



G R E S H A M
S M I T H A N D
P A R T N E R S

IN RESPONSE TO REQUEST FOR QUALIFICATIONS RFQ #38-2016

PROFESSIONAL ENGINEERING SERVICES CONTRACT 1

ROADWAY CORRIDOR AND INTERSECTION DESIGN PLANNING



LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
LEXINGTON, KENTUCKY
NOVEMBER 10, 2016

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01

**LETTER OF
TRANSMITTAL**





G R E S H A M
S M I T H A N D
P A R T N E R S

November 10, 2016

Mr. Todd Slatin
Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

RE: RFQ #38-2016 Professional Engineering Service Contract 1 – Roadway Corridor and Intersection Design Planning

Dear Mr. Slatin,

Gresham, Smith and Partners (GS&P) is pleased to submit our proposal to provide quality professional engineering services for Lexington-Fayette Urban County Government (LFUCG). The area is bustling with growth and activity, providing a vibrancy that entices businesses and people to relocate to the community. While exciting, we understand that this causes growing pains as the current infrastructure reaches its capacity.

GS&P has been providing infrastructure services to communities across the southern United States since 1967, and we have been a respected firm in Kentucky for over 20 years. The vast majority of our work for this project will be performed in our Lexington office. We have all the required capabilities and KYTC pre-qualifications that LFUCG may need.

GS&P is also a strong believer in the need to support women-owned, minority-owned, veteran-owned and small businesses. Our desire is not to only meet our clients' DBE goals, but to provide the opportunity and support these firms may need to create a thriving business. We pledge to do this on any task that LFUCG entrusts to GS&P. We have assembled a strong team that includes local DBE subconsultants and will ensure that our final product exceeds LFUCG's quality expectations.

The breadth and depth of our services allows us to develop innovative and cost efficient designs for LFUCG. We have successfully provided designs in urban, suburban and rural environments and are considered a national expert in Complete Streets and multi-modal design. We understand the challenges presented and will call upon our decades of experience to deliver quality services to LFUCG.

GS&P is grateful for the opportunity to provide this response to the LFUCG and respectfully ask for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Jim Brannon".

Jim Brannon, P.E.
Senior Vice-President

02

**FIRM
QUALIFICATIONS**

FIRM QUALIFICATIONS

Gresham, Smith and Partners (GS&P) has been providing quality professional services to public and private clients since 1967. We have grown organically, one employee at a time, to our current level of nearly 800 employees located in 25 offices throughout the United States, and around the world. Our breadth and depth of resources allows us to successfully design any project that Lexington-Fayette Urban County Government (LFUCG) may need. This experience includes over 20 years of civil engineering and land planning services in the Commonwealth of Kentucky through our Lexington and Louisville offices for state, city and county governments. Our success has been established as a result of core principles that include quality, integrity and tremendous customer service.

We also feel a responsibility to our profession and embrace the DBE/Veteran goals established in the RFQ. We are proud to team with Bryant Engineers, a Veteran-owned DBE firm. In addition, we will add other DBE firms with whom we have solid relationships, depending upon the task assigned to us by LFUCG. The GS&P team has resources to provide all the civil, mechanical, structural, electrical, stormwater, sanitary and environmental engineering services highlighted in this RFQ.

Our Kentucky experience has a strong emphasis on projects for several municipal/county clients. We are a preferred firm for Louisville Metro, having designed over a dozen of projects for them, including some for their park system. In addition, we have provided services for the cities of Bowling Green, Radcliff, Owensboro and others



such as Western Kentucky University. Our reputation as the premier urban roadway/bike/pedestrian design firm in Kentucky is built on our extensive experience and our talented staff.

We believe in being embedded into the communities in which we are located, allowing us to understand the cultural and political nuances that make a community what it is. We know the values and understand the direction in which our clients want to go.

The extent of our local government project work has established GS&P as an expert in Local Public Agency (LPA) projects. Our engineering leaders for this project, Principal-in-Charge Jim Brannon, P.E. and Project Manager John Eckler, P.E., have over 40 years of combined experience working at KYTC. They are intimately familiar with the LPA process. Coupled with GS&P's experience in LPA work, we are confident that LFUCG will enjoy a smooth, seamless



Marshall Elizer, P.E., PTOE
Complete Streets Training Instructor

process for any assigned projects that must adhere to the LPA requirements.

Our staff enjoys participating in community activities. GS&P allows staff the schedule flexibility to serve on committees, to work charitable events, and to better the community in a variety of ways. We also serve our profession by honing our skills in areas that we are nationally recognized. Our Kentucky-based staff serve on national technical committees where policies are debated and enacted. We also have national trainers that travel the country teaching classes. In fact, Lexington-based Marshall Elizer, P.E., PTOE is a national leader on the



Mike Sewell, P.E.
Urban Bike Network Design Services

topic of Complete Streets. The movement toward multimodal travel is growing exponentially, necessitating that design projects

include accommodations for all modes of traffic, including bicycle, pedestrian and transit. This trend has significant impacts and opportunities as it relates to safety, traffic operations, freight movements, property impacts, utility location, lighting, signing and stormwater management. In addition to Marshall, we also have Kentucky-based Mike Sewell, P.E., a bicycle commuter and enthusiast who serves on national bicycle committees that encourage this alternate mode of commuting and develop the standards where they can do so safely. These two excellent, multimodal engineers are just an example of the more than 30 engineering staff that GS&P employs in Kentucky.

The subsequent pages of this qualifications package highlight some of our relevant Kentucky projects. With our combination of local presence, talented engineering staff, and demonstrated successful project experience, we are committed to providing LFUCG with outstanding professional services. Whether the task calls for roadway, drainage, signalization, lighting, signing, striping, multimodal or other services, we have the available resources to perform the work in a timely manner. We look forward to the opportunity to help enhance the infrastructure of Lexington and Fayette County.



GS&P has won awards of excellence in several different project types, including planning, design and construction throughout the Southeast.



GARDEN WALK BOULEVARD EXTENSION

CLAYTON COUNTY, GA

AWARDS
2012 ACEC of Georgia Engineering Excellence Award

2011 Best Rural Project Design
Georgia Partnership for Transportation Quality (GPTQ) Preconstruction Design Competition



BESSEMER/US 129 BYPASS DIVERGING DIAMOND INTERCHANGE

ALCOA, TN

AWARDS
2011 ACEC of Tennessee Engineering Excellence Award –

Grand Award in Transportation



NORCROSS ST/WARSAW RD AT GRIMES BRIDGE RD ROUNDABOUT

ROSWELL, GA

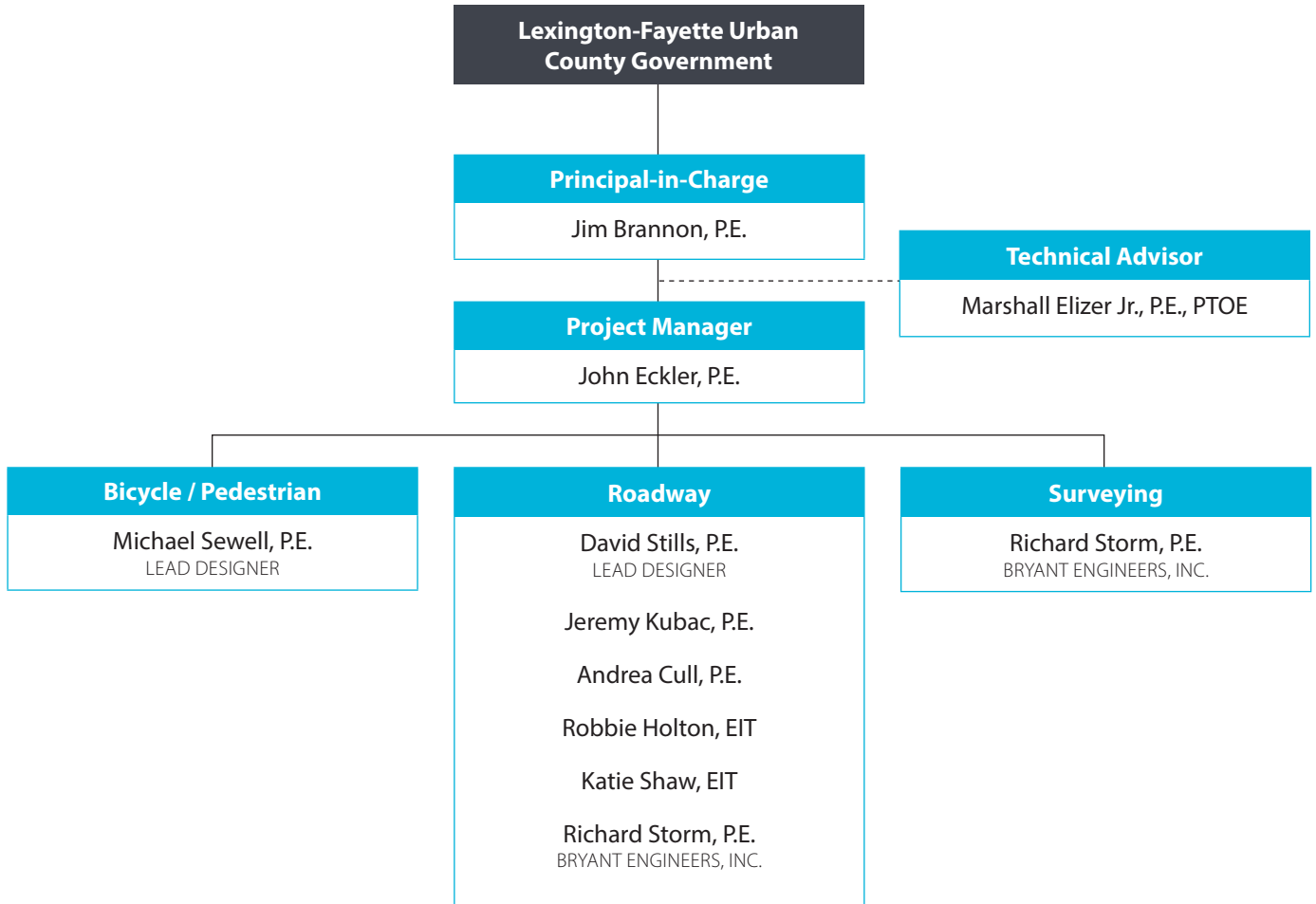
AWARDS
2012 ACEC of Georgia Engineering Excellence Award

2011 Best Innovative Solution to Design Problem
Georgia Partnership for Transportation Quality (GPTQ)

03

**PROJECT
TEAM**

03 PROJECT TEAM





JIM BRANNON, P.E.

PRINCIPAL-IN-CHARGE

Jim is a senior vice president and principal at GS&P. His transportation engineering career spans over three decades, including serving in both the public and private sectors. Jim's 25 years at KYTC included positions of increasing responsibility in the design, planning, materials, and construction divisions, before retiring as branch manager for project development. His private sector career has involved a variety of project types including urban and rural roadway design and transit design. He has experience in both traditional and innovative project delivery methods, including design-build and P3.

EDUCATION

1991/Master of Business Administration, Xavier University

1988/Bachelor of Science, Civil Engineering, University of Kentucky

REGISTRATIONS

Professional Engineer: KY, OH

YEARS OF EXPERIENCE

With GS&P: <1

With other firms: 30

RELEVANT PROJECTS

KYTC - KY 237 Widening, Reconstruction and Interchange Design, Boone County, KY—KYTC Branch Manager for Project Development. Jim managed the development of Phase I and Phase II plans for a 2.5-mile, five-lane, urban roadway with single-point urban interchange (SPUI) at KY 18 and a multi-lane roundabout at Camp Ernst Road. He was responsible for ensuring the design proceeded according to KYTC standards.

Kenton County Fiscal Court - Engineering Services On-Call Contract, Kenton County, KY—Project Manager. Jim was the firm lead for this contract and provided client coordination, design oversight, quality control and budgeting for any task Kenton County needed. An example of such services was the hydraulic analysis of three culverts for sizing and replacement. Jim's team found that the previous estimation of sizing was too large, enabling the client to use smaller culverts and save significant money. In addition, Jim's team provided recommendations for safety improvements that reduce hazards along the stretch of roadway.

TxDOT - DFW Project, Dallas, TX—Design Manager. Jim was responsible for the Phase I and Phase II designs for the FM2499 portion of the DFW project. This section involved taking a one mile long stretch of existing roadway in a commercial area and depressing it, with elevated frontage roads on both sides and bridges overhead for the crossroads. Extensive maintenance of traffic plans were needed due to the volume of traffic in this area. Several intersections were re-designed to accommodate the new configuration, including provisions for access control.

City of Cincinnati - Cincinnati Streetcar Project, Cincinnati, OH—Design Manager, Engineer-of-Record. Jim led the design for this \$140 million transit system and the development of Phase I and Phase II plans. Jim managed the design process for creating a streetcar system that shares lanes with traditional vehicles in downtown Cincinnati. This project involved accommodating all modes of traffic into the urban environment, including streetcars, cars, trucks, buses, bicyclists and pedestrians. Lane and sidewalk widths were modified to achieve mobility while protecting access to local businesses and parks. Replacing water/sewer, gas and telecommunication facilities required efforts to minimize impacts to services and access to businesses.

City of Cincinnati - Waldvogel Viaduct Project, Cincinnati, OH—Quality Review Engineer. Responsible for quality assurance, Jim and his team were brought into the project to rectify the plans developed by another firm. There were significant construction issues with the plans, necessitating a thorough review. Severe problems were discovered and rectified by Jim's team. As a result of their work, the construction project was able to be completed with only 16 days of delay.

KYTC - KY 8 Intersection Improvements, Ludlow, KY—Lead Field Engineer. Jim was responsible for the Construction Engineering and Inspection for five intersections. This was challenging, as the route followed the Ohio River with very flat gradients. Numerous field changes to the plans were required to ensure there was sufficient slope to drain the roadway and closed drainage system.



JOHN ECKLER, P.E.

PROJECT MANAGER

As a project manager, John is responsible for the design and management of roadway projects beginning with initial alignment studies through the production of final plans. Throughout his career, John has managed all phases of the project development process including location surveys, design, right of way, utility relocation, constructability reviews and detailed MOT plans.

EDUCATION

1998/Bachelor of Science,
Civil Engineering,
University of Kentucky

REGISTRATIONS

Professional Engineer: KY

SPEAKING ENGAGEMENTS

ASHE National
Convention/
Project Update and
Discussion, 2010

YEARS OF EXPERIENCE

With GS&P: 5
With other firms: 13

RELEVANT PROJECTS

Louisville Metro Public Works and Assets - Hubbards Lane Widening, Jefferson County, KY—Project Professional. GS&P is designing this 1.4 mile roadway widening project located in Jefferson County, Kentucky from KY 1447 (Westport Road) to Kresge Way/Bowling Boulevard. The purpose and need of this project is to increase capacity and safety of Hubbards Lane between KY 1447 to US 60 (Shelbyville Road), and to improve bicycle and pedestrian accessibility from KY 1447 to Kresge Way/Bowling Boulevard. GS&P shined in facilitating public involvement while the questioning was difficult and the visibility was high, GS&P was able to foster goodwill and provide solid background to the public for each decision made. This was packaged into a public involvement campaign recording document for archiving by the Louisville Metro project manager and to assist the newly assigned KYTC project manager with backup that LPA projects require. For design, GS&P presented innovative alternatives that fell outside of currently allowed KYTC standards. Our team took the initiative to provide central office justification for our decisions.

Louisville Olmsted Parkway—Project Engineer. The City of Louisville contracted with GS&P to implement the Olmsted Parkway Multi-Use Trail Master Plan. The master plan study identified key safety and operational deficiencies throughout this 8-mile corridor. The project includes traffic analysis to determine operational improvements to the roadway corridor implementing a road diet for six of the eight miles. A multiuse trail is also being considered for the entire length of the corridor creating an 8 mile bike and pedestrian path connecting Shawnee Park, Chickasaw Park and Iroquois Park to the surrounding community.

KYTC - Campbell County KY 9 - Section 1, Newport, KY—Principal, QA/QC. GS&P is responsible for Phase I and Phase II design for the reconstruction of KY 9 in Newport, KY. The project on the west side of Newport includes the widening and realignment of KY 9, including alternative alignment studies and the design of two roundabouts. When completed, this project will provide a walkable corridor connecting urban neighborhoods to the planned Ovation mixed use development and other existing attractions such as the Newport Aquarium.

KYTC - KY 237 Widening, Reconstruction and Interchange Design, Boone County, KY—Principal. GS&P was tasked with the development of Phase I and Phase II plans for a 2.5-mile, five-lane, urban roadway with a single-point urban interchange (SPUI) at KY 18 and a multilane roundabout at Camp Ernst Road. GS&P was responsible for the preparation of alternate alignments, grades, drainage design, right-of-way plans and maintenance of traffic plans.

KYTC - Enhanced Curve Signing Phase I and II, Statewide, KY—Principal. The state contracted with a GS&P-led team to improve the horizontal alignment signs throughout the eastern third of the state. To date, our staff and teaming partners have identified over 1,000 curves on 425 miles of state highways that require updated horizontal alignment signage. Included in this number are 74 enhanced applications that will receive additional signage above the minimums identified by the MUTCD, which were identified due to the high number of accidents at these locations. At GS&P we have developed a series of automated forms that improve the accuracy and consistency of the sign applications and reduce the chance for data entry errors.



MICHAEL SEWELL, P.E.

BICYCLE/PEDESTRIAN LEAD DESIGNER

Mike brings nearly 20 years of experience in the planning, design and implementation of varying transportation projects, particularly in the provision of safe access and mobility for non-motorized users in the right-of-way. He has led GS&P's effort to be recognized as a regional leader in multimodal design which has led to GS&P's Louisville office being designated a GOLD level Bicycle Friendly Business by the League of American Bicyclists.

EDUCATION

2003/Master of Engineering, Civil Engineering, University of Louisville

2002/Bachelor of Civil Engineering, University of Louisville

REGISTRATIONS

Professional Engineer: KY, OH

MEMBERSHIPS/ AFFILIATIONS

American Council of Engineering Companies/Kentucky
American Society of Civil Engineers/Louisville

YEARS OF EXPERIENCE

With GS&P: 13
With other firms: 7

RELEVANT PROJECTS

Louisville Metro - Urban Bikeway Network Design, Louisville KY—Principal and Lead Design Engineer. Louisville Metro asked GS&P to serve as their partner on a five-year task order based contract—Urban Bike Network—to assist in the planning and design of every new bicycle facility in the metropolitan area. This 1.4-mile corridor utilizes the latest design standards for green bike lane markings and design for vehicle mixing zones. GS&P helped to develop a standardized green paint guideline specific for the Louisville region, working closely with the National Association of City Transportation Officials.

West Market Street - Corridor Improvement Study and Design, Louisville, KY—Project Manager. GS&P developed strategies for physical improvements to the corridor to improve the quality of life for area residents while encouraging future growth and redevelopment of an economically depressed urban neighborhood. When completed, the project will improve aesthetics, walkability and ADA compliance.

East Market Street - Streetscape Master Plan, Louisville, KY—Project Manager. GS&P is providing preliminary engineering, master planning and public involvement assistance for a streetscape master plan for East Market Street. The NuLu neighborhood has been thriving, but, unfortunately, the transportation connectivity has not kept up. GS&P was secured to offer guidance on the best ways to move people along this busy corridor while still being respectful to the historic nature of the corridor. The result is a design that is based in modal-balance and provides the best possible way to truly move people not only through, but to this corridor as a destination.

KYTC - Greenwood Road, Louisville, KY—Project Engineer. Responsible for the development of Phase I and II plans. The project involved alternative designs for the reconstruction of a two-lane, rural section to an urban collector. The final design will include a sidewalk on the south side and a 10-foot, multiuse path on the north side providing connectivity to the numerous schools, churches and commercial establishments.

Louisville Metro Public Works and Assets - Hubbards Lane Widening, Jefferson County, KY—Principal, Multimodal Design Engineer. GS&P is designing this 1.4-mile roadway widening project located in Jefferson County, Kentucky between KY 1447 (Westport Road) to Kresge Way/Bowling Boulevard. The purpose and need of this project is to increase capacity and safety of Hubbards Lane between KY 1447 and US 60 (Shelbyville Road), and to improve bicycle and pedestrian accessibility from KY 1447 to Kresge Way/Bowling Boulevard.

Louisville Metro - Buechel Bank Road, Louisville, KY—Project Engineer. Responsible for the development of Phase I and Phase II plans. This project required alternative designs for the development of Phase I preliminary plans and Phase II final plans for one mile of roadway widening and realignment. The project included three realignment alternatives for the widening of a two-lane rural roadway to a three-lane urban roadway utilizing existing pavement whenever possible. This project includes a roundabout design as well.



JEREMY KUBAC, P.E.

DESIGNER

Jeremy has worked on transportation projects throughout the Southeast, including projects for the Kentucky, Tennessee, Indiana, Ohio and Georgia Departments of Transportation as well as the Louisville and Nashville districts of the U.S. Army Corps of Engineers, several municipalities and private clients.

EDUCATION

2004/Master of Engineering, University of Louisville

2003/Bachelor of Science, Civil Engineering, University of Louisville

REGISTRATIONS

Professional Engineer: KY, IN

YEARS OF EXPERIENCE

With GS&P: 13

RELEVANT PROJECTS

KYTC - KY 237 Widening, Reconstruction and Interchange Design, Boone County, KY—Project Engineer. GS&P was tasked with the development of Phase I and Phase II plans for a 2.5-mile, five-lane, urban roadway with single-point urban interchange at KY 18 and a multi-lane roundabout at Camp Ernst Road. GS&P was responsible for the preparation of alternate alignments, grades, drainage design, and right-of-way plans.

City of Alcoa - Bessemer Street/US 129 Bypass Diverging Diamond Interchange, Alcoa, TN—Project Engineer. The City of Alcoa was facing an increase in traffic congestion at the US 129/Bessemer Street interchange, compounded by the addition of a large commercial development and a road widening project filtering more traffic into the interchange. Due to a very modest construction budget, traditional solutions were too costly to implement and could not be built in the desired time frame. After considering several alternatives, GS&P's engineers proposed a Diverging Diamond Interchange (DDI) design. No such interchange existed in the southeastern US at

the time, but the unique configuration improved traffic capacity, minimized cost and eliminated the need for drastic reconstruction.

KYTC - I-75/Ironworks Pike Interchange Improvements, Lexington, KY—Project Engineer. GS&P was responsible for the development of Phase II plans for improvements to the western half of the I-75/Ironworks Pike Interchange in preparation for the 2010 World Equestrian Games.

KYTC - I-65 Scoping Study, Louisville, KY—Civil Designer. GS&P was responsible for generating horizontal and vertical geometry for multiple alternatives, quantity and cost estimation, field investigation, assisting with public involvement and writing the draft study. KYTC retained GS&P to conduct a scoping study to evaluate improvements to ramps on I-65 from Crittenden Drive to St. Catherine Street in Louisville Metro. The purpose of the study was to investigate options for improving traffic flow, safety and access associated with ramps in the area.



RICHARD STORM, P.E.

SURVEYING/ROADWAY DESIGN



With over three decades of experience, Rick joined BA Engineers in 2010. He has a broad depth of project management and engineering expertise for water and transportation infrastructure projects. As director of Kentucky operations and a project manager, Rick provides project supervision and management, scheduling, professional staff supervision and quality control/quality assurance. He also is responsible for budgetary responsibility to the client and for direct client interaction to maintain delivery of the contract designs and evaluations. Projects completed under his supervision have included a variety of projects for various agencies. Rick's experience includes working for various municipal Owner agencies, including the Louisville Metro Public Works as the county engineer, the city engineer for the City of Louisville, and a senior engineer for Louisville and Jefferson County MSD. In addition, Rick has worked on numerous sanitary projects including Sanitary Sewer Evaluation and Survey (SSES).

EDUCATION

1988/Master of Engineering, University of Louisville, Speed Scientific School

REGISTRATIONS

Professional Engineer: KY, IN

MEMBERSHIPS/ AFFILIATIONS

Kentucky Society of Professional Engineers, member

American Society of Civil Engineers, member

American Public Works Association, Leadership

AWARDS/HONORS

American Public Works Association Kentucky Employee of the Year, 2005

Kentucky Society of Engineers, Achievement in Government Award, 2011

SAME Fort Knox Field Chapter President Award, 2016

YEARS OF EXPERIENCE

With BAE: 6

With other firms: 25

RELEVANT PROJECTS

Kentucky Transportation Cabinet - Old Henry Road Project, Louisville, KY—BA is part of the project team for the Old Henry Project for the Kentucky Transportation Cabinet. This project consists of roadway improvements from Bush Farm Road in Jefferson County to Ash Avenue in Oldham County. Under Rick's direction, BA is providing utility plan data integration and preliminary utility plans for each affected utility. This project is currently under Phase II Design.

Kentucky Transportation Cabinet - Southside Drive Project, Louisville, KY—BA is part of the project team for the Southside Drive project for the Kentucky Transportation Cabinet. This 1.14-miles of roadway experiences high traffic volumes, causing congestion and reduced safety. This project is currently in Phase I Design. Under Rick's direction,

BA is participating in the public involvement portion of the project including preparing the brochure for the public meeting.

East Market Street Improvements, Louisville, KY—Project Manager. BA's responsibilities included surveying East Market Street and the associated alleys and cross streets from I-65 to the Home of the Innocents, approximately 3,000 liner feet, not including the alleys and side streets. This project is currently under preliminary design.

Parkland Corridor Improvement Plan, Louisville, KY—BA is part of the project team for the Parkland Corridor improvement plan. BA is providing support in regard to Transportation Planning and Green Infrastructure and Public Involvement.

04

**LIST OF CLIENTS FOR
WHICH SIMILAR WORK
HAS BEEN PERFORMED**

04

LIST OF CLIENTS FOR WHICH SIMILAR WORK HAS BEEN PERFORMED



LOUISVILLE METRO GOVERNMENT

Buechel Bank Road, Rangeland Road, Hubbards Lane reconstruction projects

Mike Hudson
Project Manager
444 South 5th Street / Suite 400
Louisville, KY 40202
502.574.8824 / Michael.Hudson@louisvilleky.gov



LOUISVILLE METRO PARKS AND RECREATION

McNeely Lake Park Road, McNeely Lake Louisville Loop, Olmstead Parkway roadway projects

John A. Swintosky, PLA, ASLA / Landscape Architect
P.O. Box 37280
Louisville, KY 40233-7280
502.574.6435 / john.swintosky@louisvilleky.gov



LOUISVILLE ECONOMIC GROWTH AND INNOVATION

West Market Street Roadway and Streetscape Improvements

Scott Love
444 South 5th Street
Louisville, KY 40202
502.574.4140 / Scott.Love@louisvilleky.gov



CITY OF BOWLING GREEN PUBLIC WORKS

Shive Lane Reconstruction

Melissa Cansler, P.E.
1011 College Street
P.O. Box 430
Bowling Green, KY 42102
270.393.3000 / melissa.cansler@bgky.org



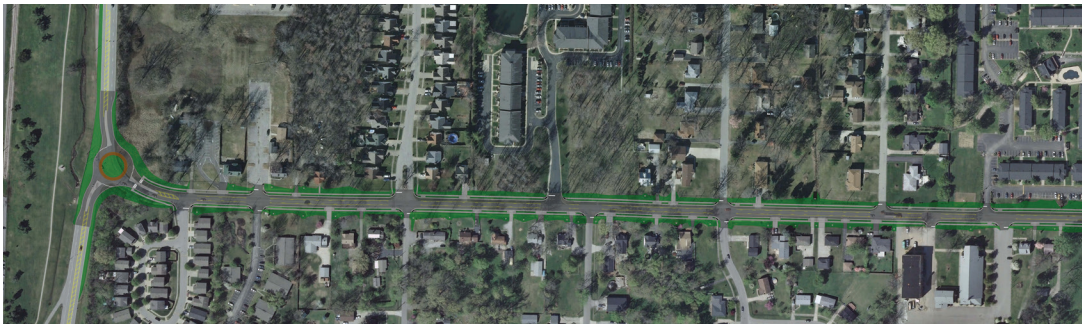
KENTUCKY TRANSPORTATION CABINET

Wilson Road Reconstruction (City of Radcliff City Street)

Gary Valentine, P.E.
200 Mero Street
Frankfort, KY 40622
502.210.5400 / Gary.Valentine@KY.gov

05

**LIST OF SIMILAR
PROJECTS WITHIN THE
DESIRED CATEGORY**



LOUISVILLE METRO BUECHEL BANK ROAD REDESIGN

LOUISVILLE, KENTUCKY

This project required alternative designs for the development of Phase I preliminary plans and Phase II final plans for 1-mile of roadway widening and realignment. The project included three realignment alternatives for the widening of a two-lane rural roadway to a three-lane urban roadway utilizing existing pavement whenever possible. Project includes a roundabout design as well.

SERVICES

Multilane Urban Design, Alternatives Analysis, Intersection Improvements, Drainage Design, Maintenance of Traffic, Roundabout Design, ROW Plans, Utility Coordination, Public Involvement

DATES

2012-Ongoing

COSTS

Final Construction: \$3,800,000



LOUISVILLE METRO WEST MARKET STREET REVITALIZATION

LOUISVILLE, KENTUCKY

GS&P partnered with the City's Department of Economic Growth and Innovation to develop strategies for physical improvements to 1.3 miles of the West Market Street corridor. GS&P engaged the community through an extensive public participation process that included a citizen task force made up of area stakeholders. The corridor was divided into distinct character districts reflecting current and desired land-use patterns. Physical improvements for the corridor were then identified to unify the corridor while providing a unique identity for each character district. GS&P was then retained for design development and construction documents. Final design included bump outs, travel lane reductions, new landscape areas, crosswalk improvements, and new curbs and sidewalks. Green infrastructure techniques were employed to reduce storm water infiltration into the City's combined sewer system.

SERVICES

Planning Document, Construction Engineering Inspection (CEI), Utility Coordination, ROW Acquisition Assistance, Streetscape Design, Landscaping, Green Infrastructure, Transit Coordination, Public Involvement

DATES

2010-2015

COSTS

Final Section 1: \$140,800
Estimate: Sections 2-4: \$1,700,000



KYTC DISTRICT 4 HARDIN COUNTY (WILSON ROAD)

FORT KNOX, KENTUCKY

This two-lane road connects the City of Radcliff to the Fort Knox Military Reservation. GS&P was selected by KYTC for the design-build of a new three-lane road with curb, gutter, storm sewers, sidewalks and a shared-use path. Design services included lighting, signals, right-of-way acquisition and utility relocation. The combination of sidewalk and shared-use path now connects US 31W to Saunders Spring Nature Preserve and a planned shared-use path running into Fort Knox. GS&P was also invited by the U.S. Army Corps of Engineers to participate in a value engineering study for the portion of Wilson Avenue inside the Fort Knox reservation. One component of the study included the evaluation of the location and type of multi-use trail that meandered along the roadway, which provided access to existing trailheads while still maintaining appropriate access along the roadway.

SERVICES

Construction Engineering, Inspection (CEI), Lighting Design, Signal Design, Traffic Engineering, Transportation Engineering, Utility Coordination, Utility Relocation

DATES

2006-2008

COSTS

Final Construction: \$3,150,435



LOUISVILLE METRO MCNEELY LAKE PARK ACCESS ROAD & TRAIL

LOUISVILLE, KENTUCKY

Opened in 1961, the 746-acre McNeely Lake Park is located in the southeastern quadrant of Louisville/Jefferson County, Kentucky and has established recreational uses. Metro Parks desired to provide approximately two miles of roadway, multimodal access and bicycle/pedestrian connectivity for the park, which would link several internal recreational activities while also providing connections through the park to surrounding neighborhoods and important area transportation corridors. The planned multi-use path will ultimately serve as part of the Louisville Loop, a 100-mile bicycle and pedestrian connector encircling the city. GS&P is providing planning and preliminary design services for the access improvements as well as the bicycle/pedestrian facilities.

SERVICES

Preliminary Design, Bicycle Planning, Pedestrian Planning, Transportation Planning, Construction Engineering Inspection (CEI), Utility Coordination

DATES

2012-2014

COSTS

Final Construction:
\$7,100,000



KYTC GREENWOOD ROAD

LOUISVILLE, KENTUCKY

Greenwood Road (KY 1931) is a two-lane rural facility with intermittent sections of widening for auxiliary lanes. The corridor is predominantly residential with pockets of commercial properties along with several churches and schools. With nearly all of the residential property having frontage on Greenwood, there is an abundance of closely spaced driveways and poorly defined commercial entrances. GS&P was retained to address the safety and capacity of this corridor and developed alternatives that looked at five-, four- and three-lane sections. After careful consideration and public input, the project team selected a three-lane urban section with a sidewalk and a multiuse path, which provides a continuous two-way left-turn lane while eliminating the need for any relocations.

SERVICES

Traffic Analysis, Transportation Engineering, Utility Coordination

DATES

2004-Present

COSTS

Final Construction:
\$7,400,000



CITY OF BOWLING GREEN SHIVE LANE EXTENSION

BOWLING GREEN, KENTUCKY

This project involved the widening and extension of the existing two-lane rural road to a five-lane urban roadway. It included dense commercial areas, multi-family housing and open farmland containing numerous sinkholes. GS&P prepared alternate alignments, grades, drainage design, right-of-way plans, erosion control plans and final construction plans for the extension.

SERVICES

Transportation Engineering

DATES

2006-2007

COSTS

Final Construction:
\$5,000,000

The project was located in a region known for its karst topography and cave systems. GS&P utilized modern best management practices to minimize impact. The project also included the reconfiguration of the Middle Bridge Road intersection along with improvements to the Lovers Lane and Searcy Way intersection, all coordinated with the KYTC.

06

**LOCAL
OFFICE**

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No.of Employees expected to work on DOE projects
Headquarters	Nashville, TN	April 1, 1967	400	0
Local Office	Lexington, KY	January 2016	3	3
PM Location	Lexington, KY			
Additional Office	Louisville, KY	February 5, 1995	21	6
SubConsultants				
Name:	BA Engineers, Inc.			
Service Provided	Survey, Roadway Design			
Headquarters	Boston, MA	September 7, 1976	75	0
Local Office	Louisville, KY	September 1, 2005	7	5
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

07

**DISADVANTAGED
BUSINESS ENTERPRISE
(DBE) INVOLVEMENT**

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INVOLVEMENT

GS&P works with clients across the United States that have some form of veteran-owned, minority-owned, women-owned, or small business enterprise participation program in which GS&P enthusiastically participates. We support these programs primarily by working with locally based firms as consultants on our projects. As part of these relationships, we negotiate for professional services and often provide mentoring to grow the capabilities of their staff. Our business objective is to develop project teams that provide value to the project, client and community. Helping to mentor and grow these local small businesses directly reinforces that objective.

Our efforts extend far beyond program compliance through meeting a specific percentage of contract dollars. When we begin the process of developing a project team, we do an initial evaluation of the

technical needs of the project, assess our internal staff availability and experience, and list opportunities where meaningful and measurable services can be provided by other team members, in particular veteran-owned, minority-owned, women-owned or small business firms. We prepare a short list of potential firms that provide the types of services required and that have shown a demonstrated capability to perform to our clients' standards. We contact these firms to gauge their interest and discuss the required scope of services. The resulting percentage of contractual involvement is the result of a mutual determination of what it will take to complete their assignment on the project.

We endeavor to achieve but usually exceed our clients' participation objectives. Strategically, we are building business relationships that transcend participation programs to

achieve our mission statement "to provide the best services for the built environment." Once we have an agreement to work together with our DBE partners, we integrate them, along with any other subconsultants, into the details of the project management plan, including staff roles and responsibilities, scope of services, deliverables, budget and schedule. Equally as important, we reinforce the technical competence of our minority-owned, women-owned or small business partners by incorporating them into the GS&P Quality Assurance process that we implement on every project assignment. This process is designed to provide the highest quality product and to support our ultimate goal of satisfied clients. The bottom line is that our fundamental objective is not just meeting participation goals, but developing involved, responsible teaming partners.

08

REQUIRED FORMS



G R E S H A M
S M I T H A N D
P A R T N E R S

GS&P has developed an affirmative action program to ensure workers who have traditionally been discriminated against in the job market—minorities, women, persons with disabilities, and Vietnam era and special disabled veterans, are provided equal employment opportunity.

As part of the program, GS&P engages in outreach and other efforts to broaden the pool of qualified candidates to include groups previously excluded. Our selection decisions - to hire, promote, or lay off - are made on a nondiscriminatory basis.

General Recruitment Activities include:

- All open positions are posted internally to offer the opportunity to all qualified employees.
- All open positions are posted on state employment websites.
- If outside recruiters are retained, we require them to sign a document acknowledging their agreement with our commitment to seek out a diversified candidate pool.
- Our University Recruitment Program focuses on identifying and interviewing minority and female students.
- Diversity Training is part of every new employee's initial orientation to the Firm.
- Appropriate EEO information is displayed in each of our offices throughout the country.

Minority and Women Focused Recruitment Activities include:

- Annual advertisement in the Southern Christian Leadership Conference- National Civil Rights Magazine
- Periodic job postings on diversity specific organization job boards (NSBE, SWE, NOMA, etc.)
- Continue relationships with schools traditionally known for their diverse population and affiliation with minority organizations to include: Auburn University, Ball State University, Clemson University, Georgia Institute of Technology, Mississippi State University, Ohio State University, Rose Hulman Institute of Technology, Tuskegee University, Tennessee State University, University of Alabama, University of Florida, University of Kentucky, University of Louisville, University of Tennessee, Virginia Technological University, Vanderbilt University
- Periodic advertising in National Organization Minority Architects (NOMA) magazine
- GS&P has been an active participant with Tuskegee University in Alabama, a historically black college that offers a very strong architectural program. Through that relationship, over 10 graduates have been hired and several of whom have been promoted to the status of Associates and Sr. Associates.
- GS&P advertises using the CareerBuilder.com network to expand its postings to other sites such sites as America's Job Bank and other leading diversity sites such as BlackEnterprise.com, BlackVoices.com, HispanicOnline.com, iVillage.com, and Hirediversity.com

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

To further develop our professional relationships and offer opportunities to minority companies and vendors, GS&P has established a data base of qualified Minority/Women/Diversity Business Enterprise (M/W/DBE) to serve as a company- wide resource of consultants who are interested and qualified to partner on specific projects.

Design Services For The Built Environment



GS&P's initial process included soliciting M/W/DBE's through newspaper advertisements in various cities, canvassing GS&P employees for referrals of qualified M/W/DBE's with whom we have partnered in the past, and researching government and trade organizations.

GS&P co-founded the Gresham, Smith and Partners Endowed Scholarship through the Broward Community College Foundation, committing to \$25,000 over 5 years. The scholarship is open to students completing an AA degree in architecture at BCC. Preference is given to black students and those who wish to attend Florida A&M University.

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

- National Society of Black Engineers - Employees attended the national convention in Boston, MA. The convention included a Career Fair which provided our firm an opportunity to recruit minority engineers.
- Women in Engineering - Two GS&P female engineers are active in the Women in Engineering organization at the Ohio State University as mentors for students.
- National Organization of Minority Architects - Over the years, GS&P has been represented by 10 employees who have served as officers for the National Organization of Minority Architects, which promotes the quality and excellence of minority design professionals.
- CABLE - GS&P has several female employees who are members of CABLE, a Nashville, TN based organization promoting business and leadership opportunities for women.

Kate Lee

Kate Lee
HR Manager

11/2/16

Date

AFFIDAVIT

Comes the Affiant, Marshall Elizer Jr., P.E., PTOE, and after being first duly sworn, states under penalty of perjury as follows:

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

Continued on next page

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

Further, Affiant sayeth naught.

R. Markel Ely

STATE OF Tennessee

COUNTY OF Davidson

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Melissa S. Higginbotham on this the 2nd day
of November, 2016.

My Commission expires: Sept. 11, 2017



Melissa S. Higginbotham
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

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

Gresham, Smith and Partners

Name of Business

Employment at this establishment - Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories		Number Of Employees (Report employees in only one category)													
		Race/Ethnicity													
		Hispanic or Latino		Not-Hispanic Or Latino							Female				
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers	1.1	0	0	25	0	0	0	0	4	0	0	0	0	0	29
First/Mid-Level Officials and Managers	1.2	1	0	25	0	3	0	1	6	2	0	0	0	0	38
Professionals	2	18	12	327	12	9	2	2	173	7	0	5	1	2	571
Technicians	3	4	2	23	3	1	0	0	11	4	0	0	0	0	48
Sales Workers	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	5	1	4	18	0	0	0	0	52	8	0	0	1	0	84
Craft Workers	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10	24	18	418	15	1	13	2	246	21	0	5	2	2	770
PREVIOUS YEAR TOTAL	11														

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 38-2016

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Bryant Engineers, Inc. 3407 Stony Spring Circle Louisville, KY 40220 502.775.5741	DBE, Veteran	Surveying and Roadway Design	TBD	15%
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.

Gresham, Smith and Partners
Company

11.2.2016
Date

Marshall Elizer Jr., P.E., PTOE
Company Representative

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

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

A. Termination for Cause

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

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

B. At Will Termination

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

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

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

11-2-16
Date



Marketing Number: 16200706839

Marketing Team: Farian, Salaway

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