

## Statement of Qualifications

Professional Engineering Services for

# Roadway Corridor and Intersection Design Planning

## Contract 1

Lexington-Fayette Urban County Government



November  
**2016**





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  
Statement of Qualifications for Professional Engineering Services for  
**Contract 1 – Roadway Corridor and Intersection Design Planning**

Dear Mr. Slatin:

As transportation professionals, you care about what you create and want it to last. As your trusted partner on local roadway projects, we are here to support you, to improve mobility, enhance safety, and create economic vitality. HDR is excited to have this opportunity to submit our qualifications to Lexington-Fayette Urban County Government for professional engineering services associated with the referenced project.

The core members of our dynamic and integrated team live here and work here. We recognize the importance of adding value to our local community by solving tough challenges and inspiring positive change. HDR's Lexington office has been collaborating with LFUCG on critical projects for more than 39 years, including Citation Boulevard, Liberty Road, and other successful roadway and intersection designs. The commitment we make to delivering quality solutions has always been a cornerstone of our ongoing success. Your success is our success.

In addition to our long-standing relationship with LFUCG, we have successfully delivered numerous projects for the Kentucky Transportation Cabinet throughout the Commonwealth. These projects demonstrate HDR's diverse capabilities as well as the trust we continually earn from our clients.

We look forward to working with LFUCG under this contract. Should you have any questions or need additional information, please contact me in our Lexington office or e-mail me at [ben.edelen@hdrinc.com](mailto:ben.edelen@hdrinc.com). Thank you for this opportunity and your consideration.

Sincerely,

Ben R. Edelen, PE, PLS  
Sr. Vice President/Area Manager



Firm Submitting Proposal: HDR Engineering, Inc.

Complete Address: 2517 Sir Barton Way Lexington, KY 40509  
Street City Zip

Contact Name: Ben Edelen, PE, PLS Title: Sr. Vice President/Area Manager

Telephone Number: 859.629.4800 Fax Number: 859.629.4801

Email address: ben.edelen@hdrinc.com







# 01 Firm Qualifications







# 01 Firm Qualifications

## HDR's Local Services

### Transportation

- Roadway Design
- Planning
- Traffic & ITS
- Traffic & Revenue Studies
- Bridges & Structures
- Electronic Technology
- Geotechnical
- Real Estate & Right of Way
- Surveying
- Transit Planning & Design
- Value Engineering
- Stakeholder Outreach
- Environmental Services

### GIS

- Data Collection, Creation & Conversion
- Development & Integration
- Spatial Analysis
- Cartography & GPS

### Geotechnical

- Investigation
- Analysis
- Design

### Sustainability

- Green Infrastructure
- Renewable Opportunities
- Envision® Certifications

### Construction & Operations

- Contract Administration & Management
- Shop Drawing Reviews
- Resident Representatives

## Our Story

We believe that the way we work can add meaning and value to the world. We specialize in engineering, environmental, and construction services. While we are most well-known for adding beauty and structure to communities through smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary engineering teams also include scientists, economists, builders, analysts, and artists.

**HDR's operating philosophy is to be an expertise-driven firm that delivers tailored solutions through a strong local presence.** Our

ability to draw upon company-wide resources and expertise is a great strength in meeting and exceeding your expectations. HDR provides a comprehensive suite of services and similar project experience, as demonstrated in detail throughout this document.

## History & Size

HDR was founded in 1917 and maintains regional offices in Lexington, Louisville, and Paducah Kentucky; and Nashville, Memphis, and Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to our local communities. We emphasize communication and responsiveness on all of our projects, and work in partnership with our clients to design solutions that meets the community's needs.

## Service Areas

HDR provides total infrastructure solutions that help clients manage complex projects in the following areas:

- Roadway Design Planning
- Traffic & ITS
- Alignment Studies
- Surveying
- GIS
- Geotechnical
- Value Engineering
- Environmental Services
- Sustainable Design
- Construction Services

At HDR, we uncover new ways of thinking and different ways of doing, carefully determining the right way forward for all of us. We take the time to get to know people, creating a network of meaningful relationships around the world.

## Qualifications

Meeting the mobility needs of the 21st century and beyond requires strategy and foresight. Our ability to bundle design, procurement, real estate, public involvement, and economics and financial services allows us to guide your project from concept to implementation and help you maximize the return on your transportation investment. Our technical expertise encompasses a bevy of disciplines, including roadway, structural, traffic, geotechnical, environmental, visualization, project controls and much more.



As a full-service firm, we offer a vast range of design capabilities. From local roadway design to the most complex highways, interchanges, and structures, we deliver cutting-edge ideas to meet our clients' every need.

### Urban Roadway Design

From the earliest stages of concept to implementation, we aim to maximize the return on your investment through our ability to bundle design, procurement, real estate, public involvement, and economic and financial services.

Urban roadway systems have evolved to include multi-lane highways, freeways, and high-occupancy vehicle lanes. Our roadway professionals apply the latest industry standards and techniques – including 3-D design – to the many elements of a roadway. We facilitate the design process by coordinating with our other in-house disciplines to adhere to federal, state, and local design criteria. Our designs also consider the wider social, economic, and environmental

contexts; we employ innovative materials and construction techniques, and seek to preserve historic, scenic and environmental resources. Our focus is on designing safe, efficient travel conditions for every project.

HDR's local project team members have enjoyed a 39-year relationship with Lexington-Fayette Urban County Government (LFUCG), including more than 30 years of roadway project design experience, including:

- Citation Boulevard Study, Section I and II Design, Phase I Design and Environmental Assessment
- Liberty Road Study, Preliminary Design, and Section I Final Design
- Starshoot Parkway Extension
- Limestone Street
- Clays Mill Widening at Man O' War Boulevard
- Expansion Area Boulevard Design Study Report
- Man O' War Boulevard
- Martin Luther King Jr. Boulevard
- Cornwall Drive Culvert
- Trinity Road Stormwater Improvements
- Halifax Culvert Improvements

This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on-schedule and within budget.

### Sustainability

We partner with our clients to deliver integrated sustainable solutions. More than two decades ago, we established our sustainable solutions program to integrate sustainability into all of our business practices. Our specialists are leaders in climatology, natural resources, renewable energy, Envision®, LEED, commissioning, measurement and verification, and community planning. This allows us to provide you with solutions that are good for your business, your communities, and for our planet.

### Our Commitment to You

At HDR, we do things right to make great things possible, for you. We listen first to understand your needs, then design smart and keep you involved throughout every step of every project to assure that your goals are met. This is our commitment to LFUCG.





## 02 Project Team





# 02 Project Team

## The Right Team

Successful roadway corridor and intersection projects require a talented and experienced team of professionals who can dedicate themselves to achieving LFUCG’s goals. In response, HDR has assembled a project team that offers unmatched experience conquering challenges identical to those that may be present on your projects.

The HDR project team has been carefully crafted to leverage the knowledge and experience of our local resources to effectively meet your goals. Resume summaries are

provided on the following pages, highlighting our Project Manager’s expertise and other key team members’ specific qualifications.

## Continuity of Personnel & Risk Management Plan

Our employee owners fuel our entrepreneurial culture and help instill accountability. Minimizing turnover is critical to our future and the successful execution of long-term contracts. However, we have established transition plans, should a staff member need to be replaced,

and have successfully completed transitions when necessary. Likewise, should our currently named project manager position need to be filled by others, we have equally qualified candidates already named among the remaining roster of engineers.

Once we begin a project and our project manager is assigned, we commit the availability of this project manager for the life of the project.

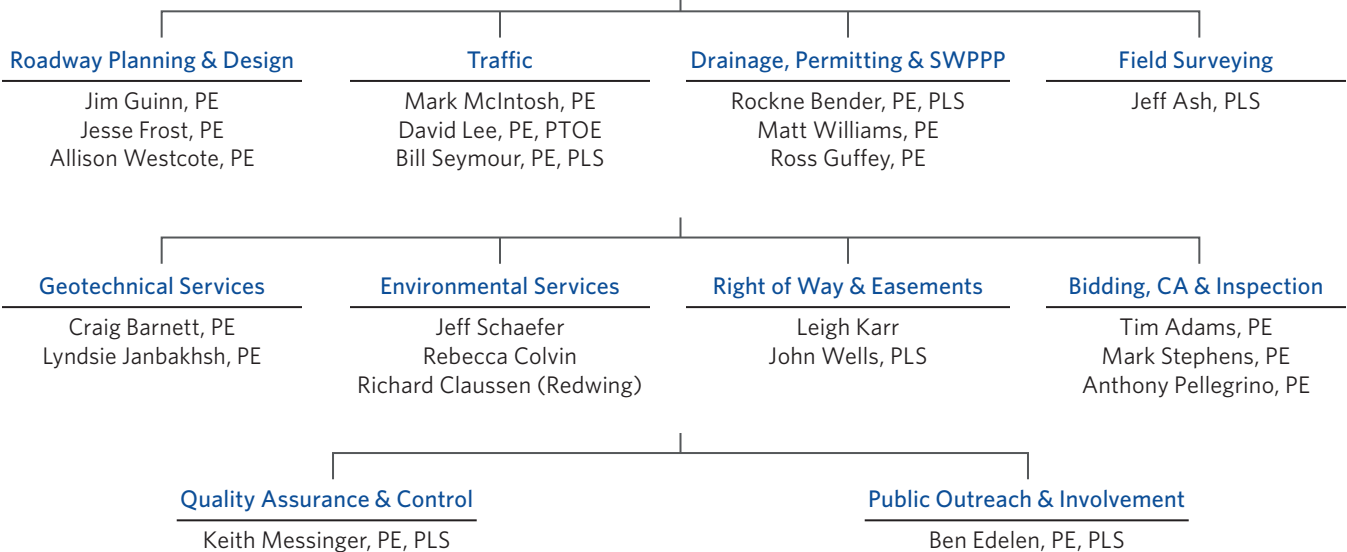


### Project Manager

Joe Cochran, PE

### Principal-in-Charge

Ben Edelen, PE, PLS





# Resume Summaries

**Our greatest asset is our people.** For your project, we have customized a team to leverage the knowledge and experience of our technical resources to effectively meet your goals. Most of our team members have a long history with our organization, creating a stable leadership core to guide long-term strategies and daily operations. The following resume summaries highlight the expertise and commitment of HDR's Project Manager and other key team members' specific qualifications. Detailed resumes for all team members are available upon request.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

**EDUCATION**  
B.S., Civil Engineering,  
University of Kentucky

**REGISTRATION**  
Professional Engineer:  
KY, OH

## Joe Cochran, PE

### Project Manager

Joe has more than 21 years of experience on complex and high-profile transportation engineering and highway design projects. He has served as Project Manager and Project Engineer on a multitude of roadway and intersection planning and design projects, including geometric and drainage design, preparation of plans, assisting in survey work, and leading public involvement.

As HDR's Kentucky Highway Section Manager, Joe's responsibilities regularly include management of projects, roadway design and coordination of teams and supervision of others. Joe has served as Project Manager on numerous multi-disciplined teams throughout his career. His strong organizational skills and ability to team build have led to successfully completing complex and challenging design projects while navigating through obstacles as they arise. His ability to motivate others and create a sense of team continues to keep projects on track and within budget.

### **New Circle Road Improvements, Fayette Co., KY**

Project Engineer for the \$58 million widening of New Circle Road from four to six lanes.

### **Liberty Road/Todds Road (KY 1927) - Fayette Co., KY**

Preliminary plans with environmental documentation and Final Design for Section I.

### **Starshoot Parkway, Fayette Co., KY.**

Extension of Starshoot Parkway approximately 950 feet to tie to Liberty Road Section 1A.

### **Nicholasville East Bypass Phase I and II, KYTC - District 7, Jessamine Co., KY**

Design for the \$73 million Bypass which include a Single Point Diamond Interchange to connect the proposed and existing Bypass to US 27 north of Nicholasville.

### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Project Engineer for design study report and Phase I and Project Manager for Phase II plans for a 5.2 mile a 4-lane divided arterial highway.

### **I-75 Noise Abatement Project, LFUCG, Fayette Co., KY**

Project Manager for preparation of preliminary design and development of final construction plans for a noise wall along southbound I-75 in Lexington.

### **U.S. 68, Fayette and Jessamine Co., KY**

Project Engineer for Phase I preliminary alternative design and Phase II final construction plans. An environmental assessment was performed during the Phase I design and a Finding of No Significant Impact (FONSI) was approved.

### **Mountain Parkway Widening Phase I, Wolfe Co., KY**

Design Lead for Phase I design, environmental studies, and document preparation of the 11-mile section of Mountain Parkway from KY 191 to West of KY 205.

### **Kentucky Horse Park Internal Roadway Improvements, Fayette Co., KY**

Project Manager for the final design stage of the project which included preparation of final plans and specifications for improvements to four internal roadways and a new connector road and parking area.



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2517 Sir Barton Way  
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### **Ben Edelen, PE, PLS**

#### **Principal-in-Charge, Public Outreach & Involvement**

Ben, a Senior Vice President with HDR, has over 33 years of experience on major roadway projects throughout the Commonwealth of Kentucky. His impressive career includes over \$1 billion in successful transportation projects. Ben's general expertise includes roadway and intersection planning, design, and preparation of plans; supervision of teams, coordination of subconsultant's representatives and representatives of LFUCG. Ben is ultimately responsible for stakeholder communication, timely completion, and the high quality of work you've come to rely on HDR to provide.

#### **New Circle Road Improvements, Fayette Co., KY**

Project Manager for the \$58 million widening of New Circle Road from four to six lanes.

#### **World Equestrian Games, Statewide Transportation Planning & Design, Fayette Co., KY**

Project Manager providing transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park.

#### **Nicholasville East Bypass, Jessamine Co., KY**

Principal-in-Charge for Phase I and II design for the \$73 million Bypass which included a single point diamond interchange .



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### **Jim Guinn, PE**

#### **Roadway Planning & Design Lead**

Jim, one of HDR's premier roadway senior project managers, has over 31 years of transportation engineering experience and has served as Project Manager and Engineer on numerous successful projects across the Commonwealth, including his involvement in the planning and design of Liberty/Todds Road Improvements, Man-o-War Boulevard, and Martin Luther King Boulevard projects with LFUCG. His overall experience includes design, preparation of plans, public involvement, and project team management.

#### **New Circle Road Improvements, Fayette Co., KY**

Design Engineer for the \$58 million widening of New Circle Road from four to six lanes.

#### **South Limestone Streetscape Design-Build - Fayette Co., KY**

Traffic control plans for lane closure and detours during the South Limestone Complete Street Design near the University of Kentucky campus.

#### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Project Engineer for design study report and Phase I and II plans for a 5.2 mile a 4-lane divided arterial highway.



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### **Mark McIntosh, PE**

#### **Traffic Lead**

Mark McIntosh has abundant experience as a project leader and team member for traffic impact studies, traffic signal design, transportation field studies, temporary traffic control plans, guide signage, traffic modeling and computer simulation. Mark is also strongly involved in land development planning, zoning, successful completion of subdivision plats, and development plans.

#### **KY 4/US 421 Interchange, Fayette Co., KY**

Provided Phase I & II Design for improvements to the ramps, US 421 and widening of KY 4.

#### **KYTC Statewide Traffic Engineering Services**

Project Engineer responsible for services as requested by the KYTC as needed.

#### **Traffic Impact Studies, Lexington, Georgetown and Frankfort, KY**

Prepared 10 traffic impact studies complementing zone change requests and updates for the regional Hamburg Place destination in Lexington and other sites in Georgetown and Frankfort.



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### **Rockne Bender, PE, PLS**

#### **Drainage, Permitting & SWPPP Lead**

Rockne has over 30 years of professional experience in research, planning, and design of drainage systems for roadway and land development projects. An invaluable asset to HDR's Lexington office, Rockne offers a wide range of expertise, including design of storm drainage systems, collection/conveyance systems, and roadway improvements.

#### **South Limestone Streetscape Design-Build - Fayette Co., KY**

Drainage planning and design during the South Limestone Complete Street Design.

#### **Central Baptist Hospital - Hospital expansion, Fayette Co., KY**

Responsible for construction plans for storm water drainage/detention, sanitary sewer and water service.

#### **New Circle Road Improvements, Fayette Co., KY**

Project Engineer for the \$58 million widening of New Circle Road from four to six lanes.



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### **Jeff Ash, PLS**

#### **Field Surveying Lead**

Jeff has over 38 years of Land Surveying experience and currently serves as Survey Manager for HDR's Kentucky Department. His extensive experience includes estimating and scheduling surveys, survey processing and review for quality assurance, and maintaining project deadlines. Jeff's experience also includes establishing existing boundaries and preparation of right-of-way strip maps/parcels for acquisition on highway projects; GPS static/fast static with post-processing to establish aerial and survey control monuments; surveying performed with conventional methods and GPS RTK surveys; and ALTA/ACSM land title surveys, final record plats and other boundary surveys.

#### **New Circle Road Improvements, Fayette Co., KY**

Set high accuracy targets for mobile LIDAR at 800-foot intervals to map and model existing pavement, completed topo field checks, coordinated with utilities

#### **Nicholasville East Bypass, Jessamine Co., KY**

Set aerial mapping control points, all core holes, and established all existing right of way and property corners

#### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Survey Manager for design study report and Phase I and II plans for a 5.2 mile 4-lane divided arterial highway.



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### **Craig Barnett, PE**

#### **Geotechnical Services Lead**

Craig leads HDR's Geotechnical section for the Lexington office and is responsible for various geotechnical projects including slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for roadways designed in various geologic regions.

#### **LSIORB Kennedy Interchange, Louisville, KY**

Geotechnical engineering analyses for approximately 20 bridges throughout the downtown Louisville interchange, including formulations of recommendations.

#### **I-66 Geotechnical Exploration, Pike Co., KY**

Geotechnical Engineer in charge of coordinating three drill crews during field operations involving approximately 4,500 feet of rock coring.

#### **KY-15 in Perry Co., Value Engineering Study, KY**

Participated in the Value Engineering project as a VE Team Member for improvements to KY 15 between the KY 15 Bypass and Morton Blvd.



**OFFICE LOCATION**  
401 West Main Street  
Louisville, KY 40202

## Jeff Schaefer

### Environmental Services Lead

Jeff, Environmental Program Manager for HDR's Kentucky operations, is an environmental scientist with over 26 years of professional experience. Prior to his retirement from the KYTC in 2014, he was the District 4 and 5 Environmental Coordinator for 13 years, overseeing and implementing the environmental compliance process. He coordinated the monitoring and reporting requirements for project specific environmental compliance by maintaining knowledge of and interpreting permits, laws and regulations, collecting and reviewing data, preparing, submitting and presenting environmental documents to federal, state, and local agencies and maintaining the environmental record for each. He authored hundreds of NEPA documents and oversaw dozens of EA/FONSI projects during his tenure at the KYTC.

**Kentucky Transportation Cabinet, Statewide Environmental Studies (2016-2018), Statewide, KY**  
Managing HDR's Statewide Environmental Studies agreement with the KYTC's Division of Environmental Analysis.

**Louisville Metro Government, The New Dixie Highway (15 Miles), Jefferson Co., KY**  
Managing the NEPA process for this Bus Rapid Transit, street improvement, and access management project in southwest Jefferson County.



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Lexington, KY 40509

## Leigh Karr

### Right of Way & Easements Lead

Leigh Karr, with over 30 years of experience, recently joined HDR as Right of Way Project Manager. Prior to HDR, Leigh served as Right-of-Way and Utilities Supervisor for LFUCG for 22 years. His experience also includes ROW lead agent, negotiating with property owners and tenants, conducting/reviewing appraisals, coordinating inspectors and appraisers, acquiring easements, assisting in design issues, preparing and reviewing appraisals, property management, reviewing ownership documents, and preparing condemnation packages.

**Louisville Bridges, Section 4, KYTC, Jefferson Co.**

Oversight of acquisition and relocation services involving 109 parcels for this highly sensitive I-265 extension project.

**KY 114 Mountain Parkway Utility Easements, KYTC, Magoffin Co., KY**

Obtained the utility easements for various entities across 22 parcels.

**KY 44 Intersection, KYTC, Bullitt Co., KY**

Right-of-Way Agent. Responsible for MARS evaluations, negotiations, tendering offers, relocation services, Acquisition Payment packets and closings.



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## Tim Adams, PE

### Bidding, CA & Inspection Lead

Tim joined HDR following a 23-year career with the Kentucky Transportation Cabinet, where he served in a number of engineering management positions, including one year as Branch Manager of Construction in Fayette County (District 7). His experience in all areas of project development and delivery includes construction surveys, location and design, right-of-way, contract document preparation and interpretation, constructability reviews, value engineering, and field implementation. Tim has administered many different types of contracts from bridge replacements, spot improvements; slide corrections, to major interstate and urban construction.

**I-75 Southbound and Northbound Improvements, Fayette Co., KY.**

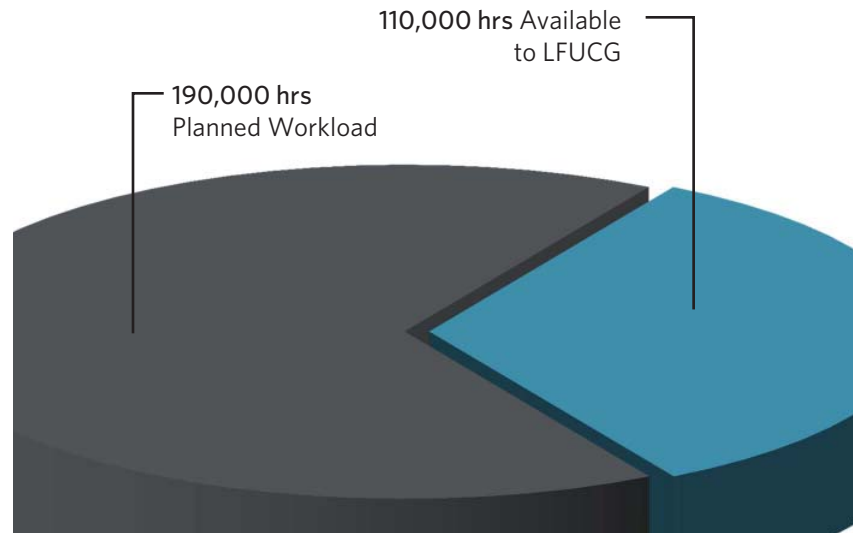
Rehabilitation of the southbound and northbound pavement.

**I-64 Van Meter Road Interchange, Clark Co., KY**

Reconstruction of the interchange and bridge over I-64 to accommodate increased traffic and the future expansion of the industrial park.



Together, we make great things possible. Identifying your unique needs, we pull together the top minds and resources to design the smartest solutions for your challenges.



## Workload & Commitment

We understand the importance of meeting project schedules. The capacity to accomplish work in a strict timeframe requires strong and experienced leaders backed by skilled team members. Our personnel are committed to providing sufficient time and effort to produce a quality product.

Not only do we understand the importance of meeting project schedules, we understand our clients' needs for selecting the right team members for each job. As previously discussed and highlighted by our project team organizational chart, **HDR offers the depth of experienced personnel to meet any of LFUCG's needs, and the flexibility to customize our team to each phase of this project, as needed.** With this in mind, our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration. We follow well established and time proven procedures to manage our project work. You can rely on us to successfully deliver this project.

HDR has an annual Kentucky staff capacity of approximately 300,000 hours, of which approximately 190,000 hours are planned, leaving 110,000 hours of capacity remaining for future work. Therefore, we do not anticipate any workload problems associated with completing upcoming roadway corridor and intersection design projects. Ben Edelen, Joe Cochran, Jim Guinn, and other key personnel, are positioned to begin work immediately. Our local staff of approximately 150 professionals and support staff can be supplemented on an as-needed, cost-effective basis with other HDR offices if required, on this project.



## **03** List of Similar Clients







## 03 List of Similar Clients

Our goal is to set the industry benchmark for excellence in services we provide to our clients. We accomplish this through work well done, staying true to purpose, and exercising discipline.



Our team of professionals has proven experience and extensive capabilities in the areas identified in the Scope of Services. **The following presents client references highlighting the HDR team’s overall capabilities for successful management on similar projects.** We encourage you to contact these individuals to learn more about our past experience.

**Bob Bayert, PE**, Engineering Section Manager  
Lexington-Fayette Urban County Government  
101 East Vine Street, 4th Floor, Lexington, KY 40507  
☎ 859-258-3410 | ✉ [bobb@lexingtonky.gov](mailto:bobb@lexingtonky.gov)

Similar Projects: Citation Boulevard, Liberty Road, Starshoot Parkway Extension, Man O’ War Boulevard

**Andrew Grunwald, PE**, Municipal Engineer Senior  
Lexington-Fayette Urban County Government  
101 East Vine Street, 4th Floor, Lexington, KY 40507  
☎ 859-258-3410 | ✉ [agrunwal@lexingtonky.gov](mailto:agrunwal@lexingtonky.gov)

Similar Projects: Citation Boulevard

**Keith Lovan, PE**, Municipal Engineer Senior  
Lexington-Fayette Urban County Government  
101 East Vine Street, 4th Floor | Lexington, KY 40507  
☎ 859-258-3410 | ✉ [Klovan@lexingtonky.gov](mailto:Klovan@lexingtonky.gov)

Similar Projects: Liberty Road, Starshoot Parkway Extension

**Robin Sprague, PE**, Project Development Branch Manager  
Kentucky Transportation Cabinet, Department of Highways, District 7  
763 West New Circle Road | Lexington, KY 40512  
☎ 859-246-2355 | ✉ [Robin.sprague@ky.gov](mailto:Robin.sprague@ky.gov)

Similar Projects: Liberty Road, New Circle Road

**Joshua Samples, PE**, Project Manager  
Kentucky Transportation Cabinet, Department of Highways, District 7  
763 West New Circle Road | Lexington, KY 40512  
☎ 859-246-2355 | ✉ [Joshua.samples@ky.gov](mailto:Joshua.samples@ky.gov)

Similar Projects: Citation Boulevard, Liberty Road, New Circle Road





## 04 Similar Project Experience





## 04 Similar Project Experience



### **New Circle Road (KY 4) Widening**

*Kentucky Transportation Cabinet – D7, Fayette County, Kentucky*

HDR Engineering provided Preliminary and Final design for 3.8 miles of widening on New Circle Road (KY 4) from Versailles Rd. (US 60) to Georgetown Road (US 25). Work began by evaluating the capacity and assessing deficiencies on New Circle Road and the interchanges at Leestown Road (US 421) and Old Frankfort Pike. Final design included adding an additional lane in each direction on New Circle Road along with the reconstruction of two interchanges, the replacement of six bridges and the extension of two box culverts.

HDR led the project team in a one week long workshop at the beginning of final design to determine the proper interchange types for the project. Using design year traffic projections the team utilized VISSIM to analyze the operations for the proposed Leestown Road Double Crossover Diamond (DCD) and used Synchro for other interchange types. Ultimately the team selected a standard Diamond configuration for Old Frankfort Pike and a Double Crossover Diamond (DCD) for Leestown Road – only the second interchange of this type to be built in Kentucky.

During design development close coordination with numerous public and private stakeholders including local agencies, utility companies, multiple railroads, local businesses and property owners was maintained. Public outreach also included the development of a project website. Construction of Phase I from Versailles Road to Leestown Road started in the fall of 2014 was complete fall of 2016.

Final Design for the Phase II from Leestown Road to Georgetown Pike is still in progress.



### **Various Statewide Services Contracts**

*Kentucky Transportation Cabinet - Multiple Districts, Statewide*

HDR has provided a variety of engineering services, across the Commonwealth, through KYTC's Statewide (SW) Services Program, which is very similar to LFUCG's Professional Engineering Services. Over the past eight years HDR has held, or currently holds, SW Service Contracts for Roadway Drainage Design, Value Engineering, Highway Safety Improvement Program (HSIP), Right-of-Way Services, Local Public Agencies (LPA), Environmental, Roadway Design, Construction Management, Traffic, and Roadway Signing.

Projects under these SW contracts include a wide spectrum of transportation engineering services that demonstrate HDR's deep bench expertise. Under our SW Roadway Design contract, our engineers and professional staff have successfully completed more than 10 roadway assignments, including road widening, adding turn lanes, and small bridge replacement designs. We have also completed numerous assignments for traffic studies, signal designs, and roadway signing and striping designs. Currently we hold a number of SW assignments through our environmental, right-of-way, drainage, and HSIP contracts. These projects highlight HDR's unique ability to meet the needs of our clients and to successfully deliver projects of various types and complexities.





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## **LibertyRoad/Todds Road (KY 1927)**

*Lexington-Fayette Urban County Government, Lexington, KY*

Liberty/Todds Road, an arterial highway, is a strategic part of the Lexington Area Metropolitan Planning Organization Transportation Plan. The project corridor extends from east of I-75 to New Circle Road and is divided into three sections. HDR prepared preliminary plans, complete with an environmental documentation (Phase I Design), and Final Design for Section I, South of Andover Forest to North of Eastland Church of God.

The project was complex due to the changing typical sections and the need to limit impacts to the existing corridor. The project was an urban design with curb and gutter and fluctuated from a four-lane grass median divided roadway to a three-lane section. All typicals incorporate a bike lane. Many public meetings and neighborhood participation created a positive public response and provided a context-sensitive design that has public approval. Various issues included:

- Minimizing impact to existing residential and commercial properties.
- Minimizing the typical section through the residential to a three-lane section.
- Addition of bike lanes to promote bikeway connectivity between “Rails to Trails,” LFUCG Public Park, and the Expansion Area Boulevard.

The Phase I Design was completed for all three sections of Liberty/Todds Road and culminated with a Categorical Exclusion for the project. The Final Design of Section I began when the Phase I design was completed. Section I was broken into two subsections. Section 1A was completed in 2008 at a cost of \$7,500,000. Section 1B was completed in October 2010 at a cost of \$3,000,000.



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## **Citation Boulevard Phases I & II**

*Lexington-Fayette Urban County Government and Kentucky Department of Highways*

Citation Boulevard, today, is a four-lane divided arterial highway from Leestown Road to Newtown Pike, a distance of over 4.4 miles, creating a partial bypass for Lexington. The final 0.8 miles of the roadway changes from an arterial to collector from Newtown Pike to Russell Cave Road and narrows to a 40-foot street. HDR prepared the Design Study Report and Preliminary and Final Design plans for this critical roadway.

Six alternate alignments with various combinations were evaluated as part of a corridor location study from west of Leestown Road to Coldstream Farm. As alternates were developed, meetings were held involving LFUCG and KYTC to discuss and eliminate alternatives. A preferred alignment was determined and preliminary line and grade plans were approved. HDR met a fast-track deadline for final plans for Phase I, including FONSI approval.

At the onset of Phase I construction, water quality was a major emphasis. A dual storm system was designed to separate paved surface runoff from vegetative runoff. Stormceptors and bio-basins were utilized to improve the water quality before being released in the Cane Run Aquifer.

The Phase II construction project began in the summer of 2013 and was part of a combined construction letting with the Leestown Road improvements and widening project prepared by KYTC District 7. The Phase II section includes a new bridge for a stream crossing of Bracktown Branch and a new bridge crossing the Norfolk Southern Railroad. The project was completed and opened to traffic in September 2015.



## 05 Local Office





# 05 Local Office

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees Expected to work on DOE Projects
Headquarters	Omaha, NE	1917	10,000	0
Local Office	2517 Sir Barton Way Lexington, KY 40509	1989	65	20
PM Location	Shelbyville, KY			
Additional Office Location	401 W. Main St, Suite 500 Louisville, KY 40202	1948	35	2

## Subconsultants


### 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 subconsultants 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 part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluation 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 DWQ finds that the identified sub-consultants are not being utilized to deliver assigned work products.







# 06 DBE Involvement





# 06 DBE Involvement

**HDR understands that the success of our projects is defined not only in the development of quality products, but also by the measure of our support for equitable opportunity programs.** A diverse team of consultants will benefit LFUCG through dynamic interaction and problem solving from firms and individuals with differing perspectives. Resulting solutions thereby improve team effectiveness and project outcomes. As such, our DBEs are considered valuable partners.

Our goal is to engage the best minds and resources to deliver the right solution for you. We accomplish this by combining proven processes, systems, and resources to create a cohesive project team. For this contract, we have enlisted Redwing Ecological Services, Inc. (WBE). Redwing has been a part of our team on several previous successful projects and will provide environmental services, including permitting efforts and ensuring regulatory compliance with projects assigned under this contract.



## Redwing Ecological Services, Inc.

Contact: Richard Clausen  
1139 South Fourth Street  
Louisville, KY 40203

Stringent federal, state and local regulations govern land and water development, particularly natural habitats. Redwing helps clients proactively handle ecological regulatory requirements, remaining attuned to client goals, providing high-level technical service, integrity, and cost-effective solutions for any size project.

Redwing takes pride in the high level of expertise offered to clients. They employ a diverse team of aquatic biologists, botanists, wildlife biologists, wetland scientists, environmental scientists and engineers with a broad range and depth of experience in natural areas consulting. This experience, gained through formal training and extensive field work, is complemented by their commitment to on-going training, workshops, and independent research to remain up to date with current regulations and industry trends.

Redwing's ability to address ecological issues in a proactive and efficient manner is also based on a strong working relationship with numerous U.S. Fish and Wildlife Service regional and field offices, as well as many state wildlife agencies. Redwing professionals have specialized training/experience and are certified to survey for threatened/endangered species including Indiana bat (*Myotis sodalis*), gray bat (*Myotis grisescens*), freshwater mussels, and running buffalo clover (*Trifolium stoloniferum*).

Their professional experience and proficiency enables Redwing to successfully address clients' ecological needs throughout the United States.





# **A** Local Workforce Analysis







# A Local Workforce Analysis

The local staff of HDR has enjoyed a 39-year relationship with LFUCG. HDR has over 120 coworkers assigned to our local offices, including more than 50 professionals in our Lexington office, located on Sir Barton Way. It is anticipated that the work associated with this project will be coordinated in HDR's Lexington office. The following information is presented within this section:

- Workforce Analysis Form
- Equal Opportunity Agreement
- Affirmative Action Program

HDR's full Equal Opportunity and Affirmative Action Program is available upon request. The total program is over 150 pages and is available in hard copy or as a PDF.

## Workforce Analysis Form

Name of Organization: HDR Engineering, Inc./KY Area

Date: 11/10/2016

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators & Managers	32	21	11							21	11
Professionals	82	68	10				1	3		71	11
Superintendents											
Supervisors											
Foremen											
Technicians	63	51	6			2	1	3		56	7
Protective Service											
Para-Professionals											
Office/Clerical	7	1	5				1			1	6
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>184</b>	<b>141</b>	<b>32</b>			<b>2</b>	<b>3</b>	<b>6</b>		<b>149</b>	<b>35</b>

Prepared By:

Patty Van Vooren, Kentucky Diversity Officer

Name & Title

## 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.*

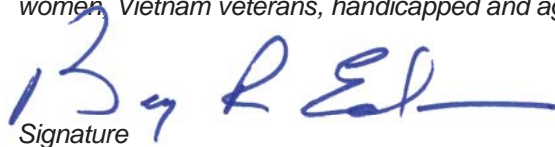
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The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed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

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

### Bidders

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

  
Signature

**HDR Engineering, Inc.**

Name of Business



## Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to ancestry, race, color, sex, sexual orientation, genetic information, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status, gender identity, transgender status, Vietnam Era Veteran, recently separated, special disabled, and other protected veterans or any other basis prohibited by law, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR will not subject employees and applicants to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunities for individuals with disabilities or protected veterans; or because they opposed any act deemed unlawful by any of the above referenced laws; or because they exercised any other right under Section 503 or Section 4212.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Judith Webster, Senior Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

George A. Little P.E.  
Chairman and CEO

August 20, 2014

[Connecticut Equal Employment Opportunity Policy](#)  
[Minnesota Equal Employment Opportunity Policy](#)  
[New Jersey Equal Employment Opportunity Policy](#)  
[California and Washington Equal Employment Opportunity Policy](#)  
[San Francisco, CA Equal Employment Opportunity Policy](#)

# HDR Engineering, Inc.

## Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

**Employee Referral Program** - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

**Tuition Reimbursement** - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

**Job Posting** - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

**Performance Appraisal and Development Program** - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company

**HDR Engineering, Inc**





## **B** Affidavit





## AFFIDAVIT

Comes the Affiant, HDR Engineering, Inc., and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.

Ben R. Edelen

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Ben R. Edelen on this the 10th day  
of November, 2016.

My Commission expires: 10/21/2020



Robyn Cheatham  
NOTARY PUBLIC, STATE AT LARGE



# C M/WBE Participation Form







**LFUCG MWDBE PARTICIPATION FORM**

Bid/RFQ/Quote Reference # RFQ #38-2016

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/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. <b>Redwing Ecological Services, Inc.</b> 1139 South Fourth Street Louisville, KY 40203	WBE	Environmental Services	TBD	> 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/RFQ/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.

**HDR Engineering, Inc.**

Company

**11/10/2016**

Date

Company Representative

**Sr. Vice President / Area Manager**

Title





## D General Provisions

## **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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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

11/10/2016  
Date



2517 Sir Barton Way  
Lexington, KY 40509  
859.629.4800

**hdrinc.com**

We practice increased use of sustainable materials and reduction of material use.

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