

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 20____, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and STRAND ASSOCIATES, INC.® (**CONSULTANT**). **OWNER** intends to proceed with the East Lexington Trail Connectivity and Traffic Safety Study in Lexington, Kentucky, as described in the attached Request for Proposal document. The services are to include professional engineering and landscape architecture services for the city as contemplated in the **OWNER'S** Request for Proposal (RFP) No. 34-2021. 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 engineering and landscape architecture 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 RFP No. 34-2021.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional engineering and landscape architecture 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 engineering and landscape architecture incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 34 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 RFP No. 34-2021 (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. 34-2021 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 December 6, 2021, and shall complete the “Amended Scope of Work” on or before January 31, 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 this 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 this Agreement within six (6) months of the time specified therein, this 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 \$150,000. 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.

Submission of preliminary study	60%
Submission of draft final study	80%
Submission of approved final study	100%

5.3. Other Provisions Concerning Payments.

5.3.1. In the event this 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 this 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 this Agreement for any reason at any time upon ten (10) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

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

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

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

6.4. Successors and Assigns.

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

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

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner, Department of General Services, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of this 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 subconsultants 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. 34-2021 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.

8.1.1. 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

LINDA GORTON, MAYOR

ATTEST:

MEREDITH NELSON, COUNCIL CLERK

CONSULTANT (STRAND ASSOCIATES, INC[®])

Signature: _____

Printed Name: _____ Joseph M. Bunker

Position: _____ Corporate Secretary

Date: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to, and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20____.

My commission expires ____ day of _____, 20____

NOTARY PUBLIC, STATE AT LARGE, KY

EXHIBIT “A”
RFP No. 34-2021
East Lexington Trail Connectivity and Traffic Safety Study
Date {_____}



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #34-2021 East Lexington Trail Connectivity & Traffic Safety Study** 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. 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 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.

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government

MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Date

Company Representative

Title

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that 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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East Lexington Trail Connectivity & Traffic Safety Study

Scope of Services

The Lexington Fayette Urban County Government (LFUCG), in coordination with the Lexington Area Metropolitan Planning Organization (MPO), is seeking proposals from qualified firms for professional engineering and landscape architecture services to determine a preferred alignment for a continuous shared use trail from the Isaac Murphy Memorial Art Garden (IMMAG) on Third Street in downtown Lexington to the intersection of Liberty Rd & Star Shoot Pkwy in east Fayette County. The study will be coordinated with multimodal roadway improvements planned for construction along Liberty Road both inside and outside New Circle Road. The study will evaluate off-road trail alignments paralleling Liberty Road, including along active and inactive rail corridors. It will also evaluate alignments along roadways, including Liberty Road (KY 1927 outside of New Circle Rd) and Winchester Road (US 60), and recommend any vehicular and trail-related improvements needed to improve safety. The study will also include traffic and engineering analysis of improvements on Winchester Rd at the intersection of Midland Ave and Third Street to provide for safe pedestrian and bicycle crossings, improved vehicular safety and intersection geometrics, improved freight movements to adjacent industrial properties, and a visual gateway to downtown and East End neighborhoods.

Consultants must be prequalified with the KY Transportation Cabinet and experienced in civil engineering, traffic engineering and landscape architecture. A proven history of executing successful trail projects in urban environments is desired.

BACKGROUND

The MPO's Regional Bicycle & Pedestrian Master Plan proposes a system of shared use trails and on-road bicycle facilities that provide connections for people of various skill and comfort levels to safely bicycle and walk throughout the Lexington Metropolitan Area. The system of "Major Bikeways" identified in the plan is expected to provide the highest levels of connectivity, to extend from the rural edges of Fayette County into downtown Lexington, provide connections into adjacent counties, and to attract the greatest number of users, including children and other less skilled users that desire a high degree of separation between trail facilities and vehicular traffic. The East Lexington Trail is classified as a Major Bikeway and its design should be modeled after similar quality trails in Lexington including the Town Branch Trail & Commons and the Legacy Trail, which will also converge at the IMMAG trailhead.

The East Lexington Trail will extend from the trailhead at IMMAG to trails planned for construction during roadway improvements along Liberty Road, both inside New Circle Road (to be completed by the City of Lexington) and outside of New Circle Road (to be completed by the KY Transportation Cabinet). Design of the KYTC's Liberty Road project from New Circle Road to Grafton's Mill Road is nearly complete. The City of Lexington will begin design on the Liberty Road project from New Circle Road to Winchester Road within the next 6 to 18 months. The feasibility study for the East Lexington Trail will help inform the design decisions for the Liberty Road projects, but the study will primarily focus on areas without existing and upcoming capital improvement projects. The goal is to identify additional improvements that are needed to complete gaps between the Liberty Road projects and the Brighton Rail Trail (in the vicinity of the Liberty Elementary School) and from approximately Henry Clay Blvd to IMMAG.

FEASIBILITY STUDY

The Feasibility Study will include the following tasks. The desired products include preferred alignments, project concepts, recommended phasing and cost estimates. The study is also intended to facilitate well-coordinated efforts between the various capital improvement projects in the study area:

- Task 1** Identify a preferred trail alignment that connects IMMAG to the Liberty Road projects and to the Brighton Rail Trail. Include typical sections, alignments & profiles. Identify any significant engineering constraints associated with the trail and related intersection improvements.
- Task 2** Identify roadway and traffic-related improvements needed for greater multimodal safety in the vicinity of Midland Avenue/Third Street/Winchester Road. The planning level alternatives should include safe pedestrian and bicycle crossings, improved vehicular safety and intersection geometrics, and should consider freight movements to adjacent industrial properties. The consultant shall complete more detailed operational analyses as necessary to inform the selection of a preferred alternative.

Complete planning level traffic engineering analysis of any proposed improvements that may be necessary at intersections upstream and downstream (such as at Walton Ave/Main Street/Liberty Rd) should the preferred alternative at the Midland Ave/Third Street/Winchester Road intersection be implemented.

- Task 3** Create a trail identity and branding that is distinct, yet compliments other connecting major trails (Town Branch Commons & Legacy Trail). Develop visual gateway concepts for downtown Lexington and East End neighborhoods that can be incorporated into the trail and Midland Avenue/Third Street/Winchester Road intersection improvements.
- Task 4** Develop cost estimates and recommended phasing. Investigate the availability of right-of-way along the trail alignment and at major intersections, any property acquisition that may be needed, and the property owners affected. Calculate the estimated costs of design, right of way, utility relocation and construction.
- Task 5** Conduct public outreach efforts, including digital outreach, with an emphasis on reaching diverse audiences. The consultants will also engage the MPO's Bicycle & Pedestrian Advisory Committee during the study.

SCHEDULE

A notice to proceed is expected in October/November 2021. The study should not exceed nine months and will preferably be complete in six months. The Consultant shall provide a preliminary project schedule indicating deadlines, interim deliverables, and expectations for reporting, as appropriate. The proposal should recommend a public and stakeholder involvement process and a maximum number of such meetings (i.e., separate from staff meetings, but the Consultant may set a proposed limit of such staff meetings as well). This is intended as a preliminary number only and will be refined in consultation with the selected consultant and negotiated to remain within the available budget. The selected consultant will develop a detailed project schedule at the beginning of the contract, preferably a computerized format that can be revised from time-to-time as needed.

FUNDING & METHOD OF PAYMENT

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.

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

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

Submission of preliminary study	60%
Submission of draft final study	80%
Submission of approved final Study	100%

RELEVANT RESOURCES

Project Area Map (attached)

Lexington Area Metropolitan Transportation Plan 2045

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

Lexington Area Bicycle & Pedestrian Master Plan

<https://lexareampo.org/wp-content/uploads/2018/04/BPMP-Master-Plan-Reduced.pdf>

KYTC Liberty Rd Project Page

https://transportation.ky.gov/DistrictSeven/Pages/Liberty_Road.aspx

Town Branch Commons

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

DELIVERABLES

- A final digital report - PDF file and InDesign file (if used).
- Data sets collected or created during the performance of the study including GIS files. Note that the Lexington Fayette Urban County Government will be the owner of all data, spreadsheets, and GIS layers developed as part of this study.
- One final presentation to the MPO Transportation Technical Coordinating Committee, Transportation Policy Committee and to the Lexington Fayette Urban County Council.
- Any public display materials or presentations in relation to the project.

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 East Lexington Trail Connectivity & Traffic Safety Study. What unique ideas or experience does your team bring to the table?
- 4) Examples of projects of similar scope performed by the firm, with an emphasis on projects performed by 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 or teams based on their qualifications, level of knowledge and experience working on projects of similar scope and scale. Selection criteria include:

- 1) Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **40 points**
- 2) Familiarity with the details of the project and proposed approaches for providing required services. **30 points**
- 3) 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 with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**

EXHIBIT “B”
Consultant’s Response
RFP No. 34-2021
East Lexington Trail Connectivity and Traffic Safety Study
October 4, 2021



LEXINGTON

RFP-34-2021

Strand Associates, Inc.

Supplier Response

Event Information

Number: RFP-34-2021
Title: East Lexington Trail Connectivity & Traffic Safety Study
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

Strand Associates, Inc. Information

Address: 1525 Bull Lea Road
Suite 100
Lexington, KY 40511
Phone: (859) 225-8500
Fax: (859) 225-8501
Web Address: www.strand.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.

Michael Woolum, P.E., P.L.S.

Signature

mike.woolum@strand.com

Email

Submitted at 10/4/2021 12:53:42 PM

Response Attachments

LFUCG East Lexington Trail Connectivity & Traffic Safety Study.pdf

Thank you for the opportunity to submit our statement of qualifications to provide consulting services for the East Lexington Trail Connectivity & Traffic Safety Study.

Professional

Engineering

Services

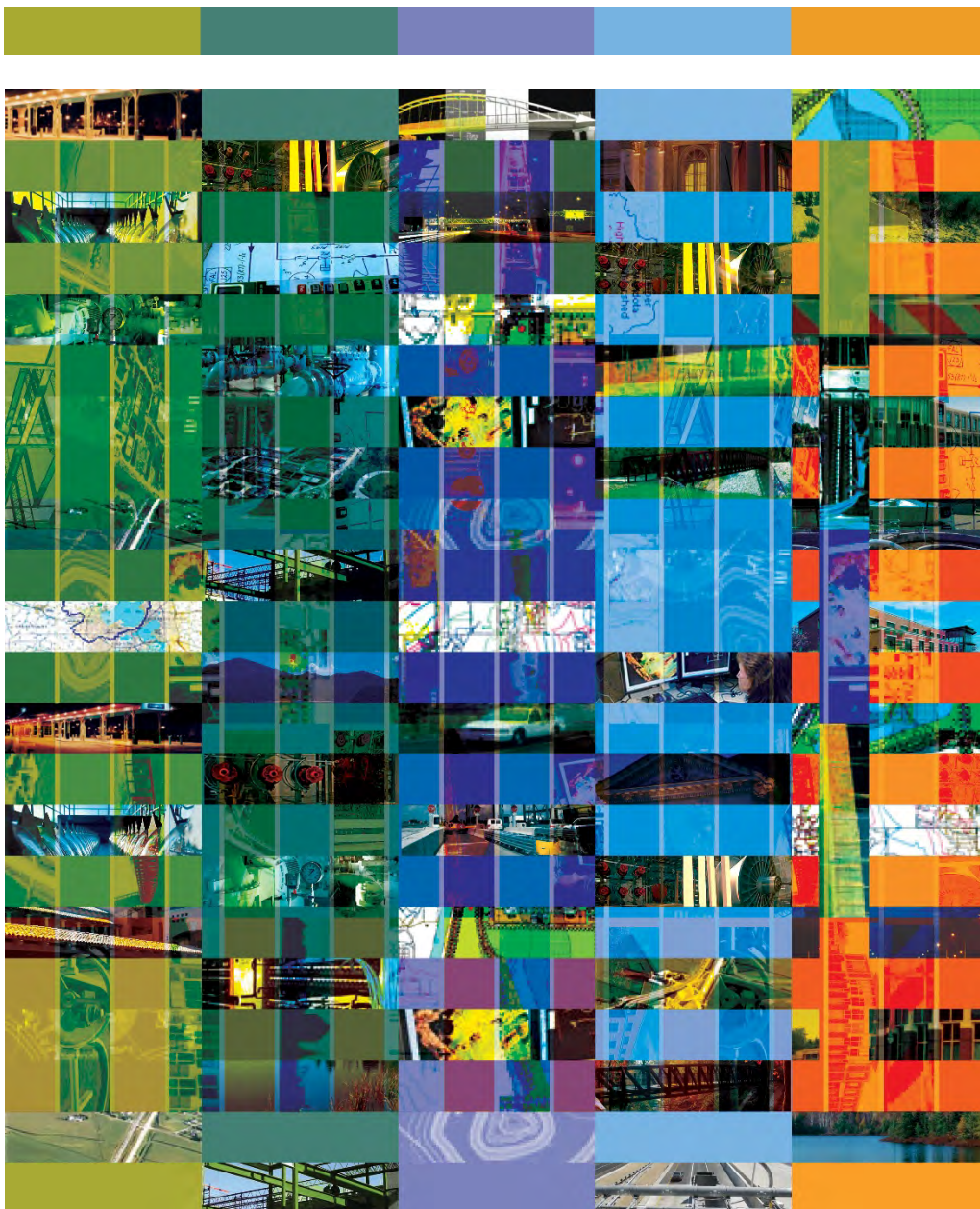
East Lexington Trail Connectivity & Traffic Safety Study

RFP #34-2021

Proposal

Lexington-Fayette
Urban County
Government

October 4, 2021



Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



Strand Associates, Inc.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
(P) 859.225.8500

October 4, 2021

Ms. Sondra Stone, Senior Buyer
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

Re: Proposal for RFP#34-2021 East Lexington Trail Connectivity & Traffic Safety Study

Ms. Stone,

Thank you for the opportunity to submit our statement of qualifications to provide consulting services for the East Lexington Trail Connectivity & Traffic Safety Study. Our seasoned team includes individuals who have successfully completed the very same kind of community-defining project for **Lexington-Fayette Urban County Government (LFUCG)** and other clients, both large and small.

To this end, we believe that **Strand's Holistic Understanding of Community Bike/Ped Objectives Results in Actionable Recommendations for East Lexington Trail Connection**. Listed below are major factors that support this statement and distinguish our Project Team as the perfect match for your needs on this important project:


- **Strand's Track Record Serving LFUCG Provides Confidence Our Team Will Address Project Needs and Challenges**
- **Proven Urban Bikeway Project Team Credentials Fulfills Key Objectives for the Safety and Mobility of all User Classes**
- **Ongoing Relationships with Project Stakeholders will Inform Important Considerations for Community Buy-in**
- **Working Knowledge of Study Objectives Provides Unparalleled Understanding of Corridor Opportunities and Related Needs for Trail Implementation**
- **Integrated Study Approach Leads to Viable Alternatives That Support Bike/Ped Master Plan**

We are confident in our ability to support this initiative if selected based on the experience we bring and the working knowledge we offer specifically related to the project sites. The enclosed proposal showcases Strand's experience and the value-added benefits our team will deliver on behalf of LFUCG to help successfully implement these projects.

We look forward to the opportunity to continue our service on behalf of the Lexington-Fayette Urban County Government.

Sincerely,

STRAND ASSOCIATES, INC.®


Michael Woolum, P.E., P.L.S.
Vice President

P210.946/MAW/adg



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EXECUTIVE SUMMARY

Executive Summary

Strand's Holistic Understanding of Community Bike/Ped Objectives Results in Actionable Recommendations for East Lexington Trail Connection

Having directed and/or supported significant portions of nearly every Major Bikeway Corridor comprising Lexington's trail network, Strand has become an integral partner for development of these newfound community assets. Members of our project team have also become well-known for their abilities with creative solutions that are often required in navigating the unique challenges faced in developing new facilities within the built urban environment. Through these experiences we have also developed an implicit understanding of local community bike/ped objectives, and the corridors encompassed by this Study. To this end, we believe the Strand Team brings the proven understanding necessary to support determination of viable alternatives for the East Lexington Trail.

Firm Overview

Strand's Track Record Serving LFUCG Provides Confidence Our Team Will Address Project Needs and Challenges

Having served LFUCG continuously for over 53+years, our staff takes pride in this track record as attested by the service, and project results we've been tasked with delivering. In recent years this track record has included a major emphasis with bike and pedestrian facilities, which we fully embrace as an important community building initiative.

Past Record and Performance

Proven Urban Bikeway Project Team Credentials Fulfills Key Objectives for the Safety and Mobility of all User Classes

Strand's project team includes individuals who are highly recognized for their abilities in developing streetscape and recreational trail designs that have transformed many area communities. With notable planning achievements that have been followed by successful implementations that include Legacy Trail, Town Branch Trail, and Town Branch Commons to name a few, Strand brings proven know-how to this downtown undertaking.

Project Team

Ongoing Relationships with Project Stakeholders Will Inform Important Considerations for Community Buy-in

Through related efforts with Legacy Trail and various Liberty Road projects, our team has developed working communication channels with key corridor stakeholders including R.J. Corman Railroad, Smucker's, and the East End Neighborhood. Their interests and cooperation will be key in building support needed for trail routing recommendations.

Project Understanding

Working Knowledge of Study Objectives Provides Unparalleled Understanding of Corridor Opportunities and Related Needs for Trail Implementation

Lead technical investigator Chase Wright brings firsthand knowledge to this study through his prior efforts for Legacy Trail and Liberty and Winchester Roads. His well-rounded understanding was instrumental in outlining the framework for this corridor study which includes a Major Gateway opportunity for the East End and Downtown.

Project Approach

Integrated Study Approach Leads to Viable Alternatives That Support Bike/Ped Master Plan

With the Bike/Ped Master Plan as a guide Strand's approach will leverage its internal working knowledge of the corridor in developing viable alternatives that fit seamlessly within the urban framework. Through the early stakeholder feedback we have already received, partnerships will be explored to maximize opportunities in fulfilling the performance objectives for this important connection to the East Lexington Trail system.

The Strand Team understands broader vision for downtown through the lens of trail users and needs for the safety and mobility of all modes.



2011 ACEC National Honor Award Winner.



ACEC-KY Engineering Excellence Grand Award.



Legacy Trail East End Area Engagement Initiative



Reagan Expressway Terminal -Gateway Roundabout Intersection



Jessamine Co. East-West Bike/Ped Corridor Study

Firm Overview

Strand's Track Record Serving LFUCG Provides Confidence Our Team Will Address Project Needs and Challenges

Throughout Strand's 53 years of service to Kentucky-based clientele, we are widely recognized for our strength as a full-service multi-disciplined engineering firm. Locally, this includes added distinction for the



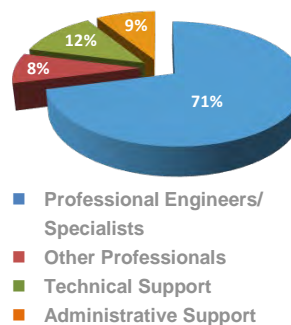
Our office in Lexington, Kentucky.

Municipal and Transportation Engineering practice areas. Our firm resume for these practice areas includes both the public and private sector where we have served local municipal governments and state agencies throughout Kentucky and the Midwest. Services provided have included planning, design, right-of-way acquisition and construction-related support for various project types including urban roadway, recreational trails, utilities, water/wastewater facilities, and stormwater management facilities. Members of our Team are also recognized for their innovative approaches in solving design challenges related to context sensitive urban infrastructure improvements.

Strand's Firm Qualifications Provide a High Level of Service to Our Clients

Reflecting on more than 75 years of consulting service as a firm, we understand that it is the confidence our clients place in us that has made us successful. By maintaining a diverse, talented staff, we have consistently been able to provide a high level of service to our clients through the comprehensive capabilities we offer. This strategy has allowed us to continually serve numerous municipalities and private sector interests on projects that have literally spanned decades. Our firm commitment is to be the top performer in everything we do and deliver excellence in engineering on behalf of the clients we serve.

To serve our national client base, we offer a staffing complement of over 465 highly qualified professionals located in 10 offices throughout the country, including our local office in Lexington, Kentucky. Our staff credentials include specialists in all areas of practice that allow us to holistically inform the complex technical issues that often arise for delivery of turn-key project solutions. As a full-service engineering firm, it is our practice to follow our projects through to construction completion and beyond, providing the necessary staff to perform office and field activities alike. ***Strand's innovative designs have gained local and national acclaim and our firm has consistently been included in Engineering News-Record's list of the Top 500 Design Firms.*** Our current ranking is 178, based on design-specific revenue. (According to the International Trade Administration—U.S. Department of Commerce, the Engineering Services industry in the U.S. includes more than 60,200 firms.) Our Project Team provides the capabilities of a nationally recognized firm with service delivery from our local Lexington based staff.



RANKED 178th IN THE NATION
TOP 500 DESIGN FIRM 2021
 by Engineering News-Record



Primary Contact:

Mike Woolum, P.E., P.L.S.
 Principal-In-Charge

Strand Associates, Inc.
 651 Perimeter Dr.
 Suite 220
 Lexington, KY 40517
 Phone: 859-225-8500

Areas of Specialized Expertise:

- Civil and municipal engineering
- Transportation
- Wastewater treatment and conveyance
- Water treatment and distribution
- Land Development
- Green Infrastructure
- Stormwater management
- Electrical and HVAC engineering
- Building/facility engineering, architecture, and sustainable design
- Aviation
- Natural gas distribution
- Solid waste and landfill engineering
- Wetland delineation, mitigation, and restoration
- Ecosystem study and restoration
- GIS and mapping
- Surveying and right of way acquisition
- Construction-related services
- Financial assistance

PAST RECORD OF
EXPERIENCE



Past Record and Performance

Proven Urban Bikeway Project Team Credentials Fulfills Key Objectives for the Safety and Mobility of all User Classes

Strand has been providing consistent and dependable engineering services for public and private sector clients since 1946. Our work experience includes a wide variety of engineering projects, including municipal engineering, transportation, structural, surveying, electrical, mechanical, wastewater treatment, stormwater management, environmental regulatory compliance, and water supply projects. As a full-service engineering firm, it is our practice to follow our projects through to construction completion and beyond. Our Project Team provides the capabilities of a nationally recognized firm, with service from our local Lexington staff.

Strand brings a continuous record of service on behalf of LFUCG that spans 53+ years.

Strand also brings an impressive resume of project experience on behalf of Lexington-Fayette Urban County Government, whom they have served continuously for over 53+years on a variety of infrastructure needs. Our experience includes leadership and involvement on many high-profile achievements such as Town Branch Commons, Legacy Trail, Downtown Streetscape Improvements, Rupp Arena and Lexington Convention Center Expansion, and Town Branch Trail to name a few. Currently, Strand is supporting similar efforts for the proposed Town Branch Park, which adds to their unmatched record of performance for quality of life infrastructure in the downtown area.

The following experience table and project descriptions detail some of our local and regional projects with attributes that align with the anticipated needs for this project.

REPRESENTATIVE EXPERIENCE	RELEVANT SERVICES							
<i>"Experience Matrix Validates Team's Credentials for Every Anticipated Need."</i>	Preliminary Study/ Route Development	Final Design/ Construction Services	Urban Intersection Design	Traffic Modeling/ Forecasting	Public Involvement/ Education	Railroad Involvement	Roundabout/ Alternative Intersection	Stormwater Quality/ Quantity
Town Branch Trail, Phase 6 - Lexington, KY	✓	✓	✓	✓	✓	✓		✓
Town Branch Commons, Zone 7 - Lexington, KY	✓	✓	✓		✓	✓		✓
Legacy Trail – Lexington, KY	✓	✓	✓	✓	✓			✓
Town Branch Commons – Lexington, KY	✓	✓	✓		✓			✓
Winchester Road at Liberty Road Intersection – Lexington, KY	✓	✓	✓					✓
KYTC Liberty Road (KY 1927) – Lexington, KY	✓	✓	✓	✓	✓		✓	✓
Fairview Avenue – Bowling Green, KY	✓			✓	✓		✓	
KY 18 Multi-Use Path – Boone County, KY	✓	✓	✓	✓			✓	
Clinton-Fayette Friendship Trail - Clinton County, OH	✓	✓				✓		✓
Ronald Regan Highway Interchange - Montgomery, OH	✓	✓	✓	✓	✓		✓	
Second Street (US 60) "Complete Street" – Frankfort, KY	✓	✓	✓		✓			✓
Jessamine Co. Bike and Ped. School Connector – Nicholasville, KY	✓	✓	✓	✓	✓		✓	



Town Branch Trail Phase 6 – Lexington, KY

Strand was selected by LFUCG to complete preliminary study and final design for Phase 6 of the Town Branch Trail project. Phase 6 extends from McConnell Springs Drive to Oliver Lewis Way connecting the rural segments to downtown through a historically industrial corridor. When all segments of the Town Branch Trail are completed, the trail will connect residential areas of Lexington's north side to the Lexington Distillery District and central business district.

Planning for a pedestrian and bicycle trail along Town Branch Creek began in the late 1990s. Phase 6, the final phase of the trail, is a 1.2-mile corridor that is evolving into an active entertainment district with redevelopment of the Pepper Distillery area and Old Tarr Distillery. The corridor is continuing to redevelop and already features multiple restaurants, bars/breweries, and music venues. However, the corridor is still characterized by heavy industrial and commercial properties including a rock quarry, an asphalt plant, truck repair, emergency response training, and city maintenance and recycling, and multiple local businesses. Phase 6 has long been challenging to implement due to these uses as well as narrow right-of way, close proximity to multiple railroads, floodplain considerations, and utility conflicts.

Strand completed planning and design for the \$4 million TIGER funded project. Infrastructure improvements included trail, roadway, traffic, structure, drainage, site development, and public space improvements. The design process included a traffic analysis of the KY 1681 (Old Frankfort Pike/Manchester Street) corridor. The project team conducted a traffic signal warrant analysis at the Thompson Road intersection, coordinated with LFUCG and KYTC to recommend crossing improvements across Manchester Street to connect to Pepper Distillery, and conducted a capacity analysis of the Old Frankfort Pike and Forbes Road intersection to determine the scope of proposed roadway and trail crossing improvements.

Roadway improvements to accommodate the trail include reconstructing the KY 1681 (Old Frankfort Pike) and Forbes Road intersection to provide a safe trail crossing, turn lanes to mitigate congestion and improve safety, and geometric improvements to address a substandard vertical curve along Forbes Road.

Structural improvements include extending a triple cell box culvert under Forbes Road to accommodate the shared use path.

Client

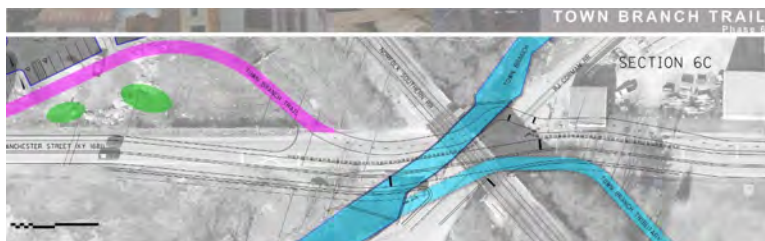
Lexington-Fayette Urban
County Government

Reference

Thomas Clements, P.E.
Senior Municipal
Engineer, Division of
Engineering
101 East Vine Street,
Lexington, KY 40507
(859) 258-3441

Completed

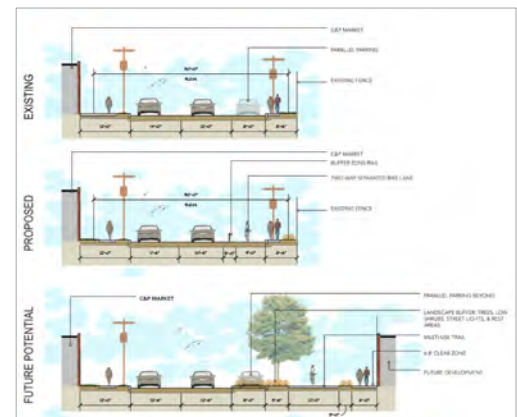
Ongoing
(construction phase)



Trail Transitions to Two-way Protected Bikeway in Constrained Section.



McConnell House.



Initial Two-way Protected Bikeway with Option for Future Side Path as Corridor Redevelops.



Town Branch Commons Zone 7 – Lexington, KY

Strand served as co-project design lead/subconsultant on the overall \$20 Million Federally Funded Town Branch Commons TIGER Grant Project. Strand's role included being in-responsible charge of Zone 7 design for all project elements as well as being responsible for drainage and electrical/lighting design for the entire project.

US 25/KY 922 (Newtown Pike) is four-lane principal urban arterial divided by a landscape median. The heavily traveled corridor with over 26,000 vehicles per day is a key gateway between I-64/I-75 and downtown Lexington. For Zone 7 of the Town Branch Commons project, the Lexington-Fayette Urban County Government (LFUCG) desired to incorporate a shared-use path along the east side of Newtown Pike from KY 1681 (Manchester Street) to US 25 (Georgetown Road). The 0.6-mile urban roadway reconstruction will provide an important connection between Town Branch Trail and the Legacy Trail.

In order to limit the right of way acquisition impact, the Newtown Pike eastern curb line had to be shifted into the road by up to 10 feet. The shift allowed the path limits to be within existing right of way, however it required the entire northbound travel lanes and a portion of the median to be reconstructed. Some of the existing median modifications impacted a previous beautification project. Through coordination with LFUCG, Strand included relocation of the existing flag poles and gateway landscape enhancements into the modified medians.

The Newtown Pike Corridor has existing drainage issues with ponding along the curbs and localized flooding at the roadway sag just south of the railroad tracks. To address existing drainage concerns, the project captured off-site drainage before it entered the roadway, adjusted superelevation transitions to alleviate ponding areas, and installed additional drainage structures where needed.

The RJ Corman Railroad Company (RJCRR) has an active railroad that crosses Newtown Pike at a severe skew. The following special design improvements were incorporated at the crossing to improve safety through a coordinated effort with RJCRR, KYTC, and LFUCG:

- Added curvature to the path alignment meet the AASHTO minimum crossing angle.
- Added railroad gates and flashers for the path crossing
- Improved roadway and path lighting at the crossing.
- Added advanced warning signs and markings.
- Extended and improved the railroad crossing surface.



Client

Lexington-Fayette Urban County Government

Reference

Brandi Peacher,
Director of Project
Management
Office of the Mayor
200 East Main Street,
Lexington, KY 40507
(859) 258-3100
bpeacher@lexingtonky.gov

Completed

2020 (Zone 7)

Cost

\$2,300,000

Legacy Trail – Lexington, KY

The project scope for this signature trail included feasibility planning services for the entire 12.5-mile trail length and design for the 11-mile segments that comprise the Phase 1, 2 and 3 portions of the trail. This uniquely designed project is intended to connect the rich history of African American contributions with the horse racing industry by celebrating Isaac Murphy, one of the greatest jockeys of all time and a three-time Kentucky Derby winner. At the beginning of the trail and near his childhood home, is the Isaac Murphy Memorial Art Garden. At the end of the trail in the Kentucky Horse Park, Isaac Murphy is buried alongside another all-time great, racehorse Man O' War. Along this trail system are number of celebrated sites that include the Charles Young Center (National Register of Historic Places) and Park, the historic Lyric Theatre and Cultural Arts Center, the Living Arts and Sciences Center, and Transylvania University (the first college west of the Allegheny Mountains) to name a few.

This trail has also served to help further revitalize Lexington's East End neighborhood area. With the inherent complexities of urban construction along the 3rd and 4th Street corridors, development of the Phase 3 urban portion of the trail required approximately twice as much funding per foot as the previous two phases with mainly rural sections. To provide the necessary funding, a partnership between the Federal Highway administration, the Kentucky Transportation Cabinet, and local agencies was established. This partnership maximized the investment available and allowed for installation of the longest continuous segment of solid green bike lanes in Kentucky with intersection enhancements to improve safety and calm traffic, including raised intersections, bicycle boxes, and bump outs.

The project corridor is located within a Nationally Registered Historic District where existing limestone curbs are contributing elements to the historic character of the district. Over the years, the curb has been damaged and hidden by expanded sidewalks. Through careful planning and engineering, prominent historic corridor limestone curb segments were preserved and re-established in recognition of history. This public financial commitment is already leading to visible revitalization, with multiple new businesses that directly benefit the community such as grocery and food service enterprises.

Client:
Lexington-Fayette
Urban County
Government

Reference:
Doug Burton, P.E.
Director, Division of
Engineering
101 East Vine Street,
Lexington, KY 40507
(859) 258-3410

Completed:
2020



Recently awarded 2020
ACEC-KY Engineering
Excellence Grand Award.





Town Branch Commons Greenway & Rupp Arena/Lexington Convention Center Projects – Lexington, KY

Since 2007, Strand has been involved with many major project initiatives throughout downtown Lexington that directly relate to the Town Branch Corridor. Even earlier in the 1990s, our firm played a significant role in supporting the Heritage Hall Expansion for civil and utility related infrastructure elements, including a major extension of the Town Branch culvert system in the Cox Street parking lot. More recently this experience has involved master planning and feasibility studies for trails, streetscape and TIF District improvement initiatives as well as engineering designs for major roadway reconstruction efforts involving Main, Vine and South Limestone Streets. Collectively, this body of work has helped solidify Strand as the go-to information resource on infrastructure-related issues and needs throughout the downtown public realm.

As the civil engineering lead for the Rupp Arena and Lexington Convention Center project, Strand is also playing an important role in bridging infrastructure needs for this major downtown redevelopment initiative. Initially involved with this project in 2013 while supporting the feasibility study phase for Town Branch Commons, Strand has assisted with roadway design modifications to High, Main and Vine Streets, including major storm and sanitary improvements and utility relocations. This project has involved extensive field investigation and study of downtown issues ranging from localized flooding and identification of unmapped utility lines. Currently nearing completion, this \$310 million project will bring transformative change to downtown Lexington.

More recently, Strand is serving as a co-project lead firm through a teaming relationship on the Town Branch Commons (TBC) Greenway initiative to provide planning and design for green infrastructure, bike, pedestrian, streetscape and other related program elements. Relying on our knowledge from other Strand engagements in the downtown, we are bringing important insights on the emerging infrastructure framework being generated by these major undertakings. In addition to providing design guidance on green infrastructure, our efforts for TBC required detailed evaluations of Town Branch's twin culvert system and adjacent areas to help inform strategies for integration of these features which are integral to achievement of the vision for the linear park concept.

Client:

Lexington-Fayette
Urban County
Government

Reference

Brandi Peacher,
Director of Project
Management
Office of the Mayor
200 East Main Street,
Lexington, KY 40507
(859) 258-3100
bpeacher@lexingtonky.
gov

Completed:

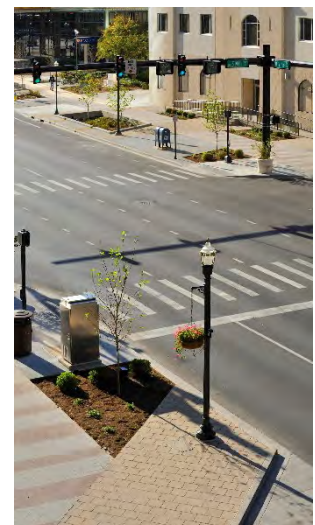
Ongoing



LCC LOBBY
LEXINGTON CONVENTION CENTER

INTERIORS PRESENTATION 06 01 2017

nbbj +



LFUCG | RFP#34-2021 East Lexington
Trail Connectivity & Traffic Safety Study



October 4, 2021

Past Record and Performance – Page 5

Winchester Road (US 60)/Liberty Road Intersection Projects – Lexington, KY

Strand has completed multiple projects near the intersection of Winchester Road (US 60) and Liberty Road. Our familiarity and understanding of the Liberty Road corridor is informed by unmatched prior corridor experience that includes:

- **Liberty Road at Winchester Road Intersection Improvements** – This project was completed through the Indefinite Services Contract No. 1. The project included pavement reconstruction, ADA/Pedestrian improvements, providing a cross walk and shorting the crossing distance, defining the sidewalk from commercial parking areas, coordination with KYTC and LFUCG Traffic, turning movement study, and completion of public acquisition plats.
- **Winchester Road, East Seventh Street, and Liberty Road Intersection Improvements, KYTC Item No. 7-3204** – This LFUCG Traffic Engineering project has been designed and bid and is currently waiting on fabrication of signal mast arms before construction begins. The completed plans include sidewalk improvements along Winchester Road and traffic signal improvements. Strand and LFUCG Traffic Engineering staff worked collaboratively to design the project and develop contract documents for the project.
- **Liberty Road Sidewalk Improvement Evaluation** – This project was completed through the Indefinite Services Contract No. 1. The project included the evaluation of sidewalk improvements beginning at Winchester Road intersection at the corner commercial property, along residential properties with minimal building setbacks, and across the Dallas Avenue intersections. The improvements considered the minimal available right of way, commercial access, residential parking, roadway drainage considerations, and mitigation of utility impacts.

Client

Lexington-Fayette Urban
County Government

Reference

Doug Burton, P.E.
Director, Division of
Engineering
101 East Vine Street,
Lexington, KY 40507
(859) 258-3410

Completed

2014, 2016, and 2019

Cost

\$125,000





Liberty Road (KY 1927) – Fayette County, KY

Strand is providing design services for reconstruction of 1.2 miles of Liberty Road (KY 1927) in the City of Lexington. The project includes widening the existing two-lane rural typical section to improve capacity while modernizing to an urban typical section with bike and pedestrian accommodations. The Liberty Road project limits extend from New Circle Road (KY 4) to Liberty Elementary School with both commercial and residential adjacent land uses. The corridor experiences heavy traffic congestion with 19,000 vehicles per day on Liberty Road and having an at-grade signalized intersection the highest non-freeway section of New Circle Road carrying 50,000 vehicles per day. Further attributing to the delay is the significant amount of bus traffic with the Fayette County Public School Bus Depot being located on the corridor and having approximately 400 bus trips per day.

Client:
Kentucky
Transportation Cabinet

Reference:
Joshua Samples, P.E.
KYTC District 7

Completed:
Ongoing

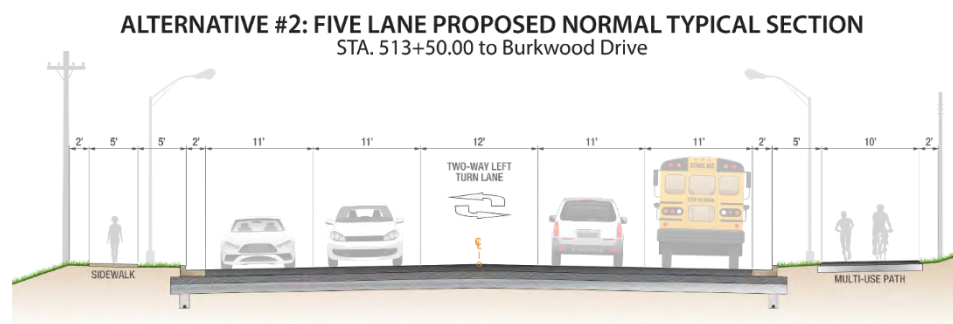
Construction Cost:
\$10,000,000 (Est.)

The preliminary evaluation included a review of various intersection and interchange options for Liberty Road and New Circle Road. While providing a grade separated interchange would best accommodate the heavy traffic volumes, limited funding for this project focused the advanced traffic analysis to at-grade intersection options. Innovative intersection approached included the removal of the left turning movements at the New Circle Road intersection via quadrant roadway or bowtie intersection configuration with roundabouts on Liberty Road. The analysis determined that the innovative intersections would improve travel times along New Circle Road and better handle anticipated increases to future traffic volumes. However, these alternatives will require extensive improvements outside the current project limits and will be further evaluated during the anticipated New Circle Road expansion.

Corridor typical section alternatives include both a 3-Lane and 5-Lane urban section. The travel demand model predicts that if the 5-Lane section is implemented that the corridor traffic volumes will grow by over 25% with existing traffic diverting to the Liberty Road from other heavily traveled arterials (US 25 and US 60). While this would result in benefits to Liberty Road and adjacent arterial corridors, it will also likely lead to increased travel speeds during non-peak periods.

The roadway improvements impact three existing FEMA mapped stream floodplains including reduction of existing detention areas. As part of the design, Strand developed modifications to the detention areas and developed control structures to reduce peak flow rates to be sensitive to potential downstream basin impacts.

The final design provides a dedicated side path along Liberty Road that will be a part of the Liberty Trail/Brighton Rail Trail that will eventually tie into the Town Branch and Legacy Trails to connect the heavy residential suburban areas to downtown Lexington.



Fairview Avenue (KY 234) Safety and Capacity Study – Bowling Green, Kentucky

The Fairview Avenue (KY 234) corridor between Lehman Avenue and Hayes Lane is a four-lane roadway classified as a minor urban arterial with an average daily traffic (ADT) volume of 23,730 vehicles per day (vpd). The corridor currently experiences significant levels of congestion and exhibits high crash rates associated with a lack of access control within the project limits. Fairview Avenue has been widened to a five-lane section with a two-way left-turn lane to the east and west of the project limits, leaving the section between Hayes Lane and the US 31W Bypass as an isolated segment of four-lane roadway. Moreover, recent development along the corridor and overall growth throughout the City of Bowling Green have increased traffic volumes, resulting in growing public interest in developing solutions to these issues. Strand was selected to lead the completion of a study for the corridor by the Bowling Green-Warren County Metropolitan Planning Organization (BG-WC MPO), the City-County Planning Commission, the City of Bowling Green, and the Kentucky Transportation Cabinet (KYTC).

Strand's data collection efforts went beyond the typical corridor study as they included traffic counts, historic crash data, right of way and property valuations, and utility data. This allowed the project team to fully evaluate each phase of project delivery for the alternatives and confirm the feasibility of the recommendations. Strand evaluated a road diet, barbell roundabout alternative, and widening to a five lane section in Synchro/SimTraffic and Rodel software. The final recommendation included a

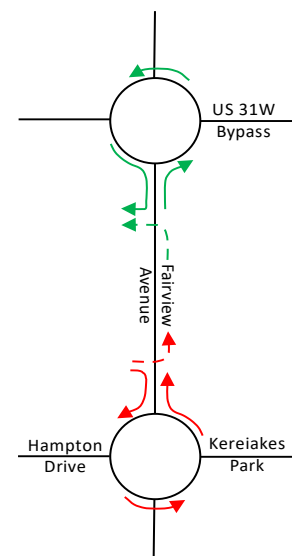
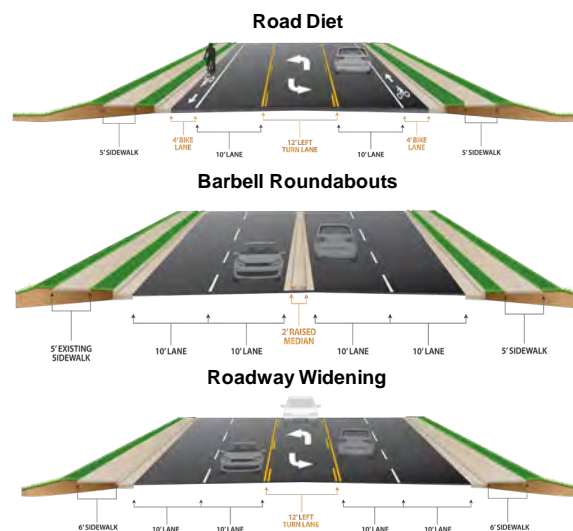
hybrid option that recommended widening for a two way left turn lane, added capacity at intersections, and allowed the public, City, County, and KYTC to provide input on their preferred intersection improvement at the Kereiakes Park intersection. Strand provided pros and cons for a signalized intersection and a roundabout and allowed the public to vote in person or via an internet link on their preferred solution. Strand compiled crash modification factors for the proposed countermeasures and the projected crash rates for the corridor were all under the statewide average for similar roadways.

This study included a significant public involvement component to engage commuters that travel Fairview Avenue and local residents and business owners along the corridor. Two public meetings were held and each attracted between 75-100 people. Scott Ramsey, president and CEO of Warren Rural Electric Cooperative Corporation, commented that he appreciated the opportunity to be heard before decisions are made and "They've done a good job of listening to the people." Strand facilitated a question and answer session with the public, held one on one conversations with attendees, and compiled public comments on large exhibits of the corridor with post it notes. Outreach efforts also included videos of traffic simulation and a voting booth for the preferred solution to the Kereiakes Park intersection.

Client:
City County Planning
Commission of Warren
County

Reference:
Karissa Lemon
Project Manager
(270) 842-1953

Completed:
April 2018



The barbell roundabout concept allowed an indirect left turn using roundabouts at each end of the corridor.



Strand held two public meetings to gather input and then present the recommendations.



KY 18 Multi-Use Path – Boone County, KY

Strand is currently providing services for the County to design over a mile of multi-use path along KY 18 between KY 237 and Aero Parkway. The purpose of this project is to add a 10 foot wide multi-use path along KY 18 connecting to an existing path at the intersection of KY 237, proceeding along the north side of KY 18 to Limaburg Road, where it will cross over Gunpowder Creek and continue to Aero Parkway (KY 1017). The proposed path will connect to the existing multi-use path along Aero Parkway to the north and to a pedestrian network along Oakbrook Drive to the south.

The project will create a connection that will complete a loop around the CVG Airport, running along KY 20, KY 237, KY 18, and Aero Parkway. The path network will reach Florence and will connect along KY 18 all the way to Burlington, forming a substantial network of non-motorized connectivity in Boone County. The KY 18 corridor includes a significant amount of retail, residential homes, the main branch of the Boone County Public Library and a public transportation park and ride center.

Strand performed an alternatives evaluation for two alignment options along the west portion of the project (KY 18 and Florence Pike) as well as an evaluation of alternatives for crossing Gunpowder Creek, including alignments along the north and south side of KY 18 and potential creek crossing options which included utilizing existing pavement, a retaining wall, or a pedestrian bridge. After the alternatives were evaluated on a basis of cost, right-of-way impacts, environmental impacts, and overall utility of the path, it was determined that keeping the path within the existing right-of-way of KY 18 on the north side of the roadway was the preferred blend of alternatives.

Additional services provided in the design phase of the project include survey and geotechnical services, drainage design, and structural design of a soldier pile retaining wall. Strand is also providing utility coordination, traffic signal timing and phasing improvements, traffic control plans, and right-of-way plans. One goal the County was interested in achieving as a part of this project was to create a connection of the proposed path with the path network west of KY 237. The intersection of KY 18 and KY 237 is a separated grade single point urban interchange. This type of interchange presents a challenge for providing pedestrian crossings due to the operations of the single traffic signal for the interchange. Strand is coordinating with KYTC on a proposed plan to modify the traffic signal timing to provide the desired crossing.

Once the Final Right-of-Way plans have been approved, Strand will be coordinating with the County to perform right-of-way acquisition services as well. Construction of this project is anticipate to begin as soon as all right-of-way is acquired.

Client

Boone County Fiscal Court

Reference

Daniel Menetrey, P.E.
Capital Projects

Manager

Boone County Public Works

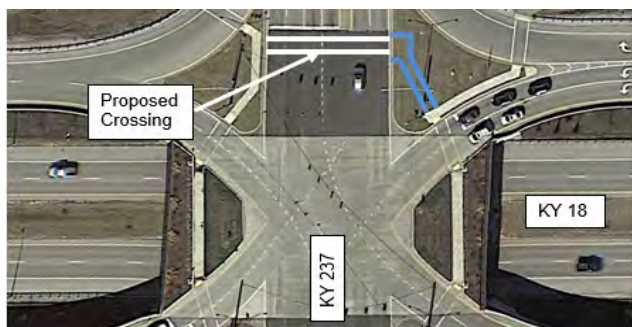
dmenetrey@boonecountyky.gov

Completed

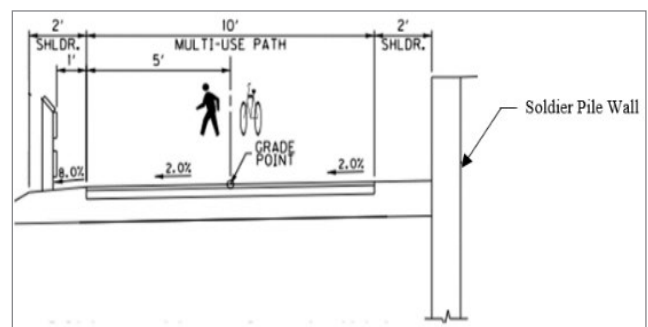
Ongoing

Cost

\$1,400,000



Proposed KY 237 Single Point Interchange Crossing.



Proposed Soldier Pile Wall Section.



CLI-FAY Friendship Trail, Phase 1-C – Clinton County Park District, OH

We worked with the Clinton County Park District, Clinton County Engineer's Office, and ODOT District 8 on the first phase of the Clinton-Fayette Friendship Trail (CFFT) to be constructed in Clinton County (aptly named Phase 1-C). This phase, which is approximately seven miles, starts east of Wilmington, continues through the Village of Sabina, and ends near the Clinton County line. The entire CFFT is an approximately 22-mile regional trail connecting Wilmington, Ohio to Washington Court House, Ohio, and is part of a larger 50-mile trail that will enhance connectivity between Cincinnati, Dayton, and Columbus.

This "rails-to-trails" project was constructed primarily within an abandoned railroad corridor, although approximately 2,000 feet of the trail utilizes shared use lanes through the Village of Sabina. The on-street portion of the trail also includes a crossing with the active railroad.

The project also includes 11 stream crossings. Three of the crossings have existing culverts that remained, while the other eight required new drainage infrastructure. We designed six new pipe culverts, ranging in size from 24 to 54 inches. We also designed two new structures, including a prefabricated steel truss that will be supported on existing stone abutments in place from the previous railroad bridge and a 26-foot by 10-foot prefabricated three-sided culvert.

We worked with a number of stakeholders, including the Park District, the Village of Sabina, the Clinton County Regional Planning Commission, and local property owners to determine the preferred alignment and character of the trail. Phase 1-C was constructed in 2016.

Reference:

Jeffrey Linkous, P.E.,
P.S., Clinton County
Engineer
937-382-2078

Project Manager:

Jeff Heimann, P.E.

Date:

Construction completed
in December 2016

Construction Cost:

\$2,200,000



CFFT is an off-street and on-street bike path.



Existing stone abutments were reused for prefabricated steel truss bridge.



Existing railroad crossing at Mound Street.

Ronald Reagan Highway Montgomery Road Interchange Improvement – Montgomery, OH

Strand worked with the City of Montgomery to convert the existing separated grade trumpet interchange between State Route 126 (Ronald Reagan Highway) and US 22 (Montgomery Road) into a multilane roundabout, making it the first freeway interchange converted to a roundabout in the state of Ohio. We assisted the City and the development team for the vacant parcels to the north with the evaluation of a range of alternatives that modify the interchange so that the development could utilize the space to the east of the existing interchange.

A portion of the area targeted for redevelopment is currently limited access right-of-way for the existing grade-separated trumpet interchange at SR and US 22. The interchange is located in a dense urban area and experiences significant congestion in peak hours, during which it serves over 4,500 vehicles. We completed a preliminary traffic analysis that included developing forecasted traffic volumes and analyzing alternatives including a roundabout, traffic signal, and half diamond configuration. The analysis focused on traffic operations, footprint, cost, aesthetics, maintenance of traffic, safety, and pedestrian/bicycle accommodations. The study concluded that a multilane roundabout was the recommended preferred alternative.

We prepared construction plans which included the design of the roundabout located approximately at the elevation of the existing bridge that carries US 22 over SR 126, with a large amount of embankment being necessary to fill the existing site. Other design features included with the project are roadway widening, intersection improvements, traffic signal design, drainage design, removal of the existing roadway bridge, signing, pavement marking, and lighting. Each of these design features need to be specifically unique to this project as there are few similar projects within the region.

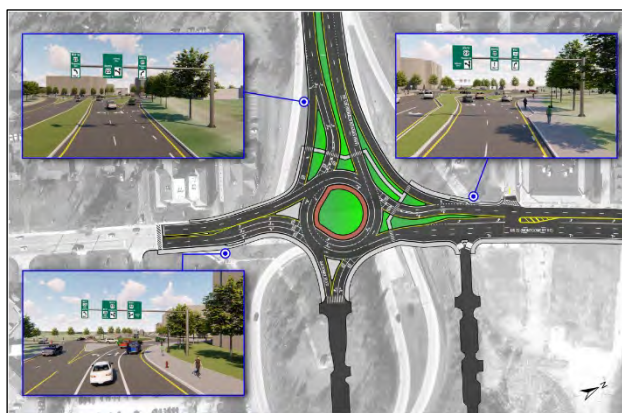
The improvements were constructed without the closure of any of the local roadways or highway ramps. We developed a maintenance of traffic scheme, including capacity analysis involving five phases to maintain traffic for the nearly 40,000 vehicles per day that use the corridor.

Stakeholder coordination was a critical piece in the progression of this project. We engaged the public in the design process early and to gain support for the project and keep everyone informed. We also coordinated the roundabout design with both the utility companies and the development team to keep all parties apprised of design changes.

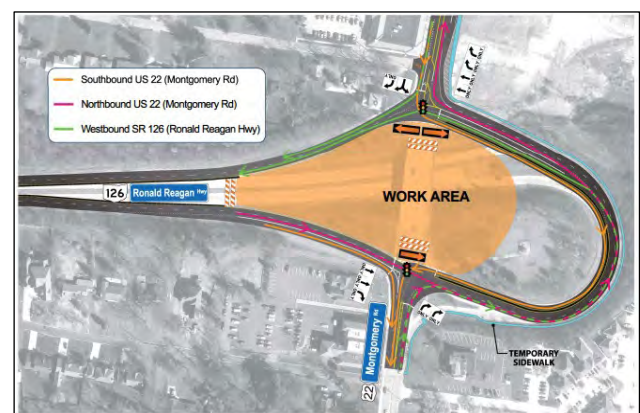
The project was bid in October 2019 and construction began in early 2020. A ribbon cutting was held in August 2021.



The multi-lane roundabout replaced a separated grade interchange at US 22 and SR 126 and opened in August 2021.



The proposed multi-lane roundabout will replace the existing separated grade interchange at US 22 and SR 126.



Temporary traffic pattern during Phase 2 of construction. This traffic pattern will be in place for the majority of construction.



Second Street (US 60) Corridor “Complete Street” Improvements Initiative – Frankfort, KY

Strand was selected by the City of Frankfort to design an \$8M USDOT TIGER-funded urban roadway reconstruction project along US 60. In Phase 1, Strand performed a traffic analysis to determine the feasibility of a road diet from a 3-lane section to 2-lane roadway for additional multimodal accommodations. This 1-mile downtown multi-modal improvement project includes intersection and signalization improvements, streetscape enhancements, green infrastructure, and rehabilitation and upgrades to aging infrastructure. The reconstruction also includes removal of underutilized turn lanes to allow for increased space for improved bicycle and pedestrian accommodations and streetscape improvements. The project will also separate the existing combined sewer by installing new drainage and sanitary infrastructure. Green infrastructure will be incorporated along the roadway to provide water quality improvements before the drainage reaches the Kentucky River.

Central to the success of the Strand supported TIGER Grant submittal application was the benefit-cost analysis that demonstrated a significant environmentally based return on investment. This was accomplished through an added storm sewer separation project component aimed at reducing combined sewer overflows into the Kentucky River. Through our informed understanding of the project corridor and local relationships, we were brought on board at an early stage to help shape the project and were the logical choice for project implementation. Strand provided technical assistance throughout the grant application planning process and participated in various outreach efforts with community leaders and representatives of the Kentucky Congressional delegation. Strand was publicly recognized at the TIGER grant ceremony by the City of Frankfort, which included U.S. Secretary of Transportation Elaine Chao as a guest speaker at the event.

Client

City of Frankfort
Chuck Knowles, P.E.
Second Street Project Manager
315 West Second Street,
Frankfort, KY 40601
(502) 875-8500

Completed

Ongoing
(construction phase)

Cost

\$8 Million

Funding

LPA-Funded Project



Main Street – Completed Lane Configuration Modifications



Abandoned Rail Removed from Second Street



Jessamine County Bike and Pedestrian School Connector Study – Nicholasville, KY

Strand, who was selected by the City of Nicholasville through a partnership with the Jessamine County Fiscal Court and Lexington Area MPO, conducted a bicycle and pedestrian master plan along KY 29 (Wilmore Road) and KY 39 (Maple Street) Corridor. The Study's purpose is to provide a safe and integrated bicycle and pedestrian system that will enable students to walk and bike to school from residential areas adjoining the corridor.

The 5-mile corridor includes both rural and urban conditions and extends from US 68 to the future Eastern Bypass and is home to eight public schools, but only four stop-controlled intersections to slow vehicles. With very limited access to sidewalk facilities along the corridor, students and other pedestrian traffic are routinely observed walking along worn footpaths adjacent to the roadway and crossing at unsafe locations.

Community outreach included an involved stakeholder group with representatives from the community, schools, and governing agencies. Focus group meetings with students, teachers, and administrators from schools directly along and near the corridor provided valuable feedback and insights to concerns and desires. Feedback from government leaders and technical staff identified additional concerns and helped communicate future anticipated changes. Throughout the meetings and study analysis, safety was identified as a prominent concern for motorists, cyclists, and pedestrians. A strong desire for eventual regional connectivity was also voiced, especially to the City of Wilmore and US 68 Shared Use Trail.

Based on feedback from public and stakeholder meetings, the primary typical section that was selected for this corridor was a 12-foot shared-use path. Along segments where a separated facility is not feasible due to limited width, a shared-use path adjacent to the roadway was preferred. In the downtown area, bike lanes with sidewalks are preferred to provide connectivity to and through areas with limited available right-of-way.

The resulting alignment recommendations included identification of six separate projects. Improvements include traffic calming and control to facilitate highway crossings, rural separated shared use paths, urban bike design considerations for the downtown section, and multiple bicycle and pedestrian options for the US 27 By-pass interchange. This planning effort received tremendous public and political support and is expected to help catalyze future bicycle and pedestrian initiatives for this fast-growing community. The Study culminated with a joint commitment between the City, County and Public School system to share the cost for the initial implementation of West High and East High Phases. Strand is currently providing design and right-of-way acquisition services for this project.

Client

City of Nicholasville, KY

Reference

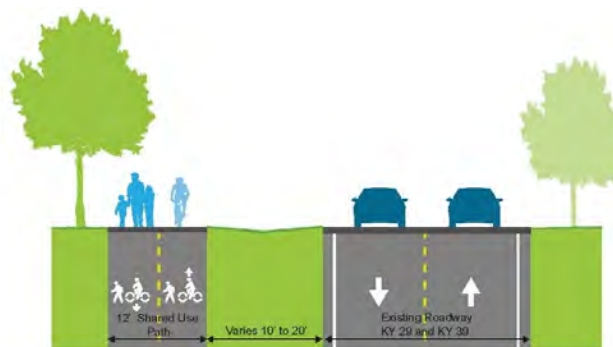
Tim Cross, P.E.
City Engineer
517 N. Main Street
Nicholasville, KY 40356
(859)885-1121

Completed

Ongoing

Cost

\$14 Million



SHARED USE PATH TYPICAL SECTION



Project Team

Ongoing Relationships with Project Stakeholders Will Inform Important Considerations for Community Buy-in

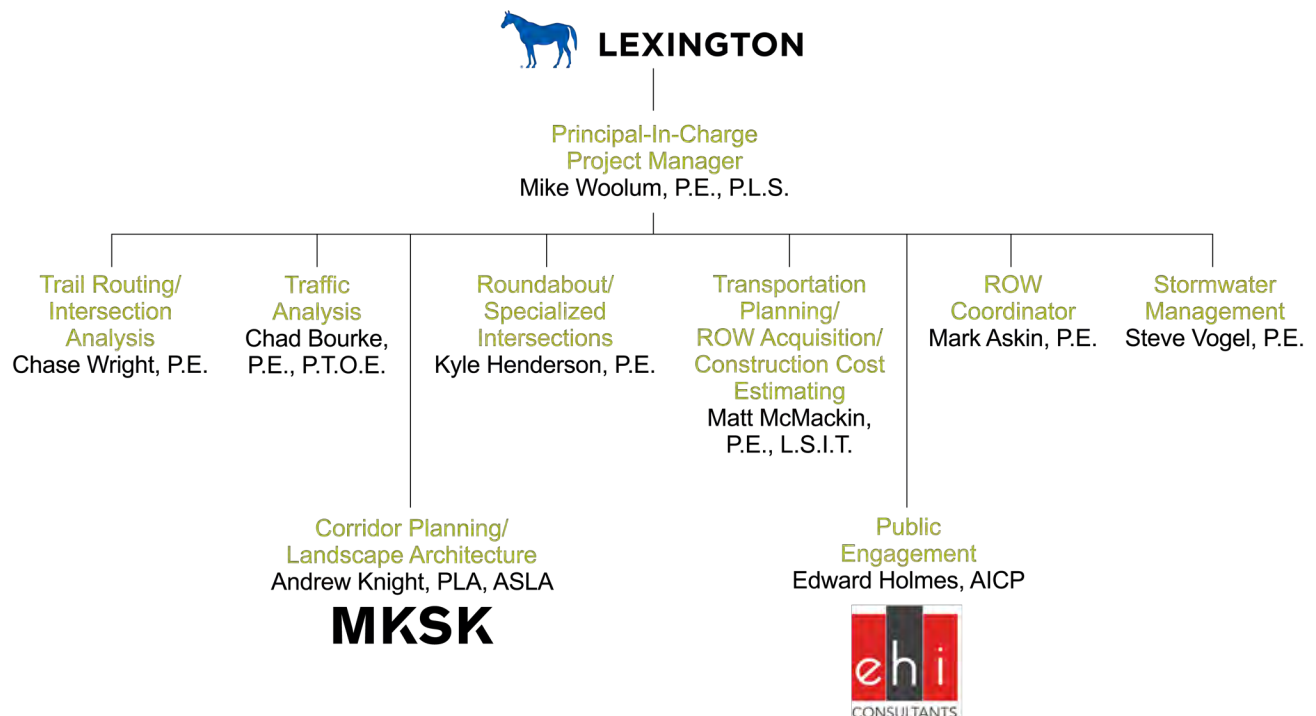
The Strand Project Team brings a deep background with the credentials needed to facilitate successful completion of LFUCG's East Lexington Trail Connectivity and Traffic Safety Study. Our team is composed of experienced planning and design professionals assembled specifically to address the specialized services required for such an important undertaking. Moreover, Strand has included proven partners with whom we have successfully collaborated with on other major master planning and design engagements.

Our Project Team offers the complete range of engineering capabilities needed for this project.

EHI Consultants is highly recognized for its proven track record with Public Engagement-related services. Very notably, Ed Holmes has been integral to LFUCG's recent efforts to formalize acceptable approaches for the outreach initiatives that are frequently required for planning and zoning related matters. The need for robust public engagement is a hallmark of the 2018 Imagine Lexington Comprehensive Plan, which he will lead on our team's behalf.

MKSK are planners and experts in corridor revitalization and development, community and economic development strategies, public and stakeholder consensus building, and urban design and implementation. Their planners have the unique ability to work in conjunction with the firm's urban design studio to bring multi-disciplinary expertise, high-quality design, and achievable, real-world solutions to all of its planning efforts the help realize the vision.

The organizational chart below outlines the individuals we have selected to address all the essential areas required for completion of the project. *Detailed resumes are included in the Appendix section of this submittal.*





QUALIFICATIONS OF PROJECT MANAGER

Michael Woolum, P.E., P.L.S. – Principal-In-Charge/Project Manager

Mike will serve as the **Principal-In-Charge** and **Project Manager** for this project. As a licensed civil engineer and land surveyor, Mike brings over 36 years of related experience in the transportation and municipal engineering disciplines. His experience encompasses a wide array of engagements ranging from master plans and feasibility studies to design and construction of major capital improvement projects. His achievements include many high-profile multimodal initiatives involving implementation of streetscape and complete street conversions as well as shared use and separated bike/pedestrian facilities. His efforts have included development of corridor framework plans designed to help guide future planning and development in achieving broader community objectives. In supporting and leading these kinds of undertakings, Mike has been instrumental in developing carefully crafted outreach strategies to help educate and inform the public in building the broad base of consensus often required for the resulting outcomes that are necessary.



QUALIFICATIONS OF KEY PROJECT TEAM MEMBERS

Chase Wright, P.E. – Traffic Routing/Intersection Analysis

Chase will be responsible for **Trail Routing/Intersection Analysis** for this project where he brings over 14 years of experience in the transportation and municipal disciplines helping communities plan and implement roadway, bike, and pedestrian infrastructure. He is a graduate of the University of Kentucky and has extensive experience in Lexington working with LFUCG, Kentucky Transportation Cabinet, and local bike and pedestrian organizations. He has extensive experience in both planning and implementing bicycle and pedestrian projects throughout Kentucky including over \$50 million in planned and completed projects. Chase is currently leading the design of the Liberty Road widening improvements that included access modifications for the Fayette County School Bus Garage and future Old Rosebud extension to Liberty Road. In addition, Chase was the engineer of record for the recently completed Legacy Trail Phase 3, Town Branch Commons Phase 7, and the nearly complete Town Branch Trail Phase 6.



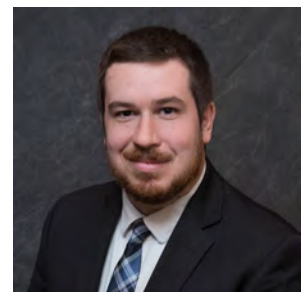
Chad Bourke, P.E., P.T.O.E. – Traffic Analysis

Chad will serve as **Traffic Analysis** Engineer. Chad brings over 17 years of applied experience, is a licensed professional engineer in Kentucky, and is a registered Professional Traffic Operations Engineer. Chad brings considerable experience with microsimulation and signal timing and phasing providing him with the holistic knowledge essential to the delivery of effective traffic control solutions. He was instrumental with Strand's efforts on the Downtown Streetscape Improvements Project for Lexington where he supported traffic considerations for new bike lanes, pedestrian systems, and intersection upgrades to Main, Vine, and South Limestone Streets. His efforts included a Synchro traffic analysis of the downtown Central Business District to confirm proposed roadway geometric and intersection improvements for these corridors. Chad was also instrumental with the design of the traffic signals where he developed traffic signal infrastructure improvement plans and corridor signage/markings plans.



Matthew McMackin, P.E., L.S.I.T. – Transportation Planning/ROW Acquisition/Construction Cost Estimating

Matt will be responsible for **Transportation Planning/ROW Acquisition/Construction Cost Estimating** for this project. Matt has over eight years of experience as a transportation engineer and planner. His experience includes urban and rural roadway design, multi-modal transportation planning and design, traffic analysis and modeling, and data collection and management assisted by geographic information systems (GIS). He has collaborated on numerous transportation projects including local and regional planning efforts, preliminary design and scoping, detailed roadway design, and urban, greenway, and rail-to-trail shared use paths. He is currently leading the right-of-way and design efforts for the Jessamine County Bike and Pedestrian School Connector Projects and other multi-use paths including KY 18 and KY 237.





Andy Knight – Corridor Planning/Landscape Architecture

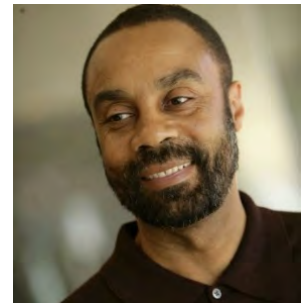
Andy will provide **Corridor Planning/Landscape Architecture** services for this project. Andy believes each project presents a unique opportunity to be explored, to discover something new yet familiar, and to provoke a heightened sense of emotion. Andy's strengths lie in his holistic approach to urban design and community development. His urban design and planning experience ranges from master planning for neighborhoods, urban redevelopment, multimodal transportation planning and design, and a variety of street enhancement projects. His experience in working with multiple communities over has provided a solid understanding of the users and high level of expectations. Andy's sensitivity to sense of place and community engagement uniquely positions him to deliver meaningful, performative, and innovative planning and design strategies. Andy's inspiration comes from his passion for high quality design through an integrated and collaborative design process with clients, users, constituents, contractors, and peers.



MKSK

Edward Holmes, AICP – Public Engagement

Ed brings over 47 years of planning related experience with the development of land use and comprehensive planning documents and public involvement. He will lead our project team's efforts for **Neighborhood Outreach and Public Meetings**. Ed first served as a land use planner and then Director of Planning for the Bluegrass Area Development Districts (BGADD) Division of Planning, where he led the districts comprehensive planning efforts for the 17-county Central Kentucky regional planning agency. While at the BGADD, he had written over 30 comprehensive plans, subdivision regulations, zoning ordinances and other planning and regulatory codes and ordinances. More recently Ed has become recognized for his ability to comprehensive facilitate public engagement activities for major community defining projects. He has assisted Strand on Legacy Trail and other high visibility projects and has served as an advisor to LFUCG in their efforts to develop and implement the **Public Engagement Toolkit (PET)** as a framework approach for outreach initiatives.



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CONSULTANTS

Kyle Henderson, P.E. – Roundabout/Specialized Intersections

Kyle will serve as **Roundabout and Specialized Intersections** engineer. Kyle has been a transportation and traffic engineer for 14 years, specializing in detailed traffic analysis, intersection control evaluations, intersection design, traffic signal design, and plan delivery with both our transportation and municipal disciplines. He has been involved in the modeling and design of more than 70 traffic signals and 30 roundabouts for various state and local agencies in Kentucky, Wisconsin, Illinois, Texas, and Ohio, including the Verona Road Single Point interchange and Wisconsin's first Diverging Diamond Interchange at I-39 and STH 11 south of Janesville. Kyle's traffic engineering experience includes completion of more than 60 intersection control evaluations and numerous corridor and intersection studies and is experienced in analysis with Highway Capacity Software (HCS), Synchro, SimTraffic, SIDRA, Vissim, Paramics, and RODEL.



Mark Askin, P.E. – ROW Coordinator

Mark is the Director of Strand's Right-of-Way and Easement Acquisition and will be the **ROW Coordinator** for this project. He has nearly 26 years of experience working with KYTC, utility companies, and municipalities on right-of-way acquisition projects. In total, Mark has acquired or overseen the acquisition of over 5,000 parcels for multiple clients. Mark has also acted as Right of Supervisor role for KYTC on the Mountain Parkway Expansion projects and is currently acting in a similar role for the Bridging Kentucky Program. With projects ongoing or completed in every District, Mark understands each individual's expectations during the acquisition process. His work with the Kentucky Transportation Cabinet on design and right-of-way acquisition gives him the foresight to facilitate the best design decisions that also minimize impacts to property owners and businesses.





Steven Vogel, P.E. – Stormwater Management

Steve is will be responsible for **Stormwater Management** for this project. His credentials include significant involvement with design and/or construction of over 77 stormwater related projects. He brings over 15 years of experience as certified educator and professional engineer, having a strong emphasis in the area of stormwater management. In addition to general civil engineering core capabilities, he is the lead design engineer on a variety of projects for both public and private sector clientele. His wide range of stormwater management related experience includes green infrastructure implementation, master planning and regulation initiatives, permitting, public engagement and education, asset management inventories, data management and mobile application deployment, SWPPP reviews, and the development of standards for stormwater quality and quantity management. This experience has been gained as both a designer and specifier, allowing him to understand the regulatory impacts of various aspects of project components.



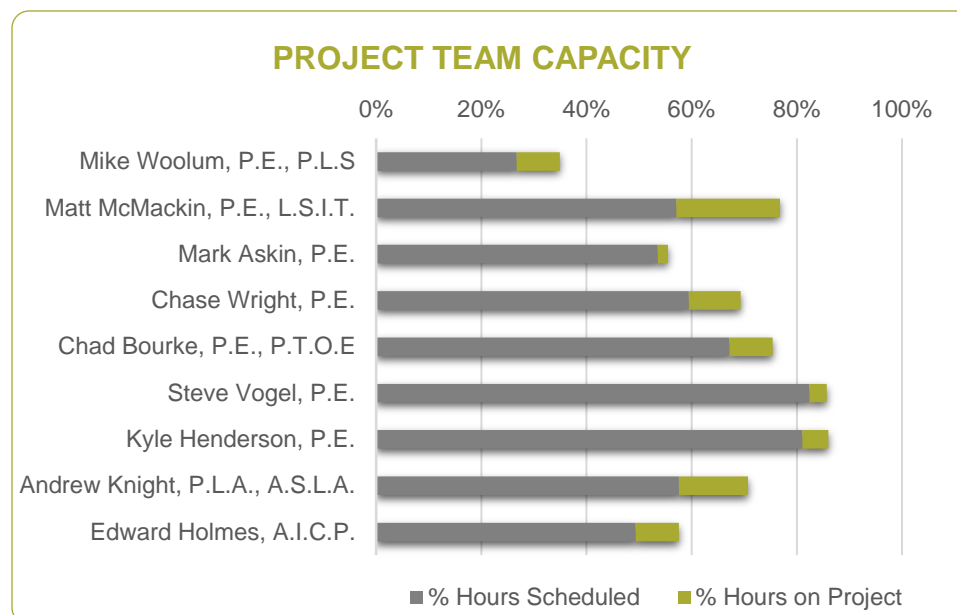
CAPACITY TO PERFORM WORK

Staff Availability to Meet all Scheduled Project Demands is Affirmed Through Strand's Corporate-Wide Scheduling System

Our project team's availability is demonstrated through our firm-wide scheduling system. This scheduling system provides that gives us up-to-date status reports on the schedule of every staff member. We can make commitments to project schedules because we know the current workload of employees each month for several years out and are able to closely monitor the progress of each project.

Based on the effort required for the project, we have projected the production-hours for key team members established by the schedule we have anticipated. The required number of hours have been compared with the available hours and considered with current staff commitments. Strand has the availability to comfortably meet your project requirements at all points throughout the project. If awarded this contract, we will immediately input team member hours in our scheduling system as part of our commitment to on-time service delivery.

Our Team has availability and is committed to delivering a quality project for LFUCG.

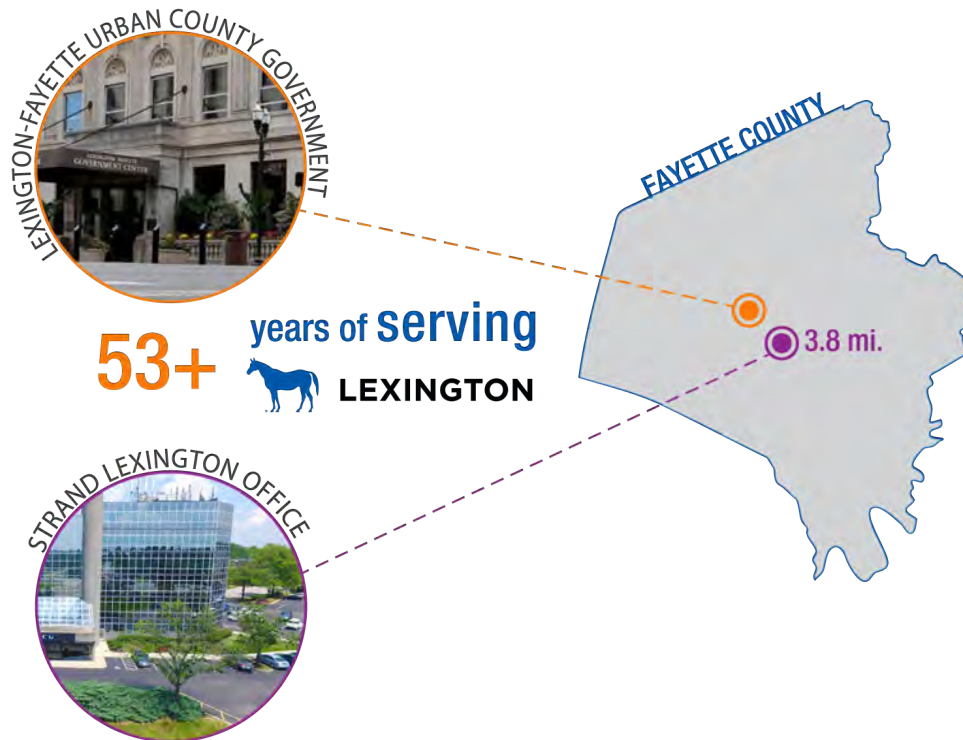




DEGREE OF LOCAL EMPLOYMENT

Our 53+ Years of Continuous Service to LFUCG Demonstrates the Commitment of our Local Office to Successfully Delivered Projects

Selection of Strand for this project will maximize local employment by virtue of our locally assembled project team. Our firm has been contributing part of the Lexington community since 1968, and many of our staff are long-term Lexington residents. This project will be managed through our Lexington office and will make extensive use of our local staff. In addition, EHI is locally based with a staffing complement that is prepared to support our every project need. MKSK is also readily accessible in the City of Louisville, just a short drive away. As a firm that supports initiatives of our local government, we endeavor, where practical to incorporate MWDBE participation goals in our contracting opportunities. For this project, the Strand Team includes MWDBE firm EHI Consultants, Inc. to assist with public involvement and land use planning. Their participation will be structured to exceed LFUCG's 10% DBE goal. If selected, we will happily engage LFUCG in discussions of scope for other opportunities to support VOB participation goals as required.



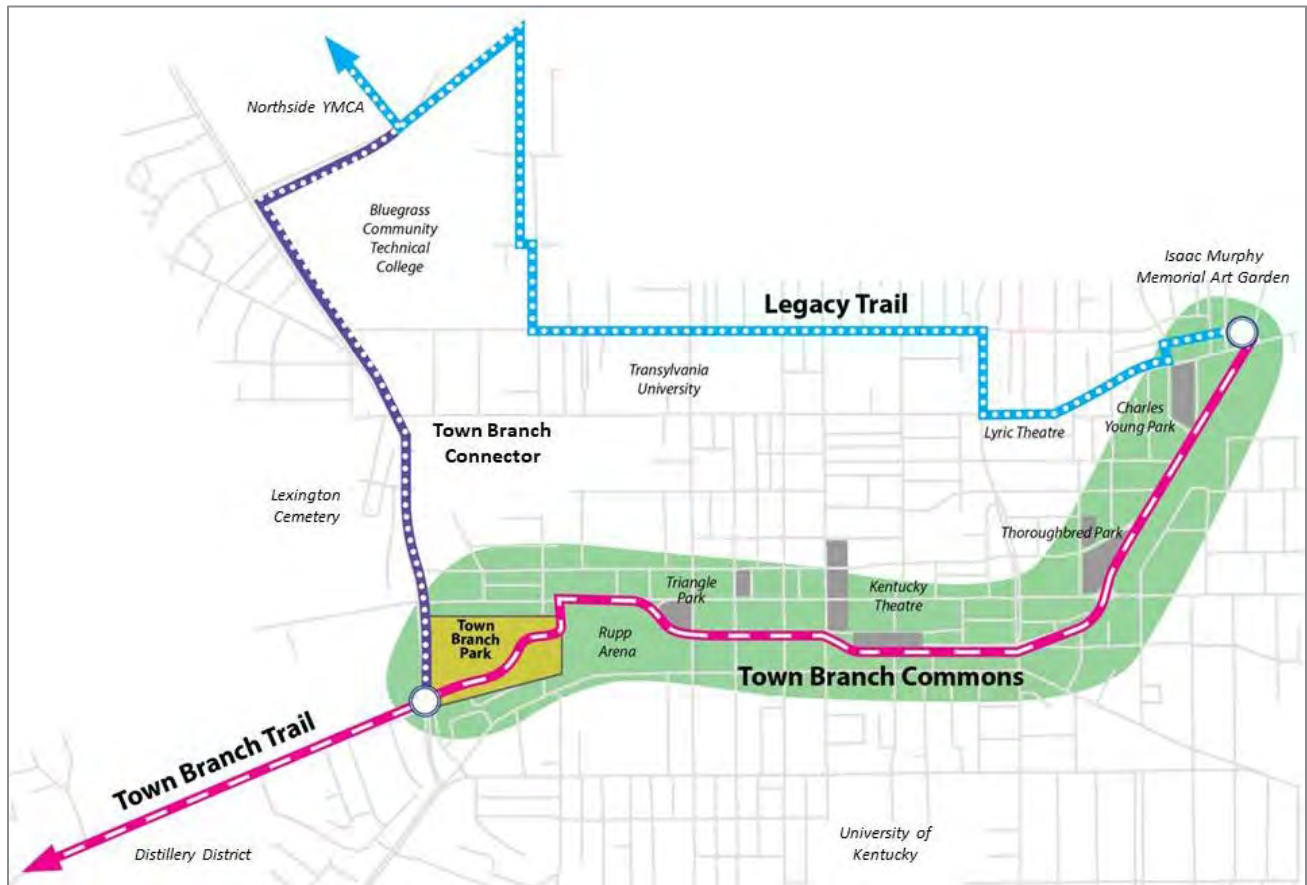


Project Understanding

Working Knowledge of Study Objectives Provides Unparalleled Understanding of Corridor Opportunities and Related Needs for Trail Implementation

Having directed and/or supported planning, design and, construction for significant portions of nearly every Major Bikeway Corridor comprising Lexington’s trail network, Strand has become an integral partner for development of these newfound community assets. This includes the East Lexington Trail where members of our project team are actively involved with the design of Liberty Road and a parallel multi-use path that will connect the Brighton/Liberty Trail to New Circle Road. Our team has also supported early visioning efforts related to the eventual extension inside New Circle Road where it must navigate many challenges for its eventual extension to the Isaac Murphy Memorial Art Garden. At this terminus location, the East Lexington Trail will join two prominent Major Bikeway Systems, Legacy Trail and Town Branch Commons, shown on the below LFUCG graphic, that Strand has been integrally involved with throughout all stages of development.

Strand brings extensive project related experience throughout the Liberty Road corridor and all connecting trails that will directly inform the East Lexington Trail Study





Potential for Gateway Solution at Third and Midland Addresses Multiple Issues Affecting Safety and Mobility for all Modes of Travel Along Corridor

Central to Strand's visioning efforts in anticipation of this study was our technical support for key strategy meetings to help inform community dialogue for opportunities that support the East Lexington Trail connection. This included engagement with City leaders and KYTC District 7 and Central Office decision makers on critical needs for this major downtown intersection. In its current form the intersection at Third and Midland effectively isolates the City's new downtown trail network from neighborhoods and areas to the East. Through our early assessment of this potential gateway location, it became clear that significant improvements to this intersection will be needed to facilitate a safe connection for the East Lexington Trail. These observations were previously recognized through our involvement on Legacy Trail, where four primary considerations were identified as priorities for safe mobility in the East End Neighborhood area. The identified priority needs included:

- Elimination of unintended cut-through Traffic along Third Street
- Improved accessibility for Smucker's Area Transportation Logistics
- Development of safe crossings for bike and pedestrian traffic
- Improved roadway geometrics at intersection to restore full movement

With its 31+acre downtown location, the JM Smucker Company is one of Lexington's most highly recognized and long-standing manufacturing companies. Within its compound is a growing facility that relies heavily on large semi-trailer transportation logistics for delivery of raw materials and distribution of products, see below photo of a semi-trailer making a delivery. Included are 23 truck docks with more under development, and onsite storage for up to 100 semi-trailers, where the ability to efficiently maneuver in this area is an increasing concern. Their operations necessitate that incoming trucks along Winchester Road enter the facility near Midland Avenue and sometimes adjacent to IMMAG to circulate clockwise to the truck dock area. With these potential conflicts at IMMAG, our assessment suggested that a separate access for this industrial area be considered to improve accessibility and decrease truck access related delays along Winchester Road. This would also serve to separate heavy truck traffic from IMMAG which serves as a Major Bikeway trailhead connection. The intersection at Walton Avenue is also a consideration for a gateway solution given its adjacent proximity to Third and Midland. It is also a potential crossing location for neighborhood trail connections to the east that will extend to the Brighton Trail.

Third and Midland Gateway solution must recognize neighborhood and area business-related concerns to achieve successful outcome





Opportunities for Lower Stress Continuous Shared Use Path Include Creative Solutions that Help Build Stronger Communities

In reviewing corridor opportunities, a trail facility situated adjacent to the RJ Corman Rail Line that adjoins National Avenue would establish a key destination to connect neighborhoods to this organically revitalizing area of downtown. Through advance discussions with RJ Corman's operations staff we were advised that there are no active rail customers located along this former Herald Leader Spur. There were also reportedly ongoing discussions between Fayette County Schools and RJ Corman for the potential removal of rail lines on that property that the school system now owns. With these events ongoing, it may be the opportune time to explore the potential for acquisition of this spur line in the event access to the rear of properties adjoining this rail line is insufficient or unavailable to support a trail. Moving eastward to the active RJ Corman rail spur that extends toward Henry Clay Boulevard, the 50-foot right-of-way along Robertson Avenue could be reallocated to accommodate a separated trail facility providing direct access to the East Side and Kenwick Neighborhoods. Henry Clay Boulevard, with its generous 80-foot right-of-way and wide pavement cross section, also provides the flexibility to accommodate a separated facility that could extend to Liberty Road. This bringing Fairway and other adjacent neighborhoods together along this important segment opportunity.

Trail routing consideration for high-visibility destination areas is a priority for urban area alignments.



Strand Designed Winchester/Liberty Road Intersection Improvements and Corridor Assessment Revealed Insightful Potential Along Primary Routes

As LFUCG's Design Consultant for reconstruction of the Liberty Road intersection at Winchester Road, Strand provided technical support and plan production for improved pedestrian crossings and new traffic signals that also included the East Seventh Street approach. The completed intersection improvements accommodated the existing bike lanes along Winchester Road, which were considered in a subsequent authorization by LFUCG to study installation of ADA accessible sidewalk improvements along Liberty Road. This evaluation extended to a point east of Dallas Avenue where discussions with MPO resulted in a shift to a side path retrofit solution. Strand's investigation of the Liberty Road corridor uncovered right-of-way widths of 70-feet, which affords flexibility for creation of a separate side path along this corridor. These widths extend eastward to

Side path options were previously reviewed by Strand along downtown urban area segment of Liberty Road



Appletree Lane where they will allow for several separated facility retrofit options. Similarly, along Winchester Road the existing roadway cross-section would allow for the removal of bike lanes and creation of a separated side path alternative. However, the presence of commercial entrances would need to be carefully considered due to safety considerations for trail users. Implementation of traffic calming methods are possible along Liberty Road, however the traffic volumes and commercial entrances almost certainly suggest a high stress bikeway outcome along Winchester Road, that may be undesirable for this Major Bikeway route.

KYTC's Liberty Road Project Showcases the Strand Team's Proactive Approach and Critical Thinking for Trail-Related Corridor Considerations

As KYTC's Design Consultant for the Liberty Road Widening Project Strand has played an instrumental role in facilitating the eventual downtown connection of the East Lexington Bikeway System. Beginning near Star Shoot Parkway, this project extends over 1-mile eastward where it will end just inside New Circle Road at Creative Drive. This project also originates in the vicinity of the Liberty Trail where it crosses under Star Shoot Parkway and extends approximately 0.5-miles toward Winchester Road. During the Phase 1 Contract Negotiations, at Strand's suggestion a separated side path was incorporated into the roadway typical section to facilitate a major bikeway connection along this corridor to the downtown area inside New Circle Road. Having established the corridor bikeway as part of the project, our team also conducted critical evaluations of the corridor that resulted in the addition of following bike/ped project betterments in anticipation of an eventual downtown connection:

- Identified a connecting link opportunity for Brighton Trail through the City's Park situated just east of Liberty Elementary School.
- Facilitated discussions with MPO to partner with KYTC for establishment of Old Rosebud Road connection as part of the Liberty Road Construction Scope.
- Incorporated 8-foot side path within the typical section for Old Rosebud Road for improved neighborhood access to Liberty Road corridor side path.
- Applied access management principles to close Gerardi Road and Stonewood Drive access connections to Liberty Road with new interior subdivision connections to Old Rosebud Road.
- Consolidated two side path street crossings along Liberty Road with single Old Rosebud Road Crossing.
- Eliminated four driveway conflicts with side path by restricting access to one driveway entrance per lot or redirecting access to adjacent connecting street.

Suburban area Liberty Road project approach demonstrates critical thinking for East Lexington Trail Study Implementation recommendations

Through our critical corridor evaluation, we were able to bring beneficial improvements to the table that will better support extension of the Brighton Trail to a point inside New Circle Road.



Project Approach

Integrated Study Approach Leads to Viable Alternatives That Support Bike/Ped Master Plan

Strand is a recognized leader in transportation engineering with an emphasis in the planning and design of urban roadways and pedestrian, bicycle, and recreational trail facilities. Our credentials include project experience working directly with Lexington-Fayette Urban County Government (LFUCG), Lexington Area Metropolitan Planning Organization (MPO), and the Kentucky Transportation Cabinet (KYTC) in delivering signature projects for the City of Lexington. Strand's achievements through these client interests include major transportation projects with roadway, bridge, intersection improvements, and award-winning urban roadway, bicycle, pedestrian, and trail facilities. Our transportation professionals are well known for being implementation focused and for successfully developing projects from vision through completion. A solid foundation is essential, and the early decisions made through the planning phase for this project will greatly influence the ultimate success of the East Lexington Trail System.

Developing the Preferred Trail Alignment Requires Creative Problem Solving to Address Constraints with Trail and Intersection Improvements

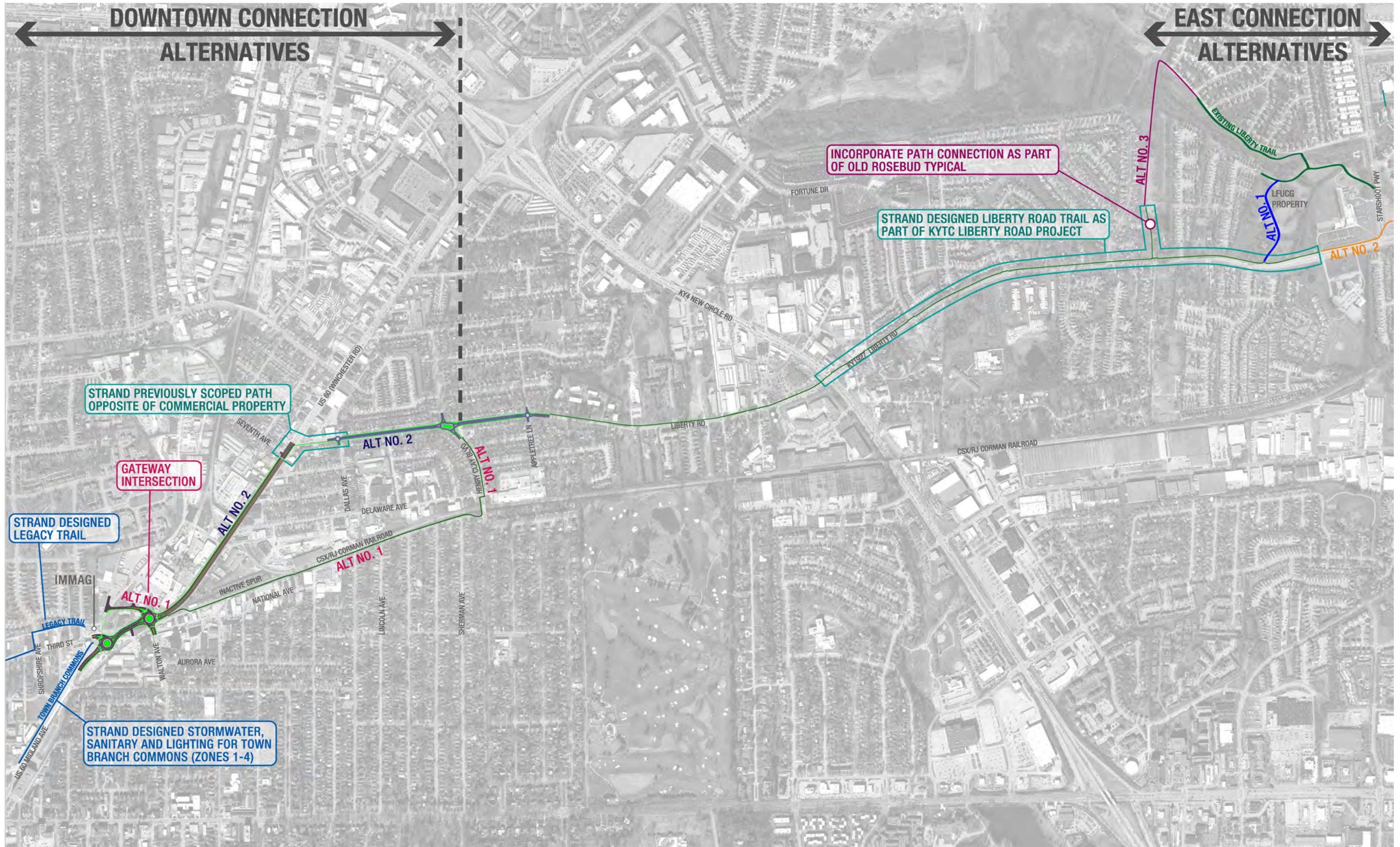
Once the East Lexington Trail system is completed it will add over 6 additional miles to Lexington's 22-mile regional trail network through downtown. Strand has been involved in the planning and design of over 17 miles of the eventual 28-mile system including segments of the East Lexington Trail System highlighted on the exhibit on the following page. Through these efforts Strand has proven its ability to help Lexington with creative solutions in advancing Lexington's urban trail system. Our approach begins with the following preliminary assessment of the trail routing alternatives, where we have identified opportunities and constraints along the potential routes. This allows for informed discussions during scoping to focus the planning study evaluation efforts and better understand how to target study evaluation and engagement processes.

Inside New Circle Road, LFUCG will need to upgrade the Liberty Road corridor to support the East Lexington Trail. West of Appletree Lane, the existing 70-ft right of way features two travel lanes with unrestricted on-street parking, mature trees in the landscape/utility strip buffer, and sidewalks on both sides. Some residents do not feel the lane widths are sufficient for on-street parking and choose to park partially within the street tree verge area as shown in the below photo. To help lower vehicular travel speeds and restrict left turns across the trail, an option to use compact and mini roundabouts, connected with a raised median typical section to separate traffic could be considered. In addition to improved trail safety, this approach would allow the ability to maintain on-street parking and potentially save mature trees while minimizing right of way impacts.



Legacy Trail highlights Strand's commitment to successful urban trail implementation outcomes.

Liberty Road corridor offers opportunities for separated trail and traffic calming strategies.





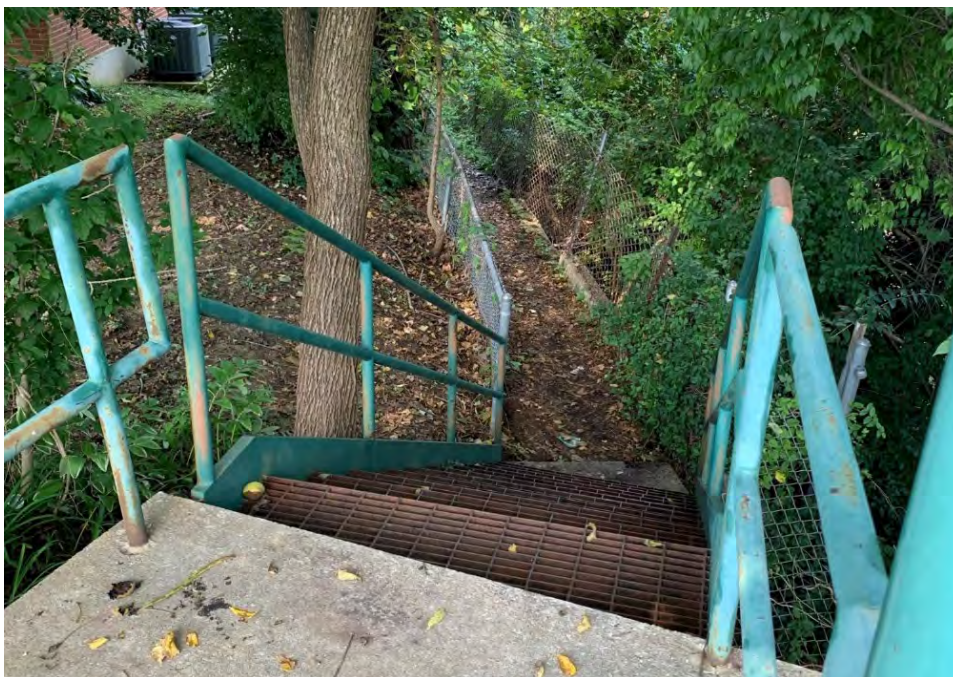
Looking beyond the Liberty Road corridor, Strand has initially identified two primary corridor opportunities for the downtown connection of the East Lexington Trail. Options within each corridor may also be identified as our study approach is more fully advanced if awarded the project. However, to shed insight into our initial thoughts for this important component of the City's trail network we have completed an overview assessment of two potential routing options to illustrate insights the Strand team will bring to this study, as follows:

- **Downtown Connection Alt. No. 1 – Henry Clay to Robertson Avenue Rail Corridor**

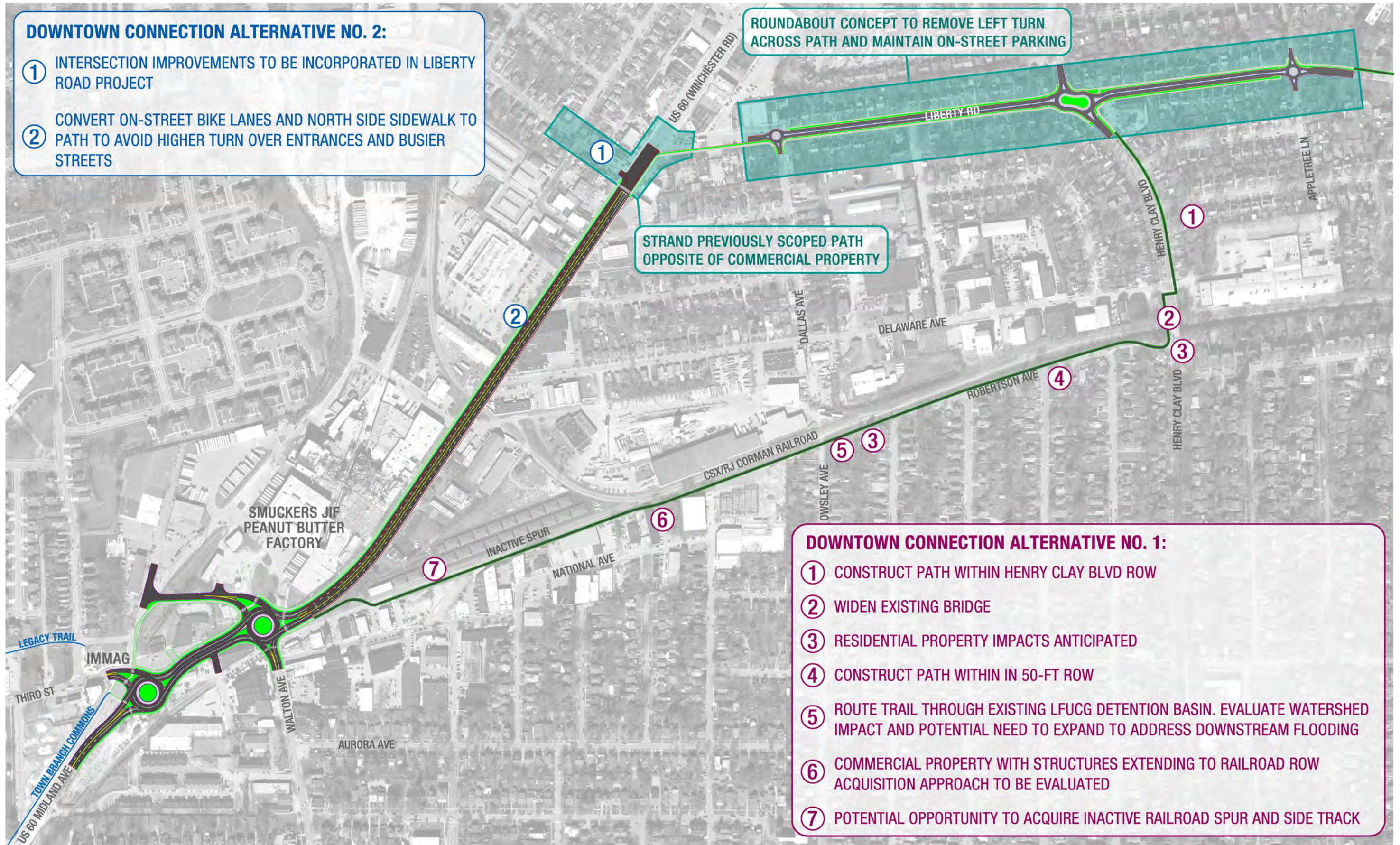
This alternative provides a lower stress network option with improved connectivity to additional neighborhoods and the National Avenue District and is shown on the Downtown Alternatives Exhibit on the following page. The trail would cross Liberty Road and head south along Henry Clay Boulevard within the existing 80-foot right of way. Henry Clay Boulevard crosses over the CSX/RJ Corman Railroad with a box beam bridge constructed in 2001. The bridge has a 39-foot wall to wall width for the two-lane roadway with a northbound auxiliary left turn lane onto Delaware Avenue. The bridge has sidewalks outside of the walls for a total out-to-out deck width of 51.8-feet. A preliminary traffic assessment will review options and impacts associated with narrowing the lane widths and potentially shortening or removing the dedicated left turn lane. With under 85-feet from the stop bar to the bridge structure, shortening the left turn lane would only provide marginal additional width on the north end (approximately 1-2 feet). Using a 25-mph taper rate, the width would continue to improve as the trail moves south on the bridge. A structural assessment of options to modify the bridge along with the traffic related modifications will provide a range of alternatives that can be considered.

Lower Stress Option Connects Additional Neighborhoods Directly to Trail System.

Just south of the bridge, there is a stairway to a narrow walkway, shown below, that parallels the railroad right of way heading west. After further review of record plats (E-539 and E-191), a 5-foot Public Passway exists adjacent to 471 Henry Clay Boulevard that connects the public rights-of-way along Henry Clay Boulevard to Robertson Avenue. Options to expand the Public Passway on both the active railroad and private residence will be explored. The impact to the active rail would be outside the limits of the existing bridge piers and potentially the permanent easement for the Passway could be expanded.



Existing public passway easement provides connection from Henry Clay Blvd. to Robertson Avenue.





Moving west from Henry Clay Boulevard, Robertson Avenue's 30-foot roadway typical section, shown below, features a sidewalk on the south side situated adjacent to on-street parking. This street low volume lightly trafficked roadway that accommodates two-way vehicular travel and situated along the northern limit of the Kenwick Neighborhood area. The existing 50-foot right-of-way for this roadway leaves sufficient space within the 50-foot right of way of to accommodate a side path along the north side adjacent to the light utilized RJ Corman rail spur.



Robertson Avenue provides opportunity for side path implementation.

At Lincoln Avenue, one residential property would be impacted by the trail construction along this route. This property has an existing fence located 45 feet from the railroad tracks, however the record plat (E-161) shows railroad ownership to be 30 feet from the tracks. This suggests that a trail could be constructed outside of the current fenced yard without directly impacting the primary residence. Additionally, there may also be an opportunity to evaluate the need to expand the adjacent LFUCG stormwater detention basin to help mitigate downstream conveyance capacity issues in the Town Branch system where Winchester Road was temporarily closed earlier this summer due to localized flooding. Discussions with LFUCG Division of Water Quality during the planning process will be necessary to review trail routing considerations adjacent to this basin where this topic can be further explored.

Trail routing between Owsley Avenue and the inactive RJ Corman railroad spur appears as the most challenging section with recently redeveloped parcels and former industrial lots with structures that extend near the existing railroad right of way. It also offers the greatest potential to support the ongoing transformation of this redeveloping area. Accordingly, the approach to information sharing and property owner engagement will need to be carefully developed during the study scoping phase as it could ultimately shape outcomes for future right-of-way acquisition efforts that may be necessary along this and other sections of the trail. While the trail will bring benefits to business interests along the corridor, property owners will push for high values for required acquisitions and resort to various means to influence the outcome.

Trail routing approach can help bolster continued revitalization within former light industrial area.

Building on the lessons learned from the Town Branch Trail-Phase 6 project, our experienced right of way staff will help develop a more prescriptive approach to these efforts as needed. Acquisition strategies should also consider utilization of potential avenues through LFUCG's planning process for redevelopment projects, the standard KYTC right-of-way process, and direct acquisition utilizing other creative means. Ultimately, we believe that a property-by-property assessment along this corridor will help inform the overall strategy.



National Station, the recently redeveloped property at 949 National Avenue, currently has 21 units under lease. From Owsley Avenue it appears to offer an access and utility corridor where a trail easement could potentially be incorporated without affecting the existing uses. Adjacent to the leased buildings there are two rows of parking, one perpendicular to the staggered building configuration and one perpendicular to the railroad right of way shown in the photo below. Minor parking lot revisions could allow the trail to be constructed with minimal impact to the existing parking inventory. This option will be further considered during the study.

Individual property evaluations can lead to win-win trail solutions.



Moving West, National Avenue has a 39-foot right-of-way width and includes on-street parking. The corridor is too congested to be utilized for a separated trail alignment. Given these limitations, the trail alignment would continue to parallel the active railroad. The properties at 941 and 945 National Avenue have building structures that are visible in the background of the below photo, where they extend close to the existing railroad right of way. Using the KYTC right of way process the impacts to the structures would require offering to purchase the entire parcels. If the entire parcel is acquired, determination of removal limits could be evaluated considering the potential for economic development. These kinds of alignment considerations will be reviewed and discussed as part of the overall implementation strategy.

Partial structure related bottlenecks require careful approach during right-of-way





At 941 National Avenue the active rail spur begins to curve away from National Avenue toward Winchester Road where the trail would then begin to parallel a spur track that was previously used to serve the Herald Leader Building. Based on feedback from RJ Corman Railroad representatives, there are no active rail customers along this section of track as shown below. Additionally, it was noted that active discussions were under way with the current owner of the Herald Leader building to remove the existing track on that property. Given the change in land use for this area of downtown, the timing for discussion of potential abandonment of this spur may be plausible, understanding that CSX still owns the underlying right-of-way. An early meeting with the railroad is recommended to discuss the following:

Dialogue with RJ Corman Railroad will inform various aspects of routing considerations for this alternative.

- Abandonment of non-active railroad spur track and siding
- Abandonment of siding track and additional trail crossing
- Henry Clay Boulevard bridge modifications
- Other potential encroachments



Ideally the trail would travel along the abandoned rail line, shown in the below photo, that parallels the National Avenue District. This area features an established brewery and restaurants with planned expansions making it a great destination for trail users. If the rail is unable to be abandoned, there are still opportunities to incorporate the trail within the developed areas along this segment of the corridor.



Unused rail spur offers unique opportunities for trail routing.



The Liberty-Winchester Road alternative is a direct route along arterial streets with less complicated but more heavily travelled rights-of-way. At the Liberty Road and Henry Clay Boulevard intersection, the trail could cross to the south side of Liberty Road. The roundabout concept with curbed median along Liberty Road could be expanded to Dallas Avenue to remove left turns across the trail. For this segment of Liberty Road and Winchester Road, Strand has assisted LFUCG with completion of three separate improvement projects at the intersection these streets. The first project was an intersection improvement to provide pedestrian connectivity, address failing pavement, and modify the drainage. The below aerial of the Winchester Road, Liberty Road, and Seventh Street shows the completed improvements. Strand followed that project by helping LFUCG traffic engineering implement new traffic signals at the intersection.

Strand has been involved in three separate projects for LFUCG along Liberty and Winchester Roads.



Strand also advanced the design of a side path along the south side of Liberty Road that was intended to be a part of the East Lexington Trail system once implemented. With impacts to the on-street parking and fences, shown below, LFUCG decided to wait and incorporate this improvement with the larger Liberty Road Project. Going forward, the project should also consider removing the offset intersections at Liberty Road and Seventh Street, which creates additional vehicular delay. Realigning Seventh Street to create a singular intersection would also provide additional opportunities for further safety improvements and traffic calming opportunities along Winchester Road.

Strand previously investigated a side path option for LFUCG along Liberty Road.



The Winchester Road corridor is a US Highway that routinely supports over 23,000 vehicles per day. It also includes a short line gated railroad crossing at the JIF Peanut Butter Plant. To accommodate a side path along this corridor the existing roadway must be narrowed similar to the approach employed on the Strand designed Town Branch Commons Zone-7 project. However, there are differences between these two corridors with the adjacent land uses where there is a greater need for increased left turns for

Side path option along Winchester Road requires careful consideration for safety and cost



commercial businesses along Winchester Road. This limits the potential narrowing of the 82-foot wide typical to allow repurposing of width for the proposed bicycle and pedestrian system. The eastbound bike lane would be removed with travel lane shifts to provide increased width on the north side for a side path where there are fewer conflict points and less frequent trips to adjacent businesses. While this would provide for a lower stress environment the following items should be carefully reviewed:

- Traffic would be shifted closer to existing fixed objects on the south side located directly adjacent to the edge of the existing roadway.
- Potential issues with gutter spread could lead to additional inlet capacity needs that for this system which has a very shallow depth.
- Pavement condition and modifications may require full depth pavement replacement.



Overhead utility locations will be reviewed for feasibility of side path alternatives.

Strand is also actively involved with the easterly portion of the study area for the East Lexington Trail Connectivity and Traffic Safety Study. Following are additional insights we bring for this area of the project:

• **East Connection Alternatives**

LFUCG recently opened the Brighten Rail to Trail Bridge that connects and expands the East Lexington Trail System to the west of Star Shoot Parkway. Once the Strand designed KYTC Liberty Road project is constructed, only a small gap will exist that to complete connectivity all the way to New Circle Road. The Strand Team has participated in partnering discussions between KYTC, LFUCG, and the LAMPO related to path improvements and constructing a portion of Old Rosebud Extended with a path on one side to advocate for this eventual connection.

The East Connection will tie directly to the Strand designed Liberty Road Trail.

The following alternatives will be further reviewed:

- Alternative No. 1 – Utilize existing LFUCG property and connect through Liberty Park to the existing Liberty Park Trail. This open corridor requires no right-of-way acquisition and is the easiest to implement.
- Alternative No. 2 – East of Star Shoot provide a path connection to the Liberty Road and Star Shoot intersection and then convert the existing sidewalk to a shared use path. This option would have the potential to require a limited right-



of-way acquisition from another public entity but would add one major roadway crossing and a school entrance crossing.

- Alternative No. 3 – Would extend the Liberty Trail at the end to Old Rosebud and connect along Old Rosebud. This would require modifications to the KYTC project to widen the path along Old Rosebud, require constructing the remaining segments of the planned roadway, and require right of way acquisition.

Evaluating Both Traditional and Roundabout Styled Intersections Provides a Range of Options to Address Mobility and Safety

Strands approach to the Winchester Road, Third Street, and Midland Avenue intersection builds upon our prior efforts with the Legacy Trail Phase 3 project, Town Branch Commons, and preliminary concept discussions with LFUCG and KYTC for the East Lexington Trail. This intersection serves as a primary gateway into both Lexington's East End Area and Downtown Lexington and serves as the hub for Lexington's major trail systems. Councilman Brown has advocated for intersection improvements dating back to the early stages of the Legacy Trail Phase 3 project when East End residents expressed safety concerns with travel speeds and cut through traffic along Third Street. While the intersection was outside of the project scope, our team discussed opportunities for a capital improvement project at this location with city leaders.

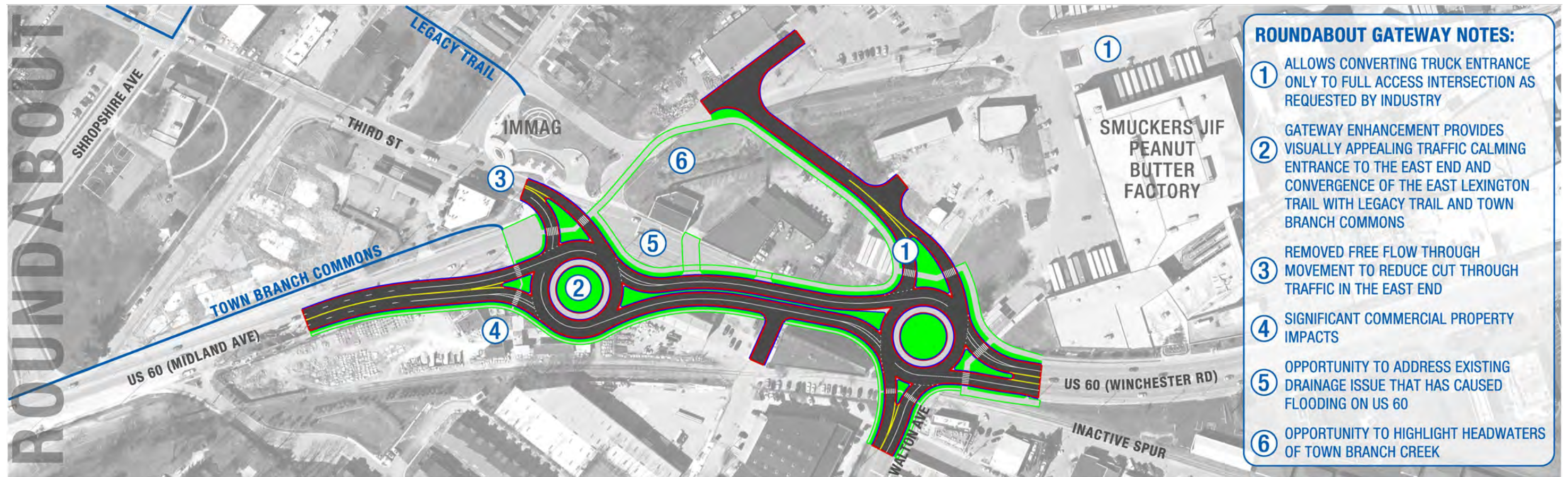
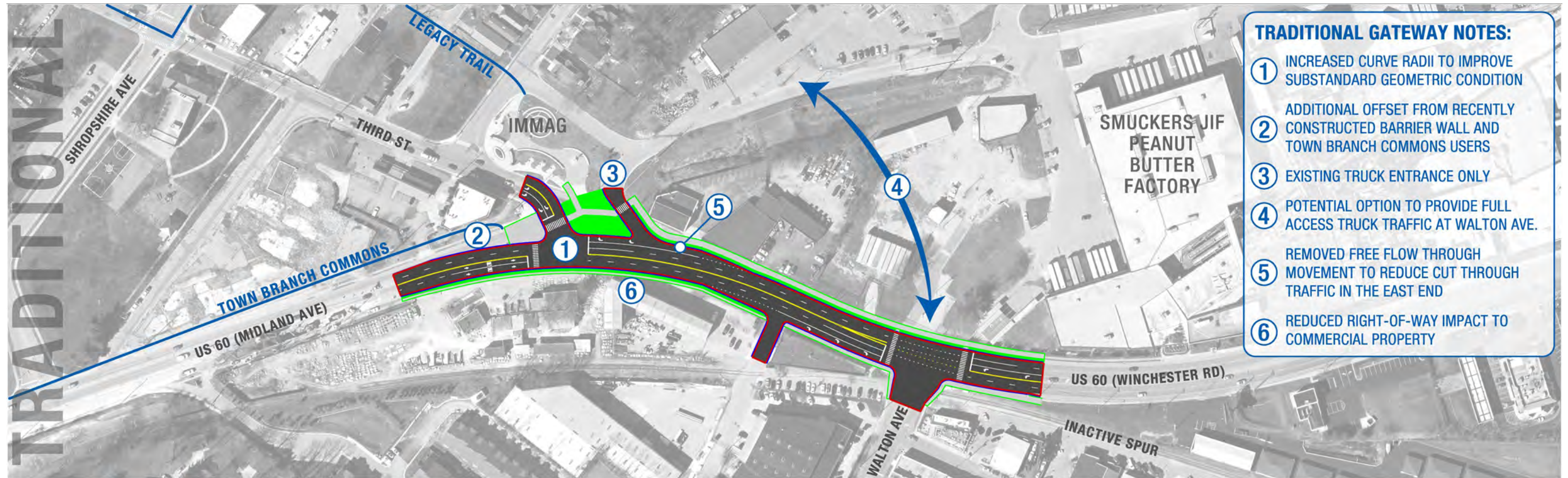
Councilman Brown arranged a series of meetings to advance this project initiative with the LAMPO and KYTC in 2020 to discuss funding opportunities. To help facilitate the discussion, Strand reviewed the existing substandard intersection geometrics and developed preliminary concepts were presented to stakeholders and decision makers. During the meetings, additional requests were received from Smucker's to provide full truck access at the intersection to support their mobility needs for a planned facility expansion. Strand updated the concepts included in the following exhibit that reflects both traditional and roundabout intersection concepts along with highlighted components.

Third and Midland intersection improvement options provide opportunities for gateway enhancements.



The efforts associated with development of these concepts allows our team to engage city staff with meaningful discussions on how to address this challenging intersection with the varied needs from different stakeholders. Once the study begins, our team will reengage and listen to public desires from the East End neighborhood and the active bicycle and pedestrian community, while engaging the broader audience who frequent the intersection. Modifications to the concepts can then be further refined and assessed for traffic operations and intersection safety perspectives in anticipation of vehicular and trail traffic, freight accommodations, and gateway aesthetics. Our Team well positioned to quickly assess the opportunities and constraints to evaluate improvement concepts along this portion of the corridor. An evaluation matrix developed in collaboration with city staff will be utilized to compare the benefits and impacts of each alternative.

Strand's prior intersection study highlights potential solutions for early consideration.





Thoughtful Engagement Informs the Overall Approach and Story for Trail Connectivity, Branding, and Gateway Implementation

The East Lexington Trail Connectivity & Traffic Safety Study has the opportunity to enrich community life, catalyze redevelopment, promote social engagement, encourage sustainable mobility, and increase recreation throughout Lexington's East End – a transformational impact on the neighborhoods bordering the project. The impact of a trail or roadway is much greater than just the movement of people, bicycles, and vehicles. Substantial community benefit can be leveraged from a creative re-purposing of right of way and rail infrastructure for a public amenity as evidenced by the internationally significant Bloomingdale Trail project in Chicago and the High Line in New York City.

Legacy Trail exemplifies a successful approach for trail branding, identity initiative.

In order to achieve the greatest benefit to the community and sustain long-term use and stewardship, the East Lexington Trail project must provide the core infrastructure (trail) paired with a thoughtful and strategic approach to knitting this infrastructure into surrounding neighborhoods and businesses. Integral to this comprehensive approach is the development of the trail and gateways image and branding – allow the place to tell the past and future story of east Lexington and the neighborhoods it connects. Our project approach and schedule, we will build upon the base knowledge our team brings by also engaging the residents and businesses of the adjacent and surrounding neighborhoods to better understand their relationship and history with the area.

Through our initial project research and engagement discussions, our team will prepare a summary of project influences, characteristics, and histories that may inform both the overall approach and story for the trail as well as specific areas for unique expression. From this summary we will prepare up to three (3) themes for the project to share with the community for feedback and preference. Each of the themes will explore the overall branding of the trail and features that will promote a memorable experience for all users including urban ecology, storytelling, placemaking, gateways, neighborhood connectivity, interpretive signage, and materials selection. The refinement of the preferred theme based on feedback from stakeholders and the community will include focused studies throughout the trail, including both plan and perspective renderings to illustrate the intent and character of the experience.

Public Involvement Strategy Supports all Facets of Study Approach with Targeted Community Touchpoint Initiative

Engage and Inform – The first component of the community engagement strategy will consist of sharing the broader vision of the East Lexington Trail and Traffic Street Study, through a community wide meeting with a minimum of 2 meetings designed to obtain public feedback on purpose, design, alternatives, and/or decisions, while gathering their comments and feedback on context of the corridors under review. In addition to the more commonly known stakeholders, a wider net will be cast to lift-up voices of the quiet majority, the vast number of people who do not have the time, interest, and/or ability to participate in a traditional engagement process. Our team will assist in developing a comprehensive list of stakeholders to be engaged through this process.

Carefully crafted public involvement strategy will support all phase of study process.

These community touchpoints will be accomplished through an online survey and/or pop-up engagement to be determined by the project team with LFUCG concurrence. To reach the marginalized voices, we will reach out to community-based organizations, selected neighborhood associations, community activists, businesses and business groups, and social organizations that may have an interest in providing input. This will be accomplished through virtual small or one on one meetings and in certain instances they may be in person meetings depending on preferences. Feedback will be compiled and shared to validate assumptions and outline next steps, in short to document: "Here's what we heard, what do you think, is there anything we've missed".



Involve and Collaborate – For the second component of community outreach a series of stakeholder meetings will be conducted that are designed for external groups and individuals from a list to be developed in collaboration with LFUCG. These stakeholders will be neighborhood, community, and locally based entities with vested interests in the mobility, connectivity and accessibility significance of the East Lexington Trail & Traffic Street Study, and the role it will play in an auto-centric environment. Key internal stakeholders will also be identified that are more publicly based and focused on the impact of the trail and its design through public safety, regulatory, permitting and/or possibly funding concerns.

The engagement process for the external stakeholders will consist of smaller “kitchen or round table” events designed to keep them informed as a follow up from the community meetings, to listen and acknowledge their concerns and aspirations, and provide feedback on how their input influenced that decision. The internal stakeholder meetings will be designed around a more structured format and not as informal as the external meetings. These may be one on one, a telephone call or a group to discuss trail routing considerations and implementation outcomes. Automated comment analysis will be developed and presented to provide input to the design team to ensure that stakeholder concerns are heard.

Implementation Framework Approach Outlines Phasing Strategy for all Phases of Development to Support East Lexington Trail Connectivity

LFUCG desires to complete the East Lexington Trail System study within 6 to 9 months of the notice to proceed. The study schedule on the following page anticipates the study to be completed prior to the end of LFUCG’s fiscal year with intermediate deliverables to allow for LFUCG to consider whether portions of the project should be added to next year’s budget.

With a goal of completing the East Lexington Trail by the time the Liberty Road improvements are completed, Strand will work with LFUCG and the LAMPO staff to outline the phasing strategy based on readiness and available funding. Developing cost estimates for design, right of way, utilities, and construction will allow the funding to be programed and completion tracked. The following initial phasing could be further subdivided if necessary.

- Gateway Intersection – This segment would provide initial connectivity to the National Avenue entertainment area while improving safety and connectivity. This major roadway improvement should be prioritized early as the phased completion will take the longest to complete.
- Downtown Connection – If Alternative No. 1 is selected this segment could potentially be subdivided into two separate components with interim facilities signed along low volume streets to provide connectivity while the full segment is being completed.
- East Connection – This segment should be timed with the completion of the KYTC Liberty Road Project to allow the neighborhoods along Liberty Road to directly connect with the Liberty/Brighton Trail

Our deliverable will include an implementation framework plan designed to support short-, medium-, and long-term action items as a roadmap for project completion.

The approach we have outlined provides a sampling of the background and insight Strand brings to this important trail connectivity study. As attested by our prior achievements on behalf of LFUCG, we take great pride in developing well thought planning evaluations with an eye firmly focused on the ultimate implementation. Based on the information included in this proposal, we believe that Strand’s Holistic Understanding of Community Bike/Ped Objectives Results in Actionable Recommendations for East Lexington Trail Connection.

PROJECT APPROACH AND SCHEDULE

				2021		2022						
				NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
TASK 1		TRAIL ALIGNMENT	<ul style="list-style-type: none"> + COMPLETE EXISTING CONDITIONS ANALYSIS + PERFORM CORRIDOR ROUTING EVALUATION FOR ALTERNATIVES + DEVELOP TYPICAL SECTIONS AND ALIGNMENTS + DOCUMENT MAJOR CONSTRAINTS AND IMPROVEMENTS NEEDS + REFINE ALIGNMENTS AND TYPICAL SECTIONS 									
TASK 2		ROADWAY & TRAFFIC ANALYSIS	<ul style="list-style-type: none"> + TRAFFIC DATA COLLECTION + EXISTING CRASH ANALYSIS + REVIEW OF SMUCKER'S DEVELOPMENT AND FREIGHT MOVEMENTS + ALTERNATIVE INTERSECTION CONCEPTS + OPERATIONAL ANALYSIS TO CONFIRM APPROACH 									
TASK 3		TRAIL IDENTITY, BRANDING & GATEWAY	<ul style="list-style-type: none"> + DOCUMENT SIGNIFICANT OR UNIQUE LANDSCAPES AND ECOLOGIES + DOCUMENT STORIES, DESIRES, AND GOALS FROM RESIDENTS AND STAKEHOLDERS + PREPARE CORRIDOR THEME/BRANDING ALTERNATIVE OPTIONS (3) + REFINE PREFERRED THEME BASED ON PREFERENCE AND FEEDBACK + PREPARE FINAL BRANDING AND IDENTITY NARRATIVE AND GRAPHICS 									
TASK 4		COST ESTIMATES & PHASING	<ul style="list-style-type: none"> + REVIEW ANTICIPATED ROW IMPACTS + REVIEW ANTICIPATED UTILITY CONFLICTS + IDENTIFY PHASING CONSIDERATIONS + PREPARE BUDGETARY COSTS FOR D, R, U, C PHASES + IMPLEMENTATION WORKSHOP + DOCUMENT RECOMMENDED PHASING STRATEGY 									
TASK 5		PUBLIC OUTREACH	<ul style="list-style-type: none"> + STAKEHOLDER OUTREACH + ONLINE SURVEY AND POP-UP EVENTS + PUBLIC MEETING + BPAC MEETING UPDATE 									

APPENDIX A

PROJECT TEAM RESUMES

Michael A. Woolum, P.E., PLS

Vice President

AREAS OF EXPERTISE

- Transportation Master Planning and Design
- Project Management and Construction Administration
- Land Surveying
- Public and Stakeholder Engagement and Education
- Stormwater Master Planning Modeling and Design
- Local, State, and Federal Regulatory Permitting

PROFESSIONAL EXPERIENCE

As one of our most senior practicing land surveyors and civil engineers, Mike brings more than 37 years of relevant experience in the transportation and municipal disciplines encompassing rural and urban roadway, drainage, and utility practice areas. His proven project management and communication skills have served numerous clients throughout his career on many high-profile projects involving complex design issues and sensitive construction environments. Mike's prior experience includes extensive involvement with existing roadway, drainage, flood control and utility infrastructure projects that have all relied on surveying as a foundation for project development. With this well-rounded base of knowledge, he is a proven partner who can facilitate solutions to the efficient acquisition of survey data required to support transportation program needs.

RELEVANT PROJECTS

Town Branch Commons Corridor Reconstruction (US 25/60/421), KYTC Lexington, Kentucky – Project Manager for our shared role on this \$30 million KYTC TIGER-funded multimodal corridor reconstruction initiative for Vine Street and Midland Avenue. The conversion scope includes travel lane modifications and new signalized intersections that build on the earlier corridor traffic analysis for the 2010 downtown streetscape improvements. A key component of the project involves daylighting stormwater along Midland Avenue to create a realistic interpretation of Central Kentucky's typical upland riparian ecosystem. This has required in-depth analysis of the existing corridor storm sewer system and assessment of lateral inflow potential to develop an open channel flow regime that will be compatible with the reconstructed roadway.

Legacy Trail Phases 1, 2, and 3 – Mike was the Principal-in-Charge for the planning and design of this signature trail projects since 2007. Beginning with the feasibility study, which included unprecedented support, Mike led an extensive outreach effort that defined the alignment from the Kentucky Horse Park to its terminus at the Isaac Murphy Memorial Art Garden. Mike is played a similar role for the Phase 3 portion, which included the final link to downtown. The project was recently awarded the ACEC-KY Engineering Excellence Grand Award.

KYTC Item 7-3710 Fayette County, Kentucky 1681 and Town Branch Trail, Lexington, Kentucky –Principal-in-Charge for the Town Branch Trail and roadway improvements along KY 1681. The project is currently in Phase I design and includes an estimated \$13 million in multimodal improvements to the transportation system including an anticipated three-sided culvert below KY 1681 and the Norfolk Southern Railroad Bridge. The three-sided structure was considered because of the need to quickly reconstruct the project due to impacts to KY 1681 traffic and the adjacent RJ Corman at grade railroad. Additional improvements at the intersection of KY 1681 and KY 1723 are also anticipated. The corridor has significant truck traffic attributed to major industrial generators including a major rock quarry and asphalt plant.

Downtown Streetscape Improvements, LFUCG, Lexington, KY– As Principal-In-Charge and Project Manager for Strand's engineering role on this project, Mike supported completion of the Streetscape Master Plan and delivery of the Phase 1 implementation program for Main and Vine Streets. His credits included facilitation of outreach discussions with bike advocacy groups and citizens with disabilities in

YEARS OF EXPERIENCE

37

YEARS WITH FIRM

37

EDUCATION

B.S. Civil Engineering – University of Kentucky, Lexington, 1983

REGISTRATION

Professional Engineer in Kentucky – No. 15347

Professional Land Surveyor in Kentucky – No. 2937

Michael A. Woolum, P.E., PLS

Vice President



developing a responsive approach for bike lanes and ADA accessibility. As an LPA project, Mike also led an extensive effort with KYTC to address design criteria for roadway reconstruction in consideration of proposed changes to traffic patterns, lane structure and signalization upgrades.

College Town Corridor Improvements (S. Limestone St.), LFUCG, Lexington, KY –

Mike served as project manager and engineering lead for the completion of reconstruction of this 0.5-mile arterial that connects the University of Kentucky Campus to downtown Lexington. The approach included a roadway diet of typical sections to develop street templates designed to accommodate the current one-way travel future two-way street conversion. The project scope included detailed grading plans to meet ADA guidelines and integration of green infrastructure strategies among other infrastructure improvements.

Distillery District Improvements, LFUCG, Lexington, KY – As Principal-In-Charge, Mike led a diverse project team in studying alignments and feasibility for reconstruction of the one-mile Manchester Street Corridor as part of the TIF District initiative. Central to this effort was routing and alignment options for the Town Branch Trail, which included an adjacent urban section along the street frontage and a separated multi-use path along Town Branch Creek. Under Mike's leadership, creative input included development of a framework plan for public art and delineation of neighborhood place-making opportunities.

US 27 (North Broadway), Fayette County, Kentucky – As Project Manager for this complex improvement project, Mike is leading a diverse project team in evaluating roadway alternatives to eliminate roadway underpass flooding and improvement horizontal/vertical clearance, enhance multi-modal opportunities and decrease congestion at the US 27 intersection with New Circle Road (KY 4). To evaluate these competing objectives, the approach includes a detailed hydrologic and hydraulic drainage analysis of the watershed

and storm sewer system. Potential storm sewer system outfall locations were determined and sized to keep the hydraulic grade line within the storm sewer system using the 100-year tailwater condition of Cane Run Creek as a boundary condition with a 100-year design storm for storm sewer sizing. To minimize impact to the rail line, several railroad alignment alternatives and accelerated construction options were explored which will result in significant cost savings for the project. The project is ongoing and has included a complete corridor survey of the roadway and railroad using conventional and GPS equipment for plan development and a high definition laser scan survey of the bridge structure to document structure dimensions and critical clearance considerations.

West Reynolds Road (formerly KY 1683), Lexington, Kentucky –

Project Manager for this \$10 million high profile roadway located adjacent to one of the busiest malls in Kentucky. This project involved widening the existing roadway from two lanes to four lanes with raised medians and turn lanes. The Norfolk Southern Railroad overpass was also lengthened in the process while providing a temporary overpass to maintain railroad traffic. Mike was responsible for leading our team from project planning through design. A traffic impact analysis was conducted to review the proposed roadway improvements, which include traffic signalization, pavement marking and signage, lighting, new railroad overpass, and storm sewer design. The project scope included both roadway and railroad corridor surveys, utility locations and right of way development using conventional and GPS surveying techniques.

Chase K. Wright, P.E.

AREAS OF EXPERTISE

- Urban and Rural Highways
- Urban Streetscapes
- Traffic Signalization
- Storm Sewer Systems
- Bike and Pedestrian Facilities
- Utility Relocation Design

PROFESSIONAL EXPERIENCE

Chase Wright has worked for over 14 years helping communities plan and implement roadway, bike, and pedestrian infrastructure. As transportation planning and design lead, Chase oversees a wide variety of transportation-related planning and design projects. He has planning experience on urban and rural highways, urban streetscapes, city streets, and pedestrian paths including review of existing conditions and improvements to roadway geometrics, inclusion of pedestrian and bicycle accommodations, evaluation of alternative improvements, and review of maintenance of traffic considerations. He also has Transportation Design experience on including roadway realignment, detailed grading analysis for urban streetscapes and ADA compliance, sidewalk design adjacent to state highways, signing and pavement markings, traffic signalization upgrades and replacements, maintenance of traffic, roundabouts, railroads, utility coordination, and FHWA grant administration. Chase is known for his ability to develop unique solutions in challenging environments.

RELEVANT PROJECTS

Second Street (US 60) Corridor “Complete Street” Improvements, City of Frankfort, KY – Chase is serving as the project manager for this USDOT TIGER funded urban roadway reconstruction project on US 60. He helped Frankfort develop the project strategy that lead to an \$8 million grant. He led the project through design, environment, and right-of-way acquisition in just over 18 months. Chase is now responsible for construction phase services.

Legacy Trail Phases 1, 2, and 3 – Chase was the project manager for the planning and design of the final phase of the Legacy Trail. The project was recently awarded the ACEC-KY Engineering Excellence Grand Award and included solid green bike lanes, bicycle boxed,

and two raised intersections. Chase co-presented “Completing the Legacy” at the 2020 KYTC Partnering Conference.

Town Branch Trail Phase 6 – Chase was the project manager and lead design engineer for the \$4 million segment that traversed through Lexington’s industrial and entertainment corridor. Trail routing was adjusted to minimize right-of-way impacts. Chase designed the first two-way separated bikeway in Lexington. As an interim solution that will ultimately be connected to a side path as properties redevelop.

Town Branch Commons Corridor Reconstruction, Lexington, KY – Chase was the Lead Design Engineer for Zone 7 improvements along US 25/KY 922 (Newtown Pike) from Manchester Street to Fourth Street. The \$2 million TIGER-Funded improvements provide construction of the Town Branch and Legacy Trail connector path. Roadway reconstruction was required to allow the path to be constructed along the east side of Newtown Pike which included partial roadway reconstruction.

Jessamine Bike and Pedestrian School Connector, City of Nicholasville/ Jessamine County, KY – Chase was the lead transportation engineer for this bike and pedestrian study of a 5-mile corridor to provide a major east/west trail system connecting rural Jessamine County to downtown Nicholasville. Initial planning efforts focused on developing capital improvement projects that addressed the primary concern of safety for all ages. This led to development of six individual project segments totaling \$14 million. Chase is the project manager for the first two segments which, were awarded funding and are currently in the right-of-way phase.

YEARS OF EXPERIENCE

14

YEARS WITH FIRM

13

EDUCATION

B.S. Civil Engineering –
University of Kentucky, 2007

REGISTRATION

Professional Engineer in
Kentucky

Chad E. Bourke, P.E., PTOE



AREAS OF EXPERTISE

- Traffic Signal Design
- Traffic Microsimulation
- Urban Streetscape Design
- Roadway Design
- Sidewalk and Trail Design
- Right of Way Acquisition

PROFESSIONAL EXPERIENCE

Chad has over 15 years of diverse experience. He began his career performing construction observation on an urban reconstruction project gaining valuable insight that helps him develop cost effective, constructible design solutions. Since that time, Chad has managed and led design on numerous traffic analysis, roadway, intersection improvements, pedestrian trails/bridges, utility relocation, and bridge replacement projects in Kentucky. Moreover, Chad is an integral part of Strand's right of way acquisition staff as well. Having worked in every phase of project delivery gives him the foresight to proactively evaluate design alternatives so that only feasible solutions are pursued. His dedication and interest in traffic modeling and planning is validated by his designation as a Professional Traffic Operations Engineer.

RELEVANT PROJECTS

Traffic Signalization Design for Urban Streetscape Projects, Lexington, Kentucky – Project Engineer for pavement marking layout, project signage, and traffic signal design in downtown Lexington for the following projects:

- Lexington Streetscape Phase One Improvements – South Limestone (three intersections)
- Lexington Streetscape Phase One Improvements – Vine Street (US 25) (four intersections)
- Lexington Streetscape Phase One Improvements – West Main Street (US 25) (four intersections)

Louisville Metro Brownsboro Road and Chenoweth Lane, Kentucky – Project Engineer for the intersection improvements at US 42 that included adding turning restrictions and an added left-turn lane at two intersections. Duties included performing traffic counts, traffic

volume forecasting, traffic simulation, signal design, and the geometric layout.

Lick Run Valley Conveyance System, Cincinnati, Ohio – Chad served on the planning and traffic analysis team for this project that includes the conversion of a one-way couplet (Queen City Avenue and Westwood Boulevard) to a controlled access six-lane arterial and a two-lane roadway. The award winning public outreach effort was vital to the efforts to revitalize the community and promote redevelopment. This project includes a multidisciplinary team that is continuing their service from planning through final design.

KY 3263 Extension, Ringgold Road, City of Somerset, Kentucky – Project Engineer responsible for performing traffic counts, traffic volume forecasting, trip generation, developing traffic models in Synchro/SimTraffic, and compiling information into a report to develop a typical section for the initial and ultimate build of a proposed roadway.

Trey Street Traffic Analysis, River Ridge Development Authority – Project Engineer responsible for developing traffic models in Synchro/SimTraffic for new roadway with assumed developments. This report was used to determine the typical section for initial and ultimate buildout of the roadway.

University Drive (KY 1575) Traffic Analysis, City of Somerset, Kentucky – Project Engineer responsible for developing traffic models in Synchro/SimTraffic for existing conditions and proposed alternatives and compiling the information into a report. This report included traffic signal warrant analysis for two intersections with state highways and to determine the need for turn lanes for potential developments.

YEARS OF EXPERIENCE

16

YEARS WITH FIRM

16

EDUCATION

M.S. Civil Engineering – University of Kentucky, Lexington, 2005

B.S. Civil Engineering – University of Kentucky, Lexington, 2004

REGISTRATION

Professional Engineer in Kentucky

Professional Traffic Operations Engineer

Matthew J. McMackin, P.E., L.S.I.T.

AREAS OF EXPERTISE

- Urban and Rural Roadway Design
- Pedestrian and Bicycle Facility Design
- Traffic Analysis and Modeling
- Transportation Planning
- Surveying, Mapping, and GIS
- Right of Way and Public Involvement

PROFESSIONAL EXPERIENCE

Matt has over eight years of experience as a transportation engineer and planner. His experience includes urban and rural roadway design, multi-modal transportation planning and design, traffic analysis and modeling, and right-of-way acquisition. He has collaborated on numerous transportation projects including local and regional planning efforts, preliminary design and scoping, detailed roadway design, and urban, greenway, and rail-to-trail shared use paths. His Transportation Planning experience includes evaluation of existing area opportunities and constraints, public outreach to assess needs and evaluate opportunities, development of proposed alternatives based on feedback and analysis, and implementation of identified projects. His Right of Way experience includes alternative evaluation to limit impacts, preparing documents and acquiring property, and facilitating public involvement to inform the direction of projects.

RELEVANT PROJECTS

Legacy Trail Phase 3, LFUCG, Lexington, KY – Matt has provided analysis and design expertise for the planning and design of this 2 mile on-road bike/ped connection through the urban core area of downtown Lexington. The project was recently awarded the ACEC-KY Engineering Excellence Grand Award. The preliminary planning phase included analysis of case studies and alternatives to provide facilities in an urban section of the city requiring an extensive public outreach component for affected neighborhoods.

Town Branch Trail Phase 6, LFUCG, Lexington, KY – Matt assisted with preliminary planning and design of the final phase of this shared use path connecting suburbs and businesses to downtown Lexington. Included in the planning and design process were data collection efforts to determine viable routes, numerous meetings with property and business owners along the corridor, development of

alternatives for roadway, rail, and creek crossings, and development of anticipated project costs for future funding requests.

KY 18 Multi-Use Path, Boone County, KY – Matt is the lead design engineer for the design of over a mile of multi-use path along KY 18 between KY 237 and Aero Parkway. The 10-foot-wide path will connect an existing path at the intersection of KY 237, proceeding along the north side of KY 18 to Limaburg Road, where it will cross over Gunpowder Creek and continue to Aero Parkway (KY 1017). The path includes small roadway modifications, a soldier pile wall, and wood bike fence. The project includes traffic modifications at crossings to improve pedestrian and cyclist safety, drainage improvements, and a soldier pile retaining wall.

Clinton Friendship Trail, Clinton County, Ohio – Matt served as a design engineer for the conversion of an abandoned rail bed to a shared use path. This “rails-to-trails” project was constructed primarily within an abandoned railroad corridor, although approximately 2,000 feet of the trail utilizes shared use lanes through the Village of Sabina. The on-street portion of the trail also includes a crossing with the active railroad. The project included 11 stream crossings, multiple roadway crossings, and trailhead parking design in proximity to an active rail corridor.

Jessamine County Bike and Ped School Connector Study, Kentucky – Matt was a key part of a team that assembled a plan for providing access for students to schools along the KY 29/KY 39 corridor from nearby subdivisions as well as regional connections to other trail networks. The team worked to implement two projects along the corridor identified as early action items including securing funding to advance the projects to the design phase.

YEARS OF EXPERIENCE

8

YEARS WITH FIRM

8

EDUCATION

M.S. Civil Engineering –
The Ohio State University,
Columbus, Ohio, 2013

B.S. Civil Engineering –
The Ohio State University,
Columbus, Ohio, 2011

REGISTRATION

Professional Engineer in
Kentucky

Land Surveyor in Training in
Kentucky

ANDREW KNIGHT, PLA, ASLA

Principal, Landscape Architect

MKSK

ANDY BELIEVES EACH PROJECT PRESENTS A UNIQUE OPPORTUNITY TO BE EXPLORED, TO DISCOVER SOMETHING NEW YET FAMILIAR, AND TO PROVOKE A HEIGHTENED SENSE OF EMOTION.

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

PROJECT EXPERIENCE

Jackson Crossing Feasibility Study

Jackson, Kentucky

Euclid Ave. & S. Limestone St. Commercial Corridor Study

Lexington, Kentucky

Distillery District Feasibility Study

Lexington, Kentucky

Lexington CentrePointe

Lexington, Kentucky

Waterfront Park PH 4

Louisville, Kentucky

West Louisville Outdoor Recreation Initiative Master Plan

Louisville, Kentucky

Experience Prior to MKSK:

Karamay Education and Engineering Campus Master Plan

Karamay, China

Univ. of Kentucky Coldstream Research Campus Master Plan

Lexington, Kentucky

BGSU Campus Master Plan

Bowling Green, Ohio

EDUCATION

The Ohio State University,

Master of Landscape Architecture, 2002

University of Tennessee,

Bachelors in Landscape Design, 1998

REGISTRATION

Registered Landscape Architect, Commonwealth of Kentucky

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects

BOARDS & COMMISSIONS

National Inclusive Play Advisory Board

Kentucky Chapter ASLA Advocacy Board



PRINCIPAL-IN-CHARGE / PROJECT MANAGER



EDWARD HOLMES, AICP
PRESIDENT

EDUCATION

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

EXPERIENCE

Edward Holmes is a certified planner with over 35 years of experience focusing on incorporating sustainable planning strategies into redevelopment, master planning, environmental justice, and land use plans. As an urban planner and Principal in EHI Consultants, Ed has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and sustainable neighborhoods. Ed has direct experience with numerous public sector and private-sector projects throughout the Southeast United States.

SPECIALTIES: Urban planning / urban design, comprehensive planning, zoning and subdivision regulation plans, neighborhood plans, housing market studies, community engagement and outreach. He has been recognized by the Kentucky Chapter of the American Planning Association and the Kentucky Chapter of the American Society of Landscape Architects for his planning efforts in comprehensive and neighborhood planning, environmental justice and farmland preservation.

NEWTOWN PIKE EXTENSION LEXINGTON, KENTUCKY

EHI managed and led a design team of professionals in the planning and redevelopment of the Southend Park Neighborhood. This project consisted of the planning, design and redevelopment of a 25-acre urban neighborhood near downtown that was recently impacted by the extension of the Newtown Pike Roadway.



LFUCG SMALL AREA PLANS LEXINGTON, KENTUCKY

EHI led the development of various neighborhood plans throughout Lexington. The neighborhood plans provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating more livable, connected and sustainable places.



FAYETTE COUNTY OPPORTUNITY ZONE ANALYSIS

LEXINGTON, KENTUCKY
EHI performed extensive demographic analysis and zoning analysis of opportunity zones in Lexington KY. EHI worked with residents, businesses and institutions to analyze and facilitate opportunity zones that promote sustainability and economic development within Fayette County, Kentucky.



DIXIE HIGHWAY BUS RAPID TRANSIT LOUISVILLE, KENTUCKY

EHI provided civil engineering design services for adding a bus rapid transit (BRT) route to service residents living along Dixie Highway and other major streets throughout the route in Louisville. Tasks consisted of inventorying of existing utilities and assisting in the development of preliminary utility concept plans, and public involvement.



Kyle R. Henderson, P.E.

AREAS OF EXPERTISE

- Traffic/Corridor Study and Modeling
- Intersection Control Evaluation
- Roundabout Intersection Design

PROFESSIONAL EXPERIENCE

Kyle has been a transportation and traffic engineer for 14 years, specializing in detailed traffic analysis, intersection control evaluations, intersection design, traffic signal design, and plan delivery with both our transportation and municipal disciplines. He has been involved in the modeling and design of more than 70 traffic signals and 30 roundabouts for various state and local agencies in Kentucky, Wisconsin, Illinois, Texas, and Ohio, more than 60 intersection control evaluations, and numerous corridor and intersection studies.

RELEVANT PROJECTS

Traffic/Corridor Study experience includes the preparation of traffic impact studies and corridor improvement plans for several projects, including the following:

- Manchester Street (KY 1681) Improvements, Lexington, Kentucky
- Liberty Road Intersection Improvements, Lexington, Kentucky
- Floyd County Thoroughfare Plan, Floyd County, Indiana
- US 41 Interstate Conversion, Southeastern and Northeastern Wisconsin
- IL 47 Reconstruction, Woodstock, Illinois
- IH 39 and WIS 11 (Avalon Road) Diverging Diamond Interchange, Janesville, Wisconsin
- Montgomery Road and SR 126 Interchange Conversion Montgomery, Ohio

Traffic Modeling – Proficient in traffic modeling and analysis programs, including Synchro/SimTraffic, HCS, RODEL, Paramics, and VISSIM. Has developed and evaluated several extensive and detailed traffic simulation models including the following:

- Paramics model of I-94 in St. Croix County from the Minnesota State Line to the US 63 Interchange, including 23 miles of freeway,

five service interchanges, two system interchanges, and numerous traffic signal and roundabout intersections. The analysis includes 3 years (existing, 2020, and 2040) and four analysis periods (AM peak flow, PM peak flow, Friday PM peak flow and Sunday AM peak flow).

- Paramics models of the I-43/US 41/WIS 172 Freeway Loop in Green Bay, Wisconsin, including more than 40 miles of freeway, 14 service interchanges, five system interchanges, and numerous complex three-lane roundabout intersections. Study involves the use of an extraction from the regional travel demand model to develop the Paramics origin-destination matrices.
- US 151/Verona Road Beltline Interchange modeling in Madison, Wisconsin. The study involves the use of an extraction of turn count and link count data and the use of Estimator to develop the Paramics origin-destination matrix.
- Complex roundabout-corridor simulation for WIS 21, Breezewood Lane, and Packerland Drive in northeast Wisconsin.

Intersection Control Evaluation experience includes completion of more than 60 Intersection Control Evaluations (ICE) including the analysis of several roundabout intersection alternatives.

Roundabout Intersection Design experience includes numerous intersections where initial conceptual roundabout geometrics were provided for intersection control evaluations as well as being the principal designer for more than 15 roundabouts that have been constructed or will be within the next 2 years.

YEARS OF EXPERIENCE

14

YEARS WITH FIRM

14

EDUCATION

B.S. Civil Engineering –
University of Wisconsin-
Platteville, 2006

REGISTRATION

Professional Engineer in
Wisconsin

Mark C. Askin, P.E.

AREAS OF EXPERTISE

- Right-of-Way Manager
- Level III Buyer
- Level III Relocation Agent
- Urban and Rural Highways
- Urban Streetscapes
- Project Management

PROFESSIONAL EXPERIENCE

Mark currently serves as Director of Strand's Right-of-Way and Easement. He has more than 26 years of experience working with KYTC, utility companies, and municipalities on right-of-way acquisition projects. In total, Mark has acquired or overseen the acquisition of over 5,000 parcels for multiple clients. His proven project management and communication skills will provide quality projects within the budget and schedule. Mark's experience in transportation design as well as right-of-way acquisition contributes to his wealth of knowledge that has led to his team's high acquisition rate. Projects managed by Mark have been completed within the project schedule averaged a 95 percent acquisition rate without the use of eminent domain procedures. With projects ongoing or completed in all Districts, Mark has developed relationships with KYTC staff and understands their individual expectations.

RELEVANT PROJECTS

KYTC Right-of-Way Acquisition – As one of the leading right-of-way acquisition managers in the Commonwealth, Mark is continuously looked to for guidance in this arena as well. Mark is currently assisting with the Mountain Parkway project in eastern Kentucky, providing quality control through peer plan reviews for roadway design and potential right-of-way conflicts. Mark's diverse experience with roadway, structures, utilities, and right-of-way acquisition helps him provide clear and concise suggestions that lead to cost effective, constructible designs that can be implemented on tight schedules.

Bridging Kentucky Program - Mark Askin acted as right of way supervisor for this project which included projects throughout the state of Kentucky with acquisitions in more than half of the 120 counties. These projects included both MAR's and Appraisals. Mark Askin also

reviewed all and checked all relocation services, which included RHP's, miscellaneous moves, and business move.

KYTC, Fayette County, Newtown Pike Extension, Item No. 07-593.20 – Mark served as project manager on this project. Strand provided acquisition and relocation services on this project. This project was a heavy commercial and industrial area that made acquisition complex. Strand successfully acquired 85% of 26 parcels without the use of eminent domain procedures.

KYTC, Fayette County, New Circle Road, Item No. 7-133.0 and 7-366.0 – Mark served as project manager on these projects. Strand provided acquisition and relocation services on this project. This project was a heavy commercial area that made acquisition complex. Strand successfully acquired 84% of 82 parcels without the use of eminent domain procedures.

KYTC, Fayette County, Item No. 07-593.20 - Mark managed this project which included 27 total parcels, 10 MAR's and 17 Appraisals. Mark Askin also reviewed all and checked all relocation services, which included 7 RHP's, 1 miscellaneous. move, and 8 business move.

KYTC, Fayette County, Item No. 07-366.00 - Mark managed this project which included 8 MAR's and 33 Appraisals. Mark Askin also reviewed all and checked all relocation services, which included 13 business moves.

KYTC, Scott County, Item No. 07-212.00 - Mark managed this project which included 18 Appraisals. Mark also reviewed all and checked all relocation services, which included 1 RHP's, 1 miscellaneous move, and 2 business moves.

YEARS OF EXPERIENCE

26

YEARS WITH FIRM

26

EDUCATION

B.S. Civil Engineering – University of Kentucky, 1995

International Right-of-Way Association Courses (Partial Listing)

Principals of Real Estate Law (800), April 2000

Principals of Real Estate Engineering (900), April 2000

Commonwealth of Kentucky Transportation Cabinet

Intermediate Right of Way, October 1998

Leadership P.E. Graduate, Class of 2002 – 2003

REGISTRATION

Professional Engineer in Indiana, Kentucky, and Ohio

Steven B. Vogel, P.E.

AREAS OF EXPERTISE

- Hydrologic and Hydraulic Modeling and Storm Sewer Design
- Stormwater Master Planning
- Project Management and Construction Administration
- Local, State, and Federal Regulatory Permitting
- Public and Stakeholder Engagement and Education
- Residential and Commercial Site Design and Plan Preparation

PROFESSIONAL EXPERIENCE

Steve has 15 years of applied experience as certified educator and professional engineer, having a strong emphasis in the area of stormwater management engineer on a variety of projects for both public and private sector clientele. In addition to general civil engineering core capabilities, his background includes hydrologic and hydraulic modeling, stormwater management systems analysis and design, floodplain analysis and preparation of FEMA CLOMR/LOMR requests and local, state, and federal permitting for compliance with environmental regulatory requirements. Steve possesses very capable working knowledge of various modeling platforms including XPSWMM 2D, HydroCAD, HEC-RAS, HEC-HMS, SITES, StormCAD, and HY8 among others. This experience has been gained as both a designer and specifier providing him a thorough understanding of the various aspects of stormwater program components.

RELEVANT PROJECTS

KYTC Liberty Road (KY 1927), Lexington, KY – As the Stormwater Quality Control Engineer, Steve led the preliminary evaluation and development of the approach for the stormwater control along the Liberty Road Corridor. The roadway improvements impact three existing FEMA mapped floodplains including reduction of existing detention areas. As part of the design, Strand developed modifications to the detention areas and developed control structures to reduce peak flow rates to be sensitive to potential downstream basin impacts.

Winchester Road at Liberty Road Intersection, Lexington, KY – Local and state road intersection redesign including retrofitting existing parking entrances, storm sewer inlets, as well as the evaluation of vehicle turning movements, pedestrian access routes and utility coordination in and urban environment.

Second Street (US 60) Corridor “Complete Street” Improvements, City of Frankfort, KY – As the Stormwater Quality Control Engineer, Steve led the preliminary evaluation and development of the approach for the stormwater infrastructure along the Second Street Corridor to support the proposed streetscape improvements. This included the development of alternatives to address street flooding concerns, combined sewer separation, and integration of the proposed stormwater infrastructure with the existing flood wall.

Town Branch Commons Corridor Reconstruction, LFUCG, Lexington, KY
Steve served as Lead Drainage Engineer on this \$20M KYTC TIGER-funded multimodal corridor reconstruction initiative for Vine Street and Midland Avenue. A key component of the project involved daylighting stormwater along Midland Avenue to create a realistic interpretation of Central Kentucky’s typical upland riparian ecosystem. This has required in-depth analysis of the existing corridor storm sewer system and assessment of lateral inflow potential to develop an open channel flow regime for compatibility with the reconstructed roadway.

Southland Area Drainage Study, LFUCG, Lexington, KY – Served as Deputy Project Manager and H&H modeler for study of the Southland Drive area drainage system. Using HEC-RAS and XPSWMM 2D, Steve led development of an existing conditions model including major bridges and culverts along the upper reaches of Cane Run. Alternatives including culvert, bridge, and storage area modifications, were then developed for the eight delineated project areas comprising a \$9 million Master Plan. Implementation of this plan is currently in process with the WGPL project complete and the design for an urban stormwater relief sewer and basin retrofit underway.

YEARS OF EXPERIENCE

15

YEARS WITH FIRM

10

EDUCATION

M.S. Secondary Education – University of Kentucky, Lexington, 2011

B.S. Civil Engineering – University of Kentucky, Lexington, 2005

REGISTRATION

Professional Engineer in Kentucky and Tennessee

LUIS HUBER-CALVO, AICP

Associate, Planner

MKSK

Luis merges his experience in architectural design with his abilities in urban planning to facilitate the development of public spaces that contribute to their surroundings and energize their communities.

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

Project Experience

Columbus Parkland Dedication Ordinance (PDO)
Improvement Plan
Columbus, Ohio

2019 Columbus Recreation and Parks Land Plan
Columbus, Ohio

2014 Columbus Recreation and Parks Master Plan
Columbus, Ohio

Great Parks of Hamilton County Comprehensive Master Plan
Hamilton County, Ohio

Great Parks Park and Facility Master Plans
Hamilton County, Ohio

Toledo Metroparks Strategic Planning Site Specific Design
Toledo, Ohio

Reedy River Redevelopment Area Plan
Greenville, South Carolina

Discovery District Placemaking Plan
Columbus, Ohio

Downtown Toledo Master Plan
Toledo, Ohio

Waterfront Park Phase 4
Louisville, Kentucky

Education

University of Louisville,
Master of Urban Planning, 2013
Kennesaw State University(Formerly Southern Polytechnic),
Bachelor of Architecture, 2010

Professional Affiliations

American Planning Association, Ohio Chapter

Boards & Commissions

Louisville Resilience Steering Committee



KEVIN DICKE, ASLA, PLA

Associate, Landscape Architect

MKSK

Kevin integrates a creative design approach with attention to construction detail and practicality.

Kevin has more than 25 years experience with both public and private clientele. His expertise includes urban site analysis, streetscape design, conceptual design, master planning, construction documentation, cost estimating, and construction administration/inspection.

Project Experience

Wasson Way Multimodal Greenway
Cincinnati, Ohio

Fort Mitchell Streetscape Connectivity Plan
Fort Mitchell, Kentucky

Colerain Avenue Corridor Study
Colerain Township, Ohio

Colerain Avenue/Springdale Road Gateway Implementation
Colerain Township, Ohio

Summit Park
Blue Ash, Ohio

Miami University 2017 Walks & Drives Study
Oxford, Ohio

Miami University 2018 Gateway & Safety Enhancements
Oxford, Ohio

Miami University Bishop Woods Restoration
Oxford, Ohio

Austin Boulevard/I-75 Landscape Enhancement Plan
Dayton, Ohio

Montgomery Quarter
Montgomery, Ohio

Lexington Streetscape Master Plan & Implementation
Lexington, Kentucky

Downtown Blue Ash Streetscape Master Plan
Blue Ash, Ohio

Education

The Ohio State University,
Bachelor of Science Landscape Architecture, 1996

Registration

Registered Landscape Architect, Commonwealth of
Kentucky, Ohio

Professional Affiliations

American Society of Landscape Architects
Kenton Connects Bicycle and Pedestrian Plan Advisory
Committee

Boards & Commissions

Fort Mitchell, KY Tree Board, 2017-present
Kenton Connects Advisory Board, 2018-present



PROJECT PLANNER



**RYAN HOLMES, AICP
PLANNER**

EDUCATION

Bachelor of Science, Business Administration, University of Louisville

Master of Business Administration, University of Cincinnati

Master of Community Planning, University of Cincinnati

EXPERIENCE

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

LEXINGTON INFILL AND REDEVELOPMENT RECOMMENDATION

LEXINGTON, KENTUCKY

EHI served as a project facilitator for two of three task forces charged with the responsibility of developing a set of infill and development recommendations for undeveloped and underdeveloped lands within LFUCG's Urban Service Boundary.



9TH STREET CORRIDOR PLAN

LOUISVILLE, KENTUCKY

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



TOWN BRANCH GREENWAY

LEXINGTON, KY

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



SOUTHEND PARK URBAN VILLAGE PLAN KENTUCKY AND INDIANA

The plan encompasses the examination of economic opportunities, infill development; mixed land use, community gardens open public space development, social capital, neighborhood character development and healthy infrastructure consisting of plans to locate a community park and pedestrian facilities within the neighborhood.



PROJECT ENGINEER



MIKE PEAK, PE
CIVIL ENGINEER

EDUCATION

Bachelor of Science, Civil Engineering, University of Louisville

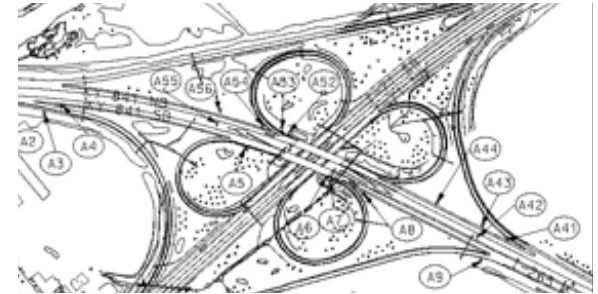
Master of Engineering, Civil Engineering, University of Louisville

EXPERIENCE

Mr. Peak joined EHI Consultants in 2005. As project engineer at EHI Consultants, Mr. Peak has performed multiple tasks for the review, design, and production of KYTC and local roadway construction, airport design, and site design plans. Some examples of tasks completed for these plans include, drainage analysis, culvert analysis, site grading, maintenance-of-traffic (MOT) plans, right-of-way (ROW) acquisition, quantities, and cost estimates, permanent signage plans, permanent striping plans, project quantity summaries, and cost estimates. He also has experience in design and analysis of bike/pedestrian facilities, utilities, and erosion control.

DIXIE HIGHWAY BUS RAPID TRANSIT LOUISVILLE, KENTUCKY

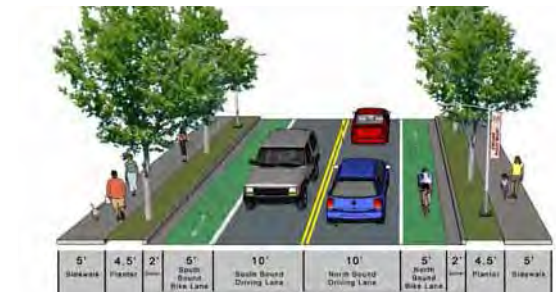
This ongoing project consists of civil engineering design services for adding bus rapid transit (BRT) route to service residents living along Dixie Highway and other major streets throughout the route in Jefferson County, Kentucky. Phase 1 project tasks consisted of inventorying of existing utilities and drainage lines and structures, crash data, and traffic data, preliminary ROW acquisition, assisting in the development of preliminary utility concept plans, and public involvement. Phase 2 project tasks consists of assisting in the development of final utility plans, assisting in the development of final lighting design plans, existing utility field verification, and public involvement.



NEW CIRCLE ROAD (KY 4) & VERSAILLES ROAD (US 60) INTERCHANGE

FAYETTE COUNTY, KENTUCKY

This project consisted of civil Engineering design services for improvements to the New Circle Road (KY 4) & Versailles Road (US 60) Interchange in Fayette County, Kentucky. Project tasks consisted of developing a study of the existing interchange, utility coordination, developing alternate layouts for improvements to the interchange, and final drainage and culvert design.



APPENDIX B

SUBCONSULTANT RELEVANT PROJECT DESCRIPTIONS



The street is the most common form of public space in Midwestern cities and neighborhoods. MKSK is a leader in capturing the full value of streets for all users and uses, not just the automobile. Multi-modal design that treats streets as true places to spend time is central to our street design philosophy. We know that complete streets are the most equitable for the end user and the most successful in driving economic development and private investment along a street. When travel speeds slow down, streets not only become dramatically safer, the adjacent development realizes higher rental rates, better sales per square foot, and experiences less vacancy. When streets are safer, designed and inviting for pedestrians and bicyclists, more people walk and bike, improving community health and accessibility for everyone.

We also recognize that desired design for all types of users cannot always fit into the available space so we use a “Complete Network” perspective to identify priority networks for pedestrians, bicyclists, transit, trucks and

automobiles. We also promote transportation design that complements the desired character of the built and natural environment.

In our approach to transportation planning and complete streets planning and design, MKSK provides the following services:

- Multi-modal street and streetscape design
- Tactical street calming and activation strategies
- Bike and pedestrian master planning
- Street safety improvement design
- Transit station/stop planning
- Access management strategies
- Bike infrastructure and trail master planning
- Parking management studies
- Street and right-of-way design manuals
- Form-Based Codes
- Transportation Demand Management Strategies
- Smart Cities considerations

WASSON WAY MULTIMODAL GREENWAY

Cincinnati, Ohio

MKSK



Developing a world-class multi-use bicycle and pedestrian trail corridor

MKSK led a multi-discipline design team of engineers and wayfinding and transportation experts to develop 11.5 miles of bicycle and pedestrian trail network on a combination of existing railroad right-of-way and city property. Once completed, Wasson Way will give 100,000 people, living within one mile of the trail, access to a network of over 100 miles of bike and pedestrian trails.

MKSK provided project administration services, public and stakeholder engagement, Urban Design, and Landscape Architecture design and documentation services.

"We think that they (MKSK) have the experience needed to carry out what our vision is, which is to create a world-class trail that's also a vibrant hub of community activity. They understand how to construct the trail but then also have it strategically linked to the surrounding neighborhoods and existing amenities in a way that will spur economic development, increase connectivity and revitalize the neighborhood." - Susan Schaefer, Chair, Wasson Way Board

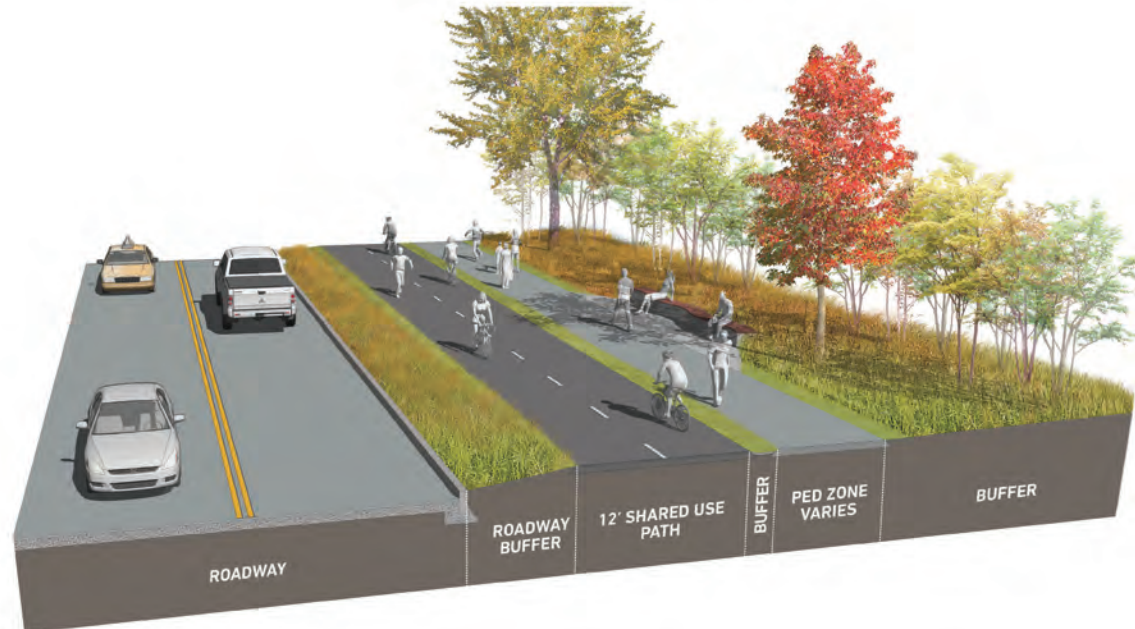
CLIENT
CONTACT
PHONE
EMAIL
YEAR

City of Cincinnati, Dept. of Trans. & Eng.
Melissa McVay, Senior City Planner
513.352.4845
melissa.mcvay@cincinnati-oh.gov
2017

WASSON WAY MULTIMODAL GREENWAY

Cincinnati, Ohio

MKSK



CLIENT
CONTACT
PHONE
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YEAR

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Melissa McVay, Senior City Planner
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melissa.mcvay@cincinnati-oh.gov
2017

WASSON WAY MULTIMODAL GREENWAY

Cincinnati, Ohio

MKSK



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City of Cincinnati, Dept. of Trans. & Eng.
Melissa McVay, Senior City Planner
513.352.4845
melissa.mcvay@cincinnati-oh.gov
2017

TOWN BRANCH TRAIL PHASE 6

Lexington, Kentucky

MKSK



Creekside multi-use trail weaves together historic corridor and future development

Working on a multi-disciplinary engineer-led team, MKSK was the design Landscape Architect for the Town Branch Trail Phase 6 in downtown Lexington. The Town Branch Trail Master Plan was developed in 2010 as a component of the overall Distillery District Master Plan. The master plan studied future corridor development, placemaking, and connectivity to citywide bike and pedestrian trails. The trail within the Town Branch Creek corridor is intended to weave through the Distillery District and along the banks of the creek, providing several opportunities to view the historic creek in downtown Lexington and engage future development planned for the district.

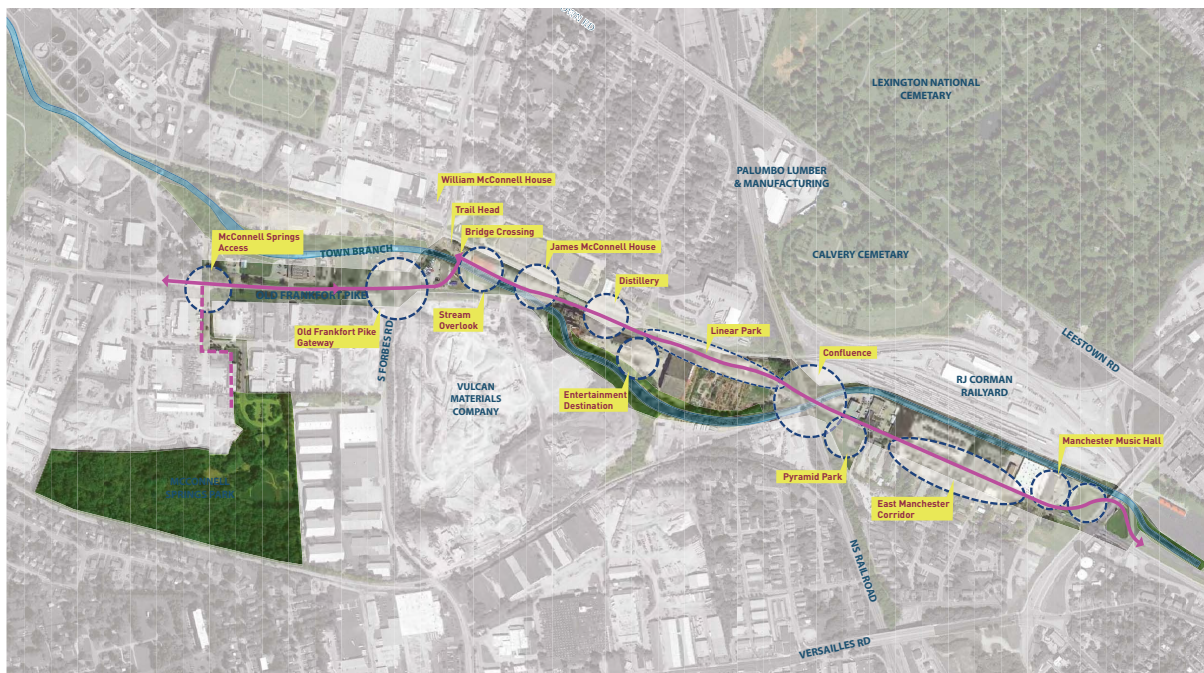
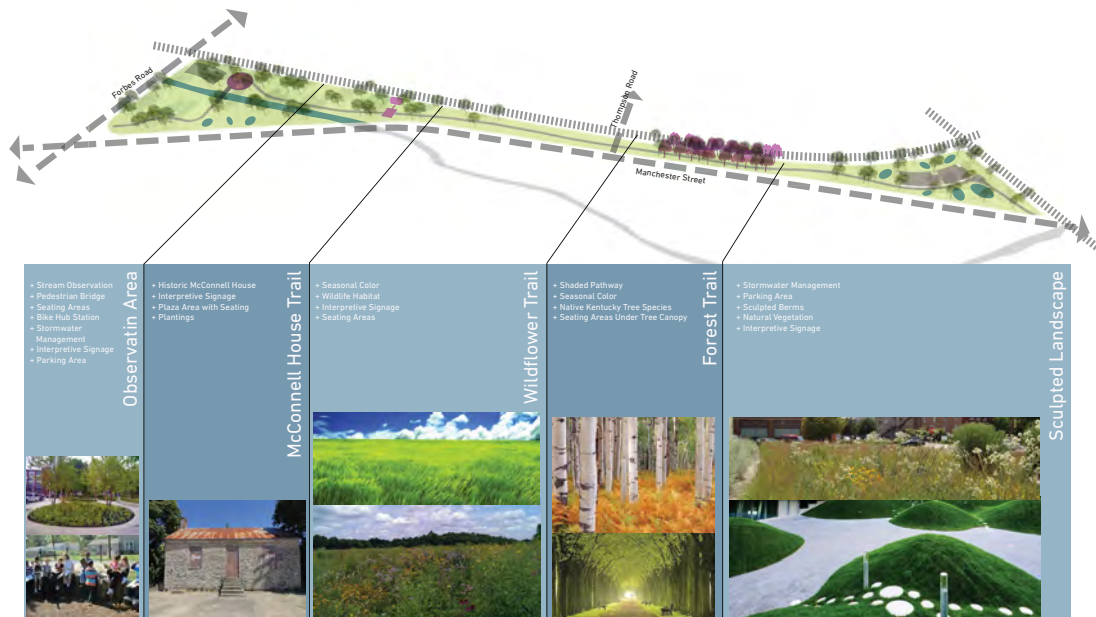
CLIENT
CONTACT
PHONE
YEAR

Lexington-Fayette Urban County Gov.
Keith Lovan, PE
859.258.3478
2018

TOWN BRANCH TRAIL PHASE 6

Lexington, Kentucky

MKSK



CLIENT
CONTACT
PHONE
YEAR

Lexington-Fayette Urban County Gov.
Keith Lovan, PE
859.258.3478
2018

RE-STATE STATE STREET MASTER PLAN & IMPLEMENTATION **MKSK**

West Lafayette, Indiana



Enhancing the roadway network through public-private partnership

MKSK served as the lead Urban Design consultant to The City of West Lafayette and Purdue University on the \$120 Million project to redesign State Street and numerous one-way street conversions. The project, an outcome of the MKSK led State Street Master Plan, integrates roadway, streetscape, and aesthetics to improve safety and mobility, and to create a new image for Purdue University and the City of West Lafayette. The City and University teamed to jointly deliver the project through an innovative public-private partnership model - the build, operate, and transfer delivery method. This project was the first in the State of Indiana to use this model at the local level.

MKSK served as the landscape architect and urban designer on the technical advisory team, providing assistance assembling technical provisions, scoring developer team responses, and reviewing design solutions and final documents for compliance with project requirements. The project is anticipated to be complete by Purdue University's sesquicentennial, in 2019.

Outcomes:

- 2020 Society for College and University Planning
Excellence in Landscape Architecture Merit Award

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CONTACT
PHONE
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YEAR

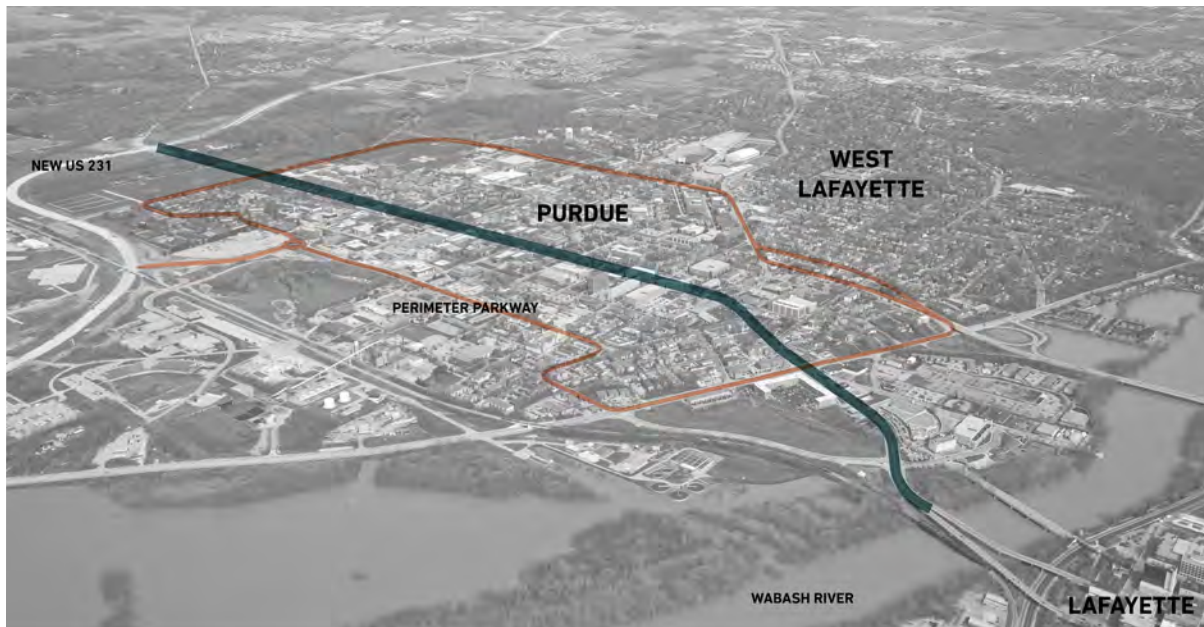
Purdue University, City of West Lafayette
Eldon Petersen, David Buck
765.496.8335, 765.775.5130
drpeter@purdue.edu,
dbuck@westlafayette.in.gov
2014 Master Plan, 2019
Implementation

mkskstudios.com

"RE-STATE" STATE STREET MASTER PLAN

West Lafayette, Indiana

MKSK



CLIENT
CONTACT
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Purdue University, City of West Lafayette
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West Lafayette, Indiana

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RE-STATE STATE STREET MASTER PLAN & IMPLEMENTATION **MKSK**

West Lafayette, Indiana



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2014 Master Plan, 2019
Implementation

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RE-STATE STATE STREET MASTER PLAN & IMPLEMENTATION **MKSK**

West Lafayette, Indiana



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dbuck@westlafayette.in.gov
2014 Master Plan, 2019
Implementation

mkskstudios.com

LEGACY TRAIL PHASE I & II

LEXINGTON, KENTUCKY



REFERENCE:

Lexington-Fayette Urban County Government

Keith Lovan
859.258.3478

Date of Performance:
2008-2016

The Legacy Trail is a nine-mile walking and biking trail that will connect the Kentucky Horse Park and downtown Lexington. It is a multi-use corridor that is a key part of Lexington's Greenway Master Plan. Phase I of the trail was completed ahead of the 2010 World Equestrian Games and allowed for a vital connection from the north end of town to the East End neighborhood in Lexington, KY.

EHI was tasked with route evaluation services for the Feasibility Study. EHI provided assistance with trail planning activities in the Downtown and Lexmark segments of the trail. This assistance included review and evaluation of route alternatives to identify neighborhood, technical and other related issues that needed to be considered in the design process. The urban portion of the path along 3rd Street in the East End neighborhood was evaluated to determine the best alternative that would allow for pedestrian and vehicular traffic to co-exist.

EHI was also tasked with planning and facilitating stakeholder meetings with all of the neighborhood associations in Lexington, to focusing on those associations within the study corridor.



CHARLES YOUNG CENTER FEASIBILITY STUDY

LEXINGTON, KENTUCKY



REFERENCE:

Lexington-Fayette Urban County Government

Keith Lovan
859.258.3478

Date of Performance:
2013-2016

EHI conducted an in-depth study of the Charles Young Center to develop a plan for future use of the building. This community center is a historical African American icon located within the East End of Lexington. The building which is named in honor of Charles Young has historical significance and has maintained a lasting impact on the community.

This feasibility study involved many parties and stakeholders who included the African American community, the Lexington Fayette Urban County Government, as well as potential groups and individuals who are interested in, as well as contenders for possessing and occupying the building. The study consisted of conducting historical research on the building, public outreach, and conducting stakeholder meetings to develop practical and reasonable suggestions for the future use of the building



EAST END SMALL AREA PLAN

LEXINGTON, KENTUCKY



REFERENCE:

*Lexington-Fayette Urban
County Government, Division
of Planning*

*Jim Duncan, AICP
859.258.3262*

Date of Performance:
2010-2011

EHI led the team responsible for the development of a small area plan for Lexington's East End Neighborhood in coordination with Lexington-Fayette Urban County Government.

EHI was involved with the planning and facilitation of an extensive public involvement component consisting of a 2 day planning charrette with neighborhood residents and stakeholders. This process was largely successful with more than 150 individuals turning out for the kick-off rally and 75 for the visioning and charrette sessions, as well as favorable articles in the Lexington Herald-Leader newspaper.

In addition to the public involvement component, the plan consisted of an examination of economic opportunities, land use, diversity issues, infill development; mixed land use, open public space development, social capital and social justice, neighborhood character development, public space and streetscape designs. A set of detailed implementation strategies were developed that are still being measured and implemented today.



WINBURN AND RUSSELL CAVE NEIGHBORHOODS SMALL AREA PLAN

LEXINGTON, KENTUCKY



REFERENCE:

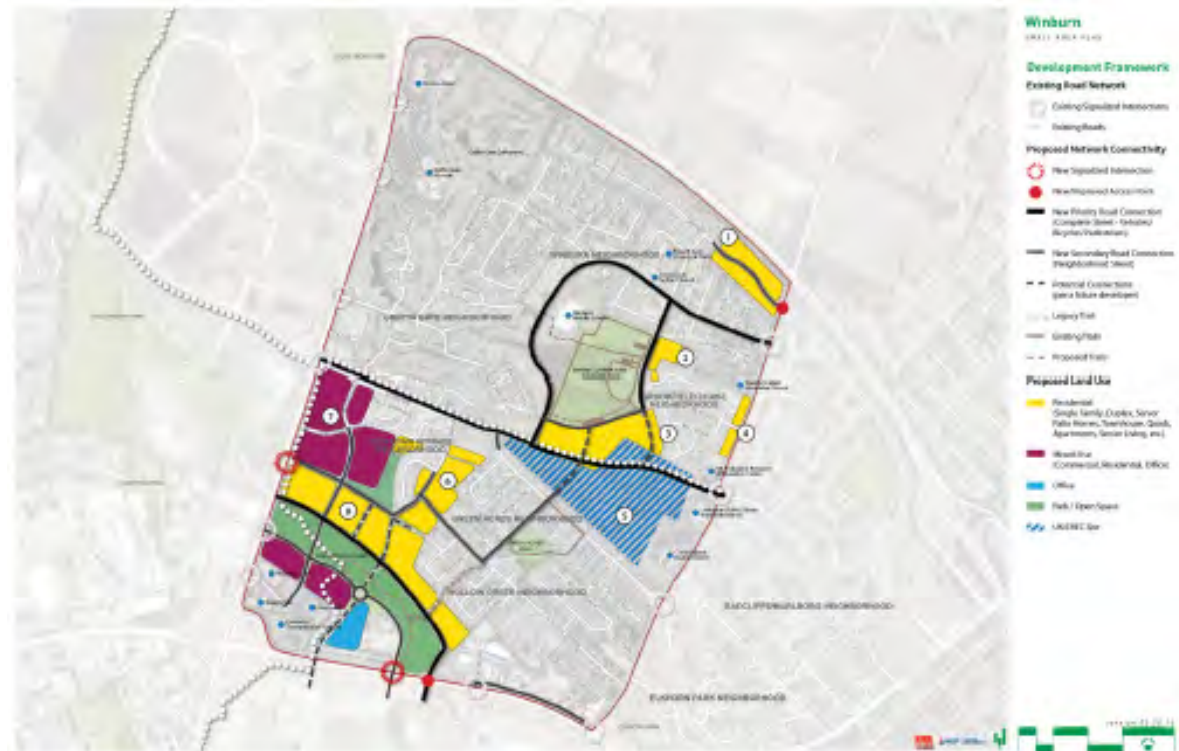
*Lexington-Fayette Urban
County Government*

*Jim Duncan
859.258.3172*

*Date of Performance:
2015 - 2016*

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.

The plan provided a development framework used to guide both public infrastructure and private investment efforts for the purpose of neighborhood revitalization and creating a more livable, connected and sustainable place. The plan's recommendations developed new sustainable strategies that balanced the market demand for great, walkable, urban places and communities, with the need for jobs, housing, and transportation that are attainable and equitable to everyone. Major elements of the plan included the extension of Citation Boulevard, a local collector street and opportunities to utilize large, vacant parcels, existing parks and trails as catalysts for redevelopment.



TOWN BRANCH GREENWAY

LEXINGTON, KENTUCKY



REFERENCE:

Lexington-Fayette Urban County Government

Mike Sewell
502.627.8941

Date of Performance:
2017 - 2019

The Town Branch Greenway, part of the Town Branch Commons Corridor project, will be a 2.5-mile multi-use trail that will be in downtown Lexington, Kentucky. This linear park will provide continuous bike and pedestrian connections, a lush green band through downtown, connect new and existing parks, and improve our water quality. The purpose of the project is to connect two of the city's major trails, the Legacy and Town Branch Trails, and establish a link between the city's urban core and bluegrass countryside. Construction on the trail is set to be completed by 2022.

As a subconsultant, EHI is provided engineering services for the design multi-use trail, which includes, traffic and pedestrian signal, striping, and signage plans. Additional services included project quantities and cost estimates related to the traffic and pedestrian signal, striping, and signage plans. EHI also assisted in the bid document and construction administration processes.



FIRM OVERVIEW

MKSK



We invite you to explore the character of our work.

MKSK is a collective of Planners, Urban Designers, and Landscape Architects, founded in 1990, who are passionate about the interaction between people and place. We work with communities and clients to reimagine, plan, and design dynamic environments for the betterment of all. We are a practice with a network of eight regional metropolitan studios in Ohio, Indiana, Kentucky, Michigan, South Carolina and Georgia. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design. We help communities and our clients meet the challenges of changing global conditions by addressing resiliency and sustainability. We shape place to improve lives,

and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good.

COLUMBUS	614.621.2796
ATLANTA	614.621.2796
CINCINNATI	513.818.3842
DETROIT	313.652.1101
GREENVILLE	864.626.5715
INDIANAPOLIS	317.423.9600
LAFAYETTE	765.250.9209
LOUISVILLE	502.694.1416

mkskstudios.com



The street is the most common form of public space in Midwestern cities and neighborhoods. MKSK is a leader in capturing the full value of streets for all users and uses, not just the automobile. Multi-modal design that treats streets as true places to spend time is central to our street design philosophy. We know that complete streets are the most equitable for the end user and the most successful in driving economic development and private investment along a street. When travel speeds slow down, streets not only become dramatically safer, the adjacent development realizes higher rental rates, better sales per square foot, and experiences less vacancy. When streets are safer, designed and inviting for pedestrians and bicyclists, more people walk and bike, improving community health and accessibility for everyone.

We also recognize that desired design for all types of users cannot always fit into the available space so we use a “Complete Network” perspective to identify priority networks for pedestrians, bicyclists, transit, trucks and

automobiles. We also promote transportation design that complements the desired character of the built and natural environment.

In our approach to transportation planning and complete streets planning and design, MKSK provides the following services:

- Multi-modal street and streetscape design
- Tactical street calming and activation strategies
- Bike and pedestrian master planning
- Street safety improvement design
- Transit station/stop planning
- Access management strategies
- Bike infrastructure and trail master planning
- Parking management studies
- Street and right-of-way design manuals
- Form-Based Codes
- Transportation Demand Management Strategies
- Smart Cities considerations

FIRM PROFILE



333 WEST VINE STREET
SUITE 300
LEXINGTON, KY 40507
EHICONULTANTS.COM

Consulting Team

EHI Consultants (EHI) a Lexington-based engineering and planning firm, has assembled a team of highly qualified engineering, planning, and design professionals that are experienced in creating award-winning neighborhood revitalization plans for communities locally, regionally and nationally. Our firm has a strong working relationship as we have collaborated on several projects in other communities. Our firm understands the importance of community engagement and engineering design for the overall vitality. Together with the LFUCG staff, we will develop creative and sustainable solutions for the project.

EHI provides expertise in community engagement, civil engineering and planning. Our engineering and planning services are based on our staff of highly qualified, licensed, civil engineers and planners. Their experience and qualifications give us the capabilities to provide trail design, roadway design, erosion control, and grading and drainage as part of our engineering services. EHI also provides urban design, neighborhood planning, comprehensive plans, as well as public meeting facilitation such as community engagement, community surveying and a host of other planning services.

EHI is a designated HUBZone and Disadvantaged Business and a member of the TriState Minority Supplier Development Council. We are certified to do business in the Commonwealth of Kentucky and with the State of Kentucky Transportation Cabinet as a Disadvantaged Business Enterprise (DBE), being pre-qualified to perform services in the areas of Rural Roadway Design, Urban Roadway Design, Highway Planning Services, Bike-way Planning, multi-modal trail design and Socioeconomic Analysis.

We are committed to the improvement of the natural, social, physical and cultural environments. EHI believes that engineering, design and planning should complement each other and are not mutually exclusive

APPENDIX D

REQUIRED FORMS

AFFIDAVIT

Comes the Affiant, Joseph M. Bunker, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Joseph M. Bunker and he/she is the individual submitting the proposal or is the authorized representative of Strand Associates, Inc.[®], the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

Joseph M Bunker

STATE OF Wisconsin

COUNTY OF Dane

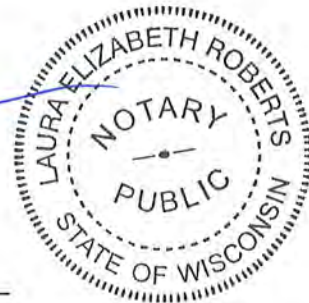
The foregoing instrument was subscribed, sworn to and acknowledged before me

by Joseph M. Bunker on this the 24 day

of September, 2021

My Commission expires:

Laura Elizabeth Roberts
7/4/29



NOTARY PUBLIC, STATE AT LARGE

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

9/24/2021
Date

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.

Joseph M. Bush

Signature

Strand Associates, Inc.®

Name of Business



Strand Associates, Inc.®
651 Perimeter Drive, Suite 220
Lexington, KY 40517
(P) 859-225-8500

Equal Employment Opportunity Policy Statement

Strand Associates, Inc.® is committed to a policy of equal opportunity for all employees. It is our policy to seek and employ the best qualified personnel in all positions, to provide equal opportunity for advancement to all employees, including upgrading, promotion and training, and to administer these activities in a manner which will not discriminate against or give preference to any person because of race, color, religion, age, sex, national origin, handicap, marital status, or any other discriminatory basis prohibited by state or federal law.

Strand is further committed to providing a work environment in which employees are treated with courtesy, respect, and dignity. As part of this commitment, we will not tolerate any form of harassment, verbal or physical, with regard to an individual's race, sex, national origin, or any other protected characteristics. Therefore, all employees are encouraged to bring forth any concerns or complaints in this regard to the attention of management by contacting Human Resources, Shawn Cannon, or Matthew Richards.

All complaints of sexual harassment, or harassment of any kind, will be investigated promptly and, where necessary, immediate and appropriate action will be taken to stop and remedy any such conduct. Any employee found in violation of this policy will be subject to disciplinary action which could include discharge.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # RFP #34-2021 East Lexington Trail Connectivity & Traffic Safety Study

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. Ed Holmes, AICP EHI Consultants 333 West Vine St, Suite 300 Lexington, KY 40507 (859) 425-4881 holmes@ehiconsultants.org	MBE	Public Engagement	*see note below	*see note below
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.

Strand Associates, Inc.
Company

10/4/21
Date


Company Representative

Corporate Secretary
Title

* Note: Strand strives to achieve LFUCG's DBE and VOB participation goals. We regularly utilize MWDBE and VOB subconsultants as part of our project team at this time. A MWDBE firm has been identified to provide services anticipated for this project. We could not identify a VOB for inclusion on the project team. Strand is committed to identifying opportunities for VOB businesses as the project scope is finalized. The total dollar value of MWDBE and VOB contracts will be determined based on the actual negotiated project scope.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #34-2021 East Lexington Trail Connectivity & Traffic Safety Study

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). **(*SEE NOTE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Strand Associates, Inc. _____

Company

10/4/21 _____

Date

 _____

Company Representative

Corporate Secretary _____

Title

* Note: Strand strives to achieve LFUCG's DBE and VOB participation goals. We regularly utilize MWDBE and VOB subconsultants as part of our project team at this time. A MWDBE firm has been identified to provide services anticipated for this project. We could not identify a VOB for inclusion on the project team. Strand is committed to identifying opportunities for VOB businesses as the project scope is finalized. The total dollar value of MWDBE and VOB contracts will be determined based on the actual negotiated project scope.

WORKFORCE ANALYSIS FORM

Name of Organization: Strand Associates, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	10	8	1						1							8	2
Professionals	323	245	49	6	3	2	1			9	4			2	2	264	59
Superintendents	-															-	-
Supervisors	-															-	-
Foremen	-															-	-
Technicians	53	46	5	2												48	5
Protective Service	-															-	-
Para-Professionals	-															-	-
Office/Clerical	52	9	35	1	2		1		1	1	2					11	41
Skilled Craft	-															-	-
Service/Maintenance	3	1				2										3	-
Total:	441	309	90	9	5	4	2	-	2	10	6	-	-	2	2	334	107

Prepared By: Audra Wells, H/R Coordinator Date: 9 / 28 / 21
 (Name and Title) Revised 2015-Dec-15



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/12/2021

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

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

PRODUCER Ansary & Associates, LLC. 2901 W. Beltline Hwy. Suite 202 Madison WI 53713	CONTACT NAME: Joe Keal PHONE (A/C. No. Ext): 800-643-6133 E-MAIL ADDRESS: joe.keal@ansay.com FAX (A/C. No): 608-831-4777
INSURED Strand Associates, Inc 910 W. Wingra Drive Madison WI 53715	INSURER(S) AFFORDING COVERAGE INSURER A : CNA Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 35289

COVERAGES

CERTIFICATE NUMBER: 130199209

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 <input checked="" type="checkbox"/> Blkt. Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5099170076	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 900,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5099170062	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5099170059	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC595126844	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim 2,000,000 Aggregate 2,000,000 Full Prior Acts

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

CERTIFICATE HOLDER**CANCELLATION**

Blank Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “C”
Amended Scope of Work to Consultant Response
RFP No. 34-2021
East Lexington Trail Connectivity and Traffic Safety Study
Date {_____}

1. Task 1–Trail Routing Alternatives Evaluation

- a. Assemble base mapping for trail routing evaluation using available **OWNER**-provided light detection and ranging (LIDAR) data and geographic information system (GIS) information.
- b. Perform a corridor field review and analysis to identify up to three routing alternatives for trail connectivity from the intersection of Liberty Road and New Circle Road and extending to the Isaac Murphy Memorial Art Garden at Third Street and Midland Avenue.
- c. Perform a corridor field review and analysis to identify connectivity opportunities between the Liberty Trail and the proposed Liberty Road multiuse path Kentucky Transportation Cabinet (KYTC) Item No. 7-8902) to support connectivity objectives for the Brighton/Liberty Trail systems.
- d. Obtain copies of existing record plats and railroad valuation maps to review approximate right-of-way (ROW) widths for the trail alignment evaluation.
- e. Evaluate trail routing alternatives and develop exhibits reflecting implementation opportunities as well as potential impediments and constraints.
- f. Attend one field meeting with **OWNER** to review and discuss preliminary findings of trail routing alternatives evaluation to obtain feedback for potential routing refinements.
- g. Submit preliminary assessment of trail routing and connectivity alternatives to **OWNER** and KYTC District 7 office for review and comment.
- h. Prepare presentation materials and study questionnaire for Public Outreach Activity No. 1 to support review and comment on goals and objectives for the East Lexington Bikeway and to solicit feedback on corridor study considerations.
- i. Develop horizontal alignments with corresponding typical sections for each routing alternative for **OWNER** review and comment.
- j. Develop up to three preliminary vertical alignments where situational conditions merit additional understanding of field constraints.
- k. Revise alternatives based on **OWNER** feedback, as appropriate, and prepare final study narrative and drawing deliverables.

2. Task 2–Roadway Traffic Analysis

- a. Review available **OWNER**-provided roadway traffic data for these intersections including Midland Avenue and Third Street, Winchester Road and Walton Avenue, and Winchester Road and Liberty Road.
- b. Review available expansion plans and traffic projections for the Smucker’s plant and attend meeting with **OWNER** to consider access-related needs along the corridor for this facility.
- c. Study and develop up to two improvement concepts each for the three intersections including an enhanced gateway condition for the Midland Avenue and Third Street intersection.
- d. Perform an overview analysis for up to three years of publicly available crash data at each of the three intersections evaluated for the study. Crash diagrams are not included with the scope of this review.
- e. Study improvement concepts and develop volume sets for existing and revised lane configurations at each study intersection.
- f. Complete a traffic analysis for the existing condition and future no build condition for up to two alternative intersection concepts.
- g. Prepare draft summary of findings for **OWNER** review and comment.
- h. Address **OWNER** comments, as appropriate, and prepare a final Intersection Traffic Operations Memorandum of Findings as a final deliverable for this task.

3. Task 3–Trail Identity and Branding

- a. Prepare context and corridor research to develop an overall understanding of potential project influences, characteristics, and histories.
- b. Review opportunities for specific areas of unique expression to help enhance the experiences of future trail users throughout the project corridor.
- c. Prepare up to three preliminary trail branding- and identity-related themes to be presented in conjunction with public outreach efforts for the trail routing study.
- d. Study and develop themes that consider urban ecology, storytelling, placemaking, gateways, neighborhood connectivity, interpretive signage, and materials selection.
- e. Assist **OWNER** with selection of a preferred theme based on the desired trail routing alignment, complete additional refinements, and feedback.
- f. Prepare final trail alignment gateway plan and perspective drawing renderings for up to two intersection concepts with associated identity elements as a final deliverable for this task.

4. Task 4–Implementation Plan

- a. Evaluate potential connections for the Liberty Trail including ROW-related impacts with corresponding opinions of probable costs.
- b. Complete a preliminary evaluation of major ROW-related impacts for each routing alternative with a list of affected parcels, including planning level estimated acquisition costs.
- c. Complete a preliminary evaluation of major utility-related impacts for each routing alternative with a summary of affected facilities, including planning level estimated relocation costs.
- d. Prepare an opinion of probable project cost for each routing alternative for the Design, ROW, Utility, and Construction project delivery phases.
- e. Prepare high-level narrative phasing approach for each routing alternative.
- f. Attend one in-person meeting with **OWNER** to review and discuss opinions of probable project costs and phasing approach for each routing alternative and to obtain feedback for final implementation plan development.
- g. Prepare presentation materials and citizen feedback questionnaire for Public Outreach Activity No. 2 to present the summary of findings for public comment as illustrated through draft final deliverable documents.
- h. Address **OWNER** feedback and public comments and develop final implementation strategy for each routing alternative based on **OWNER'S** anticipated funding timelines for project readiness.
- i. Prepare narrative summary of findings for proposed Implementation Plan as a final deliverable for this task.

5. Task 5–Public Outreach

- a. Develop and maintain project website using **OWNER'S** available GIS resources with links to related Lexington Area Metropolitan Planning Organization (MPO) documents and supplemental content prepared in connection with this study as approved by **OWNER**.
- b. Upload project goals and objectives presentation materials and study questionnaire to project website in support of Public Outreach Activity No. 1, to include CONSULTANT attendance at one virtual or in person meeting, to be publicly advertised by OWNER through social media outlets, and direct contacts with neighborhood association and Council Member representatives. CONSULTANT will provide up to 25 yard signs to be posted at major gateways to project corridor neighborhood areas without active neighborhood associations.
- c. Prepare presentation materials to support OWNER's attendance at two pop-up space events with interested participants within the study corridor and solicit feedback, with a summary of findings, which could also include leaving behind boards or posters with QR code designs for additional follow up feedback.

- d. Attend one individual in-person stakeholder meeting each with Smucker's JIF Plant, Isaac Murphy Memorial Art Garden Board of Directors, National Avenue Businesses, and RJ Corman Railroad, and summarize feedback.
- e. Attend one in-person combined neighborhood and business stakeholder meeting at a venue secured by **OWNER** for the combined Winchester Road and Liberty Road areas and summarize feedback.
- f. Attend one in-person combined neighborhood meeting at a venue secured by **OWNER** with the Kenwick, Eastside, and Fairway neighborhoods and summarize feedback.
- g. Upload summary of findings presentation materials and citizen feedback questionnaire to project website in support of Public Outreach Activity No. 2, to include CONSULTANT attendance at one virtual or in person meeting, to be publicly advertised by OWNER through social media outlets, and direct contacts with neighborhood association and Council Member representatives. CONSULTANT will provide up to 25 yard signs to be posted at major gateways project corridor neighborhood areas without active neighborhood associations.
- h. Present study findings to the MPO Transportation Policy Committee and to the Lexington-Fayette Urban County Council.