

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2023, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and Lord Aeck Sargent, a Kentucky corporation, ("Organization") with offices located at 269 West Main Street, Suite 500, Lexington, Kentucky 40507.

WITNESSETH

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on _____, 202__ and shall last for a period of 2 year(s) unless terminated by LFUCG at an earlier time.
2. **RELATED DOCUMENTS.** This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:
 - a. Exhibit "A" – RFP #32-2023 Greenway Management Plan Update
 - b. Exhibit "B" – Certificate of Insurance
 - c. Exhibit "C" – Proposal Response to RFP #32-2023

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "A", "B", and "C" in that order.

3. **SCOPE OF SERVICES.** Organization shall perform the services outlined in the attached Exhibit "A" – Scope of Work for LFUCG in a timely, workmanlike and professional manner (the "Services").
4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Two Hundred and Fifty Thousand dollars (\$250,000) for the performance of the Services. Such payments shall be made per project schedule and deliverables, as noted in Exhibit A. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

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

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

6. REPORTING. Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability (\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit); Commercial Automobile Liability (combined single, \$1 million per occurrence); (if applicable) Professional Liability (\$1 million per occurrence, \$2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability (\$1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to

provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. NO THIRD PARTY RIGHTS. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

20. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

Lord Aeck Sargent
269 West Main Street, Ste 500
Lexington, Kentucky 40507
Attn: Stanford Harvey, Principal

For Government:

Lexington-Fayette Urban County Government
200 East Main Street, 9th Floor
Lexington, Kentucky 40507
Attn: Demetria Kimball-Mehlhorn, Program Manager Sr

21. **WAIVER.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

22. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

Clerk of the Urban County Council

ENTITY

BY: LORD AELIC STAFFORD

STAFFORD HANLEY

ATTEST:

Krisi Watkins
WITNESS: Krisi Watkins
DATE: 9-8-23

EXHIBIT "A"

RFP #32-2023 Greenway Management Plan Update



Lexington-Fayette Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2023 Greenway Management Plan Update** 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 **August 18, 2023**. 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Central Procurement 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 Procurement 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 Procurement 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 Procurement or (2) submitting a written request for a meeting with the Director of Central Procurement 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 Procurement shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

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

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

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

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

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

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

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

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

Signature

Date

SELECTION CRITERIA:

1. Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **35 points**
2. Familiarity with the details of the project and proposed approaches for providing required services. **20 points**
3. The professionalism of the written proposal. **20 points**
4. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**
5. Cost of services. **15 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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Procurement, (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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

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 Procurement (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 Procurement 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 Procurement
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 Procurement):

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 Procurement as having the appropriate credentials to make a determination as to the status of the business.

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

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	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@nwvoc.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 Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
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 Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

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

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

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 Procurement/ 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 Procurement Economic Inclusion Outreach event

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

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

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

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified 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

Company Representative

Date

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 procurement agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, 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) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<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
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Excess/Umbrella Liability	\$1 million per occurrence
Professional (E&O) Liability	\$1 million per claim

The policies above shall contain the following conditions:

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

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

LFUCG Greenway Management Plan Request for Proposal

PROJECT PURPOSE

The City of Lexington, Division of Environmental Services, is seeking proposals from qualified professional firms to complete a comprehensive update to the 2002 Greenway Master Plan. This plan should focus on planning and management of greenways, both public and private, in Lexington-Fayette County. The plan will define a clear path toward an overall greenway system that promotes healthy living, conserves habitats and biodiversity, incorporates water quality protection, and aids in connectivity, tourism, and economic development.

BACKGROUND

In 2002, Lexington's first Greenway Master Plan was adopted as an element of the 2001 Comprehensive Plan. This document was the first extensive effort dedicated to the planning and management of greenways in Lexington-Fayette County. In the twenty years since its adoption, Lexington has continued to grow, and numerous other adopted plans, ordinances, regulations, studies, and reports have had a bearing on greenway planning and management.

This plan should focus on planning and management of greenways, both public and private, in Lexington-Fayette County. Therefore, the title is being shifted from "Greenway Master Plan" to "Greenway Management Plan." The Greenway Management Plan will dovetail with the goals, objectives, policies, and provisions of various other recent planning and management documents to create current and achievable action items. The plan will also define a clear path toward an overall greenway system that promotes healthy living, conserves habitats and biodiversity, incorporates water quality protection, and aids in connectivity, tourism, and economic development.

A 2018 public survey, conducted as a part of the Parks & Recreation Master Plan Update, indicated the top 3 recreational facilities needed within Lexington were: 1) Walking & Hiking Trails; 2) Small Neighborhood Parks; and 3) Natural Areas/Nature Parks. In addition, section 6.7.1 in the Parks & Recreation Strategic Plan identified the need to develop a conservation policy and procedures manual that identifies goals and methods for conservation of natural resources within parks and natural areas.

The 2018 Comprehensive Plan (<https://imaginelexington.com/full-comprehensive-plan>) calls for several specific policies related to greenspaces. Greenspaces encompass several different units, including but not limited to, greenways, water quality lots, parks, public gathering areas, forests, etc.

The 2022 On the Table survey (<https://www.ottlex.org/>) revealed that Walkability/Bikeability was residents' primary concern. Also in the list of top five concerns were Urban Greenspace and Environmental Sustainability & Resiliency.

More recently, the adopted Goals and Objectives for the Imagine Lexington 2045 Comprehensive Plan address several environmental initiatives that directly correlate to Lexington's Greenways.

PROJECT GOAL/OUTCOMES

LFUCG primary goals for this management plan is to:

- A) Establish goals, objectives and implementable actions to create a greenway system that meets the demands of LFUCG residents now and 20 years from now.

- B) Overlay other LFUCG plans (Parks & Recreation Master Plan, Bike/Ped Master Plan, small area development plans, rural land management plan, etc.) to determine significant greenway corridors and identify how their creation should be achieved, including:
- a. [1996 Expansion Area Master Plan](#)
 - b. [2017 Rural Land Management Plan](#)
 - c. City of Lexington's [2018 Comprehensive Plan](#)
 - d. [2018 Parks & Recreation Master Plan](#)
 - e. [Lexington Area Metropolitan Planning Organization \(MPO\) Bike & Pedestrian Plan](#)
 - f. The [2022 On the Table](#) survey.
 - g. The [2022 Urban Tree Canopy Assessment and Planting Plan](#).
 - h. The [2045 Comprehensive Plan's adopted Goals and Objectives](#).
 - i. [Lexington Complete Streets Policy](#)
 - j. [Empower Lexington: Plan for a Resilient Community](#) (in development)
 - k. Other relevant plans, including small area plans, studies and surveys, can be found [here](#).
- C) Identify parcels (private and public) and corridors of land that need protection and conservation measures. These parcels should specifically include wildlife habitat corridors and opportunities for water quality protection. Implementation through land acquisition, conservation easements, public/private partnerships, etc. should be identified for these areas.
- D) Suggest ordinance and policy updates to strengthen the future implementation of the Greenway Management Plan. This should include, but is not limited to, public and private design standards for various types of greenways (conservation, trail, etc.); land subdivision regulation updates needed and suggested language; zoning ordinance updates needed and suggested language; etc.
- E) Determine the impacts and benefits of greenway development and present quantifiable results to the Council's Environmental Quality and Public Works Committee (EQPW).
- F) Review attached list of LFUCG-owned parcels (Appendix A) and identify the best use of each parcel's space. This could include, but is not limited to, urban gardens, urban forests, open spaces for neighborhood recreational use, trails (paved or un-paved), water quality features, etc.
- G) Create a homeowner association/ neighborhood association open space management guide that can be used to assist in the management of greenways, naturalized areas, and open spaces within neighborhoods.

TASKS

TASK 1: PROJECT MANAGEMENT & COORDINATION

The consultant will organize, manage and coordinate the services required to perform the scope of work. The consultant will provide project management to facilitate efficient progress on the project and will maintain ongoing, clear communication with the LFUCG project manager. A project schedule / timeline shall be created and agreed upon during the kick-off meeting.

1.1 Kick-Off Meeting

The consultant will facilitate a kick-off meeting, in-person, to review the scope of work, confirm the goals and limitations of the project, set a schedule, discuss critical issues, and discuss the project's purpose and need. This meeting will occur with appropriate LFUCG Departments and assigned personal.

1.2 Ongoing Communication

At a minimum, monthly project updates will be provided via email to the LFUCG project manager. A virtual meeting with associated updates will be provided to the entire LFUCG team every other month.

1.3 Greenspace Trust

The consultant will attend, in person, at a minimum, a Greenspace Trust meeting every three months to give an update on plan progress. Additional, in person meetings, maybe required once a final draft of key sections are completed. The consultant may use email, in addition to in-person meetings, to request review and comment of specific sections as required.

1.4 Council EQPW Committee

The consultant will attend, in person, one Council EQPW Committee meeting to assist in presenting the final draft of the Greenway Management Plan, along with the quantifiable benefits of greenways and open spaces within the community.

Task 1 Deliverables

- Kick-Off meeting agenda and meeting summary, with approved project schedule / timeline.
- Monthly invoices and progress reports on each task.
- Bi-monthly meeting agenda and meeting summary.
- Slide presentations to be given during Greenspace Trust and Council EQPW meetings.

TASK 2: VISIONING

The consultant should work with key personal and engage the public (see Task 3) to review, update, and incorporate the new vision and purpose of the Greenway Management Plan. In addition, updated goals and objectives should be drafted and reviewed by all appropriate parties. These goals and objectives will guide the strategic and implementation sections of the plan.

Task 2 Deliverables

- Vision & Purpose
- Goals & Objectives

TASK 3: COMMUNITY VOICE

Conduct, at a minimum, five (5) stakeholder engagement meetings with residents, developers, environmental groups, LFUCG Departments and Divisions, and other key stakeholders to assist in the development of the project goals and objectives. The Imagine Lexington Public Engagement Toolkit (<https://imaginelexington.com/PET>) should be used whenever possible.

A project-specific community engagement plan shall be presented and approved prior to implementation. Several demographic and public opinion studies have been completed in the last 5 years and their results should be incorporated as appropriate.

Task 3 Deliverables

- Community Engagement Plan.
- Associated reports and summaries from community engagement events.

TASK 4: GREENWAY NETWORK

The consultant will work with the project manager to create an existing conditions dataset to understand the interconnectivity of the current greenways, trails, and parks. The consultant will obtain and review material from LFUCG and include any relevant GIS data (<https://data.lexingtonky.gov/>). Any additional GIS layers required will be created by the consultant and given to the LFUCG project manager at the conclusion of this project.

To assist in creating prioritized greenway networks, the consultant will review publicly available / adopted plans and maps to determine how they interconnect with existing greenways (Parks & Recreation Master Plan, Bike/Ped Master Plan, Rural Land Management Plans, Corridor Plans, etc.).

This information combined with the goals and objectives and results from the public engagement sessions will guide the prioritization of greenways networks. In addition, regional connections shall also be identified for future opportunities.

Task 4 Deliverables

- GIS database with any updated information not currently in LFUCG's data hub.
- Priority Greenways list and associated maps for entire county.

TASK 5: STRATEGIC PLAN & RECOMMENDATIONS

5.1. Strategic Plan

Create a strategic plan to implement the priority greenway segments identified in Task 4. Specific areas to review and discuss should include, but are not limited to: Privately-Owned Public Spaces; Conservation Easements, and LFUCG Greenway Acquisition Recommendations.

Each specific area under the strategic plan should include details, such as but not limited to, owner information, cost associated with type, plat changes required, civil concerns (i.e., neighbor encroachment onto proposed acquisition properties), etc.

5.2. Policy & Ordinance Updates

Review all pertinent current policies and ordinances and make recommendations on updates to achieve or not impede the established goals and objectives. This should include at least two, in-person, meetings with appropriate LFUCG staff to review suggested updates. Example or draft policy and ordinance language should be included.

5.3. Operations/Management Recommendations

Review current operations and management (O&M) policies and make recommendations on how to effectively manage and maintain LFUCG greenways, conservation greenways, and public/private partner

greenways. This should include O&M of existing options, and as well as the O&M of future proposed enhancements, along with construction strategies that will minimize long-term maintenance costs.

Task 5 Deliverables

- Strategic Plan
- Greenway Property Acquisition Recommendation Table
- Policy & Ordinance Updates, including draft proposed language

TASK 6: ACTION PLAN

An action plan is an important part of strategy implementation. This portion of the plan provides the direction and priority actions to take that will fulfill the goals and objectives of the management plan. The consultant shall work with all of the stakeholders and public to gather, organize, and prioritize the actions required to fulfill the goals and objectives of this management plan and priority greenways.

This plan shall, at a minimum, identify the following:

- Specific attainable actions to fulfill goals and objectives;
- Prioritization of action items (high, medium, low);
- Cross reference actions to goals and objectives;
- Identify partners to assist in implementing action items;
- Determine approximate costs associated with action items;
- Create list of potential funding sources;
- Cross reference action items with greenway locations (current or future).

The action plan will also include a review of and recommendations for use of current LFUCG remnant parcels / open spaces (per attached list).

Task 6 Deliverables

- Action Items Spreadsheet

TASK 7: DEVELOP FINAL PLAN & SUPPORTING MATERIALS

The consultant shall take all the above goals, objectives, strategic plan, and action items and create a simple-to-understand and usable Greenway Management Plan. This plan shall be in an easy to read digital format from which individual sections may be printed. For formatting examples, refer to the LFUCG Parks & Recreation Master Plan and the LFUCG Comprehensive Plan. In addition, the consultant shall create content for LFUCG's website specifically pulled from the Greenway Management Plan.

The consultant shall create a public interfacing GIS map with information gathered during this process. This should include, but is not limited to, existing greenways and actions, future greenway areas (specifying the type), and priority greenway corridors.

In addition, the consultant shall create a Greenway Management Plan Infographic sheet that is easy to reference and includes the overall greenway plan vision, goals, and objectives and priority greenways.

The consultant shall include a guide for homeowner/neighborhood associations to cover how they should manage greenways and open spaces under their oversight.

Task 7 Deliverables

- On-line GIS Map
- Infographic Sheet
- Overall Greenway Management Plan (digital & 5 hardcopy)
- Homeowner/Neighborhood Association Greenway and Open Space Management Guidance

KEY STAKEHOLDERS

- LFUCG Environmental Services
- LFUCG Water Quality
- LFUCG Planning Services
- LFUCG Parks & Recreation
- LFUCG MPO
- LFUCG Greenspace Trust
- Local Environmental Groups (Friends of Wolf Run) (Hickman Creek Conservancy) (Rural Land Management Board)

SCHEDULE & PAYMENT

The consultant shall provide a preliminary project schedule indicating deadlines for deliverables. The selected consultant will be responsible for developing a revised project schedule and milestones at the beginning of the contract. This project shall be completed and presented to the EQPW Committee no later than November 30, 2025.

LFUCG shall approve payments based on revised project schedule and milestone with a 10% retainage held until after final project deliverables submitted and accepted.

SUBMITTAL REQUIREMENTS

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, their role, and the percentage of their time that will be committed to this project.
3. Why your team is best suited to develop the Greenway Management Plan. What unique ideas or experience does your team bring to the table?
4. Examples of projects of similar scope performed by the firm and the personnel that will be assigned to the project. Include project references.
5. Outline of the consulting team's project approach, project milestones, and a timeline for completing the project.
6. Total Cost of Services by Task

SELECTION CRITERIA

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

1. Specialized qualifications, experience and technical competence of the person or firm with regard to the services requested. **35 points**
2. Familiarity with the details of the project and proposed approaches for providing required services. **20 points**
3. The professionalism of the written proposal. **20 points**
4. The past record and performance on contracts with the Urban County Government or other governmental agencies and private industry, including references, with respect to such factors as control of cost, quality of work, and ability to meet schedules. **10 points**
5. Cost of services. **15 points**

APPENDIX A

LFUCG OWNED GREENWAY PARCELS (9/2022)

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
1	10057390	3474 PIMLICO PKWY	Pimlico Pkwy	7.32	LFUCG
2	10114500	3430 COLDSTREAM CT	Tates Creek 02	0.4061	LFUCG
3	10132650	3537 WILLOWOOD RD	Willowwood	0.3013	LFUCG
4	10168700	1508 CLARKSDALE CT	Ft Sumter 05	0.2953	LFUCG
5	10173325	1877 PENSACOLA DR	Goodrich	0.2571	LFUCG
6	10207400	644 E LOUDON AVE	E Loudon	0.1607	LFUCG
7	10278689	1538 ASTAIRE DR	Green Acres	1.6631	LFUCG
8	10287500	1151 KILRUSH DR	Kilrush	0.2066	LFUCG
9	10345000	3428 CRIMSON KING CT	Tates Creek 01	0.43	LFUCG
10	10364850	1661 GAYLE DR	Ft Sumter 08	0.3419	LFUCG
11	10413100	2312 SHANDON DR	Joyland	0.194	LFUCG
12	10460700	1167 KILRUSH DR	Kilrush	0.3701	LFUCG
13	10465400	2028 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
14	10465450	2032 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
15	10521225	407 SHAWNEE AVE	Edgelawn 02	0.0689	LFUCG
16	10546350	2068 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
17	10553200	1131 KILRUSH DR	Kilrush	0.2066	LFUCG
18	10569510	1119 KILRUSH DR	Kilrush	0.2066	LFUCG
19	10584200	1500 CLARKSDALE CT	Ft Sumter 03	0.4912	LEXINGTON FAYETTE URBAN CO GOVT
20	10587150	2308 SHANDON DR	Joyland	0.194	LFUCG
21	10656950	1520 ROANOKE RD	Roanoke	0.2025	LFUCG
22	10685900	213 ST ANN DR	St Ann WQ	0.3827	LFUCG
23	10756200	318 WILSON ST		0.0682	LFUCG PUBLIC FACILITIES
24	10805364	546 GRINSTEAD ST		0	LFUCG
25	10824050	1143 KILRUSH DR	Kilrush	0.2066	LFUCG
26	10901400	416 CARLISLE AVE	Edgelawn 06	0.1664	LFUCG
27	10901900	186 ELM TREE LN		0.0996	LFUCG PUBLIC FACILITIES
28	10910400	697 DARTMOOR CT	Dartmoor 02	0.2089	LFUCG
29	10958500	284 DERBY DR	Derby	0.1488	LFUCG
30	11057100	593 HOLLOW CREEK RD	Green Acres 02	0.6874	LFUCG
31	11172590	1316 TANFORAN DR	Tanforan	0.1473	LFUCG
32	11196700	646 E LOUDON AVE	E Loudon	0.1607	LFUCG
33	11197025	423 MORGAN AVE	Edgelawn 03	0.1377	LFUCG
34	11213200	425 MORGAN AVE	Edgelawn 03	0.1377	LFUCG
35	11262100	3541 WILLOWOOD RD	Willowwood	0.3013	LFUCG
36	11265451	1516 ROANOKE RD	Roanoke	0.2066	LFUCG
37	11308500	1127 KILRUSH DR	Kilrush	0.2066	LFUCG
38	11333450	3539 WILLOWOOD RD	Willowwood	0.3013	LFUCG
39	11423070	168 GOODRICH AVE	Goodrich	0.1607	LFUCG
40	11708200	3427 COLDSTREAM CT	Tates Creek 02	0.3182	LFUCG
41	11772700	1103 KILRUSH DR	Kilrush	0.1594	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
42	11772750	1107 KILRUSH DR	Kilrush	0.2194	LFUCG
43	11779950	436 LOCUST AVE	Edgelawn 05	0.1607	LEXINGTON FAYETTE URBAN COUNTY GOVERNMEN
44	11812400	422 MORGAN AVE	Edgelawn 04	0.1377	LFUCG
45	11892250	701 DARTMOOR CT	Dartmoor 02	0.188	LFUCG
46	11959275	1147 KILRUSH DR	Kilrush	0.2066	LFUCG
47	12115300	1512 ROANOKE RD	Roanoke	0.2066	LFUCG
48	12133800	2020 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
49	12163125	280 DERBY DR	Derby	0.1639	LFUCG
50	12187250	2304 SHANDON DR	Joyland	0.2029	LFUCG
51	12306400	809 FARRA CT	Farra	0.2304	LFUCG
52	12421000	1111 KILRUSH DR	Kilrush	0.2045	LFUCG
53	12424500	1614 FT SUMTER DR	Ft Sumter 02	0.3385	LFUCG
54	12477000	288 DERBY DR	Derby	0.2266	LFUCG
55	12541100	417 MORGAN AVE	Edgelawn 03	0.1377	LFUCG
56	12605650	170 GOODRICH AVE	Goodrich	0.1565	LFUCG
57	12685400	276 DERBY DR	Derby	0.1639	LFUCG
58	12830125	705 DARTMOOR CT	Dartmoor 01	0.3042	LFUCG
59	12839800	709 DARTMOOR CT	Dartmoor 01	0.3134	LFUCG
60	12859000	1700 FT SUMTER DR	Ft Sumter 01	0.3007	LFUCG
61	12877025	2040 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
62	12954600	542 GRINSTEAD ST		0	LFUCG
63	13005600	2072 DEAUVILLE DR	Deauville 01	0.2094	LFUCG
64	13021800	642 E LOUDON AVE	E Loudon	0.1607	LFUCG
65	13127300	805 FARRA CT	Farra	0.1677	LFUCG
66	13137200	548 GRINSTEAD ST		0	LFUCG
67	13154500	258 PERRY ST	Perry 02	0.0534	LFUCG
68	13225658	2320 SHANDON DR	Joyland	0.2538	LFUCG
69	13242700	1950 WICKLAND DR	Wickland	0.2667	LFUCG
70	13301775	693 DARTMOOR CT	Dartmoor 02	0.194	LFUCG
71	13309700	400 MEADOW PARK	Edgelawn 02	0.199	LFUCG
72	13312200	424 MORGAN AVE	Edgelawn 04	0.1377	LFUCG
73	13312300	426 MORGAN AVE	Edgelawn 04	0.1377	LFUCG
74	13348000	176 ELM TREE LN		0.1148	LFUCG
75	13357000	1159 KILRUSH DR	Kilrush	0.2066	LFUCG
76	13357300	1506 ROANOKE RD	Roanoke	0.2066	LFUCG
77	13452282	265 E THIRD ST		0.2548	LFUCG PUBLIC FACILITIES
78	13528800	2024 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
79	13592700	190 ELM TREE LN		0.034	LFUCG PUBLIC FACILITIES
80	13695300	2060 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
81	13809600	2076 DEAUVILLE DR	Deauville 01	0.2209	LFUCG
82	13874350	2044 DEAUVILLE DR	Deauville 01	0.2066	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
83	13955400	1500 ROANOKE RD	Roanoke	0.214	LFUCG
84	14081600	500 LISA DR		1.8	LEXINGTON FAYETTE URBAN CO GOVT
85	14128900	2080 DEAUVILLE DR	Deauville 01	0.2363	LFUCG
86	14166200	2056 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
87	14178300	1510 ROANOKE RD	Roanoke	0.2066	LFUCG
88	14327600	1504 ROANOKE RD	Roanoke	0.2066	LFUCG
89	14340504	1155 KILRUSH DR	Kilrush	0.2066	LFUCG
90	14340506	1163 KILRUSH DR	Kilrush	0.2241	LFUCG
91	14340514	1139 KILRUSH DR	Kilrush	0.2087	LFUCG
92	14340522	2096 DEAUVILLE DR	Deauville 02	0.343	LFUCG
93	14340523	2100 DEAUVILLE DR	Deauville 02	0.325	LFUCG
94	14340524	2104 DEAUVILLE DR	Deauville 02	0.3958	LFUCG
95	14396850	529 E THIRD ST		0.1035	LFUCG
96	14436700	1665 GAYLE DR	Ft Sumter 08	0.419	LEXINGTON FAYETTE URBAN CO GOVT
97	14503300	2052 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
98	14504500	2088 DEAUVILLE DR	Deauville 01	0.223	LFUCG
99	14530700	1522 ROANOKE RD	Roanoke	0.1686	LFUCG
100	14568250	166 GOODRICH AVE	Goodrich	0.1607	LFUCG
101	14595300	184 ELM TREE LN		0.0178	LFUCG PUBLIC FACILITIES
102	14635000	180 ELM TREE LN		0.031	LFUCG
103	14646200	3431 COLDSTREAM CT	Tates Creek 02	0.3079	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
104	14669450	1871 PENSACOLA DR	Goodrich	0.1641	LEXINGTON FAYETTE URBAN CO GOVT
105	14680300	685 DARTMOOR DR	Dartmoor 02	0.191	LFUCG
106	14680450	689 DARTMOOR CT	Dartmoor 02	0.191	LFUCG
107	14682650	1322 BRYAN AVE		0.1267	LEXINGTON FAYETTE URBAN CO GOVT
108	14697500	2064 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
109	14780050	549 GRANTCHESTER ST	Grantchester 02	0.4545	LFUCG
110	14878500	1512 CLARKSDALE CT	Ft Sumter 06	0.2361	LEXINGTON FAYETTE URBAN CO GOVT
111	14938300	1653 GAYLE DR	Ft Sumter 08	0.2828	LEXINGTON FAYETTE URBAN CO GOVT
112	14943400	1612 FT SUMTER DR	Ft Sumter 02	0.2984	LFUCG
113	15027475	1657 GAYLE DR	Ft Sumter 08	0.2828	LFUCG
114	15027600	209 ST ANN DR	St Ann WQ	0.5949	LFUCG
115	15059850	878 SUMMERVILLE DR	Pine Meadows Park 02	0.4356	LFUCG
116	15059851	885 SUMMERVILLE DR	Pine Meadows Park 01	1.2129	LFUCG
117	15104700	1508 ROANOKE RD	Roanoke	0.2066	LFUCG
118	15210000	2048 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
119	15214754	1875 PENSACOLA DR	Goodrich	0.1975	LFUCG
120	15259600	1502 ROANOKE RD	Roanoke	0.2066	LFUCG
121	15319825	542 GRANTCHESTER ST	Grantchester 01	0.3398	LFUCG
122	15428950	1123 KILRUSH DR	Kilrush	0.2066	LFUCG
123	15496200	3432 CRIMSON KING CT	Tates Creek 01	0.3306	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
124	15503700	535 E THIRD ST		0	LFUCG
125	15503800	533 E THIRD ST		0	LFUCG
126	15511200	550 GRINSTEAD ST		0	LFUCG
127	15511300	552 GRINSTEAD ST		0	LFUCG
128	15653000	1514 ROANOKE RD	Roanoke	0.2066	LFUCG
129	15769850	622 SILVERLEAF CT		0.2798	LEXINGTON FAYETTE URBAN CO GOVT
130	15878500	648 E LOUDON AVE	E Loudon	0.1607	LFUCG
131	15904650	1602 FT SUMTER DR	Ft Sumter 07	0.3811	LEXINGTON FAYETTE URBAN CO GOVT
132	15993950	3535 WILLOWOOD RD	Willowwood	0.3013	LFUCG
133	16033050	1954 WICKLAND DR	Wickland	0.7144	LFUCG
134	16055600	1115 KILRUSH DR	Kilrush	0.2066	LFUCG
135	16088400	1514 CLARKSDALE CT	Ft Sumter 06	0.2839	LEXINGTON FAYETTE URBAN CO GOVT
136	16335500	650 E LOUDON AVE	E Loudon	0.1607	LFUCG
137	16393000	1504 CLARKSDALE CT	Ft Sumter 04	0.2471	LFUCG
138	16510450	1873 PENSACOLA DR	Goodrich	0.1525	LFUCG
139	16538400	315 WILSON ST		0.0528	LFUCG PUBLIC FACILITIES
140	16604075	1604 FT SUMTER DR	Ft Sumter 07	0.3289	LEXINGTON FAYETTE URBAN CO GOVT
141	16692024	1135 KILRUSH DR	Kilrush	0.1909	LFUCG
142	16715750	3541 GREENTREE RD	Willowwood	0.3885	LFUCG
143	16782900	1108 KILRUSH DR	Kilrush	0.3524	LFUCG
144	16894400	1518 ROANOKE RD	Roanoke	0.2066	LFUCG
145	17113050	2036 DEAUVILLE DR	Deauville 01	0.2066	LFUCG
146	17123000	3429 CRIMSON KING CT	Tates Creek 01	0.3267	LFUCG
147	17168176	2316 SHANDON DR	Joyland	0.2538	LFUCG
148	17168195	621 PARKSIDE DR	Joyland	0.285	LFUCG
149	19324700	660 EUREKA SPRINGS DR	Eureka Springs	1.48	LFUCG
150	19333450	1050 DELAWARE AVE	Delaware Ave	1.378	LFUCG
151	19342840	144 MASTERTON STATION DR	Masterton Station 02	0.57	LFUCG
152	19977670	250 OLD MT TABOR RD	Lansdowne Merrick	0.0687	LFUCG
153	19990780	908 LIMA CT	Lima	1.45	LFUCG
154	19998080	2120 EXECUTIVE DR	Bluegrass Wilkes 03	1.46	LFUCG
155	20041230	4580 SARON DR	Saron	0.2355	LFUCG
156	20066780	3414 POLO CLUB BLVD	Sweet Clover 03	0.4283	LFUCG
157	20066790	3418 POLO CLUB BLVD	Brighten East Woods	2.0197	LFUCG
158	20164300	805 LANE ALLEN RD	Lane Allen (Allendale)	2.51	LFUCG
159	20400700	2313 CABOT DR	Joyland	0.2693	LFUCG
160	20641800	2025 OLD PARIS RD	Old Paris 02	0.3666	LFUCG
161	20771600	135 ELAM PARK	Elam 01	0.2221	LEXINGTON FAYETTE URBAN CO GOVT
162	20776000	564 SOUTHRIDGE DR	Southridge	0.2571	LFUCG
163	20833700	866 FURLONG DR	Furlong	0.2231	LFUCG
164	20951000	890 FURLONG DR	Furlong	0.2438	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
165	21224400	870 FURLONG DR	Furlong	0.2259	LFUCG
166	21310600	244 E LOWRY LN	E Lowry	0.241	LFUCG
167	21395000	405 SHAWNEE AVE	Edgelawn 02	0.0689	LFUCG
168	21482700	2305 CABOT DR	Joyland	0.2693	LFUCG
169	21495900	783 LANE ALLEN RD	Lane Allen	0.241	LFUCG
170	21610600	277 LAFAYETTE PKWY	Lafayette Pkwy 06	0.2416	LEXINGTON FAYETTE URBAN CO GOVT
171	21631900	878 FURLONG DR	Furlong	0.3297	LFUCG
172	21757800	504 PARKSIDE DR	Parkside	0.2841	LFUCG
173	21800700	2303 CABOT DR	Joyland	0.2693	LFUCG
174	21869400	1856 CLAYS MILL RD	Lafayette Pkwy 07	0.3019	LEXINGTON FAYETTE URBAN CO GOVT
175	21921200	898 FURLONG DR	Furlong	0.3817	LFUCG
176	22174500	2307 CABOT DR	Joyland	0.2693	LFUCG
177	22335500	2301 CABOT DR	Joyland	0.2693	LFUCG
178	22560025	560 SOUTHRIDGE DR	Southridge	0.2204	LFUCG
179	22831100	512 SOUTHBEND DR	Lafayette Pkwy 01	0.2093	LFUCG
180	22903500	309 DANTZLER CT	Dantzler Ct	0.1646	LFUCG
181	22928200	133 NORTHWOOD DR	Northwood Dr	0.2066	LFUCG
182	22942900	283 LAFAYETTE PKWY	Lafayette Pkwy 08	0.2115	LFUCG
183	23225600	787 LANE ALLEN RD	Lane Allen	0.2548	LFUCG
184	23580300	305 DANTZLER CT	Dantzler Ct	0.1322	LFUCG
185	23634700	775 LANE ALLEN RD	Lane Allen	0.2021	LFUCG
186	24367500	874 FURLONG DR	Furlong	0.2386	LFUCG
187	24373400	2027 OLD PARIS RD	Old Paris 02	0.2662	LFUCG
188	24424400	886 FURLONG DR	Furlong	0.2611	LFUCG
189	24523100	408 SHAWNEE AVE	Edgelawn 03	0.2066	LFUCG
190	24619100	281 LAFAYETTE PKWY	Lafayette Pkwy 03	0.2178	LFUCG
191	24733450	2309 CABOT DR	Joyland	0.2693	LFUCG
192	24966125	2311 CABOT DR	Joyland	0.2693	LFUCG
193	25164600	1869 CLAYS MILL RD	Clays Mill	0.3372	LFUCG
194	25271800	3837 WALHAMPTON DR	Walhampton	0.1791	LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
195	25346100	862 FURLONG DR	Furlong	0.2218	LFUCG
196	25352620	456 PASADENA DR	Pasadena	0.2168	LFUCG
197	25352650	2848 ARK ROYAL WAY	Ark Royal Way	0.2014	LFUCG
198	25491950	137 NORTHWOOD DR	Northwood Dr	0.2238	LFUCG
199	25665875	285 LAFAYETTE PKWY	Lafayette Pkwy 02	0.2052	LFUCG
200	25693700	137 ELAM PARK	Elam 01	0.2221	LFUCG
201	25773350	894 FURLONG DR	Furlong	0.2479	LFUCG
202	25798500	779 LANE ALLEN RD	Lane Allen	0.2325	LFUCG
203	25950300	882 FURLONG DR	Furlong	0.3438	LFUCG
204	26077250	1960 OLD HIGBEE MILL RD	Clemens Park	8.68	LFUCG
205	26475500	1651 OLD PARIS RD	Old Paris 01	0.6772	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
206	26705100	3833 WALHAMPTON DR	Walhampton	0.1928	LFUCG
207	26805625	405 PLAINVIEW RD	Plainview	0.2835	LFUCG
208	26817600	525 THURMAN DR	Thurman	0.241	LFUCG
209	27109100	406 SHAWNEE AVE	Edgelawn 03	0.0947	LFUCG
210	27110950	529 THURMAN DR	Thurman	0.241	LFUCG
211	33172700	1438 EDGELAWN AVE	Edgelawn 01	0.3333	LFUCG
212	33569500	1443 BRYAN AVE	Edgelawn 01	0.334	LFUCG
213	34242200	1450 EDGELAWN AVE	Edgelawn 01	0.4478	LFUCG
214	38013590	4338 BROOKRIDGE DR	Waterford	3.68	LFUCG
215	38013600	4339 BROOKRIDGE DR	Waterford	0.27	LFUCG
216	38024030	2694 MABLE LN	Mable Lane 02	0.0549	LFUCG
217	38026000	2121 EXECUTIVE DR	Bluegrass Wilkes 02	0.4261	LFUCG
218	38026630	2789 JACQUELYN LN	Masterson Hills 02	3.1	LFUCG
219	38028260	2180 CALL DR	Bluegrass Wilkes 01	5.63	LFUCG
220	38032280	276 CLOVER VALLEY DR	Town Branch 13	0.2024	LFUCG
221	38032290	277 CLOVER VALLEY DR	Town Branch 13	0.1381	LFUCG
222	38032530	253 CHESTNUT RIDGE DR	Town Branch 12	0.3779	LFUCG
223	38034730	3240 POLO CLUB BLVD	Sweet Clover 02	5.858	LFUCG
224	38034740	3237 POLO CLUB BLVD	Sunningdale	10.12	LFUCG
225	38036220	2980 POLO CLUB BLVD	Shaker Run	5.275	LFUCG
226	38037280	2157 SHAKER RUN RD	Gleneagles Connector	0.0696	LFUCG
227	38050020	268 LUCILLE DR	Mable Lane 01	2.48	LFUCG
228	38081780	4002 CLEARWATER WAY	Clearwater 01	10.82	LFUCG
229	38081800	4124 WATERTRACE DR	Clearwater 02	18.34	LFUCG
230	38082670	125 LONG BRANCH LN	Town Branch 10	4.85	LFUCG
231	38083670	3200 CLAYS MILL RD	Clays Mill	1.54	LFUCG PUBLIC FACILITIES CORP
232	38085100	4720 LARISSA LN	Dogwood 03	1.328	LFUCG
233	38086390	816 MAGOFFIN ST	E Loudon	0.625	LFUCG
234	38087240	672 COFFEE TREE LN	Coffee Tree	0.5178	LFUCG
235	38089900	2804 GREENWAY CT	Masterson Hills	2.64	LFUCG
236	38095550	2980 POLO CLUB BLVD	Shaker Run	4.83	LFUCG
237	38096910	2125 TWAIN RIDGE DR	Dogwood 04	0.1529	LEXINGTON FAYETTE URBAN CO GOVT
238	38096920	2120 TWAIN RIDGE DR	Dogwood 01	1.0182	LEXINGTON FAYETTE URBAN CO GOVT
239	38103600	1816 VERSAILLES RD	Pine Meadows	2.75	LFUCG
240	38106160	3760 WINTHROP DR	Waveland 02	0.3513	LEXINGTON FAYETTE URBAN CO GOVT
241	38107130	928 CALYPSO BREEZE DR	Calypso Breeze	1.68	LFUCG
242	38110420	175 MCCONNELLS TRCE	Town Branch 01	8.84	LFUCG
243	38119830	2244 BARRINGTON LN	Mahala	0.33	LFUCG
244	38120650	2245 BARRINGTON LN	Sunningdale	2.88	LFUCG
245	38121420	3332 SCOTTISH TRCE	Scottish Trace 02	0.5272	LFUCG
246	38121430	3333 SCOTTISH TRCE	Scottish Trace 01	0.091	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
247	38126880	3136 SCOTTISH TRCE	Scottish Trace 02	0.0937	LFUCG
248	38141880	3860 LOCHDALE TER	Waveland 03	2.48	LFUCG
249	38156910	3141 CHERRY MEADOW PATH	Scottish Trace 01	0.1979	LFUCG
250	38167230	3881 DYLAN PL	Boston	0.4149	LFUCG
251	38169140	3278 SWEET CLOVER LN	Sweet Clover 01	7.58	LFUCG
252	38175590	1764 LIBERTY RD	Liberty	0.279	LFUCG
253	38177460	365 WHITE OAK TRCE	Town Branch 03	2.3	LFUCG
254	38182440	2270 ICE HOUSE WAY	Falling Leaves 02	4.4	LEXINGTON FAYETTE URBAN CO GOVT
255	38185170	3052 BLACKFORD PKWY	Blackford Connector	0.3031	LFUCG
256	38186460	1846 MILLBANK RD	Millbank	1.29	LFUCG
257	38186510	1864 MILLBANK RD	Millbank	0.1606	LFUCG
258	38218560	1704 ELVERTON RD	Elverton	0.88	LFUCG
259	38220950	2405 CALENDULA RD	Calendula 02	0.93	LEXINGTON FAYETTE URBAN CO GOVT
260	38221170	2412 CALENDULA RD	Calendula 01	0.62	LEXINGTON FAYETTE URBAN CO GOVT
261	38227260	268 LUCILLE DR	Mable Lane 01	4.92	LFUCG
262	38241170	2810 SANDERSVILLE RD	Masterson Hills 01	0.1937	LEXINGTON FAYETTE URBAN CO GOVT
263	38241590	2809 SANDERSVILLE RD	Greendale Hills 02	1.703	LEXINGTON FAYETTE URBAN CO GOVT
264	38244440	3325 POLO CLUB BLVD	Falling Leaves 01	4.22	LEXINGTON FAYETTE URBAN CO GOVT
265	38245200	205 EASTIN RD	Eastin	0.5702	LEXINGTON FAYETTE URBAN CO GOVT
266	38245240	954 WHITNEY AVE		0.1127	FAYETTE COUNTY KENTUCKY
267	38256970	525 W SIXTH ST	Coolavin	1.7004	LEXINGTON FAYETTE URBAN CO GOVT
268	38258830	1426 BRYAN AVE	Edgelawn 02	0.2272	LEXINGTON FAYETTE URBAN CO GOVT
269	40603000	1440 EDGELAWN AVE	Edgelawn 01	0.2029	LFUCG
270	41173000	1441 EDGELAWN AVE	Edgelawn 01	0.2424	LFUCG
271	41334000	1768 LIBERTY RD	Liberty	0.2504	LFUCG
272	41796800	1439 EDGELAWN AVE	Edgelawn 01	0.1212	LFUCG
273	41796900	1439 EDGELAWN AVE	Edgelawn 01	0.1212	LFUCG
274	42027750	1450 HIGHLAWN AVE	Edgelawn 01	0.0489	LFUCG
275	42316700	1447 EDGELAWN AVE	Edgelawn 01	0.1142	LFUCG
276	42464150	1760 LIBERTY RD	Liberty	4.0334	LFUCG
277	42525800	354 OWSLEY AVE	Owsely	0.3787	LFUCG
278	42943800	1441 BRYAN AVE	Edgelawn 01	0.1982	LFUCG
279	43623900	1443 EDGELAWN AVE	Edgelawn 01	0.2061	LFUCG
280	44320900	1436 EDGELAWN AVE	Edgelawn 01	0.3375	LFUCG
281	45324100	1444 EDGELAWN AVE	Edgelawn 01	0.3237	LFUCG
282	45324200	1445 EDGELAWN AVE	Edgelawn 01	0.198	LFUCG
283	50345300	565 LONE OAK DR	Lafayette Pkway 05	0.2057	LFUCG
284	50350900	1701 SILVER LN	Southridge	0.5969	LFUCG
285	50694550	1120 THE LN	The Ln	1.0183	LFUCG
286	51188200	313 DANTZLER CT	Dantzler Ct	0.1613	LFUCG
287	51526100	279 LAFAYETTE PKWY	Lafayette Pkway 03	0.2241	LFUCG

LFUCG Owned Properties that DES Maintains

	PVANUM	ADDRESS	Facility/Greenway Name	PVA_ACRE	OWNER1
288	51688500	516 SOUTHBEND DR	Lafayette Pkway 01	0.2093	LFUCG
289	52716800	533 THURMAN DR	Thurman	0.241	LFUCG
290	54736900	566 LONE OAK DR	Lafayette Pkway 04	0.2249	LFUCG
291	55630800	134 ELAM PARK	Elam 02	0.1779	LEXINGTON FAYETTE URBAN CO GOVT
292	94011360	1400 GAINESWAY DR	Gainesway 01	123.92	LFUCG PUBLIC FACILITIES
293	94012030	1205 GAINESWAY DR	Gainesway 02	0.1559	LFUCG
294	94015820	1300 CENTRE PKWY	Centre Pkwy	0.277	LFUCG
295	94018800	190 MANITOBA LN	Old Nicholasville	0.1572	LFUCG
296	94022280	WOODBINE DR		0.4738	FAYETTE COUNTY
297	94023750	352 OWSLEY AVE	Owsely	0.1607	LFUCG
298	94037410	257 PERRY ST	Perry 01	0.0479	CITY OF LEXINGTON
299	94037420	262 PERRY ST	Perry 02	0.0504	LFUCG
300	94037910	540 E THIRD ST	LFUCG Lot	2.6343	LFUCG
301	94038840	84 SOUTHPORT DR	Rosemont Southport	2.07	LFUCG

355.3406

EXHIBIT "B"

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2023

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

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

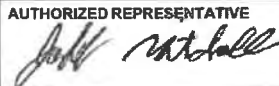
PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta GA 30339	CONTACT NAME: Sharon Schulze PHONE (A/C, No, Ext): 770-250-0179 E-MAIL ADDRESS: sharon.schulze@ioausa.com	FAX (A/C, No): 678-919-1151	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lord Aeck Sargent Planning & Design,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

COVERAGES **CERTIFICATE NUMBER:** 42974570 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PSB0009617	7/21/2023	7/21/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0003104	7/21/2023	7/21/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0004724	7/21/2023	7/21/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0005263	7/21/2023	7/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability Claims-Made			AEH591951384	7/21/2023	7/21/2024	Per Claim Aggregate Per Claim Deductible	5,000,000 5,000,000 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Any person or organization where required by written contact is an Additional Insured with respects to General Liability and is primary & non-contributory per form #PPB304 02/12, additional insured with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13 and additional insured with respects to Excess Liability and is primary & non-contributory per form #PPU304 06/10. Waiver of Subrogation is in favor of the additional insureds with respects to General Liability per form #PPB304 02/12, with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13, with respects to Workers Compensation per form #WC000313 04/84, with respects to Excess Liability per form #PPU304 06/10 and with respects to Professional Liability per form #CNA79034XX 04/2020. Excess Liability follows form over the General Liability, Hired and Non-Owned Auto Liability and Employers Liability. 30 days' notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

CERTIFICATE HOLDER Lexington-Fayette Urban County Government 200 East Main Street 9th Floor Lexington KY 40507	CANCELLATION 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"

Proposal Response to RFP #32-2023



RFP #32-2023

Lexington-Fayette Urban County Government Greenway Management Plan Update

AUGUST 18, 2023



LEXINGTON

Table of Contents

-- Cover Letter

01 Design Team

02 Team Experience

03 Resumes

04 Our Work

05 Project Approach

06 Fee Proposal



August 18, 2023

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

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

Dear Mr. Slatin:

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

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

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

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

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

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

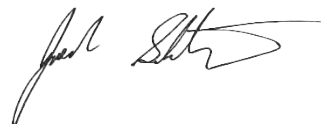
EHI CONSULTANTS - EHI will help design and execute a multi-pronged community engagement effort that includes communication of information, involvement of stakeholders/partners, transparent community input and consensus building for implementation.

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

Sincerely,



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



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



01 Design Team

GREENWAY MANAGEMENT PLAN UPDATE



LEXINGTON

LORD AECK SARGENT

URBAN DESIGN AND PLANNING

Stanford Harvey FAICP
Principal-in-Charge

Jordan Sebastian ASLA, PLA
Project Manager

Kevin Kinney PLA
Landscape Architect | Urban Designer

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



GREENWAY / TRAIL PLANNING

Brittain Storck ASLA, PLA
Principal

Kimberly Williams
Senior Planning Associate



ECOLOGIST

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

Suzanne Hoehne cse
Senior Ecological Designer

Aiman Duckworth PLA, LEED AP BD+C
Senior Landscape Architect & Urban Ecologist



COMMUNITY/STACKHOLDER ENGAGEMENT

Ryan Holmes AICP
Planner

01 Design Team History

COMPANY HISTORY

Lord Aeck Sargent - Prime Firm

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

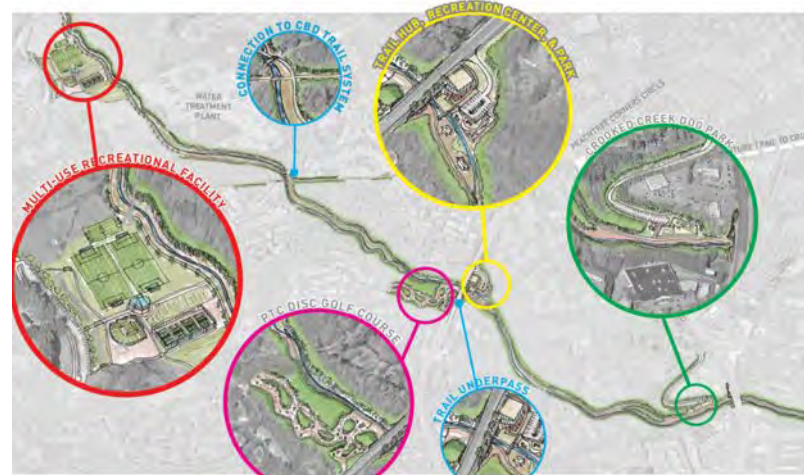
Lord Aeck Sargent has offices in Lexington, KY; Atlanta, GA; Detroit, MI; Austin, TX; Chapel Hill, NC and Washington, DC. The firm's projects, however, are located throughout the United States. The firm is consistently ranked in the top US Architectural firms by Architect, Engineering News & Record,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

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

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

URBAN DESIGN AND PLANNING

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



LANDSCAPE ARCHITECTURE

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

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

SUSTAINABLE DESIGN

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

RESPONSIVE DESIGN

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



ALTA - GREENWAY & TRAILS PLANNING

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

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

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

Greenways and Trails

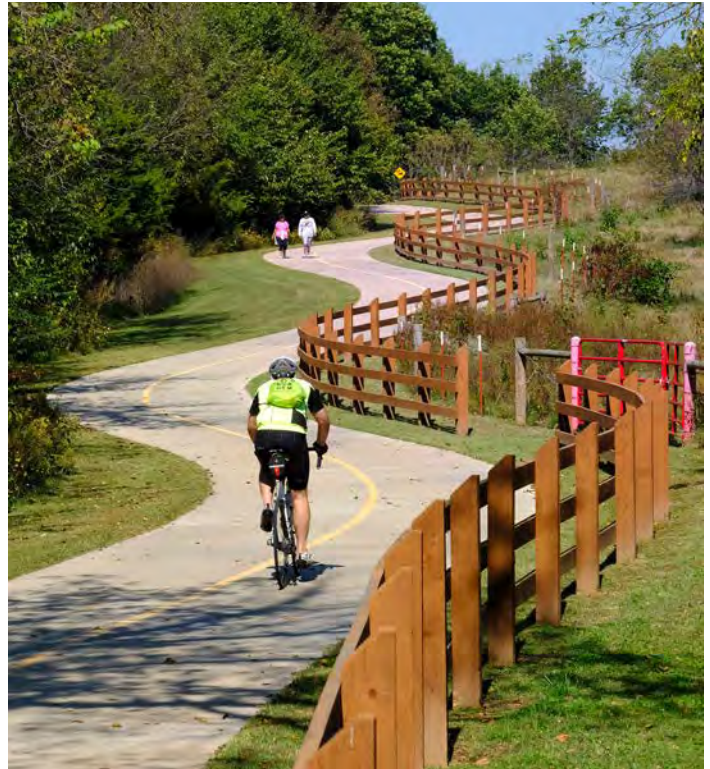
Alta is the nation's leading firm specializing in the planning and design of multi-benefit trail and pathway facilities and systems, and has studied, planned, designed, and implemented more than 9,000 miles of bikeways, walkways, and trails. We provide services ranging from master plans to construction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

Trails as Resilient Infrastructure

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

Trail Amenities

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



SERVICES

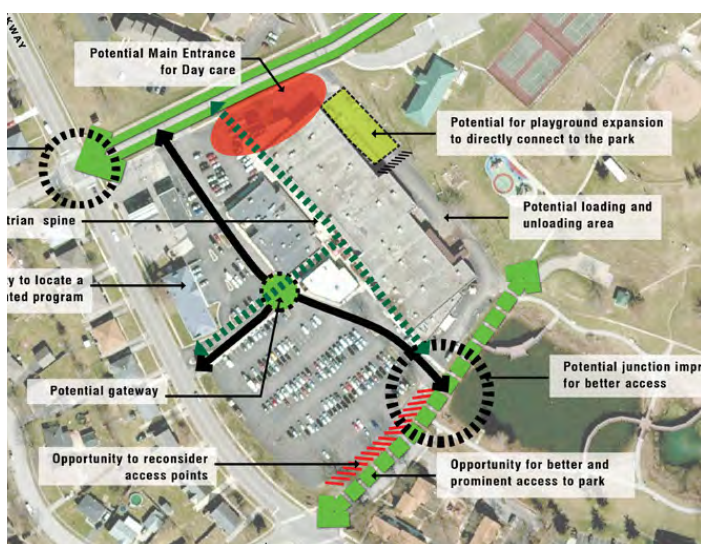
- Greenways and corridors
- Green infrastructure and greenhouse gas emission strategies
- Trail safety and sustainability audit
- Multimodal transportation plans
- Landscape architecture and site design
- Transportation and traffic engineering
- New mobility strategy, workflow, policy, and program evaluation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

BIOHABITATS - ENVIRONMENTAL CONSULTING

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

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

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



EHI CONSULTANTS - COMMUNITY PLANNING

Experienced Community Planning

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

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

Thoughtful Community Engagement

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

Local and Accessible Firm

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

02 Team Experience

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

1. **Local Knowledge, Experience and Community Relationships** – We have been involved in multiple planning efforts for all parts of Lexington, designing centers, neighborhoods, and corridors, and managing the development of Town Branch Commons.
2. **Technical Expertise** – with our combined team we have the technical expertise and experience to lead to bring nationally-recognized expertise to the important technical analysis and recommendations.
3. **Sustainability and Environmental Responsiveness** – Responsive design is at the core of what we do and who we are, and is reflected in our work. Context of the site and responding to the conditions, people, climate and environment is our team’s focus and priority.
4. **Collaboration** – Members of the design team have worked on numerous projects together, including projects in Lexington and around the country. More importantly, the design team will focus on collaborating with the client to ensure their expectations are met and their knowledge and ideas are reflected.



Land Use Planning



Greenway/Trail Planning

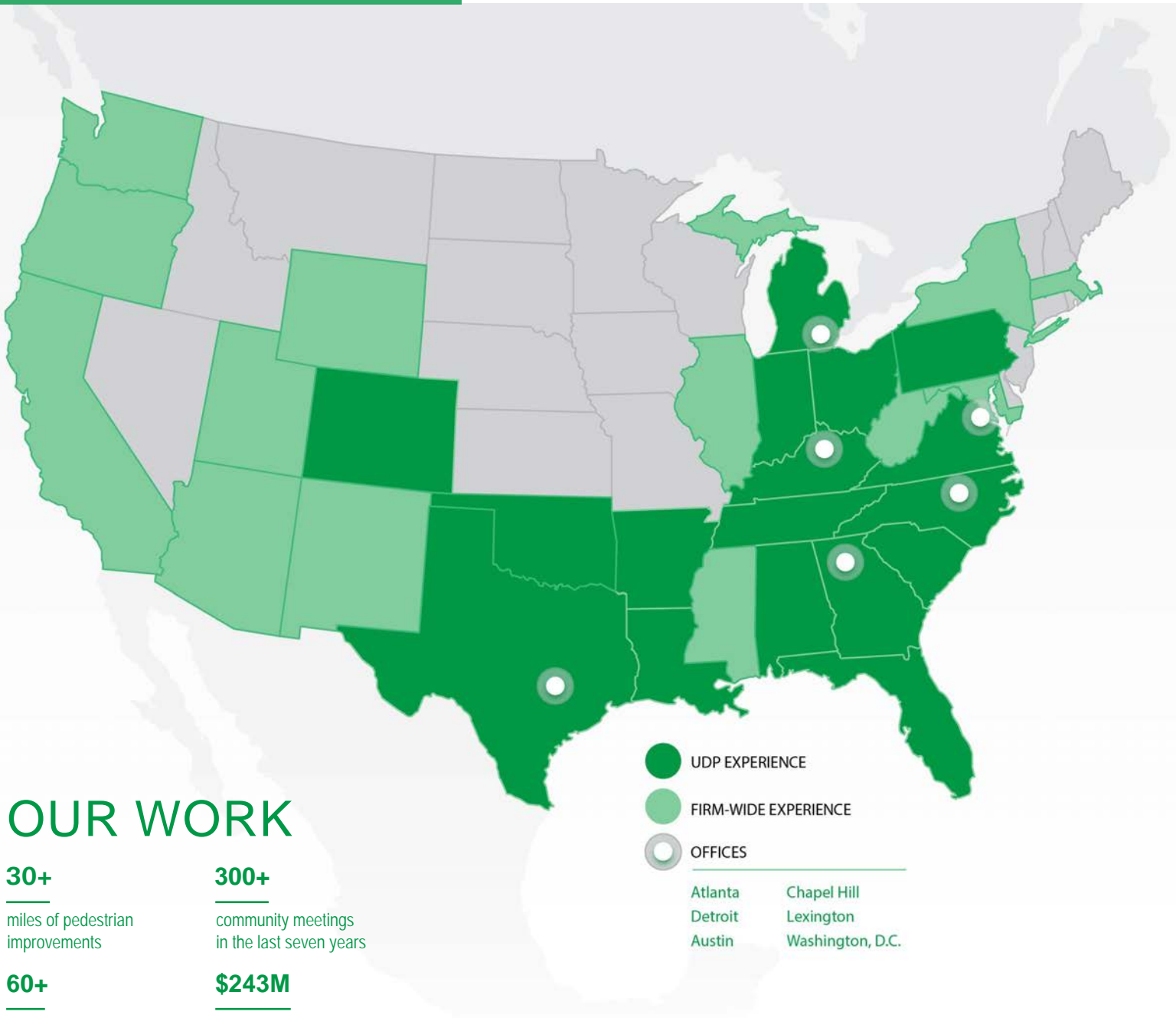


Ecological Planning



Community/Stakeholder Involvement

03 Resumes



OUR WORK

30+
miles of pedestrian improvements

300+
community meetings in the last seven years

60+
school sites & campuses

\$243M
secured for affordable housing

80+
cities and towns

- UDP EXPERIENCE
 - FIRM-WIDE EXPERIENCE
 - OFFICES
- | | |
|---------|------------------|
| Atlanta | Chapel Hill |
| Detroit | Lexington |
| Austin | Washington, D.C. |

We have completed more than 350 projects across the country. As a testament to the determination and passion of our clients, our plans have resulted in: thousands of new housing units; first class schools and institutions; hundreds of acres of new parks and open spaces; miles of streetscape and bicycle paths; and, most importantly, the creation of dozens of memorable places.

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



Stanford Harvey FAICP

Principal-in-Charge / Community Engagement

Credentials

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

Affiliations

Member, American Institute of Certified Planners College of Fellows
 Member, American Planning Association
 Member, Downtown Lexington Corporation
 Board Member, Fayette Alliance and the Neighbors of Montclair
 Board Member, Neighbors of Montclair Kentucky Chapter / APA Treasurer, 2009-2014
 Georgia Planning Association, Vice President of Chapter Services, 2006-2007

Awards

Outstanding Plan, APA-KY, 2012, 2016
 KY ASLA Merit Award, 2011, 2013
 Affordable Housing Developer of the Year, Columbia (SC) Housing Authority, 2009
 ASLA Professional Award, Atlanta BeltLine, 2007
 Outstanding Plan, APA-GA, 2004, 2005, 2006

Percent Committed to Project

20%



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

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

Project Experience

BeltLine TAD Redevelopment Plan
 Atlanta, GA

Centennial Olympic Park Area Design Guidelines
 Atlanta, GA

Charlotte Mixed-Use Study
 Charlotte, NC

Fayetteville Village Green Implementation
 Fayetteville, GA

Lexington Distillery District
 Lexington, KY

Lexington Southend Park Design Guidelines
 Lexington, KY

Lextran Program Manager
 Lexington, KY

Midtown Cityscapes Program
 Atlanta, GA

Perimeter Public Spaces Program
 Fulton and DeKalb Counties, GA

Rosewood Hills Implementation / Infrastructure Planning
 Columbia, SC

SouthPark Area Pedestrian Study
 Charlotte, NC

Town Branch Commons Program Manager
 Lexington, KY

Bluegrass Community Technical College Newtown Pike Campus Plan
 Lexington, KY

Distillery District Development Planning
 Lexington, KY

East End Neighborhood Plan
 Lexington, KY

Red Mile Development Plan
 Lexington, KY



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

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

Jordan Sebastian ASLA, PLA Project Manager

Credentials

Professional Landscape Architect: KY
[936]

Master of Landscape Architecture
University of Michigan, 2012
Bachelor of Science, Landscape
Architecture,
University of Kentucky, 2010

Affiliations

American Society of Landscape
Architects
KY Chapter American Society of
Landscape Architects, Past President

Awards

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

Percent Committed to Project

30%

Project Experience

Town Branch Commons Program Manager
Lexington, KY

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

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

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

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

Lextran Property - Loudon Avenue Development Plan
Lexington, KY

Meadowthorpe Landing Affordable Senior Housing
AU Associates, Lexington, KY

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

Turner Commons Development Plan
Turner Developments, Lexington, KY

Versailles Campus Master Plan
Frontier Nursing University, Versailles, KY

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

Winburn Small Area Plan
Lexington Fayette Urban County Government, Lexington, KY

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

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

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

Heritage Hills
Tom McGinnis, Shelbyville, KY



Kevin Kinney ASLA, PLA
Landscape Architect | Urban
Designer

Credentials

Professional Landscape Architect: KY
[1020]
Bachelor of Landscape Architecture
Iowa State University, 2017

Affiliations

American Society of Landscape
Architects

Awards

American Society of Landscape
Architects Student Merit Award, 2016

Percent Committed to Project

20%

Project Experience

Turner Commons Development Plan
Turner Developments, Lexington, KY

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

RST Charlottesville
RST Development Group
Charlottesville, VA

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

Master Plan & Renovations
Peachtree Presbyterian Church, Atlanta, GA

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

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

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

Rockaway Beach 98th Playground*
New York City Department of Parks and Recreation
Far Rockaway, NYC

Yocom Park Master Plan*
City of Chariton
Chariton, IA

Raccoon River Park Master Plan*
City of West Des Moines
West Des Moines, IA

* - Individual Experience with Another Firm



Dave Hasslinger

LEED GA, ISA Certified Arborist

Landscape Architect | Arborist

Credentials

Bachelor of Landscape Architecture,
University of Georgia, 2016

ISA Certified Arborist with the
International Society of Arboriculture,
2022

Affiliations

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

Awards

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

Percent Committed to Project

20%

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

Project Experience

8th Floor Sky Park
1010 Midtown Residential Condominium Association, Atlanta, GA

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

Imagine Memorial LCI Plan
Central Atlanta Progress, Atlanta, GA

Auburn Streetscape Master Plan
City of Auburn, AL

Boone Park at West Lake
City of Atlanta, GA

Northwoods at Lake Avondale Green Infrastructure Stormwater Mitigation
City of Avondale Estates, GA

Peachtree Corners Trails
City of Peachtree Corners, GA

Smith Homes Master Plan
Greensboro Housing Authority, Greensboro, NC

Hulsey Yard Neighborhood Master Plan
Atlanta, GA

Little 5 Mobility Plan
Little 5 Points Community Improvement District, Atlanta, GA

10th Street Pocket Park Expansion
Midtown Alliance, Atlanta, GA

11th Street Visioning Study
Midtown Alliance, Atlanta, GA

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

Piedmont Avenue Complete Street
Midtown Alliance, Atlanta, GA

Campus Improvements
Sherman College of Chiropractic, Boiling Springs, SC



Brittain Storck ASLA, PLA

Principal

Credentials

Professional Landscape Architect: GA (#001754); NC (#1761); CLARB Certified, (#40871)

Bachelor of Landscape Architecture, Cum Laude, University of Georgia

Affiliations

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

Percent Committed to Project

40%

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

Project Experience

Louisville Olmsted Parks Trails Plan, KY

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

Red Rock Action Plan, Birmingham, AL

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

Wolf River Greenway, Memphis, TN

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

Gainesville and South Hall County Trail Feasibility Study, GA

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



Kimberly Williams

Senior Planning Associate

Credentials

Bachelors in Landscape Architecture,
Utah State University

Associates Degree with focus on
Regional Planning, Snow College,
Ephraim, UT

Percent Committed to Project

50%

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

Project Experience

Haywood County Greenway Master Plan, Haywood County, NC

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

Mendota Trail Plan, Mendota, VA*

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

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

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

North Shore Greenway Plan, Chattanooga, TN*

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

Swannanoa River Greenway Corridor Feasibility Study, Asheville, NC*

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



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

Credentials

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

Affiliations

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

Percent Committed to Project

25%

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

Project Experience

Kennett Greenway Master Services Agreement, Chester County, PA

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

Baltimore City Green Network Plan, Baltimore, MD

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

Chattahoochee River Greenway Study, Greater Atlanta Region, GA

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

Atlanta City Design: Nature, Atlanta, GA

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



Suzanne Hoehne CSE
Senior Ecological Designer

Credentials

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

Percent Committed to Project

20%



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

Project Experience

Louisville Southwest Greenways Master Plan, Louisville, KY

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

Floyds Fork Greenway Project Phase 1, Louisville, KY

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

Fort Wayne Riverfront Development, Fort Wayne, IN

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

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

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



Aiman Duckworth

PLA, LEED AP BD+C

Senior Landscape Architect & Urban Ecologist

Credentials

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

Affiliations

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

Percent Committed to Project

20%



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

Project Experience

Atlanta City Design: Nature, Atlanta, GA

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

Mid-America Regional Council Green Infrastructure Plan, Kansas City, MO

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

Howard County Green Infrastructure Planning Support, Howard County, MD

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

Great Parks Natural Resources Planning Framework, Hamilton County, OH

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

Chattahoochee River Greenway Study, Greater Atlanta Region, GA

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



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

Ryan Holmes AICP

Planner

Credentials

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

Percent Committed to Project

20%

Project Experience

Louisville Comprehensive Neighborhood Plans Louisville, KY

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

9TH Street Corridor Plan Louisville, KY

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

Rocky Mount Monk to Mill Trail Rocky Mount, NC

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

Town Branch Greenway Lexington, KY

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

04 Our Work

Planning for the Atlanta BeltLine

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



BELTLINE TAD FEASIBILITY STUDY BELTLINE REDEVELOPMENT PLAN

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

BELTLINE PARKS CONCEPT PLANNING

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

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

OWNER CONTACT:

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

tarbes@pba.org
678-686-0353

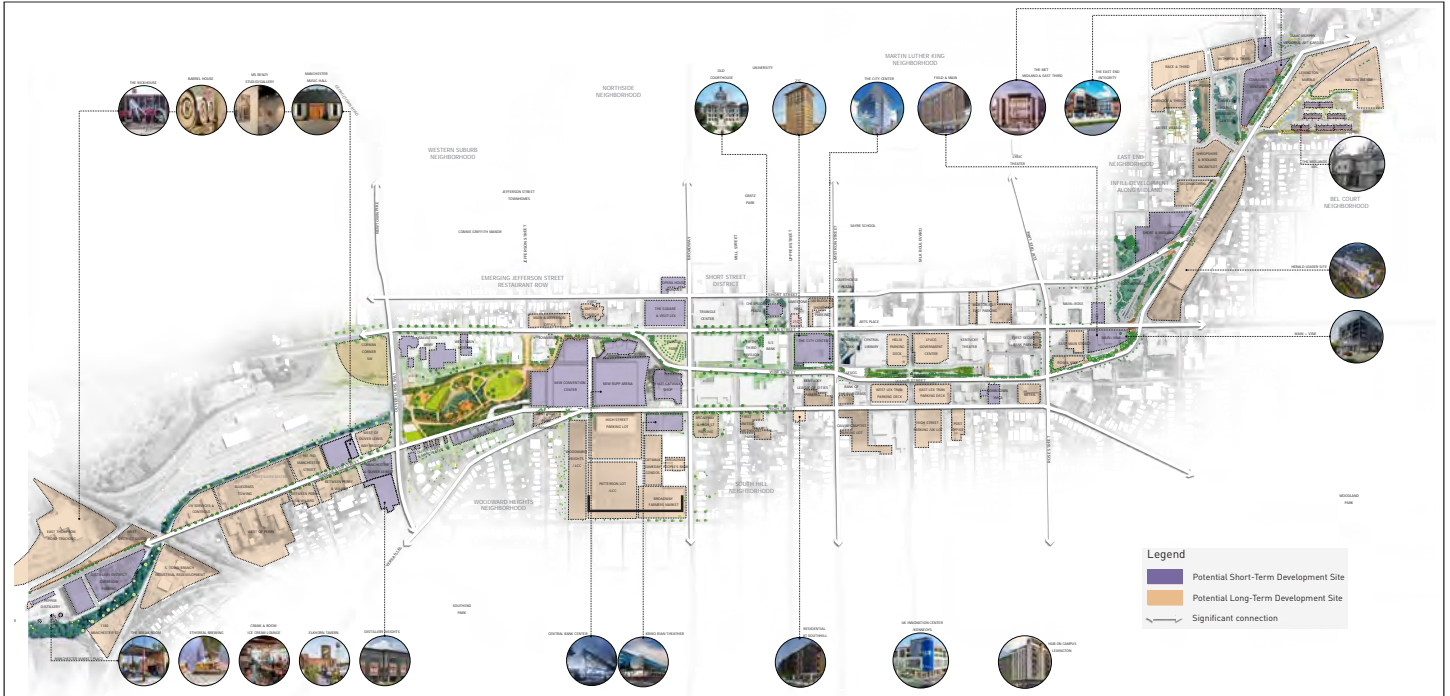
KEY STAFF:

Stan Harvey | Principal-in-Charge



Town Branch Commons

Lexington Downtown Development Authority | Lexington, KY



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

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

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

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

OWNER CONTACT:

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

KEY STAFF:

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





Cardinal Valley & Oxford Circle Neighborhood Small Area Plan

Lexington Fayette Urban County Government | Lexington, KY



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

OWNER CONTACT:

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

KEY STAFF:

Stan Harvey | Principal-in-Charge



OPEN SPACE NETWORK

NEIGHBORHOOD CONSERVATION

OXFORD CIRCLE REDEVELOPMENT

VERSAILLES ROAD CORRIDOR IMPROVEMENTS

ALEXANDRIA DRIVE INTERNATIONAL DISTRICT

Valley Park

Preston's Springs Park

Cardinal Valley Elementary School

Lexington Public Library Village Branch

Cardinal Hill Rehabilitation Hospital

Pine Meadows Park

PINE MEADOW NEIGHBORHOOD

NEW CIRCLE RD

NEWCASTLE ST

MANDALAY RD

SUTTON PL

RUGBY RD

LONDONBERRY DR

SAVOY RD

WOLF RUN CREEK

VAUGHN'S BRANCH

DORSET DR

DEAUVILLE DR

CAMBRIDGE DR

OXFORD CIRCLE

WESTGATE DR

DEVONPORT DR

VILL DR

FAIR OAKS DR

PORT ROYAL DR

PINES DR

MASON HEADLEY RD

TERRACE VIEW DR

MARYWICK VI

THE FOX

Dorothy Smith Oatts Visitor's Center

University of Kentucky | Lexington, KY



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

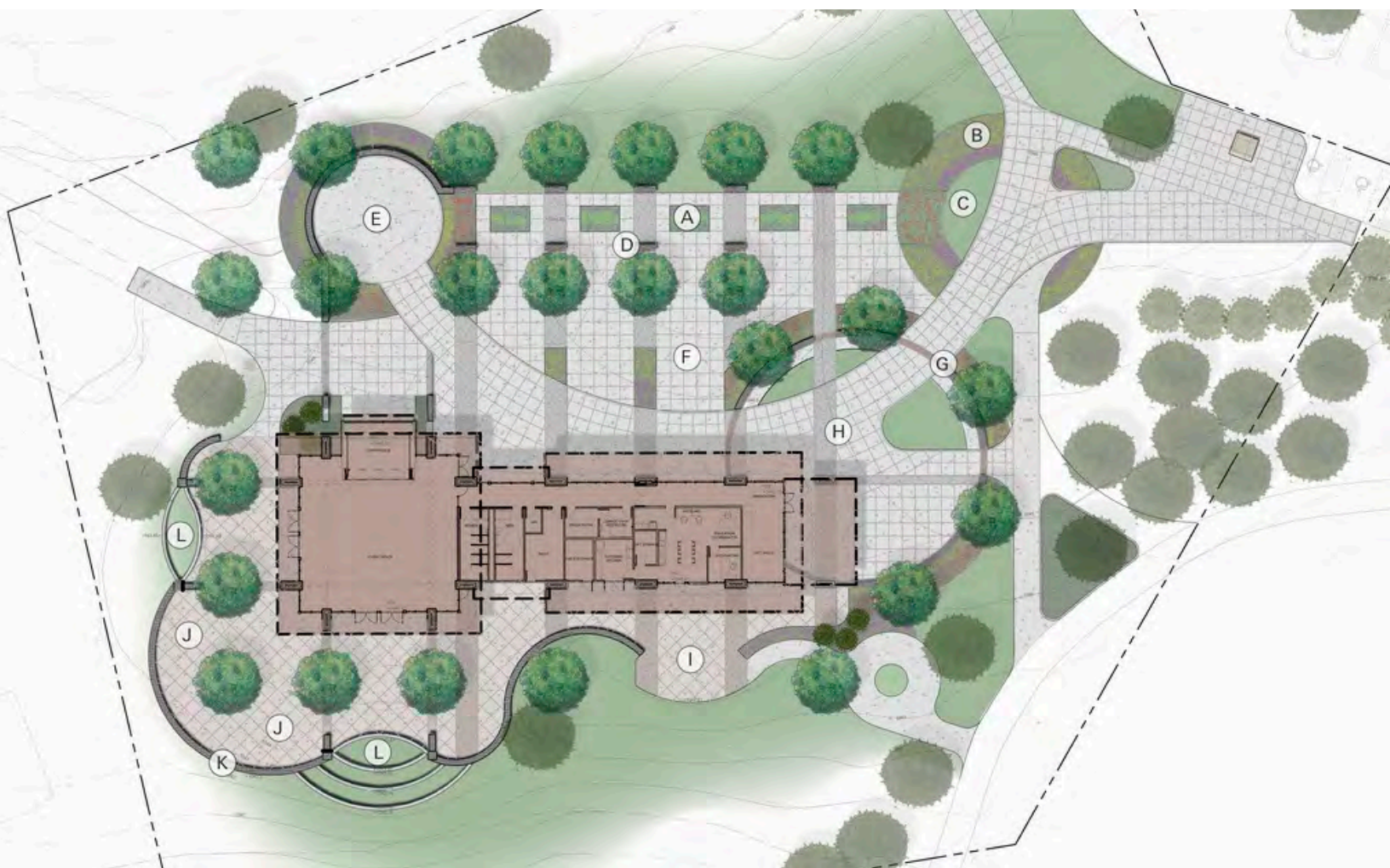
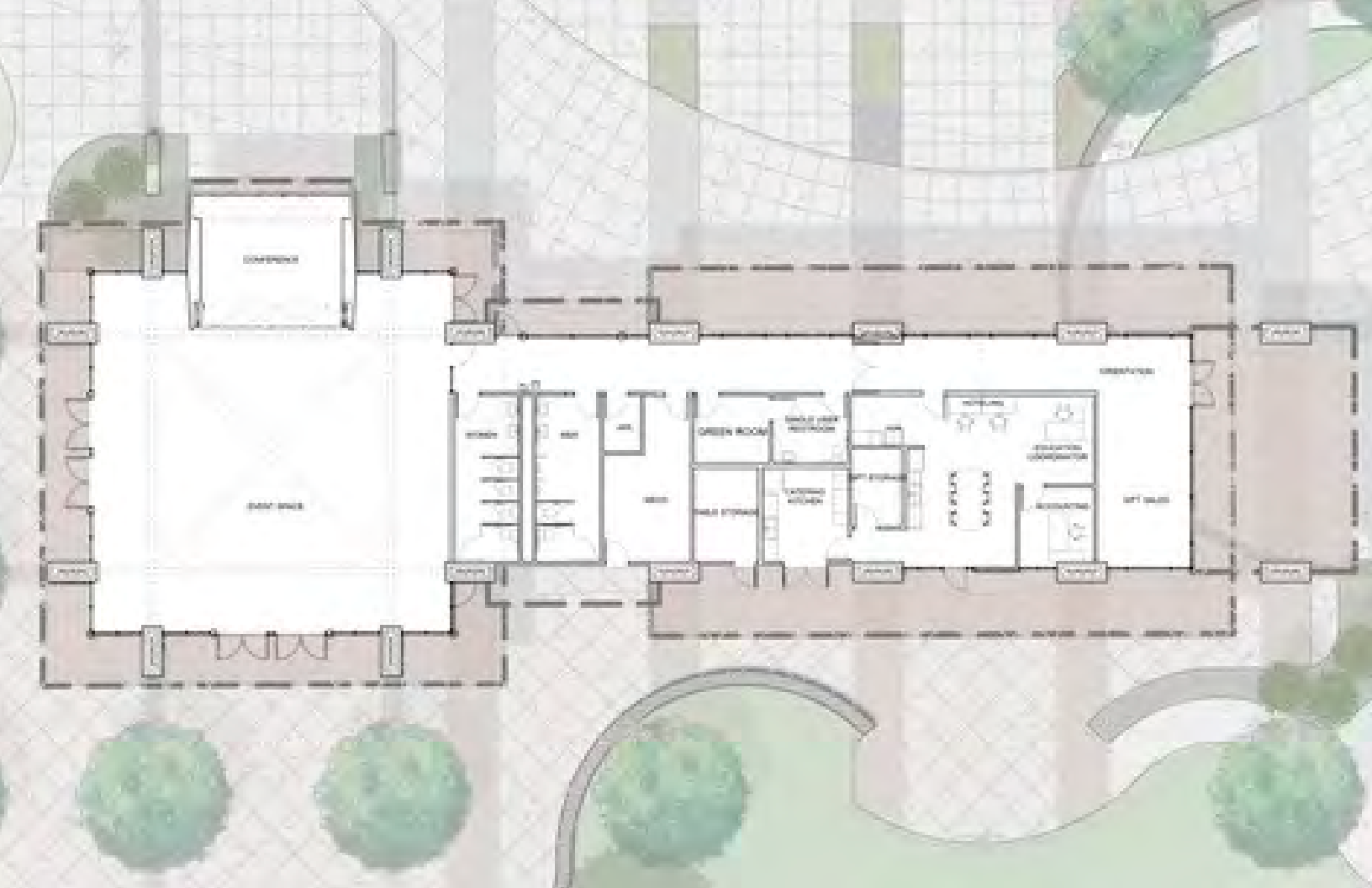
OWNER CONTACT:

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

KEY STAFF:

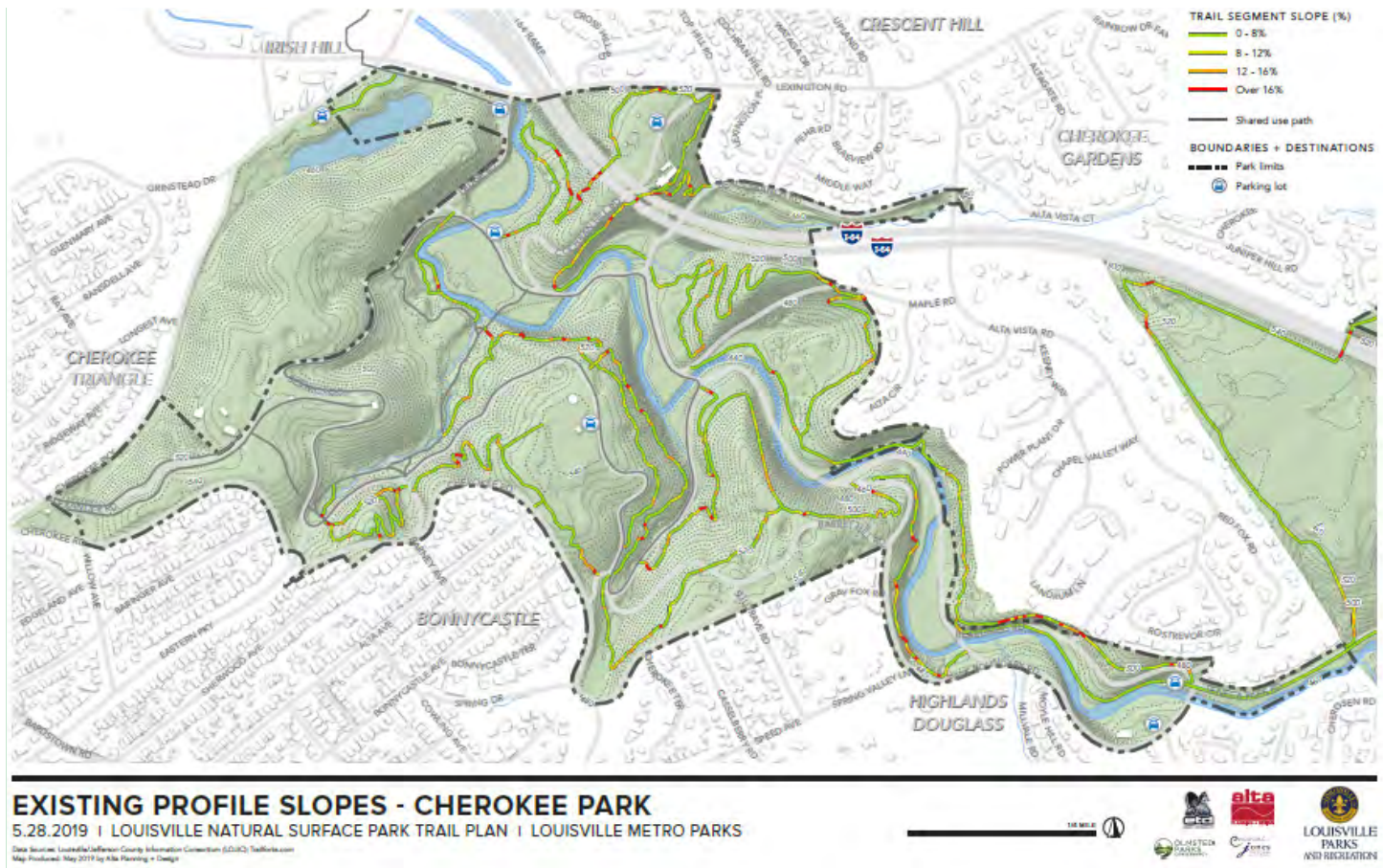
Stan Harvey | Urban Designer
Jordan Sebastian | Landscape Architect





Louisville Park Trails Plan

Louisville Metro Government | Louisville, KY



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

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

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

OWNER CONTACT:

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

KEY STAFF:

Britt Storck | Principal-in-Charge + Project Manager



The Great Springs Trail

Great Springs Project | Austin - San Antonio, TX



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

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

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

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

OWNER CONTACT | REFERENCE:

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

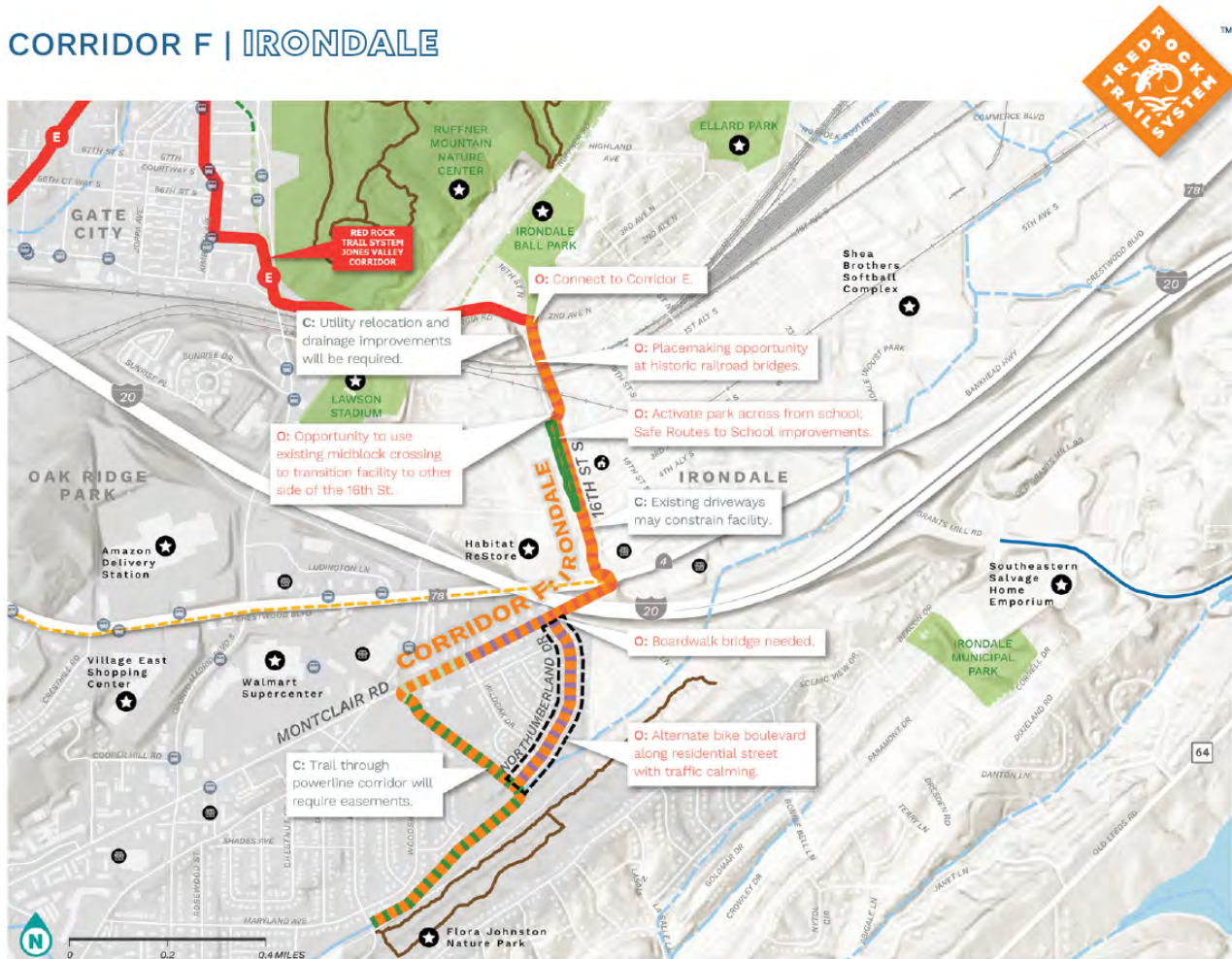
KEY STAFF:

Britt Storck | Senior Advisor

Red Rock Action Plan

Freshwater Land Trust | Birmingham, AL

CORRIDOR F | IRONDALE



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

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

OWNER CONTACT:

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

KEY STAFF:

Britt Storck | Project Manager

Kennett Greenway Master Services Agreement

Kennett Township | Chester County, PA



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

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

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

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

OWNER CONTACT | REFERENCE:

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

KEY STAFF:

Jennifer Dowdell | Project Manager

Baltimore Green Network Plan

City of Baltimore | Baltimore, MD



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

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

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

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

OWNER CONTACT:

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

KEY STAFF:

Jennifer Dowdell | Technical Lea

05 Project Approach

PROJECT UNDERSTANDING

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

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





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

PROTECTION

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

SUSTAINABILITY

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

RESTORATION

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

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

GOALS

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

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

APPROACH

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

PROJECT ORGANIZATION

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

ASSESSMENT

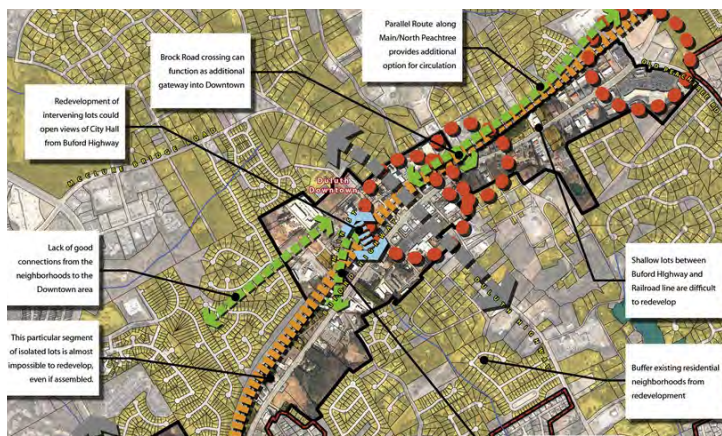
- Assess the available GIS data. We will evaluate datasets such as streams, floodplains, canopy coverage, vegetation change, aerial photography, property ownership, etc.
- We will also assess and evaluate the available LFUCG parcels and determine their applicability toward being a part of the Greenway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

GREENWAY SYSTEM AND PROJECT DEFINITION

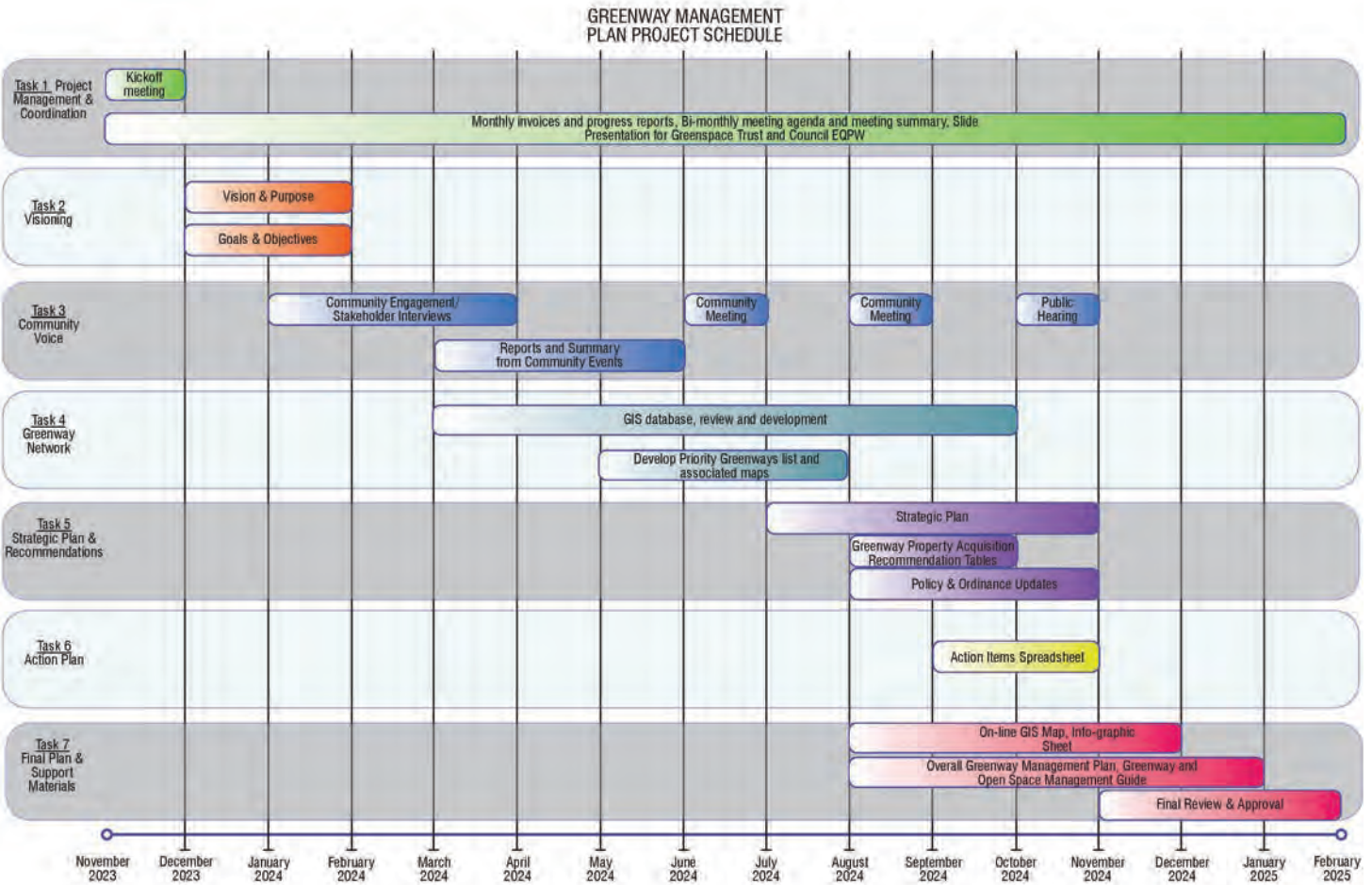
- Using information collected during community meetings, assessment of GIS data, and field surveys, we will develop a comprehensive list and ranking of areas and corridors that should be considered for the greenway system. This will include a phasing plan with priorities for implementation.
- **Potential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

IMPLEMENTATION STRATEGY

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



Project Schedule



TASK 1: PROJECT MANAGEMENT & COORDINATION

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

TASK 2: VISIONING

- Vision & Purpose
- Goals and Objectives

TASK 3: COMMUNITY VOICE

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

TASK 4: GREENWAY NETWORK

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

TASK 5: STRATEGIC PLAN & RECOMMENDATIONS

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

TASK 6: ACTION PLAN

- Action Items Spreadsheet

TASK 7: DEVELOP FINAL PLAN & SUPPORTING MATERIALS

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

AMERICAN RESCUE PLAN ACT

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

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

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

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

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

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

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

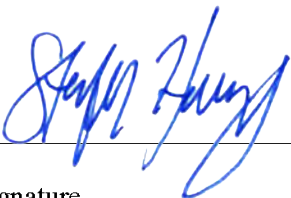
16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(1). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

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

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor’s bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor’s contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor’s contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



Signature

August 18, 2023

Date

AFFIDAVIT

Comes the Affiant, Lord Aeck Sargent, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Stanford Harvey and he/she is the individual submitting the proposal or is the authorized representative of Lord Aeck Sargent, 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 Procurement to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Fayette

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

by Stanford Harvey on this the 18th day

of August, 2023.

My Commission expires: March 3, 2026



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

Lord Aeck Sargent
Name of Business

Lord Aeck Sargent, Affirmative Action Plan

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

Affirmative Action & Equal Opportunity Policy

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

WORKFORCE ANALYSIS FORM

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

Categories	Total	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		51	56	3	3	2	2			4	8					60	69
Superintendents																	0
Supervisors																	0
Foremen																	0
Technicians																	0
Protective																	0
Para-																	0
Office/Clerical		2	15	1		1	6			4	8					4	21
Skilled Craft																	0
Service/Maintena																	0
Total:																64	90

Prepared by: **Victoria Cunningham, Director of Business Operations** Date: **08/14/2023**
 (Name and Title)

Revised 2015-Dec-15

EHI Consultants Services



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

transportation.ky.gov

August 3, 2022

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

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

Subject: DBE/SBE Certification Renewal

Dear Mr. Holmes:

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

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

Related Services:

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

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

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

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

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

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

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

Sincerely,

Brad Putty
DBE Administrative Branch Manager
Small Business Development Branch

mrt/BP

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: Lord Aeck Sargent

Complete Address: 269 W Main St Suite 500 Lexington, KY 40507
Street City Zip

Contact Name: Stanford Harvey Title: Principal

Telephone Number: 859-317-6691 Fax Number: 877-929-1401

Email address: stan.harvey@lordaecksargent.com



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

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Procurement for approval immediately.

Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. EHI Consultants 333 W. Vine Street, Suite 300 Lexington, KY 40507	DBE	Community/Stakeholder Engagement Consultant	\$25,000	10%
2.				
3.				
4.				

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

Lord Aeck Sargent Planning & Design, Inc.

Company

08/18/2023

Date

Company Representative

Principal

Title



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

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

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

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

Lord Aeck Sargent Planning & Design, Inc.
 Company

08/18/2023
 Date



 Company Representative

 Principal

 Title



MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # 32-2023

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

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

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

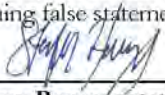
(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

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

Lord Aeck Sargent Planning & Design, Inc.

Company
 08/18/2023

Date



Company Representative
 Principal

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # 32-2023

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # Lexington Greenway Management Plan Update, RFP #32-2023	Work Period/ From: _____ To: _____
Company Name: Lord Aeck Sargent Planning & Design, Inc.	Address: 269 West Main Street, Suite 500, Lexington, KY 40507
Federal Tax ID: 87-1174150	Contact Person: Stanford Harvey

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
EHI Consultants 333 W. Vine Street, Suite 300 Lexington, KY 40507 rholmes@ehiconsultants.com	Community/ Stakeholder Engagement Consultant	\$25,000	10%				

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.

Lord Aeck Sargent Planning & Design, Inc.

Company

08/18/2023

Date

Company Representative

Principal

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 32-2023

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

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

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

Attended LFUCG Central Procurement Economic Inclusion Outreach event

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

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

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

Contacted organizations that work with MWDBE companies for assistance in finding certified 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.

Lord Aeck Sargent Planning & Design, Inc.

Company
August 18, 2023



Company Representative
Principal

GENERAL PROVISIONS

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

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

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

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

A. Termination for Cause

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

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

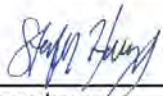
B. At Will Termination

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

August 18, 2023

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/18/2022

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

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

PRODUCER Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta GA 30339	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Sharon Schulze</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 770-250-0179</td> <td>FAX (A/C, No): 678-919-1151</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: sharon.schulze@ioausa.com</td> </tr> </table>	CONTACT NAME: Sharon Schulze		PHONE (A/C, No, Ext): 770-250-0179	FAX (A/C, No): 678-919-1151	E-MAIL ADDRESS: sharon.schulze@ioausa.com									
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INSURED Lord Aeck Sargent Planning & Design, Inc. 1175 Peachtree St. NE Suite 2400 Atlanta GA 30361	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : RLI Insurance Company</td> <td style="text-align: center;">13056</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B : Continental Casualty Company	20443	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 2130660670 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PSB0009617	7/21/2022	7/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	PSA0003104	7/21/2022	7/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	PSE0004724	7/21/2022	7/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	PSW0005263	7/21/2022	7/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims-Made			AEH591951384	7/21/2022	7/21/2023	Per Claim 5,000,000 Aggregate 5,000,000 Per Claim Deductble 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Any person or organization where required by written contact is an Additional Insured with respects to General Liability and is primary & non-contributory per form #PPB304 02/12, additional insured with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13 and additional insured with respects to Excess Liability and is primary & non-contributory per form #PPU304 06/10. Waiver of Subrogation is in favor of the additional insureds with respects to General Liability per form #PPB304 02/12, with respects to Hired/Non-Owned Auto Liability per form #PPA300 03/13, with respects to Workers Compensation per form #WC000313 04/84 and with respects to Excess Liability per form #PPU304 06/10. 30 days' notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions.

CERTIFICATE HOLDER Sample Certificate Lord Aeck Sargent Planning & Design, Inc. 1175 Peachtree St. NE Suite 2400 Atlanta GA 30361	CANCELLATION 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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LAS Hourly Rate Schedule

Principal/Director.....	\$285
Project Manager.....	\$170
Landscape Architect.....	\$145
Unregistered Design Staff.....	\$125
Certified Planner.....	\$145
Administration.....	\$110

Alta

Principal-in-Charge Designer.....	\$230
Senior Associate Planner.....	\$150

Biohabitats

Principal.....	\$275
Principal/Project Manager.....	\$245
Senior Project Manager/QAQC.....	\$225
Senior Project Manager.....	\$210
Senior Technical Advisors (<i>Integrated Design Specialist, Construction Coordinator, Wetland/Restoration Ecologist</i>).....	\$195
Project Manager (<i>Engineer, Landscape Architect, Scientist</i>).....	\$180
Senior Technical Staff (<i>Engineer, Landscape Architect, Scientist, Technician</i>).....	\$165
Technical Staff (<i>Engineer, Landscape Architect, Scientist, Construction Coordinator, CADD Manager</i>).....	\$150
Mid-Level Technician (<i>Engineer, Landscape Architect, Scientist, CADD/GIS</i>).....	\$130
Technician (<i>Engineer, Landscape Architect, Scientist, CADD/GIS</i>).....	\$120
Entry Level Technician (<i>Engineer, Landscape Architect, Scientist, CADD/GIS</i>).....	\$110

EHI Consultants

Principal.....	\$200
Senior Planner.....	\$115
Planner.....	\$75
Project Manager.....	\$185

06 Fee Proposal

Greenway Management Plan

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



THANK YOU