



March 26, 2014

Ms. Theresa Maynard, Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, Kentucky 40507

**RE: RFP #13-2014 Request for Qualifications for Professional Engineering Services**

I am very pleased to submit qualifications for review to pre-qualify CARMAN for **pedestrian, bike, or multimodal trail design/planning** with the Lexington-Fayette Urban County Government. We are uniquely qualified to provide professional planning and design services. CARMAN is a Landscape Architectural, Urban Planning and Civil Engineering company that was established in 1980 and has provided professional services to a wide variety of public and private sector clientele since that time.

Submission of qualifications ensures full commitment to landscape architecture, civil engineering, and urban planning services should the CARMAN office be selected to provide professional design and planning services.

The CARMAN office is permitted with the Kentucky Board of Engineering and Land Surveying. As well, CARMAN is pre-qualified with the Kentucky Transportation Cabinet in four categories:

1. Rural Roadway Design
2. Urban Roadway Design
3. Construction Project Supervisor
4. Pedestrian and Bicycle Facility Planning and Design

The CARMAN office offers 34 years of planning and design experience in Lexington, Kentucky. Relevant pedestrian, bicycle, and multimodal trail experience includes, but is not limited to:

**2<sup>nd</sup> Street Transportation Enhancement Project – Louisville, KY**

CARMAN's role as Landscape Architects and Engineers was to reveal and emphasize the richly layered and historic landscape of 2nd and Washington Streets. Thus, the understanding, planning and design of these streetscapes and critical intersections at River Road became a vital component as the design insures a compatible and functional use by pedestrians, cyclists and vehicles. The spaces leading into and surrounding the Arena were energized with a magnetic appeal that allowed the space to become destination portals for this newly created urban space. KSLA Design Award 2013.

**Big Bone Lick State Park Discovery Trail – Union, KY**

Prepared trail master plans, construction documents and provided contract administration for the development of a historic interpretive trail system in the State Park. Project involved extensive structural components as well as environmental and ecological issues. KSLA Design Award 2000.

**City of Jenkins Streetscape Design & Recreational Trail - Jenkins, KY**

Preparation of plans for the downtown streetscape corridor. Project also includes the development of a scenic overlook at the Kentucky - Virginia state line that emphasizes the view shed and geologic features of the area. This trail will become a spur of the proposed Pine Mountain Trail.

**Coldstream Park - Lexington, KY**

Master plan, Phase I construction documents, and construction administration of 235-acre park. The amenities include a multi-purpose paved biking/walking trail, interpretative signage at historic sites, reforestation, habitat restoration, and water quality basins along Cane Run Creek. The one mile section has become part of Lexington's Legacy Trail.

**Douthitt Park - Jackson, KY**

Master plan, Phase I construction documents, and construction administration of \$1.2 million facility. The amenities include a paved walking trail, ballfields, basketball courts, picnic shelters, playground, concession/restroom building, and boat launch into the North Fork of the Kentucky River.

**East End Bridge – Louisville, KY**

CARMAN, serving as the local landscape architectural and civil engineering consultant for the roadway corridor that is being constructed in conjunction with the East End Ohio River Bridge in Jefferson County. In conjunction with the 1.5 mile corridor in Kentucky, the CARMAN office has designed a multi-purpose trail that will cross the new bridge and extend into Indiana. A trailhead has been designed and will become part of the Louisville Loop. Construction is underway with a scheduled completion date in early 2016.

**East Market Street - NuLu Streetscape – Louisville, KY**

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering consultant for the 10 block emerging arts and entertainment district in the east end of downtown Louisville along East Market Street that is concentrating on complete street development, sustainable development strategies and public art. In addition, the CARMAN plans include a Green Alley Activation Program within the NuLu District for Billie Goat and Nannie Goat Strut Alleys. A raised cycle track on the east bound direction is a featured amenity of the corridor and a shared bike lane will be utilized for the west bound traffic. Leisure biking will utilize the alleys.

**Middlesboro Historic Canal Walkway - Middlesboro, KY**

Responsible for obtaining a \$700,000 ISTE grant for construction of a 1-mile walkway through the Central Business District to be used as an interpretive trail and for general recreation purposes for walkers and tourists. The office of John L. Carman and Associates, Inc. provided master planning services, construction documents for the Canal Walk, construction administration and administration of the ISTE grant through the KYDOT.

**Pine Mountain Trail State Park – Pineville, KY**

Assessment of sections of the 112-mile trail along the Pine Mountain area. On-site trail and feature locations were performed utilizing GPS equipment with translations and designs through GIS analysis. Various focus and interest groups participated in the trail alignments and ecological and environmental interpretations offered by the trail experiences.

**Pulaski - McCreary County Rails to Trails – Kentucky**

Providing a Scoping - Feasibility Study to determine the extent of work necessary for development of the trail, establish design parameters for development and establish budgets to be utilized for funding and grant application.

**Portland Wharf Park Interpretive Plan – Louisville, KY**

The Portland Wharf Museum and Metro Parks commissioned CARMAN to provide design and planning services for the development of an interpretive trail system at Portland Wharf Park, located on the banks of the Ohio River. Concepts for the trails were integrated with the most visible options for interpretation of the primary themes that have been identified. The master plan recommended the trail

link the interpretive nodes and take advantage of the significant features of the site including recreational, visual, Ohio River experiences, natural resources and archeological features that can be used in conjunction with the site's cultural and historic interpretation.

The CARMAN office has continuously maintained a high level of understanding with current recreational trail trends. In both urban and rural environments, utilizing resources from precedent projects around the country is a means for the CARMAN staff to understand and apply creative engineering solutions for pedestrian and bicycle trails in local environments. Recently I had the opportunity to present at the Regional Transportation Summit on Emerging Trends and New Ideas for Complete Streets. The CARMAN office staff also utilize the resources of FHWA and NACTO for guidelines, trends, and standards for trail designs.

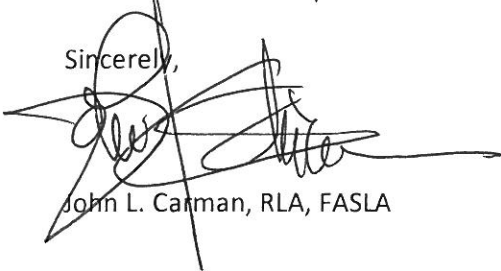
CARMAN office staff is fully engaged in planning and design projects and can begin working immediately. Our office staff has the experience and qualifications to approach planning and design projects in a comprehensive manner. Our staff also has the ability to integrate creativity and technical expertise to provide quality and timely consultation. The CARMAN office staff is willing to be creative and enthusiastic about design, yet pragmatic with the solutions for sustainability for the assessment, planning, interpretation and future direction for projects.

In addition to the projects summarized above, this proposal highlights supplement materials on selected past and current projects. Also included in the proposal is a summary of LFUCG projects that CARMAN has provided successful professional design services. Myself, as well as the Lexington office CARMAN staff are committed to our community and we take pride in providing professional services in Lexington.

I am confident that CARMAN and our consultants will provide the Lexington-Fayette Urban County Government with a very successful project because of our **Knowledge, Experience, Desire** and **Enthusiasm** to continue being involved.

I look forward to further apprising you of our interest and capabilities. Please do not hesitate contacting me should there be questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'John L. Carman', with a long horizontal flourish extending to the right. The signature is written over the printed name below it.

John L. Carman, RLA, FASLA



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**



## CARMAN COMPANY EXPERIENCE

The multi-discipline approach organized by CARMAN for landscape architectural and civil engineering projects will fully address the needs of the Lexington-Fayette Urban County Government. The vast experience of the CARMAN Team gained through comparable projects places us in a position to understand the LFUCG's requests, react to specific needs, and provide practical, creative direction towards project successes. Our experience has proven to be award winning and will benefit pedestrian, bicycle, and/or multimodal trail design and planning projects for the Lexington-Fayette Urban County Government.

CARMAN Office staff is a team of professionals that have the experience and expertise to address the needs requested by the LFUCG. Office staff offers quality consulting services in the disciplines of:

- Landscape Architecture
- Civil Engineering
- Pedestrian and bicycle path trail design and planning

Additionally, CARMAN, a Landscape Architecture, Urban Planning and Civil Engineering Firm, led by President John L. Carman brings over 38 years of experience. CARMAN Office staff has the experience and qualifications to approach an assignment in a comprehensive manner. Our staff has the ability to integrate creativity and technical expertise to provide quality and timely consultation. The CARMAN office staff is willing to be creative and enthusiastic about design, yet pragmatic with the solutions for sustainability.

Successfully accomplishing the following tasks will ensure the success of planning, designing, and engineering services for trail projects:

- Site analysis and assessment with GIS data and field inventory
- Public outreach and facilitation of public input
- Synthesis of physical, environmental and cultural components towards a sustainable park environment
- Conveying and communicating planning results that create excitement and enthusiasm

The following information provides insight into the collection of expertise of the CARMAN Team. The broad cross section of work experience provided parallels the diversity of needs for various projects that may arise in the Lexington area:

- Resource assessments and management plans
- GIS assessments and integration of resulting synthesis
- Environmental, cultural resource and archaeological assessments
- Interpretive programs and on-site interpretive elements for the unique site attributes
- Active and passive recreational plans
- Multi-purpose recreational bikeways
- Horseback riding facilities
- Transportation corridor planning and design
- Open space planning



# LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

CARMAN has an excellent track record of working with the Lexington Fayette Urban County Government (LFUCG) on various projects and has a good understanding of the working environments of the City. In addition, CARMAN has worked extensively with many divisions at the LFUCG on project permitting over the past 34 years and has a full understanding of the contracting and cost conditions throughout the community.



## REPRESENTATIVE LFUCG PROJECTS

### Cardinal Run Park Trail

Design of a 3 mile multi-use trail for a regional park on the southwest side of town.

### Lexington - Fayette Urban County Government Community Amphitheatre

Site Selection and Feasibility Study for 5000 seat community amphitheatre

### Chinese Flying Horse

Site Selection and design for sculpture that was gifted to Lexington from China

### McConnell Springs Wetland Demonstration Project

Site design of a wetland interpretive area

### Picadome Golf Course

Golf Course Improvements and Site Design for the new offices for the Parks Department

### Coldstream Park

Masterplanning for community park and site design for first phase of trail system

### Lansdowne-Merrick Park Stream Restoration

Bioengineering design for stream restoration project

### Fayette County Courthouse

Feasibility Study for use of downtown site

### Douglass Park Pool

Site Design for Pool and Park restoration

### Day Treatment Center

Site Design for a Youth Detention/Rehab Center

### Lexington Urban County Government Parks Department Central Office

Site Design and Engineering for the Parks Department Headquarters

### Coldstream Park Access Road

Design and Engineering for the Greenway Trail System Access

### Public Safety Operations Center

Site Design and Engineering for the new homeland security center at Coldstream Research Campus

### 4th Street Right of Way Improvements

Engineering services for a 3 block section of West 4th Street for a lane conversion and dedicated bike lane project

*McConnell Springs' Wetland Demonstration Project has received the 2010 Kentucky Tennessee Water Environment Association Outstanding Watershed Management Award and the LFUCG Environmental Commission 2010 Environmental Award*



## LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

## CARMAN COMPANY EXPERIENCE



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
COLDSTREAM PARK  
Lexington, Kentucky**

CLIENT: Lexington-Fayette Urban County Government  
Division of Parks and Recreation  
Michelle Kosieniak, RLA  
859.288.2982



CARMAN was selected to develop a master plan and Phase I construction documents for Coldstream Park. The area consists of approximately 230 acres along the Cane Run Creek corridor in northern Lexington and is the recreational and open space component for a 600-acre technology, research, and industrial development.

University of Kentucky deeded the property to the city when the university began to develop its agricultural research farm into a corporate research park.

Plan details include a walking and biking trail with interpretive signage at key historic features and environmental restoration areas along the watershed. The Coldstream trail system is integrated into a regional trail system. Temporary parking for buses was incorporated into the site to allow school groups to visit the site and participate in the landscape. CARMAN facilitated a series of public workshops to gain input from adjacent landowners and other future park users. Objectives were identified and emphasis was placed on trail linkages, picnic shelters, water quality protection, reforestation, historic preservation, and habitat restoration. Through dialogue from these workshops, a consensus was built to develop a master plan. The northern section of the property was identified as most logical for Phase I development, and the first section of the park opened in 2000. The first trail phase of the Park has become integrated with the Lexington Legacy Trail.

The first phase of development was the construction of the Park's entrance road, parking lots, and trailheads for the 1 mile multi-purpose trail.



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**



**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
CARDINAL RUN TRAIL  
Lexington, Kentucky**

CLIENT: Lexington-Fayette Urban County Government  
Division of Parks and Recreation  
Michelle Kosieniak, RLA  
859.288.2982



CARMAN was selected by the Lexington-Fayette Urban County Government Division of Parks and Recreation to design a multi-use trail on over 100 acres of undeveloped land.

The Cardinal Run North Park trail is intended to provide a closed circuit of looped trails of varying lengths to allow pedestrians, bicyclists, roller bladers, baby strollers and other users to escape vehicular traffic and enjoy a serene agricultural landscape.

Although bordered by major arterial roads, including Versailles Road, New Circle Road and Parker's Mill Road, the park land perimeter is buffered by vegetation and consists of a series of "outdoor rooms" defined by fencerow vegetation. The remaining western boundary is adjacent to upscale single-family residential neighborhoods.

The trail consists of a 12-foot-wide, paved trail with long, sweeping turns that meander through the existing meadows and wooded areas. The route of the trail takes its users past karst geologic areas and several historic agricultural structures, including an old masonry silo hidden in the woods.

The total of over 11,000 feet of trail will be linked to Cardinal Run South Park across Parker's Mill Road, which links to several other trail connections throughout the community.

CARMAN prepared construction and bid documents for this project. Construction originally scheduled for 2010 will be delayed until additional funding is secured.





**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
MCCONNELL SPRINGS WETLAND DEMONSTRATION**

Lexington, Kentucky

CLIENT: Lexington-Fayette Urban County Government  
Division of Water Quality  
125 Lisle Industrial Avenue, Ste 180  
Lexington, Kentucky 40511  
Mr. Charles Martin  
859.425.2400



The dual purpose of the McConnell Springs Stormwater Quality Wetland Pond project is to reduce non-point source (NPS) pollution in McConnell Springs while also providing demonstration to the public of the benefits of natural environments that provide water quality and quantity control.

The site was an existing area of vacant bottomland containing 0.8 acres of jurisdictional wetland degraded by NPS pollution and large debris draining off of heavily industrial, commercial, and residential areas which surround the site. The site is located within the McConnell Springs Park, owned and maintained by Lexington-Fayette County Government (LFUCG).

McConnell Springs also is an urban nature preserve and a nationally-registered historic site. The area has significant karst features, and ultimately drains to Wolf Run, a tributary to Town Branch and South Elkhorn Creek.

LFUCG identified the degraded wetland as an opportunity to retrofit an existing surface water feature to improve water quality in the Wolf Run watershed. In addition, the site offers an excellent platform for partnership, public involvement and education. Comprehensive site design and engineering services associated with the project were provided. In addition, the CARMAN office facilitated design workshops to insure community participation. Upon completion of the project, the CARMAN office also assisted the LFUCG in public outreach and educational workshops that communicated the benefits of the project for public stormwater management education.

The McConnell Springs Wetland Demonstration Project has been the recipient of awards from the Kentucky Society of Landscape Architects, the Lexington Environmental Commission and the Kentucky Stormwater Association



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

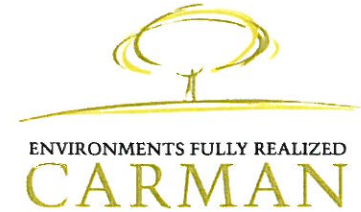
**CARMAN COMPANY EXPERIENCE**



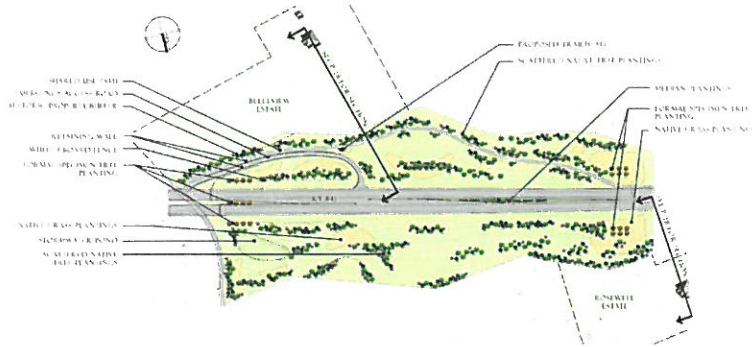
# OHIO RIVER EAST END BRIDGE

Louisville, Kentucky and Utica, Indiana

Client: Walsh Vinci Partnership/Jacobs  
 180 Promenade Circle, Suite 300  
 Sacramento, California 95834  
 Mr. Jeff Townsend  
 916.929.3323



The office of CARMAN is serving as the local Landscape Architect for the East End Bridge Corridor Aesthetics improvements on the Kentucky and Indiana side of the new bridge. Included in the aesthetics improvements are the use of the approach corridors on either side of the Ohio River for pedestrians and bicyclists. The Kentucky trails that are being constructed as part of the road corridor will become a part of the Louisville Loop. Total corridor length, is approximately 6 miles.



The trail design is integrated into the fabric of the natural landscape in which the bridge approach corridor is located. The design philosophy for the trail and aesthetic corridor solutions is based on the following principals and approach:

- Respect, restore, and emulate the character of the existing natural environments and cultural landscapes, both natural and manmade topographic forms and built features, impacted by the new improvements.
- Utilize the material and architectural framework for context sensitive solutions provided by the design intent and material vocabulary of the various historic properties and the surroundings while creating a sense of place with appropriate corridor and gateway treatments of the landscape
- Reinterpret materials and architectural styles with modern materials and treatments where necessary for safety, durability, or efficiency.
- Leverage the new improvements to provide new and restored habitat for native wildlife and provide connectivity for plant and wildlife communities and for people.
- Select a sustainable planting palette that is adapted, native, low water use and non-invasive species.

Construction on the corridor began in the Spring of 2013 and is scheduled to be completed in the Spring of 2016.



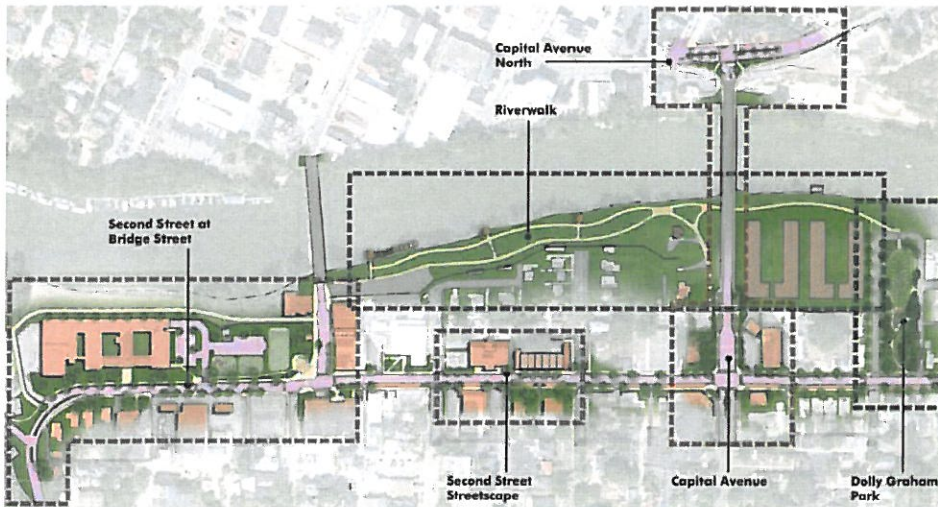
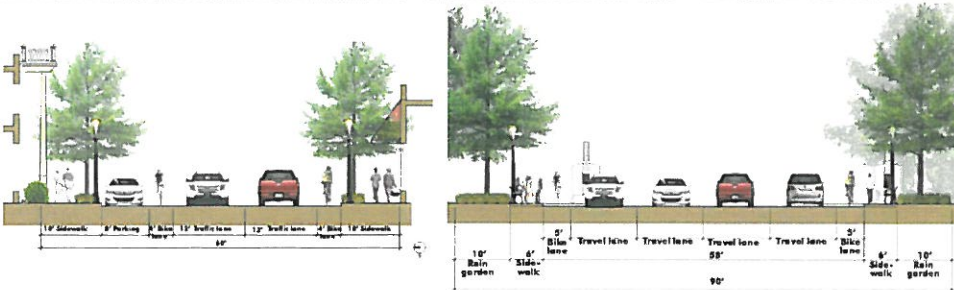
**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**



**GREENING AMERICA'S CAPITALS: FRANKFORT, KY  
SECOND STREET CORRIDOR**  
Frankfort, Kentucky

CLIENT: United States Environmental Protection Agency  
Office of Sustainable Communities  
Melissa Kramer  
202.564.8497



CARMAN, in conjunction with Parker Rodriquez of the Washington, D.C. area worked through the US EPA on the Frankfort Greening project. Greening America's Capitals is a project of the Partnership for Sustainable Communities between the U.S. Environmental Protection Agency (EPA), the U.S. Department of Housing and Urban Development (HUD), and the U.S. Department of Transportation (DOT) to help state capitals develop an innovative and implementable vision of distinctive, environmentally friendly neighborhoods that incorporate innovative green building and green infrastructure systems.

CARMAN was tasked with developing a plan that would meet the city's overarching goals. The design team met extensively with the community stakeholders and also conducted a 3 day design workshop. Planning and design has included:

- Improving walking and biking conditions within the study area, particularly at the Bridge Street intersection. The width and multiple turn lanes of Bridge Street at the intersection with West Second Street make it especially hazardous for bicyclists and pedestrians, many of whom are grade school students at the adjacent Second Street Elementary School.
- Green infrastructure and landscaping elements along the street that could improve stormwater management and environmental sustainability.
- Facilitating connections to the proposed Kentucky River walk/bike trail.
- Improving the physical design of existing bus stops and their connections to the surrounding area.

The Master Plan has resulted in the first phase of street improvements being implemented.



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**



# CYCLE CORBIN - BIKEWAY MASTER PLAN

## Corbin, Kentucky

Client: City of Corbin  
Mr. Andy Salmons, Main Street Project Manager  
606.528.0660

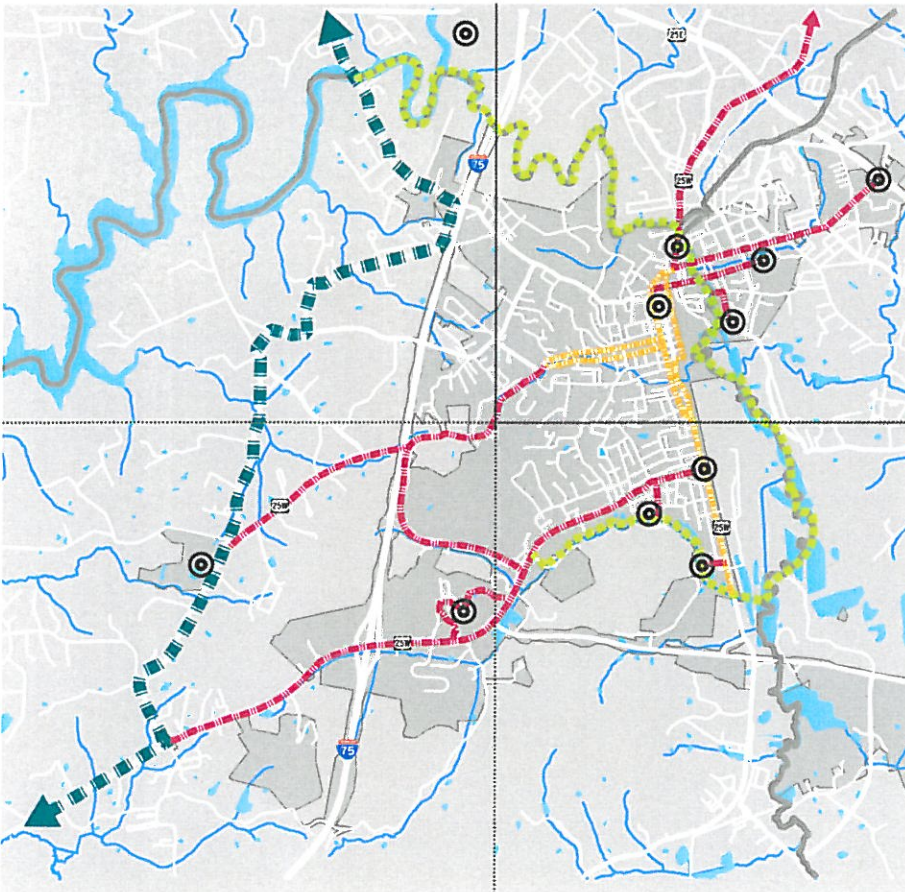


Working with the City of Corbin, CARMAN developed The Cycle Corbin Bikeway Master Plan with the goal of creating a bike-friendly network in Corbin's downtown and surrounding neighborhoods. In addition, Corbin's bikeway system is designed to link Corbin to Kentucky Bike Tours, a statewide bikeway system.

In order to provide a clear assessment of Corbin, an inventory of traffic patterns, circulation patterns and existing transportation infrastructure was gathered using GIS spatial data and on-site observations.

The master plan consists of three types of bikeways to accommodate active and passive cyclists: bike paths, which run along a stream in an existing park for inexperienced cyclists; designated bike lanes, which connect downtown to the park system and shared lanes, for experienced commuter cyclists provide visual clues for vehicles and cyclists. Cycle Corbin will provide a safer cycling environment for each type of cyclist.

The Cycle Corbin Master Plan report also outlines design strategies to create a comprehensive bike plan, including wayfinding signage throughout the bike system and traffic calming devices, like bump-outs, in the downtown corridor, for example. Other recommendations include installing public art and landscaping at carefully selected points of interest along the trails to create an aesthetically appealing and inviting setting for visitors. Utilizing these design elements help create a safe, fluid bike route system that is unique to Corbin.



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**



# EAST MARKET STREET - NULU STREETSCAPE

Louisville, Kentucky

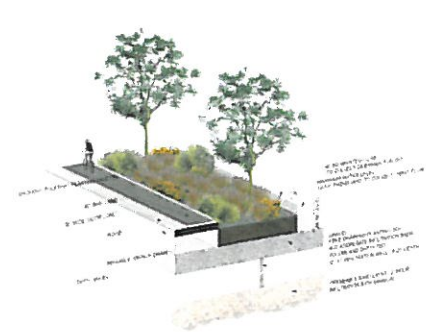
CLIENT: Louisville Downtown Partnership  
Ms. Rebecca Matheny  
502.432.3234



The East Market Street – NuLu Streetscape project is a strategy and development plan that encompasses the culture and direction forged by area landscape, architecture and history.

Creating uniqueness in the District without compromise to the current character is the vision of the Districts users, residents, businesses and City officials. Market Street is a destination street since Louisville’s founding.

CARMAN, is serving as the Prime Landscape Architectural and Civil Engineering consultant on the 10 block corridor enhancement project. Street rooms and galleries for socialization for the entertainment area were created in addition to creating entertainment corridors along the alleys paralleling East Market Street. A unique feature of the 10 block streetscape is the raised cycle track with east bound direction and the use of Billie Goat and Nannie Goat Alleys as leisure bike routes for the community.



A primary objective of the project is the use of green infrastructure along the corridor to minimize the stormwater discharge into the combined sewer system along the corridor. Through the creative use of infiltration gardens, runoff from streets, parking areas, buildings and alleys is being captured that significantly reduces the impact to the existing sewer infrastructure.

Construction is scheduled to begin in early 2015 with an estimated completion date of Fall 2016.

Through the efforts of the CARMAN office, a Technical Assistance grant was awarded to the neighborhood by the Global Green organization. This effort in addition to incentive funding by the Metropolitan Sewer District is allowing the neighborhood to pursue a certification for LEED – Neighborhood Development.

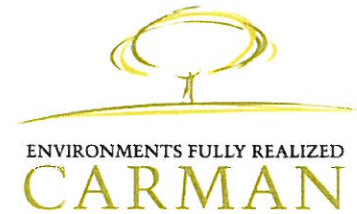


## LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

### CARMAN COMPANY EXPERIENCE

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
TRANSYLVANIA UNIVERSITY 4TH STREET STREETScape**  
Lexington, Kentucky

CLIENT: Lexington-Fayette Urban County Government  
Division of Engineering  
Mr. Bob Bayert  
859.258.3441



CARMAN's role as Landscape Architect and Engineer was to provide a safe travel space for pedestrian, bicyclist, and vehicles along the Transylvania University Athletic Complex on Fourth Street in Lexington, Kentucky.

CARMAN provided quality design to enhance the University's presence in the community, a signature project that will promote the University and benefit recruitment of students and student athletes, and a unique gateway to the Transylvania University campus.

CARMAN prepared plans for the streetscape design with sidewalk improvements, bicycle lane enhancements, priority lighting, and gateway entrance to the university campus. Also provided were cost estimates, phasing recommendations, bid and site administration and coordination with community and university stakeholders.



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY EXPERIENCE**





**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

**CARMAN COMPANY PERSONNEL**

## CARMAN TEAM PERSONNEL

The CARMAN Office employs a team of highly qualified professionals that can address the pedestrian, bicycle, and/or multimodal trail design and planning needs for the Lexington-Fayette Urban County Government. The CARMAN Team has demonstrated experience in project management and facilitation. The professional team provides expertise in:

- Landscape Architecture
- Urban Planning
- Civil Engineering

Specialized experience and training places this team of professionals in a position to fully meet the design and planning needs requested by the Lexington-Fayette Urban County Government. The CARMAN Team's experience and qualifications have the capacity and staff volume available to meet project demands without compromising the quality of work or services. Submission of this proposal reflects a total commitment to this project. John L. Carman, President, is fully engaged with projects and has a "hands-on" approach. Mr. Carman is fully supported by creative and experienced staff of professionals in the Lexington office.

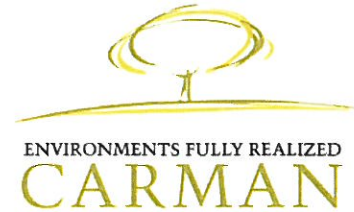
### **John L. Carman, FASLA**

President and Principal-in-Charge  
300 Old Vine Street, Suite 200  
Lexington, Kentucky 40507  
Office Phone: 859.254.9803  
Cell Phone: 859.433.9354  
Fax Line: 859.255.8625  
[jcarman@carmansite.com](mailto:jcarman@carmansite.com)



# John L. Carman, FASLA, RLA

resume



John L. Carman established the firm of CARMAN in 1980 after successful practice with companies providing service in Landscape Architecture, Engineering, and Construction Management in Lexington, Kentucky and Huntington, West Virginia. With this training to build upon, Mr. Carman has since established an award-winning firm that provides services to a wide variety of clientele. Mr. Carman prides himself in being a "hands-on" manager and is always very active in each phase of all projects.

John Carman's experience extending over a 29-year period has been with large and small-scale projects ranging from Educational Facility Planning, Community Planning and Design, Site Engineering, Athletic Facility Design, and Environmental Planning. Mr. Carman is acknowledged as being on the cutting edge with creative and technically superior site design, particularly in the areas of storm water management and supporting site improvements. Mr. Carman contributes routinely at the University of Kentucky Landscape Architecture Department as adjunct professor and guest lecturer in a variety of design, construction, and professional practice courses.

In addition to his career in private practice, Mr. Carman is very active in the professional development of Landscape Architecture. He is currently serving on the Council of Landscape Architectural Registration Boards as immediate Past President. Mr. Carman has also been instrumental in writing legislation for the practice of Landscape Architecture.

## NOTABLE PROJECT EXPERIENCES

### East Market Street - NuLu Streetscape - Louisville, Kentucky

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering Consultant for the 10 block emerging arts and entertainment district in the east end of downtown Louisville along East Market Street that is concentrating on sustainable development strategies and public art. Plans include a Green Alley Activation Program. CARMAN is working closely with the Metro Public Works Department, the Louisville Downtown Partnership and the NuLu Business Association on all aspects of the design and engineering.

### Coldstream Park - Lexington, Kentucky

Master plan, Phase I construction documents, and construction administration of 235-acre park. The amenities include a paved biking/walking trail, interpretive signage at historic sites, reforestation, habitat restoration, and water quality basins along Cane Run Creek.

### Portland Wharf Park Interpretive Master Plan - Louisville, Kentucky

The Portland Wharf Museum and Metro Parks commissioned CARMAN to provide design and planning services for the development of an interpretive trail system. Concepts for the trails were integrated with the most visible options for interpretation of the primary themes that have been identified. The master plan recommended the trail link the interpretive nodes and take advantage of significant features of the site including physical features in conjunction with the site's cultural and historic interpretation.

### Big Bone Lick State Park Discovery Trail - Union, Kentucky

Trail master plans, construction documents, and contract administration for the development of a historical interpretive trail system in the State Park. The project involved extensive structural components as well as environmental and ecological issues. KSLA Design Award in 2000.

## EDUCATION

B.S. Landscape Architecture  
University of Kentucky, 1976

## PROFESSIONAL REGISTRATION

Landscape Architect, states of:  
Kentucky - #310, Ohio, North Carolina,  
West Virginia  
CLARB - #797

## PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects  
Member, Fellow

Council of Landscape Architectural  
Registration Boards (CLARB) -  
National Board of Directors, Past President

Kentucky Landscape Architectural  
Registration  
Board - Appointed 1989, 1994, 2006

KYDOT Paris Pike Design Review Task  
Force

University of Kentucky Life Time Alumnus  
and Fellow

'The Masters' PGA Golf Tournament  
Marshal -  
Augusta National 1989 - Present

## CONTINUING EDUCATION

Engineering Methods for Improving  
Watershed  
Quality

Incorporating Bioengineering Techniques in  
Erosion and Sediment Control

Biotechnical Erosion Control Techniques:  
Matching Techniques to Sites

Urban Stormwater Management

DPIC Contract Review and Revision



## LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

## CARMAN COMPANY PERSONNEL



# John Wesley Turley

resume



Mr. Turley is involved in all phases of the company operations. His responsibilities range from civil engineering, construction administration, land development, utilities, sanitary sewer, water, industrial engineering and management.

With over twelve years of experience, Mr. Turley has worked in the Civil Engineering industry with a variety of experience including stormwater design, sanitary sewer, water distribution, retention basin, and roadway design. He has also completed stormwater and utility designs for commercial projects, institutional developments and right of way improvements for community development projects.

## RELEVANT PROJECT EXPERIENCES

### University of Louisville Student Recreation Center – Louisville, Kentucky

Development of a 15 acre site for a new campus student recreation center. CARMAN provided comprehensive site design and engineering for streetscape amenities, a campus plaza and a new artificial turf athletic field. Included in the design and engineering were all site utilities including state of the art sustainable stormwater management systems in compliance with the Metropolitan Sewer District Incentive Programs.

### East Market Street - NuLu Streetscape – Louisville, Kentucky

The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering consultant for the 10 block emerging arts and entertainment district in the east end of downtown Louisville along East Market Street that is concentrating on sustainable development strategies and public art. In addition, the CARMAN plans include a Green Alley Activation Program within the NuLu District for Billie Goat and Nannie Goat Strut Alleys. CARMAN is working closely with the Metro Public Works Department, the Louisville Downtown Partnership and the NuLu Business Association on all aspects of the design and engineering.

### Transylvania University Athletic Facility – Lexington, Kentucky

CARMAN office provided planning design and engineering services to a new urban athletic campus located on 4th Street. Site specific design and engineering services, which are NCAA compliant, were provided for a competitive running track, synthetic field design for men's and women's soccer, lacrosse and field hockey. Site design also include grandstand, press box, and parking areas.

### LFUCG 4th Street Streetscape – Lexington, Kentucky

CARMAN prepared plans for the streetscape design with sidewalk improvements, bicycle lane enhancements, priority lighting, and gateway entrance to the university campus. Also provided were cost estimates, phasing recommendations, bid and site administration and coordination with community and university stakeholders.

## EDUCATION

B.S. Civil Engineering  
University of Kentucky, 1999

## PROFESSIONAL REGISTRATION

Kentucky, Ohio, Indiana, Tennessee  
Arizona  
Certified Professional - Erosion and  
Sediment Control

## PROFESSIONAL AFFILIATIONS

Kentucky Society of Professional  
Engineers  
National Society of Professional Engi-  
neers  
American Society of Civil Engineers

## PROFESSIONAL DEVELOPMENT

2010 KSPE Leadership Graduate  
ICC Special Inspections Training; 2010

Critical Path Method: Intro to the Meth-  
od and Software

CPESC (Erosion and Sediment Control  
Course); 2009

Channel Impacts/Bedload Sediment

Natural Channel Design--Conception to  
Construction

Engineering Green Infrastructure

Louisville MSD Wet Weather Program  
SD1-Consent Decree Update

Lexington Wastewater and Stormwater  
Programs

Green Infrastructure & Wet Weather  
Mgmt

Pump Stations going silent, Ecosystem

Approach to Green Introduction to HEC-  
RAS Culvert Hydraulics

KY/TN ICSC Idea Exchange



LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES

CARMAN COMPANY PERSONNEL



**LFUCG QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES**

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**LFUCG FORMS**



## AFFIDAVIT

Comes the Affiant, John L. Carman, and after being first duly sworn, states under penalty of perjury as follows:

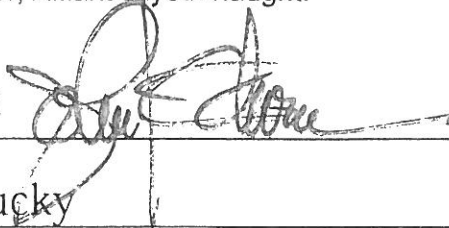
1. His/her name is John L. Carman and he/she is the individual submitting the proposal or is the authorized representative of CARMAN, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County 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.

John Carman



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Elizabeth K. Workman on this the 26 day  
of March, 2013.

My Commission expires: March 4, 2018

Elizabeth K Workman 506893  
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.*

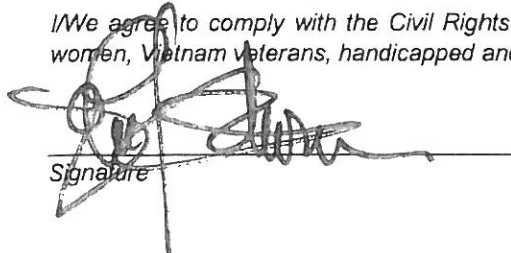
\*\*\*\*\*

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

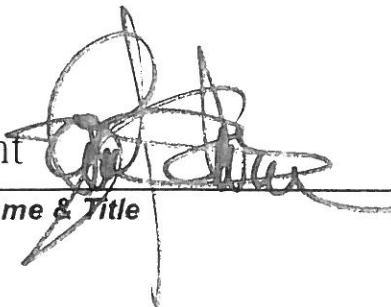
CARMAN  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: CARMAN

Date: 3 / 26 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	2	0	2								
Professionals	9	6	3								
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	11	6	5								

Prepared by: John L. Carman, President   
 Name & Title

Firm Submitting Proposal: CARMAN

Complete Address: 310 Old Vine Street, Suite 200; Lexington, KY 40507  
Street City Zip

Contact Name: John L. Carman Title: President

Telephone Number: 859.254.9803 Fax Number: 859.255.8625

Email address: jcarman@carmansite.com





**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #** RFP #13-2014

The MWDBE 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.

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

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

CARMAN

**Company**

3/26/2014

**Date**

John L. Carman

**Company Representative**

President

**Title**



**LFUCG MWDBE SUBSTITUTION FORM**  
 Bid/RFP/Quote Reference # RFP #13-2014

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

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

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

CARMAN  
 Company  
3/26/2014  
 Date

John L. Carman  
 Company Representative  
President  
 Title



**MWDBE QUOTE SUMMARY FORM**  
 Bid/RFP/Quote Reference # RFP #13-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name CARMAN	Contact Person John L. Carman
Address/Phone/Email 310 Old Vine Street, Suite 200, Lexington, KY 40507, 859-254-9803	Bid Package / Bid Date RFP # 13-2014; 3/26/2014

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

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

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

CARMAN

Company

3/26/2014

Date

John L. Carman 

Company Representative

President

Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # RFP #13-2014

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

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name: CARMAN	Address: 310 Old Vine Street Suite 200 Lexington, KY 40507
Federal Tax ID: 61-1033777	Contact Person: John L. Carman

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

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

CARMAN

John L. Carman

Company

Company Representative/

3/26/2014

President

Date

Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RPP #13-2014

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

- \_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- \_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package
- \_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- \_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- \_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

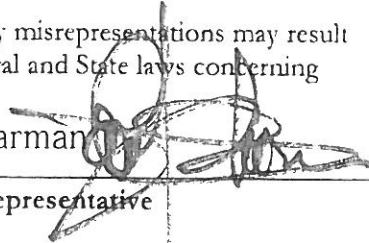
units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- \_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- \_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

CARMAN  
\_\_\_\_\_  
Company  
  
3/26/2014  
\_\_\_\_\_  
Date

John L. Carman   
\_\_\_\_\_  
Company Representative  
  
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.

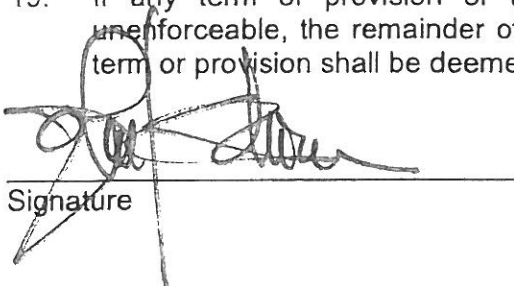
#### B. At Will Termination

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

3/26/2014  
Date

Attachment 1

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	Lexington, Kentucky	1980	11	11
Local Office	Lexington, Kentucky			
PM Location	Lexington, Kentucky			
<b>SubConsultants</b>				
Name:				
Service Provided				
Headquarters				
Local Office				
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.