improvements to our process based on project learning



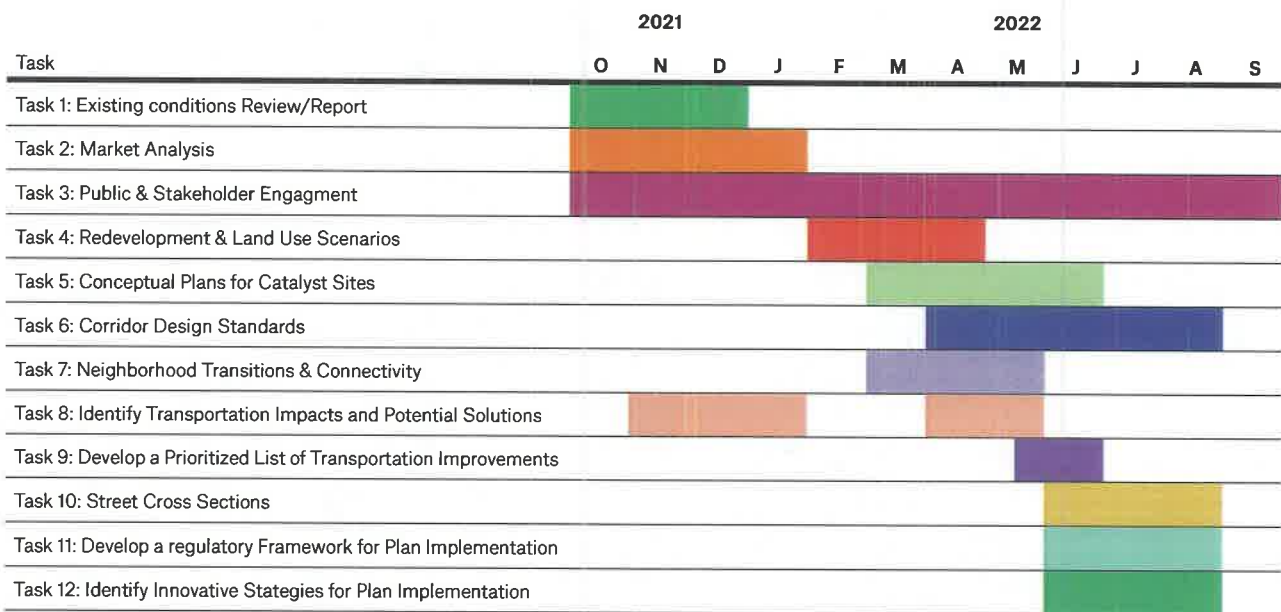


An aerial photograph of a highway interchange and surrounding urban area. The image shows a multi-lane highway with several overpasses and ramps. The surrounding area includes various buildings, parking lots, and trees. The text "Section 5.0 Schedule" is overlaid on the right side of the image.

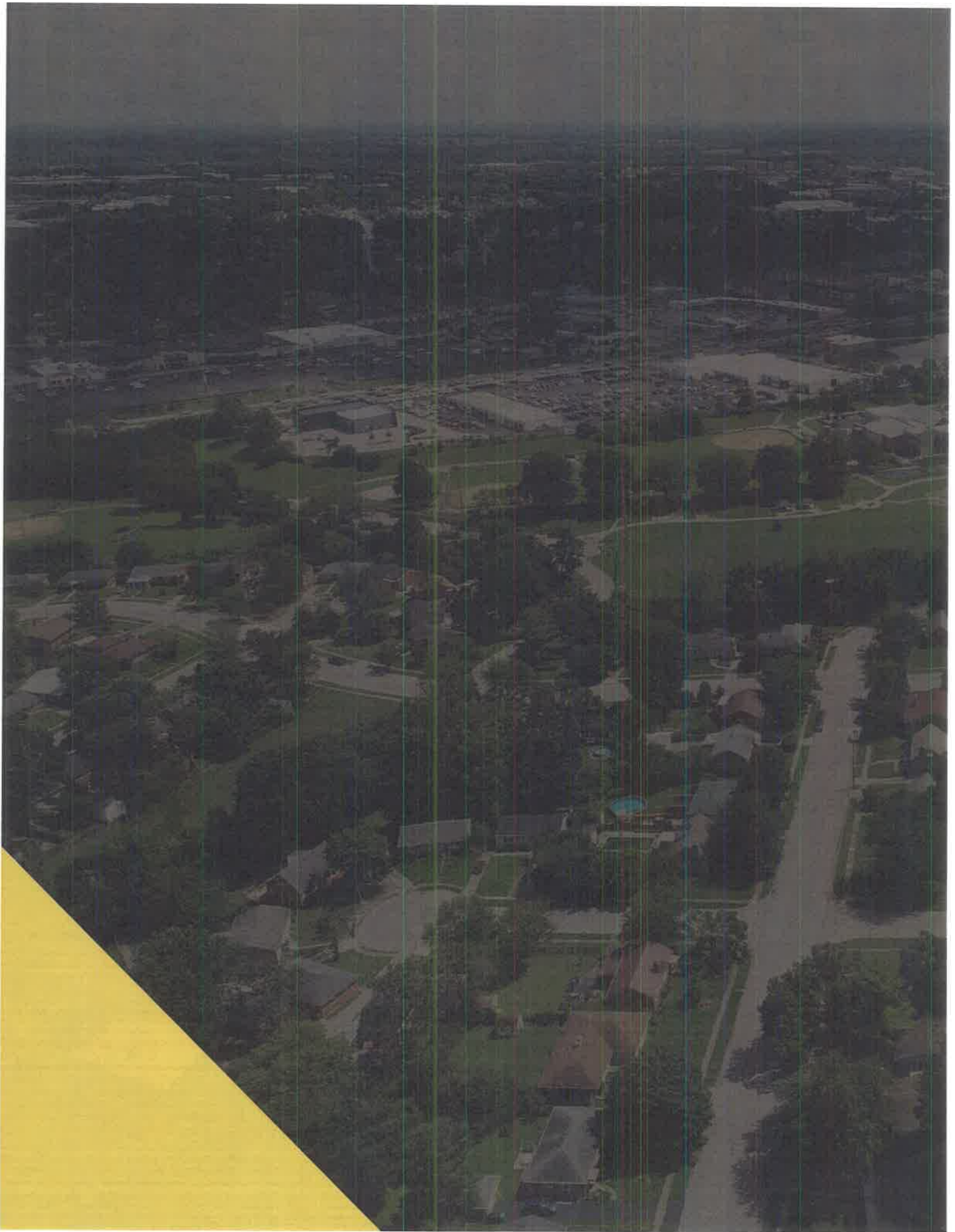
Section 5.0  
**Schedule**

# Schedule

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







An aerial photograph of a suburban area. In the upper left, there is a large commercial or industrial complex with several large, flat-roofed buildings and extensive parking lots. To the right of this complex is a large, irregularly shaped pond surrounded by trees. The rest of the image shows a dense residential neighborhood with many houses, streets, and trees. The overall tone is dark and somewhat desaturated.

Appendix  
**Resumes**



## Louis R. Johnson, PLA, ASLA

### Project Executive | Gresham Smith

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

As Project Executive, Louis will ensure that the Northeast New Circle Road process is always at the forefront and that our team is delivering to your expectations.

#### Years of Experience

13

#### Education

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

#### Registrations

Landscape Architect: KY

## Relevant Projects

Louisville Metro - Eastern Parkway Transportation Plan, Louisville, KY

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

LFUCG - Coldstream Industrial Campus Master Plan, Lexington, KY

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

Frontier Highway - Northland Drive Stormwater Improvements, Lexington, KY



## Erin Hathaway, PLA, ASLA

### Project Manager | Gresham Smith

Erin Hathaway is one of our best project managers and a practicing landscape architect with over 13 years of experience. Erin has extensive experience across the country as well as here in Lexington including the Coldstream Industrial Campus Master Plan, Oakdale Affordable Housing, and Lexington Historic Courthouse Renovation. Active in the Lexington community, she was recently appointed to LFUCG's Courthouse Area Design Review Board.

As Project Manager, Erin will be responsible for leading the entire project team through all phases of the project. She will be the day-to-day contact and coordinate between LFUCG and the design team. Additionally, she will establish the overall planning process and manage the engagement to achieve the vision and goals for the project, on schedule and in budget.

#### Years of Experience

13

#### Education

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

#### Registrations

Landscape Architect: KY

## Relevant Projects

Beargrass Development - Oakdale Development, Lexington, KY

LFUCG - Coldstream Industrial Campus Master Plan, Lexington, KY

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

University of Kentucky . Bicycle Master Plan 2020, Lexington, KY



## Curt Jackson, PLA, ASLA, LEED AP

### Senior Landscape Architect | Gresham Smith

Curt believes every plan begins with taking local surroundings and history into account; that new designs can be modern in nature, but still have the familiar connections and accents the space needs to create that comforting connection to its users. With over 14 years of experience, he continues to challenge his knowledge and expertise.

Curt will be a leader on the catalytic site plans bringing his extensive development planning expertise to the table. Curt is currently leading the site plan and development process for the Oakdale Affordable Housing development in Lexington, KY.

#### Education

Bachelor of Landscape Architecture, Landscape Architecture, University of Georgia

#### Registrations

Landscape Architect: GA

## Relevant Projects

LFUCG - Charles Young Park, Lexington, KY

Beargrass Development, LLC - Oakdale Development, Louisville, KY

Piedmont Healthcare - Waterhub at Piedmont Atlanta Hospital, Atlanta, GA

Cobb County DOT - Chattahoochee River Trail Pedestrian Improvements Phase 1 - Preliminary Plans, Marietta, GA

Beargrass Development - Oakdale Development, Lexington, KY



## Katie Rowe, P.E., AICP

### Transportation Engineer and Planner | Gresham Smith

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

#### Years of Experience

13

#### Education

Bachelor of Science, Engineering, University of Southern Indiana

#### Registrations

Professional Engineer: KY

## Relevant Projects

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

University of Kentucky - Bicycle Master Plan, Louisville, KY

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

Louisville Metro - Eastern Parkway Transportation Plan, Louisville, KY

Town of Waxhaw - Downtown Pedestrian/Bicycle Facility Enhancements, Waxhaw, NC

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

KYTC - KY 22, Owenton, KY

Lexington-Fayette Urban County Government (LFUCG) - Sidewalk Connectivity Projects, Lexington, KY





## Arlen Sandlin

### Senior Roadway Engineer | Gresham Smith

Arlen is a senior transportation engineer with experience on highway projects ranging from small urban developments to major arterials and interstate highways. He has training and experience with Context Sensitive Design for highways and bridges to minimize and/or mitigate human and environmental impacts. He is involved with every phase of the highway design process, including preliminary planning studies, alignment studies, public involvement, field survey oversight, drainage design, geometric design, structure layout, maintenance of traffic, right-of-way plan development, utility avoidance and relocation design, and final plan development.

#### Education

Bachelor of Civil Engineering, Civil Engineering, University of Kentucky

#### Registrations

Professional Engineer: KY

## Relevant Projects

Louisville Loop Trail at McNeely Lake Park, Louisville, KY

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

Louisville Metro Parks - Louisville Loop Trail at McNeely Lake Park, Louisville, KY

Kentucky Transportation Cabinet KYTC - Highway Safety Improvement (HSIP) Program, Louisville, KY

Boone County Public Works - Conner Road MUP, Hebron, KY

Purchase District Health Department - Bike/Ped Plans, Paducah, KY



## Morgan Dunay

### Landscape Designer | Gresham Smith

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

#### Years of Experience

1

#### Education

Bachelor Degree, Landscape Architecture, University of Kentucky

## Relevant Projects

Louisville Metro - Eastern Parkway Transportation Plan, Louisville, KY

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

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

TreesLouisville - Parkland Plaza, Louisville, KY

LFUCG - Coldstream Industrial Campus Master Plan, Lexington, KY

Beargrass Development - Oakdale Development, Lexington, KY

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



## Andrea Cull, P.E.

### Transportation Engineer | Gresham Smith

Andrea joined Gresham Smith right after school to support the firm's Louisville office. Andrea takes a holistic approach to roadway design as she believes working on all aspects of the process produces a better product. She has completed multiple traffic impact studies as well as traffic modeling for Louisville and Lexington. She has also completed signal plans and lighting photometrics to meet municipal and KYTC standards. She enjoys being able to employ her creativity and problem-solving skills to complex roadway and traffic designs.

#### Years of Experience

9

#### Education

Master of Science, Civil Engineering, University of Kentucky

Bachelor of Science, Civil Engineering, University of Kentucky

#### Registrations

Professional Engineer: KY

## Relevant Projects

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

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

Louisville Metro - Eastern Parkway Transportation Plan, Louisville, KY

River Road Shoulder Examination, Louisville, KY

City of Roswell - Big Creek Parkway Planning, Environmental and Design, Roswell, GA

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



## Mike Sewell, P.E., LCI

### Senior Transportation Engineer | Gresham Smith

Mike serves as Gresham Smith's active transportation service line leader bringing more than 20 years of experience in the planning, design and implementation of transportation projects. Leading projects ranging from rural roadways to major multimodal planning initiatives, Mike has spent the majority of his career focused on complete streets and right-sizing our roadways for all users. A daily bike commuter himself, Mike's advocacy efforts for bicyclists and pedestrians have helped forge many important relationships within the local communities he serves and the broader transportation industry. His dedication to his profession has led to recent co-authoring of the widely used NCHRP 880 as well as testifying to Congress in the spring of 2019 on the importance of better funding and planning for bicycle and pedestrian safety.

#### Years of Experience

25

#### Education

Master of Engineering, Civil Engineering, University of Louisville

Bachelor of Civil Engineering, , University of Louisville

#### Registrations

Professional Engineer: KY

## Relevant Projects

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

Louisville Metro - Eastern Parkway Transportation Plan, Louisville, KY

LFUCG - Town Branch Commons, Lexington, KY

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

University of Kentucky . Bicycle Master Plan 2020,



## Joel Morrill, P.E., RSP1

### Senior Roadway Engineer | Gresham Smith

Joel has decades of transportation engineering experience. He is skilled in management and oversight of engineering and planning efforts, client and public interaction, and construction management. He understands how to stretch limited funds to implement safety improvements helping to reduce crash risks, while maintaining and improving operations and access management along corridors and at intersections.

#### Years of Experience

26

#### Education

Bachelor of Science, Civil Engineering, Union College

#### Registrations

Professional Engineer: KY

Professional Engineer: TN

## Relevant Projects

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

Louisville Loop Trail at McNeely Lake Park, Louisville, KY

KYTC - KY 22. Performance-Based Practical Design, Owenton, KY

KYTC - US 68 (West 7th Street), Madisonville, KY

Louisville Metro - Rangeland Road, Louisville, KY

Louisville Metro - Hubbards Lane Widening, Louisville, KY

Louisville Metro - Buechel Bank Road Redesign, Louisville, KY

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



## Saa Shemsu, E.I., Assoc. DBIA

### Water Resources Engineer | Gresham Smith

As the former Field Services Manager for Montgomery County (OH) Environmental Services, Saa is an experienced utility manager and water resources engineer. He brings years of knowledge of construction management, water reclamation plant operations, flow monitoring, infiltration/inflow (I/I) field investigation, water quality sampling, hydraulic modeling, engineering design, professional services selection, and spread-sheet development and analysis. His ability to combine technical capabilities with management, leadership, organization, client relation, and mediation skills is priceless to the Gresham Smith team.

#### Years of Experience

24

#### Education

Bachelor of Science, Agricultural Engineering, Ohio State University

## Relevant Projects

Greater Cincinnati Water Works - Western Hills Pump Station Supply, Cincinnati, OH

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

Greene County (OH) Sanitary Engineering Department - S18-4 Clifton WRRF Replacement, Xenia, OH

City of Columbus - Holt Avenue and Somersworth Drive Stormwater System Improvements, Columbus, OH

City of Columbus DPU - Jackson Pike WWTP Floodplain and Stormwater Improvements, Columbus, OH



## Brandon A. Bell, AIA

### Senior Architect | Gresham Smith

Brandon has more than 19 years of experience working on multifamily and mixed-use projects. He has been involved with the design, documentation and construction of thousands of units in 14 states nationwide—including more than 25 projects in Tennessee. Brandon's deep passion for creating residential habitats is reflected in the functional, adaptable, and efficient spaces that he designs. His understanding of both local market conditions and changing generational trends allows him to provide design solutions that benefit both the client and the end user.

#### Years of Experience

20

#### Education

Bachelor of Architecture, Architecture, Drury University

#### Registrations

Architect: TN

## Relevant Projects

JLL- Clarks Landing, Clarksville, IN

Fifth + Broadway - Mixed-Use Development, Nashville, TN

Medpace - Madison Square Mixed-Use Development, Cincinnati, OH

1010 Church Street at Nashville Yards – Future Home of Amazon in Nashville, Nashville, TN

Uptown Nashville - Mixed-Use Master Plan, Nashville, TN

Nashville Yards - Mixed-Use Urban Development, Nashville, TN

The Residences at Parke West, Nashville, TN



## Fran Lefor Rood, AICP

### Market Analyst | SB Friedman

Fran brings expertise in analyzing market conditions and recommending strategic redevelopment options to inform policy and development decisions, as well as determining the financial feasibility of development. Her experience includes: a market analysis and implementation strategies for a corridor study in Chicago, Illinois; a market study and economic assessment for a corridor plan in Cobb County, Georgia; and a market analysis for a proposed limited-access highway in Illinois as part of a land use planning effort spanning 18 communities. She has also led a market analysis as part of a comprehensive plan update in Libertyville, Illinois, and is currently developing an implementation strategy for a key corridor.

#### Education

Master of Science, Urban Planning & Policy, University of Illinois at Chicago

Bachelor of Arts, Public Policy, University of Chicago

#### Memberships/Affiliations

American Planning Association/American Institute of Certified Planners (AICP)

Council of Development Finance Agencies

## Relevant Projects

Chastain Road Corridor Market Study, Cobb County, GA

Cicero Avenue Corridor Study, Chicago, IL

CMAP IL 53/Route 120 Corridor Transportation & Land Use Strategy, Lake County, IL

Matteson Economic Development and Land Use Master Plan, Matteson, IL

Momentum Midland Redevelopment Advisory Services, Midland, MI

Corridor Implementation Strategy, Libertyville, IL

East Arapaho/Collins Redevelopment Study, Richardson, TX



## Caitlin Johnson, AICP

### Market Analyst | SB Friedman

Caitlin specializes in economic development, land use planning and public-private financing tools. She has expertise in market analysis and redevelopment strategy, focusing on the interplay between transportation and land use. Caitlin utilizes a data-driven approach to evaluate development opportunities, guide the use of public assistance, and inform land use decisions. Her experience at SB Friedman includes conducting a market study for a commercial corridor in Cobb County, Georgia; a land use and economic analysis of a transportation corridor in Pinellas County, Florida; and a market assessment for office, retail and residential land uses for a pilot TOD plan for a proposed BRT line in Tampa, Florida.

#### Education

Master of Science in City Design and Social Science, London School of Economics

Master of Business and Master of Arts in Community Development and Planning, Clark University

Bachelor of Arts in Economics, Wheaton College

#### Memberships/Affiliations

American Planning Association/American Institute of Certified Planners (AICP)

## Relevant Projects

Chastain Road Corridor Market Study, Cobb County, GA

Land Use & Economic Analysis for the US 19 Corridor, Pinellas County, FL

TOD Pilot Grant Program, Tampa, FL

Town Center Community Improvement District Master Plan, Cobb County, GA

CAMP IL53/Route 120 Corridor Land Use Strategy, Lake County, FL

Comprehensive Plan Updates, Various Locations, IL



## Dan Nelson

### Transit Planner | Connetics Transportation Group

Dan brings nearly 15 years of experience leading and supporting transit planning, design, and program management contracts across the United States. Dan's areas of expertise include short-range bus service planning, operations planning and cost estimating for corridor projects, and implementation support services including O&M contract management, fare policy development, and Title VI analyses.

#### Education

Master of Science, Urban Planning, University of Kansas  
Bachelor of Science, Geography, University of Kansas

#### Memberships/Affiliations

American Institute of Certified Planners #025750  
American Public Transportation Association

## Relevant Projects

Lextran - Comprehensive Operations Analysis (COA),  
Lexington, KY | *Project Manager*

TARC - COA and Long-Range Plan, Louisville, KY |  
*Project Manager*

Algiers and New Orleans - East Service Planning, New  
Orleans, LA | *Project Manager*

HART - Network Evaluation and Short-Term Service  
Plan, Tampa, FL | *Project Manager*

DART - Comprehensive Operations Analysis Update,  
Dallas, TX | *Senior Planner*



## George Maier

### Transit Planner | Connetics Transportation Group

George brings a diverse skillset from the geographical sciences to solve varied and complex challenges in the transit planning arena. Since joining CTG in 2013, he has made key contributions to transit planning projects including Comprehensive Operations Analysis (COAs), Transit Development Plans (TDPs), and corridor studies. He excels in geographic storytelling, utilizing spatial and temporal datasets to describe latent trends and relationships in clear and concise language and visuals.

#### Education

Masters of Science, Geography, University of Georgia  
Masters of Science, Civil Engineering, Georgia  
Institute of Technology  
Masters of Science, Urban Planning, Georgia Institute  
of Technology  
Bachelor of Science, Geography, University of Georgia

## Relevant Projects

Lextran - Comprehensive Operational Analysis,  
Lexington-Fayette County, KY | *Senior Planner*

TARC - COA and Long-Range Plan, Louisville, KY |  
*Senior Planner*

Petersburg Area Transit (PAT) - 2019-2028 Transit  
Development Plan and Transit Strategic Plan,  
Petersburg, VA | *Senior Planner*

Greenlink - Comprehensive Operations Analysis,  
Greenville, SC | *Senior Planner*



## Sean Suder, LEED AP

### Senior Urban Planner | Zone Co.

As a city planner and lawyer who has worked in both the private and public sectors, Sean combines his technical and practical knowledge and experience with innovative zoning methodologies. In his role as the City of Cincinnati's chief land use counsel, Sean served as lead counsel for the award-winning Cincinnati form-based code and historic preservation ordinances. He is a national authority on innovative zoning methods and practices, including Development Pattern Districting (DPD), our widely-acclaimed intuitive zoning approach.

#### Years of Experience

11

#### Education

Juris Doctor, University of Virginia School of Law  
Bachelor of Science, Urban and Environmental Planning, University of Virginia

#### Registrations

Leadership in Energy and Environmental Design Accredited Professional (LEED®AP)  
Admitted to practice law in OH, KY, IN, and D.C.

## Relevant Projects

- Zoning Code Peer Review Services, South Bend, IN
- Zoning Code Update, Reynoldsburg, OH
- Zoning Code Update, Dormont, PA
- Main Street Districts Redevelopment and Full Rezoning Code Re-Write, North Canton, OH
- Gateway District Development and Rezone Code Re-write, Bowling Green, OH
- Zoning and Subdivision Code Update, Vienna, VA
- Land Use Ordinance Update, Kent County, MD
- Zoning Ordinance Update, Litchfield, CT



## Jocelyn Gibson, PLA

### Senior Urban Planner | Zone Co.

Jocelyn has always been passionate about zoning as a vehicle for bringing about change in the built environment. As a City Planner in the public sector, she took special interest in Zoning Hearings and the every day development decisions that lead to profound change over time. She has both public and private sector code writing and planning experience, supplemented by private sector real estate experience.

#### Years of Experience

8

#### Education

Masters of Science, Community Planning, University of Cincinnati  
Bachelor of Arts, International Affairs, University of Cincinnati

## Relevant Projects

- Gateway District Development and Full Zoning Code Re-Write, Bowling Green, OH
- Main Street District Development and Full Zoning Code Re-Write, North Canton OH
- Zoning and Subdivision Code Update, Kent County MD
- Zoning Code Update, Sidney, OH
- Land Development Code, Cincinnati, OH



## Nolan Nicaise

### Urban & Environmental Planner | Zone Co.

Nolan is an urban planning, environmental science, and policy professional. He has worked as a planner, scientist, environmental policy specialist, higher education program administrator, lecturer, consultant, research assistant, and leader. He holds an MA degree in Urban and Environmental Policy and Planning from Tufts University and a BS degree in Biology from the University of Dayton, where he focused on water science.

#### Years of Experience

4

#### Education

Masters of Science, Urban and Environmental Policy.  
Tufts University

Bachelor of Science, Biology, University of Dayton

## Relevant Projects

Zoning Code Peer Review Services, South Bend, IN

Zoning Code Update, Reynoldsburg, OH

Zoning Code Update, Dormont, PA

Main Street Districts Redevelopment and Full Rezoning Code Re-Write, Nott Canton, OH

Gateway District Development and Rezone Code Re-write, Bowling Green, OH

Zoning and Subdivision Code Update, ienna, VA

Land Use Ordinance Update, Kent County, MD

Zoning Ordinance Update, Litchfield, CT



## Richard Young

### Engagement Strategy | CivicLex

As Founder and Executive Director, Richard is responsible for long-term vision, budgeting, administrative duties, program creation, etc. He built all programs from scratch, including Kentucky's first-ever Civic Artist in Residence program, a media consortium funded by the Lenfest Institute and Facebook Journalism Project, a widely-acclaimed public civic education curricula, and more. He rapidly grew organization from non-existent to one whose civic education work reaches 30k residents annually and has a \$100k+ annual budget, raising over \$500k, including an Our Town grant from the National Endowment for the Arts.

Richard is currently working alongside municipal government to reform public comment processes, public meeting expectations, and council redistricting process.

CivicLex's work has cited by Danielle Allen, Chair of the Safra Center for Ethics at Harvard University as a national best practice for reinventing American Democracy. National in-depth collaborations include with the American Academy for Arts & Sciences, Generation Citizen, Engaging Local Government Leaders, National Endowment for the Arts, and more.

#### Years of Experience

9

#### Education

University of Kentucky, Community Innovation Fellow  
University of Cincinnati, College-Conservatory of Music, B.M. Degree, Double Bass Performance

#### Memberships/Affiliations

Infill & Redevelopment Committee, Lexington-Fayette Urban County Government, Member  
Kentucky Rural-Urban Exchange, Steering Committee Member  
FIELD Magazine, Co-Founder/Designer  
Origins Jazz Series, Co-Founder  
Robert Williams Cultural Center, Consultant





## Edward Holmes, AICP

**Senior Urban Planner | EHI Consultants | 75 % capacity**

Edward 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.

### Years of Experience

35

### Education

Bachelor of Arts, Urban Planning & Design, University of Cincinnati

## Relevant Projects

South Park Neighborhood, Newtown Pike Extension | *Lexington, KY*

Lexington-Fayette Urban County Government, East End Small Area Plans | *Lexington, KY*

Legacy Trail, Feasibility Study | *Lexington, KY*

Town Branch Commons | *Lexington, KY*



## Ryan Holmes, AICP

**Senior Urban Planner | EHI Consultants | 50% capacity**

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

### Years of Experience

13

### Education

Masters of Community Planning, University of Cincinnati

Master of Business Administration, University of Cincinnati

Bachelor of Science, Business Administration. University of Louisville

## Relevant Projects

Louisville Comprehensive Neighborhood Plans | *Louisville, KY*

City of Rocky Mount, Rocky Mount Monk to Mill Trail | *Rocky Mount, NC*

Davis Park Plan | *Lexington, KY*

Southend Park Urban Village Plan | *Kentucky & Indiana*



## Mimi Rasor, APR

### Public Relations Specialist | Rasor Communications

Mimi is a Cincinnati-based public relations and marketing professional with nearly 30 years of experience. As Rasor's founder, she has overseen management of the agency's local, regional and national clients in a number of industries since 2005.

Mimi has developed an expertise in managing public involvement needs for public transportation and infrastructure projects, as required by NEPA. Most recently, her team dove into the complexities of virtual public involvement, including virtual public meetings and online outreach events to ensure projects and studies could continue while the COVID-19 pandemic limited public gatherings. She and her team have since conducted a wide variety of virtual public meetings, open houses and press conferences. They also prepared the content for the Ohio Department of Transportation's training modules on how to conduct virtual public engagement.

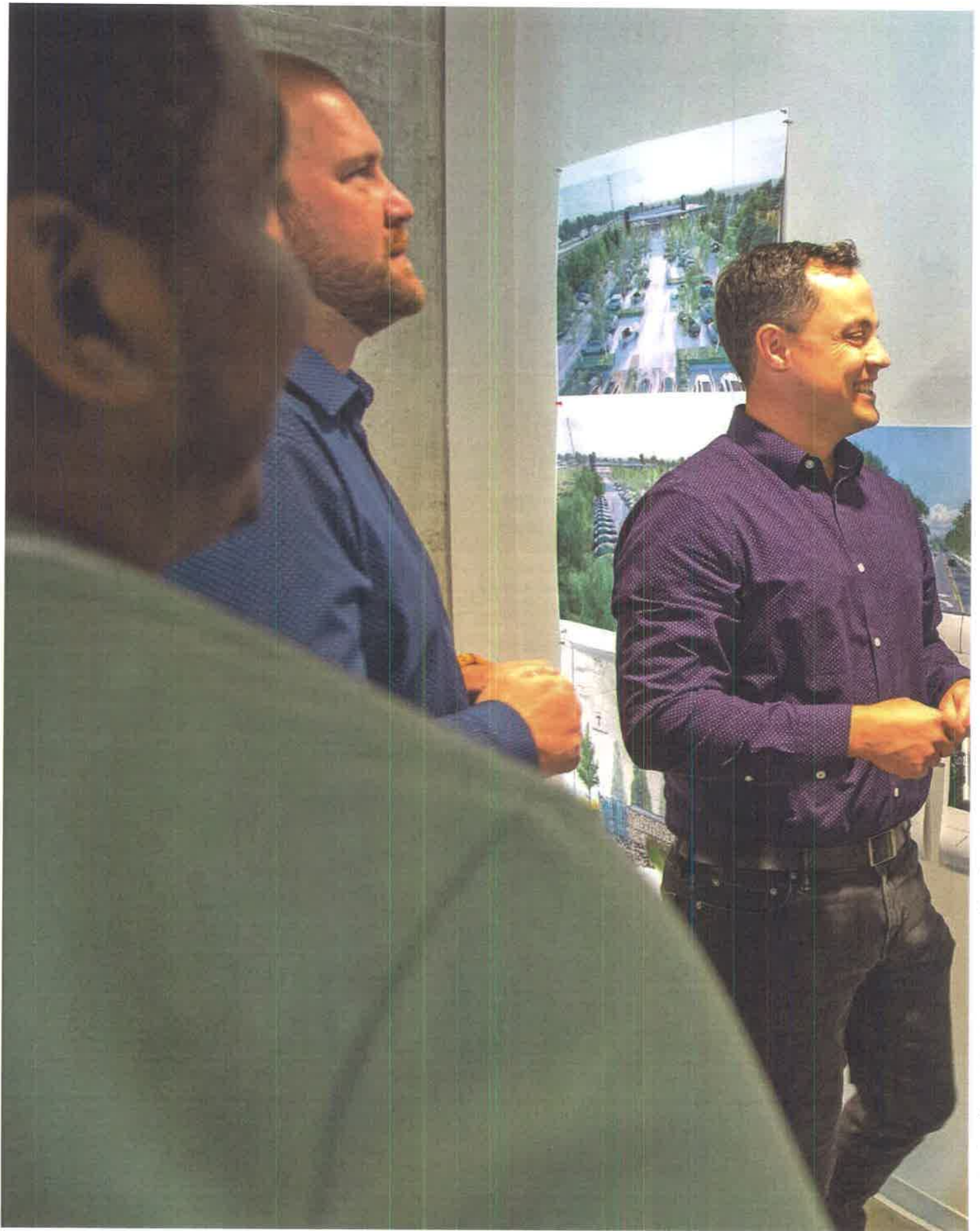
Mimi's background spans a broad range of industries, working across both agency and corporate settings. She brings significant experience in market research and data analysis and reporting, as well as branding and overall communications campaign development.

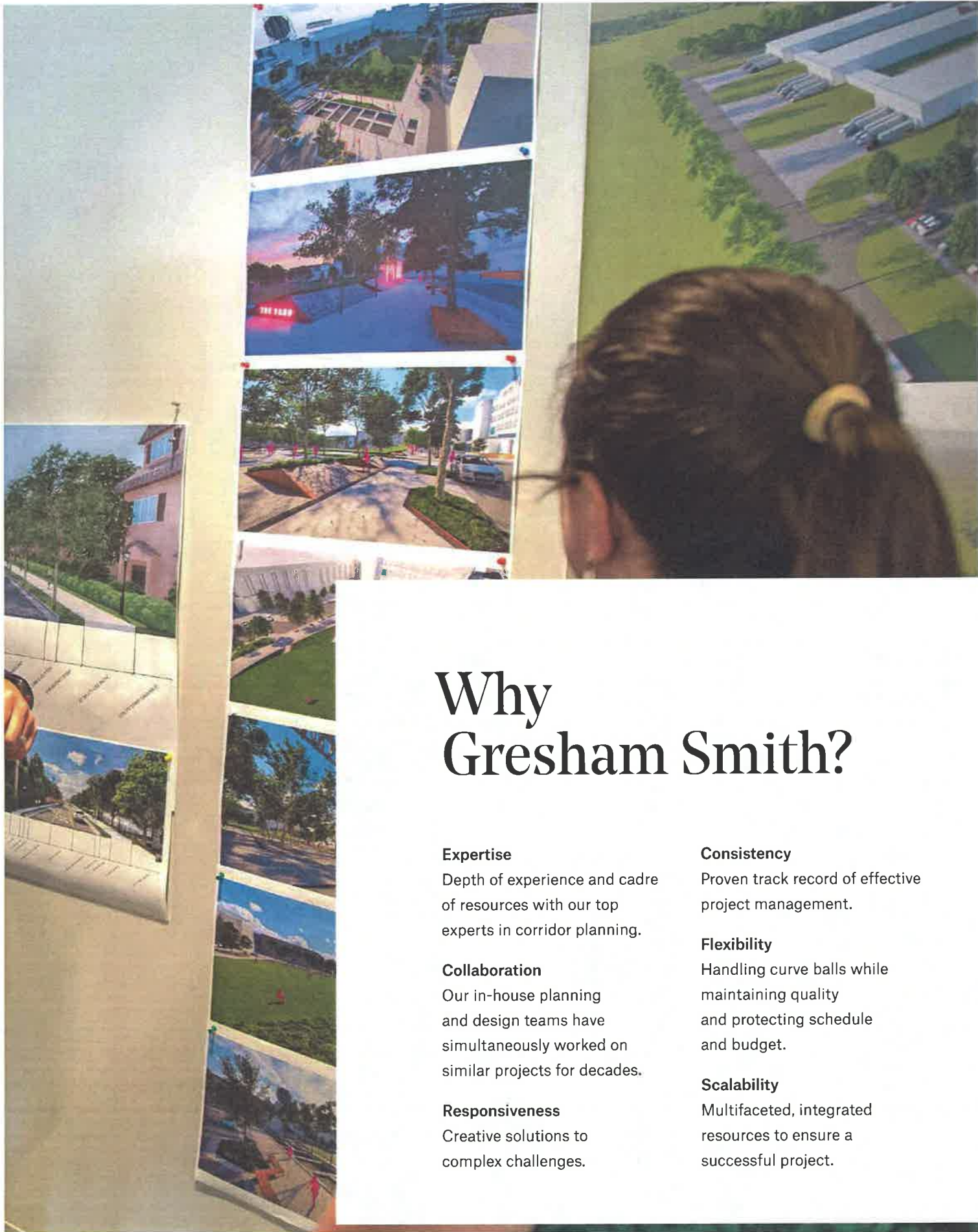
#### Years of Experience

30

#### Education

Bachelor of Arts, Public Relations, Miami University





# Why Gresham Smith?

**Expertise**

Depth of experience and cadre of resources with our top experts in corridor planning.

**Collaboration**

Our in-house planning and design teams have simultaneously worked on similar projects for decades.

**Responsiveness**

Creative solutions to complex challenges.

**Consistency**

Proven track record of effective project management.

**Flexibility**

Handling curve balls while maintaining quality and protecting schedule and budget.

**Scalability**

Multifaceted, integrated resources to ensure a successful project.



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## **Exhibit C – Amended Scope of Work to Consultant Response**

# Scope of Work

### **PROJECT APPROACH**

#### **Task 1: Existing Conditions Review/Report**

Two key factors differentiate our team's approach to existing conditions collection. First, we have an in-depth understanding of locally available data through the public data portal and past work with the Lexington Area MPO and Lextran. This knowledge allows us to efficiently create base data to assess key issues and opportunities along the corridor. Second, we understand the importance of storytelling. As the initial task and ultimately basis for all recommendations, it will be vital to be able to communicate what we call the "so what?" of each data set. Communicating this information in a way that is approachable and useful to diverse audiences is nuanced and important. This is why our award-winning communication strategies and engagement team will be an important asset to this task.

Final deliverables will include each of the requested data sets from the RFP and our Engage team will work closely with your team and key stakeholders to develop clear graphic and narrative summaries that lay out the charge. These deliverables will be documented in the final report and will be useful in public outreach strategies like social media, the project portal and more.

Deliverables: Base data sets, graphics, and narrative summaries analyzing the following six areas of concern: (1) review of regulations currently guiding the development of the corridor, (2) existing land uses and densities, (3) vacant and underutilized land, (4) existing multimodal transportation infrastructure and transit services, (5) multimodal safety concerns, and (6) safety and traffic analyses and exhibits displaying existing conditions and identifying severely congested / bottleneck locations.

The results of the analysis will be documented in brief graphic and narrative summary of findings focused on the six areas of concern presented in a digital PDF format.

Anticipated Schedule: 2.5 – 3 months from kick-off – Anticipate task being completed following "boots on the ground" outreach/documentation event in early March in preparation for "On the Table events."

#### **Task 2: Market Analysis**

Led by SB Friedman, who we have collaborated with on corridor plans before, our team will take a data-driven approach to uncovering market potential by evaluating and reconciling supply and demand with insights from local "key informants" – brokers, developers, housing professionals, and local stakeholders.

Given the desire to envision a corridor that is better connected with surrounding neighborhoods and provides housing, we will conduct a high-level market assessment primarily for residential and retail/commercial uses, drilling down to the Northeast New Circle Road corridor to evaluate market potential for redevelopment.

Our team will dig deeper into demographic characteristics and projected changes in population by age and income, as well as competitive residential product in the area, to evaluate the market potential for new residential multifamily development and affordable housing. We will evaluate competitive developments and case studies of aspirational projects to understand typology, scale, pricing, displacement prevention strategies and absorption potential and uncover potential market challenges. Potential for commercial development will be ascertained by synthesizing current market trends, existing supply and potential demand, based on key demand generators by land use including population and employment growth. Interviews with local brokers and developers will be used to confirm our findings and gain additional insights, with the goal of identifying a market-driven vision that can be realized. The recommendations will focus on short-term incremental opportunities that acknowledge and integrate local residential and business communities while building towards a long-term, community-driven vision.

Deliverables: Graphically oriented briefing book that will be incorporated into the final plan document. The briefing book will be highly illustrative with tables, charts and maps as well as summary text that highlights residential and retail/commercial market findings.

Anticipated Schedule: 2.5 – 3 months from kick-off – Anticipate task running parallel with Task 1 and being completed following "boots on the ground" outreach/documentation event in early March in preparation for "On the Table events."

### **Task 3: Public & Stakeholder Engagement**

Our team is built for public engagement. As your team points out in the Imagine Lexington Public Engagement tool kit, "The optimal form of engagement is between consulting and collaborating with the community." For Northeast New Circle Road, we recognize the nuanced approach required to engage the diverse constituencies who live, work and travel along the corridor. This is why we created such a robust and passionate Engage Team. We have tasked CivicLex, led by Richard Young, a Northeast New Circle constituent himself, with driving our public outreach strategies; his organization is focused on increasing civic engagement across the City, and CivicLex has proven results.

We will deploy a number of tested and proven public outreach methods through the entire planning process that we have refined during the challenges of the COVID-19 pandemic. One differentiator for our team will be our ability to build on our already robust database of contacts along this corridor. CivicLex has engaged thousands of residents and has developed a database that is topic and geographically organized as a starting point for this project. Because of the diversity of outreach required, we suggest using engagement methods that are traditional, like planned public meetings, pop-ups, and tours, paired with grassroots strategies like canvassing businesses along the corridor, targeted focused social media, and utilizing mobile friendly digital tools like our project portal and direct text tools.

Additionally, our team is well suited to lead successful stakeholder involvement because of our long-standing history in the community working in land development, transportation, and neighborhood planning projects.

We will work hand in hand with your team and key stakeholders to refine a final public outreach plan that is responsive to the corridor's needs and that fits the project schedule and budget.

**Deliverables:** Public outreach plan negotiated during kick-off including traditional methods, grassroots strategies, and mobile-friendly digital tools. Outreach to include topic focused stakeholder engagement groups including transportation agencies and advocates, development community (including affordable housing), city agencies, neighborhoods and businesses along the corridor. Our goal is to have approximately three touch points with each stakeholder group through the planning process. Public outreach events will focus on filling in gaps in community engagement as mutually agreed upon by the client and planning team and prioritize on the ground/pop-up methods of outreach. We will provide up to two updates to each of the following groups: the LFUCG Planning Commission, Urban County Council, and Lexington Area MPO.

Meetings, conversations, and events will be documented throughout the process with brief/graphic summaries.

**Anticipated Schedule:** Anticipate this task runs throughout the project for 12-months starting with stakeholder conversations in months 1-3. Larger public outreach/on the ground events and LFUCG Planning Commission, Urban County Council, and Lexington Area MPO coordination will take place at the middle and end of project. Roughly months 6 and 12.

### **Task 4: Redevelopment & Land Use Scenarios**

With the market analysis completed in Task 2, our team will work closely with the client team and key community stakeholders to prepare a database and map of development opportunities. This information will be informed by the recent Sustainable Growth Plan research and overlaid with the market analysis to prioritize opportunities. The Land Use scenario maps will be driven by the market assessment and informed by early public input regarding community need and vision for the corridor. These scenarios will be translated into high level development potential metrics and serve as the foundation for catalytic site planning and transportation needs.

**Deliverables:** Database and corridor wide land use map of development opportunities and sites with high level development potential. Metrics including potential densities, floor area ratios, and land mix. This information will be based on the results of Tasks 1 and 2.

The results of the analysis will be documented in brief graphic and narrative summary of findings and presented in a digital PDF format.

**Anticipated Schedule:** 2 – 3 months from completion of Tasks 1 and 2. Based on current timeline, anticipate this work being completed in May 2022.

### **Task 5: Conceptual Plans for Catalyst Sites**

Informed by data collection, market analysis, public and stakeholder input and the client team's recommendations, we will develop up to three conceptual plans for catalytic sites. The catalytic concept plans will test incremental and long-term visions for sites that may be of vastly different scales and respond to diverse contexts, from employment focused to opportunities for transit-oriented development or new neighborhood town centers. Central to each catalyst site will be the development of strategies focused on local community needs, from potential community benefit agreements to tools to avoid displacement.

Our team will develop sketch-level concepts to start this process. We suggest hosting collaborative virtual workshops through our online platform, Miro, a limitless whiteboard, where the client team and stakeholders can work with our experts to give feedback and

refine ideas in real-time.

Ultimately, members of our Engage, Connect and Build teams will inform and develop final concept plans that fit within the Imagine Lexington framework, support Sustainable Growth goals, and suggest potential policy adjustments to achieve these goals both in the short and long term.

Deliverables: Up to three (3) conceptual site plans for catalytic sites with gathered input through an online platform and refinement to final concept plans.

Final plans will be documented in brief graphic and narrative summary of findings and presented in a digital PDF format.

Anticipated Schedule: 2 – 3 months from completion of Task 4. Based on current timeline, anticipate this work being completed in August 2022.

## **Task 6: Corridor Design Standards**

The goal of design standards isn't to overcomplicate development processes rather the goal is to ensure that the identity, quality and community vision are integral to development and infrastructure as growth occurs over time. With our team's previous experience developing corridor design standards and our understanding of how design standards impact development processes, we will lay out a set of standards that encourages appropriate density, connectivity, sustainability, and an equitable and inclusive public realm.

The guidelines will be developed and tested as a component of the conceptual catalytic plans. This will allow our team to test different guidelines on various contextually appropriate land use and site scenarios.

Deliverables: Corridor design standards document, a brief graphic and narrative document similar to Lexington's multifamily design guidelines that uses the catalyst site plans as examples for design guidelines. The final corridor design standards will be documented in a standalone brief graphic and narrative summary of findings and presented in a digital PDF format.

Anticipated Schedule: 2 – 3 months from completion of Task 4. Based on current timeline, anticipate this work being completed in August or September 2022.

## **Task 7: Neighborhood Transitions & Connectivity**

As we all know, the transitions and connectivity between the uses fronting Northeast New Circle Road and the adjacent neighborhoods are one of this effort's key challenges. At a high level, our team suggests starting by identifying potential opportunities for improving connectivity, emphasizing feasibility while considering issues related to land ownership and physical site constraints that limit connections. Improving connectivity will be paramount for addressing and improving transitions between the corridor and adjacent neighborhoods. Issues related to density, existing frontages, space limitations and overall connectivity will shape the opportunities. These issues will be assessed at a high level and integrated with more detail through the conceptual catalytic site plans to illustrate potential opportunities and solutions.

Deliverables: High level concepts for connectivity and transitions to be documented on a map at a corridor wide scale. Detailed planning will be completed in conjunction with the catalytic site plans. The final results will be documented in brief graphic and narrative summary of findings and presented in a digital PDF format.

Anticipated Schedule: 2 – 3 months from completion of Task 4. Based on current timeline, anticipate this work being completed in August or September 2022.

## **Task 8: Identify Transportation Impacts and Potential Solutions**

Our team is well-versed in assessing the potential impacts of infill development on traffic patterns and developing solutions for them. Our team can identify high-priority issues and develop opportunities for improvement that are context-sensitive through traffic engineering analyses and traffic forecasting based on historic or assumed growth rates, planned developments and planned mobility improvements. This study will identify strategies to reduce the need for short-distance vehicular trips by creating a well-integrated land use and mobility framework. We have assessed these types of impacts before on a high-volume KYTC corridor during the design of Town Branch Commons. Gresham Smith led the travel demand modeling to evaluate potential impacts from developments like City Center and measured the removal of trips through the addition of multimodal amenities and trip redistribution. These strategies, along with additional improvements to Lextran's connectivity and service, can reduce short-distance trips and better balance the overall transportation system.

Deliverables: Forecasted traffic volumes, redistributed forecasted traffic volumes due to catalytic site development, intersection improvement options including potential innovative options, traffic engineering analyses of proposed improvements, potential access management solutions, and potential improvements to the speed transition zones at both ends of the project corridor depicted through a combination of narrative and graphic exhibits.



Anticipated Schedule: 2 – 3 months from completion of Task 5. Based on current timeline, anticipate this work being completed in October or November 2022.

### **Task 9: Develop a Prioritized List of Transportation Improvements**

Our team will prepare a prioritized list of transportation improvements of incremental opportunities that offer the greatest potential impact for safety, connectivity and economic return on investment. We will develop the priorities through a series of metrics, including but not limited to complexity, safety, cost, roadway capacity impacts, and relationship to development opportunities. These priority projects will be described within the overall regulatory plan and include innovative strategies for implementation. Understanding the needs and implementation steps and agency coordination for recommendations related to LFUCG, KYTC, FHWA, or Lextran facilities will be critical to this list. Our team has worked for years with each agency and is confident in our ability to plan short- and long-term solutions for the corridor.

Deliverables: Prioritized list of transportation improvements and implementation steps (based on metrics, including but not limited to complexity, safety, cost, roadway capacity impacts, and relationship to development opportunities and other relevant factors). Planning level cost estimates for each priority project will be based on past projects of similar scale and scope at a per mile, block or intersection level.

Anticipated Schedule: 1 month from completion of Task 8. Based on current timeline, anticipate this work being completed in November or December 2022.

### **Task 10: Street Cross Sections**

Our team will develop sample roadway cross sections for key character areas and roadway types along Northeast New Circle Road. These cross sections will be produced as 3D axon graphics that clearly illustrate the relationship to adjacent development and dimensional requirements as laid out in the corridor design guidelines. Developing these diagrams in a way that is legible for not only technical experts but community stakeholders is important for communicating the potential, need and impact planned improvements may have.

Deliverables: Sample roadway plans, typical sections and/or intersection treatments focused on priority areas of concern, typical conditions and transition areas. Final locations and extent of planning will be mutually negotiated as the planning process evolves to ensure the highest and best use of research and design time.

Anticipated Schedule: 2 – 3 months from completion of Task 5. Based on current timeline, anticipate this work being completed in alongside tasks 7, 8, and 9 and finalized in late November 2022.

### **Task 11: Develop a Regulatory Framework for Plan Implementation**

The regulatory framework for Northeast New Circle Road will ultimately need to respond to the community vision, transportation priorities and development feasibility. Different than Nicholasville Road, the regulatory framework here may not be totally dependent on transit stop locations but rather take a broader look at key opportunities for new development and have a robust relationship with all transportation activities. This corridor will also require thought around industrial land uses, and commercial hubs that may require nuanced attention.

Deliverables: Draft/Final framework plan that will focus on priority zoning and policy updates identified to support long term implementation of the corridor vision. The final deliverable may include recommended edits to key zoning categories, suggested overlay zones or new design guideline tools. The results will be documented in brief graphic and narrative summary of findings and presented in a digital PDF format.

Anticipated Schedule: Two months from completion of Task 5. Based on current timeline, anticipate this work being completed in October or November 2022.

### **Task 12: Identify Innovative Strategies for Plan Implementation**

Our team thrives on thinking creatively for implementing projects, from our work helping clients win hundreds of millions of dollars in transportation related grants to our local team of urban designers connecting developers to over one million dollars in stormwater quality grants in Lexington. We are comfortable getting outside the box and have a proven track record of doing so. We recommend developing an implementation plan that works in concert with both priority transportation projects and seeks to find willing development partners and lay out a framework for incremental development opportunities along the corridor now. We'll leverage SB Friedman's experience developing strategies/programs to support small local businesses (e.g., assisting cities in purchasing properties before an area gentrifies; develop property tax abatement/ support programs to hedge against rising property values). Additionally, the project team may develop strategies tying together municipal infrastructure investment and community benefit goals. For instance,

where physical improvements are needed for buildings or within the public realm to support any emerging business clusters and considering programs to support existing entrepreneurs or incubate emerging businesses.

Our team is implementation-focused and understands how policy and plans can be put into action for communities.

Deliverables: Implementation plan will focus on identifying priority transportation projects and incremental development opportunities, and strategies to support small local business municipal infrastructure investment and community benefit goals. The results will be documented in brief graphic and narrative summary of findings with a focus on timeline, funding sources and priority areas of concern. The final recommendations will be provided in a digital PDF format.

Anticipated Schedule: 1-2 months from completion of Task 9, 10 and 11. This task may be prepared in parallel with task 11, and would be anticipated to be complete in December 2022 or early January 2023.