

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 16, 2015, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Gresham, Smith and Partners located at 101 South Fifth Street, Suite 1400, Louisville, Kentucky 40202 (**CONSULTANT**). **OWNER** intends to proceed with the RFP for TIGER Grant Preparation Assistance as described in the attached Exhibit A, "**RFP #19-2015 TIGER Grant Preparation Assistance.**" The services are to include customary professional services as related to completion and submission of a grant application, deliverables and required analysis as described in Exhibit A to be completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall professional services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional services representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary grant preparation services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A " RFP #19-2015 TIGER Grant Preparation Assistance " (including Appendices and Addendums), and attached Exhibit C the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to RFP #29-2012), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D "Further Description of Basic Professional Services and Related Matters."
To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D**, and then **EXHIBIT C**.



- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products, including all appendices, for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.



- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Professional Services and Related Matters" for project schedules.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5



under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, fixed fee task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.



5.3. Other Provisions Concerning Payments

- 5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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



- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. **Successors and Assigns**

- 6.4.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. **Disputes**

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or



so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care.. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Professional Service Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.



As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney’s fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure



compliance with the above Indemnity provisions and these other risk management provisions.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT** :

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by **OWNER**.



- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5. RENEWALS

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

6.9.6. VERIFICATION OF COVERAGE

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

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of **CONSULTANT** or its personnel. **CONSULTANT** shall comply with all applicable federal, state, and local safety standards related to the performance of



its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the



OWNER'S Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

BY: _____


JIM GRAY, MAYOR

CONSULTANT:

GRESHAM, SMITH AND PARTNERS

BY: _____


MIKE SEWELL, PRINCIPAL

ATTEST:


URBAN COUNTY COUNCIL CLERK



COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Mike Sewell, as the duly authorized representative for and on behalf of GS Partners on this the 24th day of April, 2015.
My commission expires: 7-16-16.

Karen Beatty
NOTARY PUBLIC



EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF PROFESSIONAL SERVICES
AND RELATED MATTERS**

RFP#19-2015





Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **#19-2015 Tiger Grant Preparation Assistance** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **April 13, 2015**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

RFP #19-2015 Tiger Grant Preparation Assistance

If mailed, the envelope must be addressed to:

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

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any City staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district,

or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

- (1) Specialized experience and technical competence of the person or firm (including a joint venture or association) with the TIGER grant application process and submittals. (40 points)
- (2) Capacity of the person or firm to perform the work, including any specialized services, within an anticipated 8-week period from the Notice to Proceed. (20 points)
- (3) Demonstrated capability in obtaining grant funding for municipal and state clients. (20 points)
- (4) Knowledge of the project to be submitted and its interaction with other projects in Lexington. (20 points)

See additional information about selection criteria in specifications.

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via Economic Engine at:
<https://lfucg.economicengine.com>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859) 258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

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

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

Name & Title

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. 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.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms 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.

- l. 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.
- m. 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.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. 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
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE 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.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

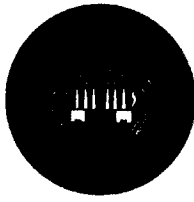
“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	dharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women's Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozecky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



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

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.			

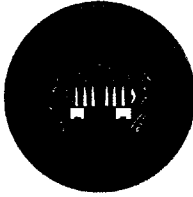
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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.					

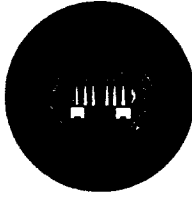
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. 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 # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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.

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, 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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.

- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

REQUEST FOR PROPOSALS RFP #19-2015

TIGER GRANT PREPARATION ASSISTANCE

A. Purpose

The Lexington-Fayette Urban County Government (LFUCG) is soliciting proposals from interested and qualified professional consultants to provide research, strategic direction, preparation and submittal of an anticipated Transportation Investment Generating Economic Recovery (TIGER) discretionary grant application to the United States Department of Transportation.

LFUCG has completed preliminary conceptual design for the Town Branch Commons, a system of improvements to the Vine Street Corridor in the form of bike and pedestrian infrastructure, traffic calming, parks, stormwater management, and integration of transit. Vine Street is a major arterial downtown and presents Lexington's best opportunity for economic redevelopment in the urban core.

B. Scope of Services

The scope of services set forth in this Request for Proposals represents an outline of the items to include in the proposal and services that LFUCG anticipates the selected firm to perform.

1. Meetings – Facilitate and conduct a kick-off meeting with LFUCG to refine the project submittal concept, strategically identify project components based on anticipated grant selection criteria, teaming partners, and information required from LFUCG. Conduct additional meeting with LFUCG and project partners, as necessary.
2. Schedule – Provide a schedule for grant application completion, including critical milestones and review time/meetings with LFUCG.
3. Project Team – Provide an organizational chart showing the names, responsibilities and geographic location of key personnel. Identify the key point of contact with LFUCG.
4. References – Provide three (3) public agency references for similar assignments.
5. Rate Schedule – Provide schedule of hourly rates based on personnel classification.
6. Grant Application Preparation/Submittal – Provide professional services, including but not limited to, graphic design, narrative writing, statistical gathering, benefit-cost analysis, preliminary environmental screening, letters of support, and cost estimates.

C. Selection Criteria and RFP Submittal Process

Selection criteria will be as follows:

- (1) Specialized experience and technical competence of the person or firm (including a joint venture or association) with the TIGER grant application process and submittals. (40 points)
- (2) Capacity of the person or firm to perform the work, including any specialized services, within an anticipated 8-week period from the Notice to Proceed. (20 points)
- (3) Demonstrated capability in obtaining grant funding for municipal and state clients. (20 points)
- (4) Knowledge of the project to be submitted and its interaction with other projects in Lexington. (20 points)

All costs directly or indirectly related to preparation of a response to this Request for Proposals, to any oral presentation required to supplement and/or clarify the submittal which may be required by LFUCG, or to any protests so filed shall be the sole responsibility of and shall be borne by the Offeror(s). Each Consultant, by submitting its proposal, waives any claim for liability against the LFUCG as to loss, injury and costs or expenses that may be incurred as a consequence of its response to this document.

The Selection Committee may request a short interview of the person or firms submitting a proposal as part of the selection process. Once a proposal is selected, should the LFUCG be unable to negotiate a satisfactory contract with the selected firm at a price determined to be fair and reasonable, negotiations with that firm shall be formally terminated. LFUCG will then select from the remaining firms the next one to be offered the project. All proposals shall be valid for a period of **90 days** from the submission date. LFUCG reserves the right to reject any, and all, proposals and to re-solicit.

6 (six) individual copies and an electronic version of the proposal should be submitted to the attention of Todd Slatin at the aforementioned address and clearly marked on the outside "RFP #19-2015 TIGER Grant Preparation Assistance", no later than 2:00 PM local time, April 13, 2015. Proposal submission via fax or email will not be considered valid. Respondents will be notified of the result of the selection process. Inquiries regarding this Request for Proposals should be directed to: **Sondra Stone, Division of Purchasing 200 East Main Street, 3rd Floor, Lexington, KY 40507, (859) 258-3320.**

EXHIBIT B

CERTIFICATE OF INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: The Crichton Group, 3011 Armory Drive Suite 250, Nashville, TN 37204, 615-383-9761. CONTACT NAME: Jeffrey Corvin, PHONE: 615 383-9761, FAX: 615 383-4628, E-MAIL: jcorvin@thecrichtongroup.com. INSURER(S) AFFORDING COVERAGE: Hartford Casualty Ins. Co A (NAIC # 29424), Trumbull Insurance Company A (27120), Hartford Ins Co of Midwest A (37478).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (20UUNTW0356), Automobile Liability (20UUNTW0356), Umbrella Liability (20XHUPB5535), and Workers Compensation (20WEAK4351).

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

GS&P Project No. 19160.00: 19-2015 Tiger Grant Preparation Assistance

The Certificate Holder is included as an additional insured under General Liability coverage as respects work performed by the insured for the additional insured when required by a written contract or agreement.

CERTIFICATE HOLDER CANCELLATION

Certificate holder information: Lexington-Fayette Urban County Government, Room 338, Government Center, 200 E. Main St., Lexington, KY 40507. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative signature: Robert B. Jackson.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2015

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

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

PRODUCER Crow Friedman Group A Risk Strategies Company 104 Woodmont Blvd. Nashville, TN 37205 www.risk-strategies.com	CONTACT NAME: Noreen Nelson	
	PHONE (A/C, No., Ext): 615-383-0072 FAX (A/C, No): 615-297-4020 E-MAIL ADDRESS: noreen@crowfriedman.com	
INSURED Gresham Smith and Partners 511 Union Street, Suite 1400 Nashville TN 37219	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: XL Specialty Insurance Company	37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 24276651 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9718061	8/1/2014	8/1/2015	Each Claim \$1,000,000 Annual Aggregate \$1,000,000

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

Project: 19-2015 Tiger Grant Preparation Assistance
 GS&P Project No. 19160.00

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
 Room 338, Government Center
 200 E. Main Street
 Lexington KY 40507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2014/01)

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EXHIBIT C

**PROPOSAL OF PROFESSIONAL SERVICES
AND RELATED MATTERS**



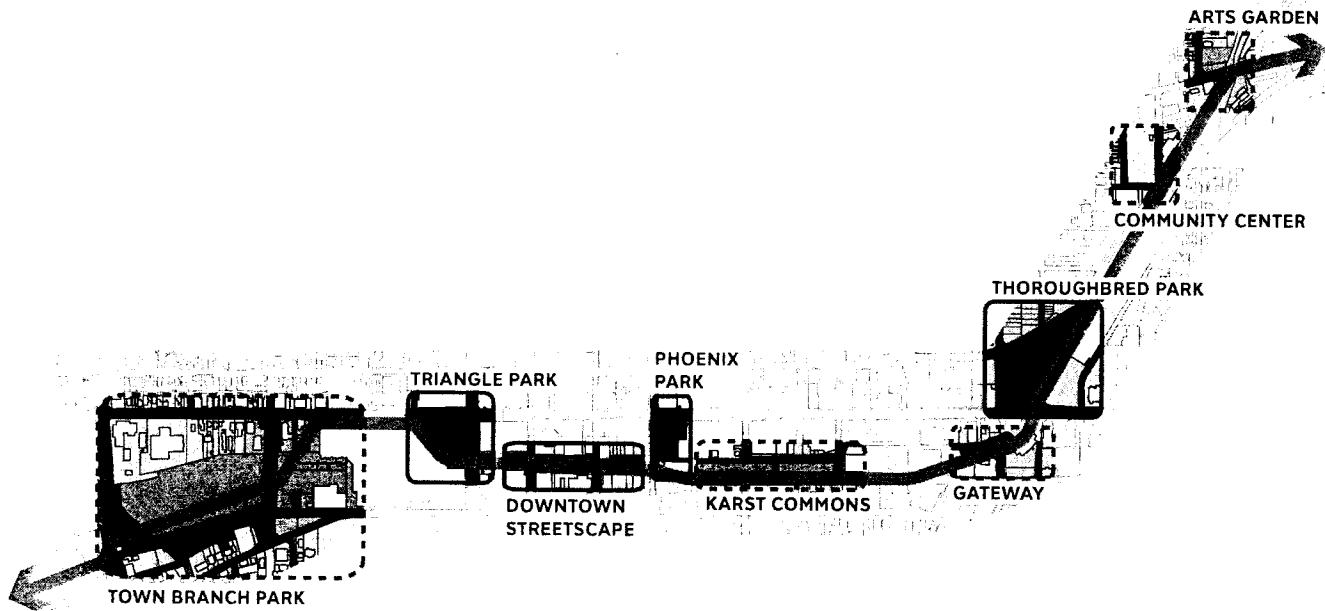


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Insurance Certificates

Client#: 3609

GRESSMI

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2014

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

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

PRODUCER The Crichton Group 3011 Army Drive Suite 250 Nashville, TN 37204 615-383-9761	CONTACT NAME: Joyce Clark PHONE (A/C, No, Ext): 615 986-6125 E-MAIL ADDRESS: jclark@thecrichtongroup.com	FAX (A/C, No): 615 514-5733													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Casualty Ins. Co A</td> <td>29424</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company A</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Ins Co of Midwest A</td> <td>37478</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Casualty Ins. Co A	29424	INSURER B: Trumbull Insurance Company A	27120	INSURER C: Hartford Ins Co of Midwest A	37478	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Gresham, Smith and Partners 1400 Nashville City Center 511 Union Street Nashville, TN 37219															


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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		20UUNTW0356	07/01/2014	07/01/2015	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
C	AUTOMOBILE LIABILITY		20UUNTW0356	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR	20XHUPB5535	07/01/2014	07/01/2015	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WEAK4351	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y / <input type="checkbox"/> N / A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

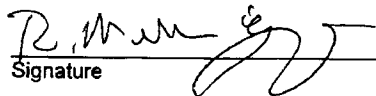
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
"For proposal purposes only"

Any person or organization is included as an Additional Insured with respect to General Liability for Bodily Injury, Property Damage or Personal and Advertising Injury caused, in whole or in part, by acts or omissions or the acts or omissions of those acting on behalf of the Named Insured in the performance of (See Attached Descriptions)

CERTIFICATE HOLDER Gresham, Smith and Partners 1400 Nashville City Center 511 Union Street Nashville, TN 37219	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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- 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

April 3, 2015
Date



CERTIFICATE OF LIABILITY INSURANCE

NORN

DATE (MM/DD/YYYY)
8/15/2014

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

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

PRODUCER (901) 820-0400 Crow Friedman Group 5141 Wheelis Dr. Memphis, TN 38117		CONTACT NAME: Noreen K. Nelson PHONE (A/C, No, Ext): (615) 383-0072 FAX (A/C, No): (615) 297-4020 E-MAIL ADDRESS: noreen@crowfriedman.com PRODUCER CUSTOMER ID #: GRESSMI-01	
INSURED Gresham Smith and Partners 511 Union Street Suite 1400 Nashville, TN 37219		INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		DPR9718061	8/1/2014	8/1/2015	Each Claim \$1,000,000
A	Professional Liability		DPR9718061	8/1/2014	8/1/2015	Annual Aggregate \$1,000,000

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

CERTIFICATE HOLDER Specimen For Proposal Only Cancellation Clause Does Not Apply	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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DESCRIPTIONS (Continued from Page 1)

ongoing operations; in connection with premises owned by or rented to the Insured; or in connection with Insured's work and included within the Products-Completed Operations hazard, but only if the written contract or agreement requires the insured to provide this coverage to the Additional Insured.

General Liability is primary and non-contributory to any insurance carried by the person or organization, if the written contract or written agreement requires the Named Insured's General Liability insurance to be primary or primary and non-contributory.

If an architect, engineer or surveyor is included as an Additional Insured, this insurance does not apply to the rendering of, or failure to render, professional services by or for the Named Insured.

The General Liability Insurer waives any right of recovery it may have against the Additional Insured, when the Named Insured has agreed in a written contract, executed prior to a loss, requiring such waiver and caused in whole or in part by the Named Insured's operations, work, leased premises, or leased equipment.

The Workers' Compensation policy includes a Waiver of Subrogation in favor of the Certificate Holder only to the extent that the Named Insured performs work under a written contract that requires the Certificate Holder to obtain this agreement from the Insurer, and where permitted by law.

The Workers' Compensation policy includes statutory coverage for all states, EXCEPT: ND, OH, WA and WY.

Any person or organization required to be included as Additional Insured for Automobile Liability is included to the extent they qualify as an Insured under the policy. A Waiver of Subrogation is included under Automobile Liability in favor of any person or organization that is required in a written contract, executed prior to a loss, to be provided a Waiver of Subrogation under Automobile Liability.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

- (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.

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.

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 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

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary
Kentucky Transportation Cabinet

COMMONWEALTH OF KENTUCKY



Transportation Cabinet
certifies that

SCAPE LANDSCAPE ARCHITECTURE, PLLC

277 Broadway, Suite 1606, New York, NY 10007

*has met all eligibility requirements
to participate in the
Disadvantaged Business Enterprise Program*

This certificate is issued pursuant to 49 CFR Part 26 and is subject to suspension or revocation.

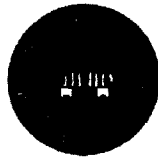
November 30, 2016

Next Review Date

A handwritten signature in black ink, appearing to be "M. Hancock", written over a horizontal line.

DBE Liaison Officer





LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #19-2015 Tiger Grant Preparation Assistance

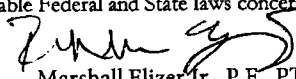
The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. SCAPE Landscape Architecture, PLLC 277 Broadway, Suite 1606 New York, NY 10007 212.462.2628 x110 alexis@scapestudio.com	Environmental Review Quality Review Graphic Design Project Narrative	\$4,200.00	12%
2.			
3.			
4.			

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

Gresham, Smith and Partners
 Company

April 3, 2015
 Date


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

Senior Vice President
 Title

Current Work Force Analysis

EEO-1 Section D - Employment Data from 3/31/2015 to 3/31/2015 - All Locations

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

Job Categories	Number Of Employees (Report employees in only one category) Race/Ethnicity														Total Col (A- N)	
	Hispanic or Latino		Male						Not-Hispanic Or Latino							Female
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
Executive/Senior Level Officials and Managers	1.1	1	0	23	0	0	0	0	0	2	0	0	0	0	0	26
First/Mid-Level Officials and Managers	1.2	1	0	29	0	0	1	0	1	12	1	0	0	0	0	45
Professionals	2	15	4	280	9	1	10	1	1	142	4	0	2	1	0	470
Technicians	3	2	1	27	4	0	2	0	0	9	2	0	0	0	0	47
Sales Workers	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Administrative Support Workers	5	1	3	14	0	0	0	0	0	46	6	0	0	1	0	71
Craft Workers	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers and Helpers	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	10	20	8	373	13	1	13	1	2	211	13	0	2	2	0	659
PREVIOUS YEAR TOTAL	11															

All reports and information obtained from individual reports will be kept confidential as required by Section 708(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

Firm Submitting Proposal: Gresham, Smith and Partners

Complete Address: 101 South Fifth Street Louisville, KY 40202
Street City Zip

Contact Name: Marshall Elizer, Jr., P.E., PTOE Title: Senior Vice President

Telephone Number: 615-770-8348 Fax Number: 866-539-7192

Email address: marshall_elizer@gspnet.com

Notice of Requirement for Affirmative Action

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

Equal Opportunity Agreement

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

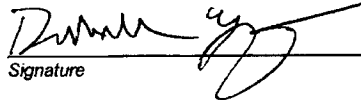
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

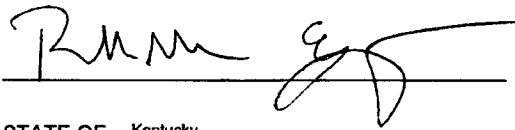
I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

Gresham, Smith and Partners
Name of Business

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Marshall Elizer, Jr. on this the 6th day of April, 2015.

My Commission expires: 22 March 2016


NOTARY PUBLIC, STATE AT LARGE

AFFIDAVIT

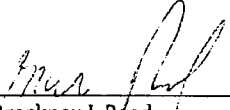
Comes the Affiant, Marshall Elizer, Jr., and after being first duly sworn, states under penalty of perjury as follows:

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

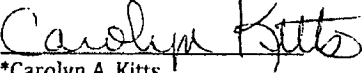
Continued on next page



- A periodic reporting and auditing system has been established internally for the purpose of measuring EEO progress and for updating the affirmative action plan annually.



Brackney J. Reed 3-31-15
Equal Employment Opportunity Officer Date



*Carolyn A. Kitts 3-31-15
Director of Human Resources Date
(615) 770-8167

*Responsible for implementation of the AAP.



4. Training Procedures

- As part of any tuition reimbursement program, and in support of the Affirmative Action thrust, encouragement and special effort will be made to encourage minority employees to utilize the program.
- All training and development programs within the company will be reviewed periodically and made available to all employees including minorities.
- All trainers and supervising management personnel shall be required to report the progress of any minority employee in training, directly to the AAP officer to assure that the skills of minority employees are being developed and upgraded to their fullest potential.
- Employees are currently trained by experienced employees under full working conditions under the supervision of a management employee.

5. Publicity

- **External**

- a. In the development of company brochures and direct mail flyers, and all external publicity material, an Affirmative Action statement will be included with the printed material.
- b. Where pictures of the staff are included in external publicity material, minority employees will be included.
- c. Printed materials for company use, such as purchase orders, etc., will include an Affirmative Action statement where possible.

- **Internal**

Development of new procedures, policies, and other administrative internal publications will include a statement of Affirmative Action, and in particular, place special emphasis on the recruitment and utilization of minority employees.

REQUIRED DOCUMENTATION

Affirmative Action Plan



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

Gresham, Smith and Partners Affirmative Action Plan

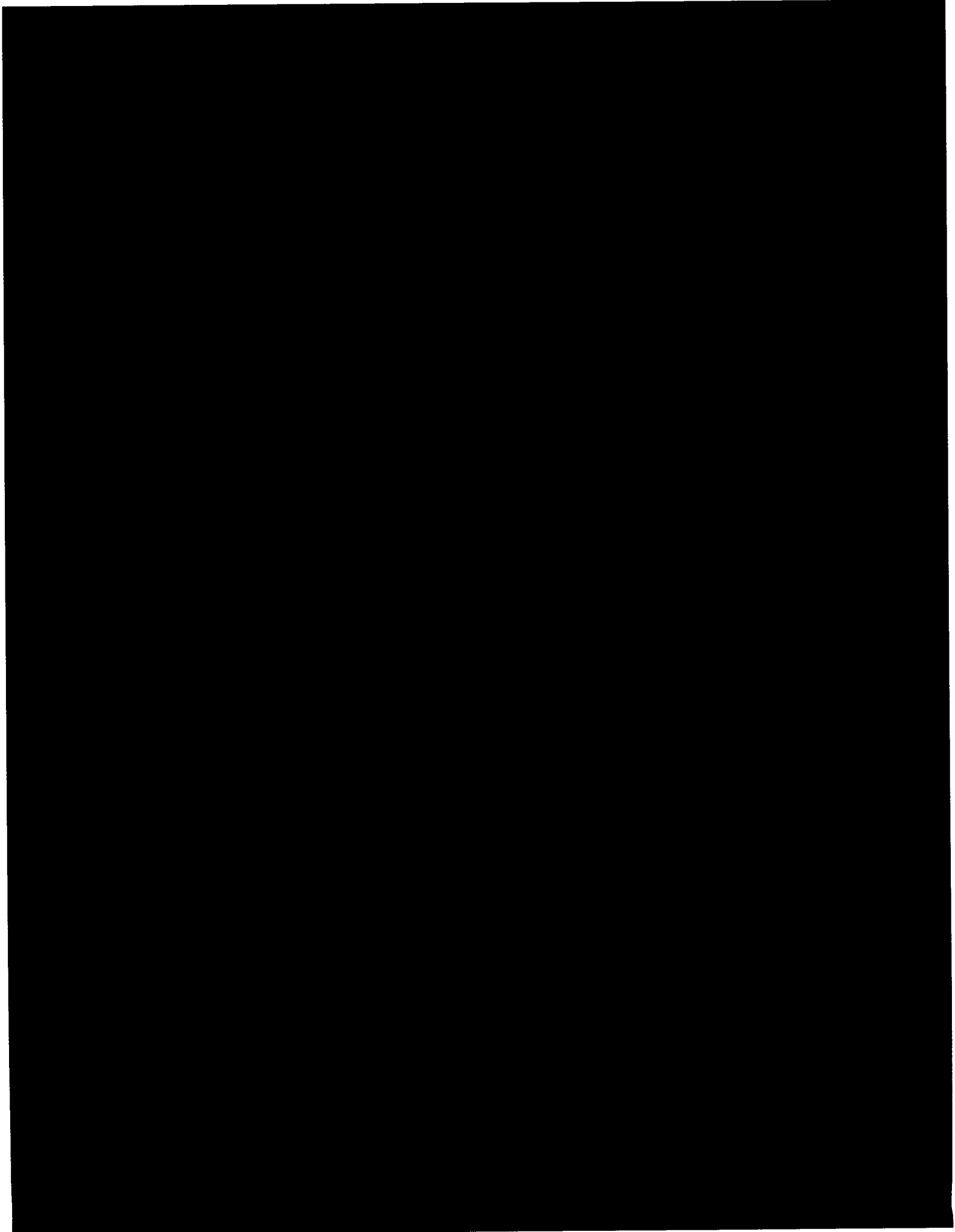
Programmatic Activities and/or Goals

1. Recruitment/Advertising

- All employment advertisements will include a statement that our company is an Equal Opportunity Employer.
- Specific affirmative action in the areas of recruitment and hiring in terms of the employment of minority individuals and minority businesses will be taken to insure equal employment opportunity and shall include but not be limited to the following:
 - a. When vacancies occur, Gresham, Smith and Partners will advertise utilizing minority media or minority published newspapers, where available, that have greater minority readership, using the term "Equal Opportunity/Affirmative Action Employer" in all such employment opportunities.
 - b. With respect to use of part-time college students and/or co-ops, efforts are currently made to include minority candidates in the interview/hiring process.
 - c. Gresham, Smith and Partners will refer to its Affirmative Action Policy Statement on its employment application to reaffirm its commitment to equal employment opportunity.
- Our Company's Equal Employment Opportunity Policy will be displayed on the applicant website which is the location that all applicants apply for employment.
- Gresham, Smith and Partners will seek to increase the flow of minority applicants through community resources and any governmental referral programs with placement opportunities. Such public and private employment offices and business contacts will be advised in writing of its AAP/EEO policy and will be urged to refer qualified minority applicants as needed.
- Gresham, Smith and Partners considers minority applicants for vacancies in all job classifications in conjunction with its established AAP policy, including advancement and promotion from within on the basis of individual qualifications, potential and job performance.

Design Services For The Built Environment

1400 Nashville City Center / 511 Union Street / Nashville, Tennessee 37219-1733 / Phone 615.770.8100 / www.greshamsmith.com



REQUIRED DOCUMENTATION

SECTION 3.0

Knowledge of the Project

As introduced in our cover letter, our team includes a wealth of past experience with Town Branch Commons and related downtown Lexington projects. SCAPE, led by Kate Orff, conceptualized the winning vision for the original design competition and continues to support the effort. GS&P's Louis Johnson worked throughout that entire process as a liaison to the Lexington Downtown Development Authority, and has also worked on numerous related efforts.

Our team understands the true magnitude of the Town Branch Commons. This concept sets the stage for a transformational public space vision that will fundamentally shift the existing quality of place and opportunity for increased economic development in downtown Lexington. Town Branch Commons focuses on improved connections through and across the corridors for multiple modes of transportation; sustainability-focused practices such as the plans for stormwater management, cleansing and education; and creating a new front for Vine Street through vibrant and engaging public spaces.

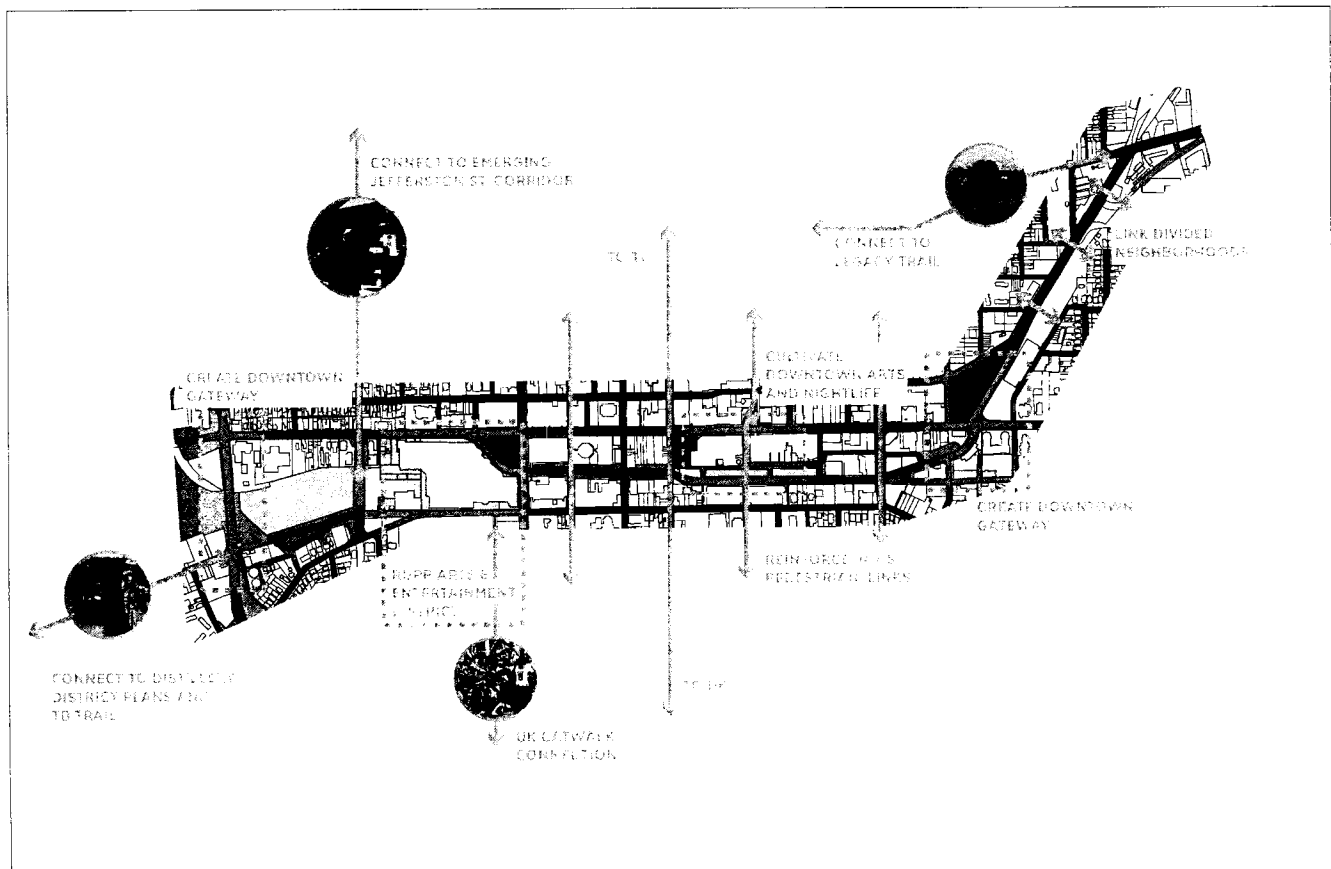
Beyond downtown, Town Branch Commons will have multiple positive impacts for communities in all directions, as it is truly the heart of a comprehensive network.

WEST – Town Branch Commons heads through the Distillery District and out toward Masterson Station Park creating a critical connection for a wide variety of neighborhoods to link to downtown and beyond.

NORTH – Multiple spur connections to the Legacy Trail through the historic north side neighborhoods and along Newtown Pike link new residential development, Bluegrass Community and Technical College and Lexmark, one of Lexington's largest employers. Connections to the north will also positively impact the emerging North Limestone Corridor as improvements to North Upper and Limestone are discussed. This connection will be critical for both choice users and lower income communities that will benefit from additional connectivity to jobs and community assets.

EAST – Connections east to the East End Neighborhood and to the proposed mixed-use development along Midland Avenue, connecting again to the trail head of the Legacy Trail and eventually along proposed connections on Winchester Road.

SOUTH – The Town Branch Commons network will also be tied to the University of Kentucky through other improved connections like the recent South Limestone Streetscape and new bike facilities. These connections will also tie back to major health care employers, numerous neighborhoods and some of Lexington's other more desired destination points.



Demonstrated Capability in Obtaining Grant Funds

continued

Recipient	Grant Issuer	Amount	Description
City of Jackson, TN	Tennessee DOT, Transportation Enhancement Grant	\$1,000,000	GS&P assisted the City of Jackson in preparing a successful application for a TDOT TE Grant to fund a second project to further improve East Chester Street. The East Chester Street improvements project was an important element in the City of Jackson's Community Signatures plan for revitalizing the area— providing a major economic benefits for the historic East Jackson area that was ravaged by a 2004 tornado. The enhancements along East Chester Street compliment planned redevelopment of adjacent residential areas, ensuring success of the effort to attract displaced tornado victims back to the East Chester neighborhood. Improvements made in the Phase I project were extended into this Phase II project and included ADA-compliant sidewalks and multi-use path for bicyclists, curb and gutter with improved storm drainage, decorative street lighting, landscaping, and streetscaping.
City of Columbiana, AL	Alabama DOT, Transportation Enhancement Grant, Main Street Project	\$300,000	This project consisted 1,100 feet of new 5-foot-wide sidewalks and pedestrian lighting along the east side of North Main Street from Alabama Power Company to East Sterrett Street in downtown Columbiana, AL GS&P did sidewalk master plan for City that included this project, and prepared preliminary cost estimates for project. GS&P also assisted the City with the preparation of the Transportation Enhancement grant application that was submitted to ALDOT.
City of Columbiana, AL	Alabama DOT, Transportation Enhancement Grant, CR 47 Sidewalk Project	\$300,000	This project consisted of 0.65 miles of new 5-foot-wide sidewalks along CR 47, Pitts Drive and Washington Street to provide walkable access to Elvin Hill Elementary School. GS&P did sidewalk master plan for City that included this project. GS&P quickly prepared the environmental document, designed and prepared sidewalk plans and prepared construction cost estimate for project, which were submitted to ALDOT for ARRA stimulus funding. The project was not awarded stimulus funding, but was awarded funding through the Transportation Enhancement program.
City of Helena, AL	Alabama DOT, Alabama Transportation Rehabilitation Project, SR 261 Intersection Project	\$150,000	Intersection improvements at the intersection of SR 261, CR 17 and CR 52W to provide a southbound left-turn lane on SR 261 and make equipment and timing improvements to the traffic signal. The project involved the planning, resurfacing and restriping of approximately 500 feet of SR 261. GS&P originally identified this short-term, quick, low cost intersection improvement project in an RPCGB APPLE study completed for the City of Helena in 2012/2013. Using information from the APPLE study, on behalf of the City, GS&P prepared an application to fund this project through ALDOT's Alabama Transportation Rehabilitation and Improvement Program (ATRIP). The project construction and CEI were fully funded through ALDOT's ATRIP program.
City of Madison, IN	State of Indiana, Office of Community and Rural Affairs, Alley Reclamation	\$100,000	GS&P was asked to prepare a grant application for funds from the Office of Community and Rural Affairs (OCRA) for the reclamation and rehabilitation of an alley, into a pocket park and dining area. OCRA was looking for projects to invest in urbanized areas that would help to create a sense of place and hopefully encourage adjacent economic development. Our project was selected and includes elements of roadway work, decorative street lighting, landscape, streetscape and public art.
Evermore CID (Snellville GA)	Atlanta Regional Council, Livable Centers Initiative(LCI), Park Place Intermodal	\$100,000	The Park Place Multimodal Center Livable Centers Initiative (LCI) sets forth a vision and strategy to transform the old Stone Mountain Olympic Tennis Complex into an economically viable mixed-use and special events center that will serve as a focal point of transit service as well as a catalyst for new growth. Decline on this key site has been symptomatic of the area's recent decline, with the failure of both the Tennis Center and the adjacent Target store. The recommendations put forth by the LCI study for repurposing these properties have the potential to leverage the area's assets and key location to catalyze growth in the corridor by introducing dramatically increased accessibility via a new multimodal center. GS&P authored the successful grant opportunity on behalf of the Evermore Community Improvement District (CID). The study was funded as part of the Atlanta Regional Commission's award-winning Livable Centers Initiative.

Capacity to Perform the Work

Timing will be critical to producing a grant application that ties the reviewing elements to the Town Branch network in a way that persuades commitment from the TIGER panels within the brief timeline that will be expected by the USDOT. The GS&P team has been formed to maximize efficiency and achieve this exact goal for the LFUCG. Using the foundation that SCAPE has laid we are uniquely positioned to hit the ground running, minimizing cost and time associated with a new team becoming familiar with the project. We have also already begun to internally program time from our grant writing leadership in anticipation of our team being selected for this opportunity.

Team Member	Company	Capacity
Marshall Elizer Jr., PE., PTOE	GS&P	25%
Louis R. Johnson, LEED GA, ASLA	GS&P	40%
Michael Sewell, PE.	GS&P	45%
Kate Orff	SCAPE	30%
Anne Weber	SCAPE	55%
Gena Wirth	SCAPE	55%
Joe Berlin	AECOM	40%
Kylie Ford	AECOM	45%

Demonstrated Capability in Obtaining Grant Funds

Below is a list of the most recent successful grant applications that were prepared by GS&P.

Recipient	Grant Issuer	Amount	Description
Mississippi Department of Transportation	USDOT TIGER III Grant, Mississippi River Bridges Incident Management & Mobility Project	Nearly \$10,000,000	In 2011, with assistance from GS&P, MDOT was awarded \$9,814,700 in TIGER III Discretionary Grant funds from USDOT for the Mississippi River Bridges Incident Management, Freight Movement and Security project. The innovative Intelligent Transportation System project includes the installation of an active bridge monitoring and information dissemination system on four Mississippi River bridges connecting rural communities in Mississippi, Louisiana, and Arkansas. The project improves safety, mobility, security and efficiency as well as promotes interstate and waterway commerce and job retention and creation. The project enhances incident and emergency management by providing travelers, commercial operators and maritime carries with critical information that will help in the prevention of accidents. It provides more than \$10 in benefits to the public for every \$1 spent.
Mississippi Department of Transportation	USDOT TIGER V Grant, I-20 Mississippi River Bridge Rehabilitation	\$4,250,000	GS&P assisted MDOT and LaDOTD in requesting TIGER V discretionary grant funds for implementation of the I-20 Mississippi River Bridge Rehabilitation project. The effort resulted in the award of a \$4.25 million grant. Now substantially complete, the project brought the bridge back into a state of good repair, maintaining the safety, operability and resiliency of this critical transportation network.
City of Sparta, TN	Tennessee DOT Multimodal Access Grant	\$1,000,000	GS&P assisted the City of Sparta in its application for multimodal funding from the Tennessee Department of Transportation for the proposed US 70 / West Brockman Way sidewalk enhancement project. The application was part of a competitive process beginning with submittals to each local Regional Planning Organization in the state. Projects selected by each RPO would then be submitted to TDOT for final selection of projects to receive this funding. Potential funding was for up to \$1,000,000. The City of Sparta received the grant award in 2014 and GS&P is now under contract for NEPA, Design Documents and CEI for the project.
City of Knoxville, TN	Tennessee DOT Multimodal Access Grant	\$1,000,000	GS&P was selected to design intersection improvements for the Clinton Highway / Merchant Drive Intersection in Knoxville, TN. During the schematic phase of design TDOT announced they were awarding grant money to eligible projects across the state. The grants were for up to a maximum of \$1 million dollars toward construction and were to be selected based on the applicant's ability to demonstrate the multimodal needs and benefits for the selected project. GS&P identified the Clinton Highway / Merchant Drive project as a strong candidate to be awarded some level of grant money and partnered with the city to develop an application for submittal. Our grant application focused on the community served by the proposed project instead of focusing on the particulars of the improvements themselves. In retrospect, the grant application process inspired us to develop an improved schematic design once we learned about the dynamics of the community and visitors of the area. Outreach not only improved our project, it also strengthened our application by increasing our understanding of the community. The end result of our approach and outreach was an award of the full \$1 million dollars to help make this important project a reality.

Joseph Berlin

AECOM

BENEFIT COST ANALYSIS

Joseph is a senior economist specializing in cost-benefit analyses of environmental restoration projects, water projects and transportation projects. He has developed several models for estimating the benefits of port projects and has experience with many of the standard models used for estimating the benefits of water projects, surface transportation projects, and environmental restoration projects.

RELEVANT PROJECTS

MDOT - TIGER Grant Application I-20 Bridge at Vicksburg

MDOT - Airport Parkway Technical Advisor for Preparation of Public-Private Partnership Solicitation, Jackson, MS

MDOT - Highway US 49 Bypass Benefit Cost Analysis, Hattiesburg, MS

MDOT - Mississippi River Bridges Intelligent Transportation Systems Benefit Cost Analysis

EDUCATION

1993/Master of Art, Economics,
University of New Mexico

1979/Bachelor of Science,
Business Administration,
Accounting, Louisiana
State University

YEARS OF EXPERIENCE

With AECOM: 5

With other firms: 28

Kylie Ford

AECOM

BENEFIT COST ANALYSIS

Kylie is an Economist with experience evaluating transportation and port improvement projects. She has prepared detailed reports, funding requests, and decision documents for public agencies. She is a recent graduate of The University of Alabama's MA in Policy Economics Program. As a graduate student, she gained experience analyzing large data sets using spreadsheet, database, and statistical software. The focus of her graduate thesis and major course work was related to urban planning, housing, and socioeconomics.

RELEVANT PROJECTS

Lafourche Parish Government - Preparation of TIGER Discretionary Grant Application, Galliano, Louisiana

Port of South Louisiana - Preparation of TIGER, Laplace, Louisiana

Port of South Louisiana - Preparation of Capital Outlay Requests for FY 2014-2015, Laplace, Louisiana

Port of South Louisiana - Preparation of Louisiana Port Construction and Development Priority Program Application, Laplace, Louisiana

EDUCATION

2013/Master of Art, Economics,
Kent State University

2012/Bachelor of Business
Administration, Economics,
Kent State University

YEARS OF EXPERIENCE

With AECOM: 1

With other firms: 1

PROJECT NARRATIVE/REVIEW

Gena is a designer, urban planner, and horticulturalist. As project manager at SCAPE, she pulls from her interdisciplinary training to create ecologically rich and culturally relevant landscapes from the infrastructural scale to the site level. Gena was on the original Oyster-ecture team and was the project manager for SCAPE's involvement in SIRR, studying large-scale harbor-wide strategies for coastal protection measures that will be utilized in preparation for the next Superstorm. She was also the project manager for SCAPE's winning Rebuild By Design proposal, Living Breakwaters, a climate change resiliency strategy for the South Shore of Staten Island. Developed in tandem with an interdisciplinary team of architects, engineers, marine biologists, and educators, the project was selected for \$60,000,000 of implementation funding by the Department of Housing and Urban Development in the spring of 2014 and is currently in the EIS and pre-construction phase.

RELEVANT PROJECTS

Lexington Wet Weather Storage Facility, Lexington, KY SIRR Coastal Protection Planning, New York, NY

Living Breakwaters, Rebuild by Design, HUD, NJ/ NY Metropolitan Region (Winner) Town Branch Commons, Lexington, KY

PAVE Academy, New York, NY

Columbia University Medical Center, Medical Education Building, New York, NY

Oyster-ecture, Gowanus Bay Pilot Project, New York, NY

103rd Street Community Garden, New York, NY (Winner, ASLA Award)

Mt. Sinai Medical Campus Residential Tower, New York, NY

Blue Wall Environmental Center, Cleveland, SC

Petrochemical America Publication, New York, NY

EDUCATION

2009/Master of Landscape Architecture, Harvard University Graduate School of Design

2009/Master of Urban Planning, Harvard University Graduate School of Design

2005/Bachelor of Science, Landscape Horticulture, University of Delaware

RELEVANT EXPERIENCE

With SCAPE: 6
With other firms: 6

Kate Orff

SCAPE / LANDSCAPE ARCHITECTURE PLLC

PROJECT NARRATIVE/REVIEW

Kate is the founder and design director of SCAPE. She has designed landscapes for prominent institutions and private clients that have been published nationally and internationally. With a background in environmental science, the political and social sciences, and fine arts, she merges ecology and strong form to create rich, bio-diverse, textured landscapes that magnify the relationship between people and place. She lectures widely in the U.S. and abroad on the topic of urban landscape and new paradigms of thinking, collaborating and designing for the Anthropocene era. Kate is also the director of Columbia University GSAPP's Urban Design Program.

RELEVANT PROJECTS

Water Works Park, Minneapolis, MN

Town Branch Commons, Lexington, KY

SIRR Coastal Protection Plan, New York, NY

Living Breakwaters, Rebuild by Design, HUD, NY/NJ Metropolitan Region (Winner)

Buffalo Niagara Medical Campus Streetscape, Buffalo, NY

adAPT Microhousing, New York, NY

Harlem RBI DREAM Charter School, Harlem, NY

Battery Park City Community Center, New York, NY

Blue Wall Environmental Center, Cleveland, SC

Glen Oaks Branch Library (Winner, NY ASLA Award)

103rd Community Garden and Park, Harlem, NY (Winner, NY ASLA Award)

Oyster-tecture, Gowanus Bay Pilot Project, Brooklyn, NY

PAVE Academy, Brooklyn, NY

EDUCATION

1997/Master of Landscape Architecture, Harvard University

1993/Bachelor of Arts, Political and Social Thought with Distinction, The University of Virginia

REGISTRATION

Professional Engineer: KY, NY, CT, NJ, SC

YEARS OF EXPERIENCE

With SCAPE: 11

With other firms: 5

Anne Weber

SCAPE / LANDSCAPE ARCHITECTURE PLLC

QUALITY REVIEW/GRAPHIC DESIGN

Anne is a landscape designer who brings a background in visual arts and documentary photography. She was a key member of the research and drawing team for Petrochemical America and plays a critical role in the design of the Town Branch Commons project in Lexington, KY. Anne is currently collaborating with engineers to develop innovative methods for harvesting stormwater and strategically daylighting Town Branch creek and with the community of Howard Beach to develop post-Sandy rebuilding strategies as part of Governor Cuomo's New York Rising Program.

RELEVANT PROJECTS

Kingston Brownfield Opportunity Area Masterplan, Kingston, NY

Town Branch Commons, Lexington, KY

Lexington Wet Weather Storage Facility, Lexington, KY

Rupp Arena, Lexington, KY

Water Works Park, Minneapolis, MN

Lucas Museum of Narrative Art, Chicago, IL

New York Rising Community Reconstruction Program

First Avenue Water Plaza, New York, NY

EDUCATION

2013/Master of Landscape Architecture, Harvard University Graduate School of Design

2008/Certificate in Documentary Studies, Duke University

2003/Bachelor of Arts, Visual Art, Yale College

YEARS OF EXPERIENCE

With SCAPE: 3

With other firms: 4



Michael Sewell, P.E.

STATISTICS GATHERING, PROJECT NARRATIVE, AND LETTERS OF SUPPORT

Mike brings 20 years of experience in the planning, design and implementation of varying transportation projects. An accomplished transportation engineer and project manager, he brings a wealth of knowledge gained from providing successful solutions to clients, and having worked in four different GS&P offices throughout his career.

While Mike has undertaken a broad variety of projects ranging from rural roadways to some of the largest endeavors that GS&P has undertaken, his passion is advancing the cause for multimodal transportation planning. As a daily bike commuter, Mike's advocacy efforts for cyclists and pedestrians have helped forge many important relationships within the Louisville community. He also serves as a vital technical connection through public involvement campaigns. Mike has helped pioneer the use of visual communications and renderings by GS&P's firmwide transportation engineering practice. He enjoys his prominent role in championing the engineering process, leveraging his knowledge of design and project implementation to connect the community. Mike excels in effectively communicating engineering designs to the general population, and he uses his talents to gain support for meaningful infrastructure projects from stakeholders and the public.

RELEVANT EDUCATION

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

2002/Bachelor of Civil Engineering, University of Louisville

Professional Engineer: KY, OH

National Society of Professional Engineers Greater Louisville Inc.

Indiana Society of Professional Engineers

American Society of Highway Engineers/ Derby City

American Council of Engineering Companies/Kentucky

American Society of Civil Engineers/Louisville

KY Society of Professional Engineers/Louisville Chapter, Member, Co-Chair of Engineer's Week Banquet

American Society of Highway Engineers/ Middle Tennessee, Treasurer

With GS&P: 12

With other firms: 7

Louisville Metro Economic Development - 4th Street Improvements, Louisville, KY—Project Manager. GS&P was called on to develop preliminary and final construction plans as well as right-of-way documents that were sufficient to support roadway improvements for 4th Street as recommended by the University Corridor Redevelopment Study. Through preliminary design, GS&P made significant improvements to the initial study recommendations with regard to bicycle/pedestrian mobility and safety, as well as reducing costly utility relocations and providing alternative that gave a variety of potential alternatives. These alternatives ranged from complete avoidance of existing residences to a fresh start approach. An intensive public involvement process allowed GS&P to gain the support of area residents. One addition to the study is a roundabout at the intersection of Industry Road and 4th Street, which will help divert truck traffic away from the University of Louisville as well create a signature entrance to the campus. In the end, we are helping Louisville Metro move forward with our original plan to minimize impacts to residences while still providing the critical components that allow users safe and comfortable passage on whatever mode they choose.

West Market Street - Corridor Improvement Study and Design, Louisville, KY—Project Manager. GS&P, working with the city's Economic Development Department, developed strategies for physical improvements to the corridor to improve the quality of life for area residents while encouraging future growth and redevelopment of an economically depressed urban neighborhood. GS&P engaged the community through an extensive public participation process that included a citizen task force composed of area stakeholders. Students from the local high school also participated during the planning process as an educational tool and to further community support of the final recommendations. When completed, the project will improve aesthetics, walkability and ADA compliance.

Greater Rubicon Transportation Strategy, Dayton, OH—Project Manager. GS&P teamed with the City of Dayton and key stakeholders to craft a transportation strategy for the Greater Rubicon area. The main objective of the study was to develop a multi-modal transportation

network that supported the revitalization of the area into a series of pedestrian-friendly blocks with an active street life. The end result was a series of recommendations that balanced the creation of place with the need to move vehicular traffic. GS&P developed a poster presentation of the recommendations that was widely complimented by the clients. The project included a roadway/pedestrian/transit plan and a bicycle plan that included routes for A and B class bicyclists.

Louisville Metro Public Works and Assets - Hubbards Lane Widening, Jefferson County, KY—Principal. GS&P is designing this 1.4 miles roadway widening project located in Jefferson County, Kentucky between KY 1447 (Westport Road) to Kresge Way/Bowling Boulevard. The purpose and need of this project is to increase capacity and safety of Hubbards Lane between KY 1447 (Westport Road) to US 60 (Shelbyville Road), and to improve bicycle and pedestrian accessibility from KY 1447 (Westport Road) to Kresge Way/Bowling Boulevard. The thing that truly separated GS&P from the rest of firms is the way that the public involvement was handled. While the questioning was difficult and the visibility was high, GS&P was able to foster goodwill and provide solid background for each decision made to the public. This was packaged into a public involvement campaign recording document for archiving by the Louisville Metro PM and to assist the newly assigned KYTC PM with backup that LPA projects require. GS&P presented alternatives that fell outside of currently allowed KYTC standards, we took the initiative to provide central office justification for our decisions. In the end, a workable solution was provided and a preliminary DES has been drafted.

Louisville Metro Parks - Southwest Greenways Master Plan, Louisville, KY—Project Manager. The Louisville Metro Parks Department selected GS&P to develop a greenways master plan for southwestern Louisville, Kentucky—an area rich in natural and cultural resources. GS&P provided an innovative design solution that identifies opportunities for a network of paths and greenway corridors that connect neighborhoods to natural and historic areas and other area amenities, including neighborhoods, schools, workplaces, shopping areas and community centers.



Louis R. Johnson, LEED GA, ASLA

PROJECT MANAGER, PROJECT NARRATIVE, AND GRAPHIC DESIGN

Louis's experience includes seven years of planning and urban design on more than 45 projects of various scales across the southeastern United States.

He is a graduate of Georgia Institute of Technology where he earned a Master's in Urban Design and the University of Kentucky where he earned a degree in Landscape Architecture. He is the current president of the Kentucky Chapter of the American Society of Landscape Architects.

EDUCATION

2010/Master of Science,
Architecture and
Urban Design, Georgia
Institute of Technology
2008/Bachelor of Science,
Landscape Architecture,
University of Kentucky

MEMBERSHIPS AND AFFILIATIONS

American Society of
Landscape Architects/
Kentucky, Chapter
President, President-
Elect, At-Large Member
University of Kentucky
Department of
Landscape Architecture,
Adjunct Instructor

YEARS OF EXPERIENCE

With GS&P: 1
With other firms: 6

RELEVANT PROJECTS

Town Branch Commons - Project Management*, Lexington, KY—Developed the original call for submissions for the Town Branch Commons Design Competition. Acted as liaison to the Downtown Development Authority throughout the Feasibility Study Process. Supported design team upon request for site research.

Downtown Two Way Study - Liaison to Lexington DDA*, Lexington, KY—Operated as the liaison to the Downtown Development Authority throughout the Downtown 2-way conversation study providing input and helping facilitate meetings with stakeholders throughout Downtown Lexington

North Limestone Vision/Grant Submittal - Vision Plan*, Lexington, KY—Aided the North Limestone CDC in conceptualizing projects including streetscape improvements, public space designs, and affordable infill/renovation housing improvements. Played a key role in helping the NoLi CDC secure well over half a million dollars in competitive grant funds.

Rupp Arena Arts and Entertainment District (RAAED) - Program Management*—Aided in process management throughout the development of the RAAED planning and design process. Involvement included working with multiple high level stakeholders to help develop the overall vision plan for the District.

Lexington Distillery District - Master Plan*, Lexington, KY—Provided design support through the planning and vision process. The project led to the creation of a TIF district, and included portions of the Town Branch Trail west of Downtown.

Fourth Street Zoning Study - Zoning Review and Recommendations*, Lexington, KY—Researched existing zoning along West Fourth Street, Newtown Pike, Jefferson Street and Georgetown Street. Facilitated and led public meetings to engage residents and stakeholders about current issues related to zoning and make recommendations for improved policies.

East End Small Area Plan*, Lexington, KY— Provided public meeting support, research and graphic production support throughout the entire planning process. Recommendations included developing relationships to the Legacy Trail, identifying potential mixed-use infill development sites, and strategies for quality of place improvements.

Bluegrass Community Technical College Newtown Pike Campus - Campus Plan*, Lexington, KY—Provided meeting facilitation and graphic support throughout the campus planning process. Developed key character images setting the stage for the urban campus as a gateway to Downtown Lexington.

Germantown/Shelby Park Rail Corridor Area-Wide Plan - District Planning*, Louisville, KY—Project manager of the brownfield study that identified opportunities for community improvements focused on brownfield and vacant/abandoned sites. The plan attempted to lay the ground work for improved economic vitality of a post industrial area, more connected neighborhoods, and a more ecologically resilient collection of communities.

I-75/85 Connector Transformation - Master Plan*, Atlanta, GA—Aided multidisciplinary design team in research and development of concepts to improve the I-75/85 Connector through Downtown Atlanta by way of physical improvements to surrounding public spaces, bridges, and remnant spaces.

Louisville Olmsted Parkway - Multi-Use Trail, Louisville, KY—Following a period of conflict over the original design intent of the historic Kentucky road system, Louisville Olmsted Parks Conservancy reached out to GS&P for resolution. After careful analysis of the corridor's existing design features, the GS&P team developed an award-winning set of design standards that acknowledge significant functional requirements while preserving the character of the corridor's cherished parkways.

Champions Park (Formerly River Country Club) - Master Plan, Louisville, KY—GS&P listened to public input, gathered regional needs information, created multiple schematic plans and developed a concept plan and GIS corridor maps to create a park master plan for this former country club site. The plan balanced natural areas with passive uses and active recreation as part of Louisville's healthy hometown initiative.

Old Brownsboro Crossing - Mixed-Use Development, Louisville, KY—GS&P provided design services for this mixed-use development that provides a variety of regional services to a rapid growth area east of Louisville. With extensive green space, including a three-acre park and town square, it encompasses a multi-use trail network connecting to activity centers, and provides opportunities for bicycle and pedestrian access from one center to the next.

* Denotes individual experience

MEMBER OF THE
 PROFESSIONAL
 American Public
 Works Association
 American Society of
 Civil Engineers
 American Society of
 Highway Engineers/
 Middle TN Chapter
 Association of Pedestrian
 and Bicycle Professionals
 Tennessee Road
 Builders Association
 Gulf Region Intelligent
 Transportation Society
 Institute of Transportation
 Engineers
 Intelligent Transportation
 Society of America
 Intelligent Transportation
 Society of Tennessee
 Intelligent Transportation
 Society of California/
 California
 PROFESSIONAL TRAFFIC
 OPERATIONS ENGINEER
 Professional Traffic
 Operations Engineer
 MEMBER OF EXTERNAL
 With GS&P: 18
 With other firms: 22

implement the Downtown Master Plan's vision to revitalize the Downtown area. GS&P's traffic study identifies and estimates the potential diversion of Abram Street traffic to other area roadways as travel lane capacity is removed from the corridor. The concept study portion of the project develops concept alternatives for all modes of transportation and pedestrians.

TDOT - Corridor Management Pilot Program, Statewide, TN—Principal. GS&P teamed with the Tennessee Department of Transportation on an initiative to better plan and manage Tennessee's transportation corridors. Funded in part by a grant from the National Governor's Association, the project seeks to engage a wide variety of stakeholders at the local, regional and state level to integrate transportation, land use, infrastructure, natural resources, tourism, economic development and other key perspectives in a collaborative and sustainable long-term vision. The project includes two pilot corridors and will culminate in a model corridor management agreement to be used statewide.

Western Kentucky University - Parking and Transportation Master Plan, Bowling Green, KY—Principal. GS&P was responsible for a parking and access study that addressed all elements of vehicular, pedestrian and bicycle transportation. Primarily focusing on confirming the growth and demand projections, GS&P provided guidance towards enhancement of the pedestrian environment and campus gateways with a detailed parking and access study focusing on parking demands, pedestrian flow, campus gateways and projected growth. GS&P completed the original master plan.

Greater Rubicon Transportation Strategy, Dayton, OH—Principal. GS&P teamed with the City of Dayton and key stakeholders to craft a transportation strategy for the Greater Rubicon area. The main objective of the study was to develop a multi-modal transportation network that supported the revitalization of the area into a series of pedestrian-friendly blocks with an active street life. The end result was a series of recommendations that balanced the creation of place with the need to move vehicular traffic. GS&P developed a poster presentation of the recommendations that was widely complimented by the clients. The project included a roadway/pedestrian/transit plan and a bicycle plan that included routes for A and B class bicyclists.

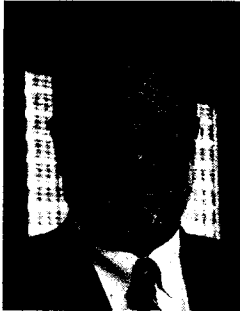
Nashville Downtown Transportation Plan, Nashville, TN—Principal. Study to assess needs and coordinate all transportation plans and modes in the core downtown area. Central to this effort was the accommodation of traffic, transit, pedestrian and parking needs for an expanded convention center, a new multi-modal transportation transfer station, downtown arena and NFL stadium.

Nashville Area Metropolitan Planning Organization - Green Hills Pedestrian Study and Advance Planning Report, Nashville, TN—Principal. Planning, urban design and engineering consulting services to develop a multimodal transportation plan to address congestion and future Nashville growth.

SELECTION CRITERIA RESPONSE

In addition to our detailed breakdown of the scope of services items in the previous section, the following is a direct response to the selection criteria.

Specialized Experience



GRESHAM
SMITH AND
PARTNERS

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

PRINCIPAL-IN-CHARGE, PRIMARY GRANT LANGUAGE

Marshall has diverse experience in traffic engineering and transportation planning projects including pedestrian/bicycle design, roadway and ITS design, municipal transportation plans, land use development and regulations, parking, traffic impact and access studies, access management, advanced traffic management systems, transportation system and demand management systems, transit planning and operations and traffic safety studies.

Marshall will serve as your primary point of contact and will lead the grant writing effort. He serves as a fellow of the Institute of Transportation Engineers, previous At-Large Director of Transportation for the American Public Works Association, on the technical committee who is currently rewriting the arterial chapter of the AASHTO Geometric Design Policy (Green Book) as well as numerous other multimodal-associated professional societies. Marshall knows how grant applications come together and the types of information that reviewers look for.

EDUCATION

1989/Master of Science,
Civil Engineering,
University of Tennessee

1974/Bachelor of
Science, Transportation
Engineering, University
of Tennessee

REGISTRATION

Professional Engineer:
KY, AL, AR, CO, GA, IN, LA,
MS, NC, OH, SC, TN, TX

RELEVANT PROJECTS

ALDOT - Tiger 6 Grant Application, Statewide, AL—For an integrated Interstate 10 and Interstate 65 joint project for incident management and improved transportation safety.

MDOT - Plan/Env WA #1: B/C Analysis and TIGER Application for I-20 Vicksburg Bridge, Vicksburg, MS—Principal. For this application to address structural and safety issues for this critical east-west transportation network bridge across the Mississippi River at Vicksburg.

MDOT - Plan/Env WA #2: B/C Analysis and TIGER Application for I-20 Vicksburg Bridge (Phase 2), Vicksburg, MS—Principal.

MDOT - Grant application for the Mississippi River Bridges Incident Management, Freight Movement and Security Project, a USDOT Tiger III Grant—Principal.

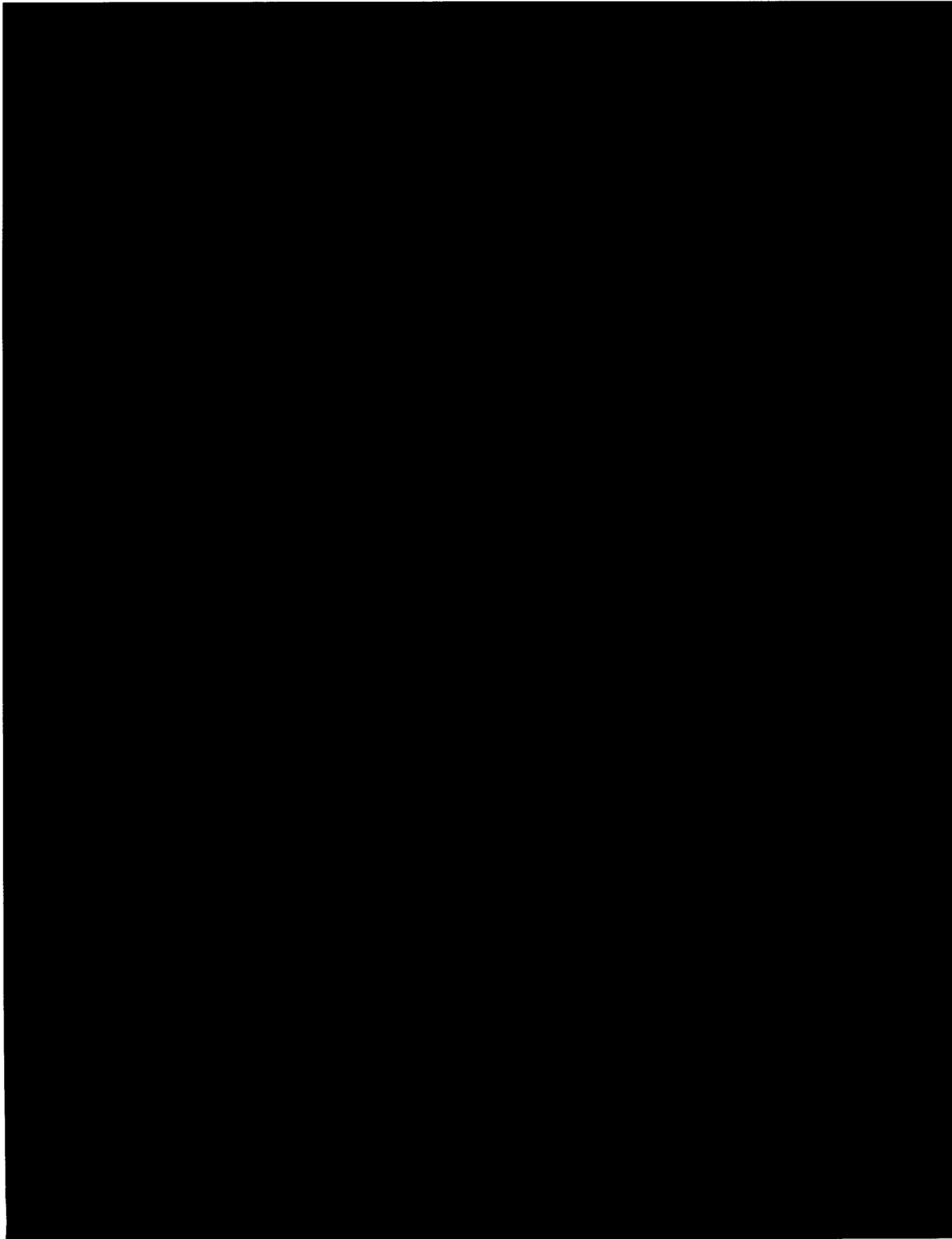
City of Roswell (GA) - Big Creek Bridge, Roswell, GA—Transportation Engineer. GS&P guided the City through funding acquisition, a detailed project development, and agency coordination work plan that developed a new bridge crossing of SR 400 and new corridors for accommodating local and regional roadway, pedestrian, bicycle and transit linkages.

Smyrna Land Use and Community Facilities Plan, Smyrna, TN—Principal. Preparation of a 20-year growth plan for the rapidly growing Town of Smyrna. Components included long-range land use, community facilities,

water, sewer, parks and recreation plans with associated implementation and funding strategies.

Knoxville RTPO - Knoxville Regional Complete Streets Study, Knoxville, TN—Principal. Working with the Knoxville Regional Transportation Planning Organization, GS&P prepared a Complete Streets Study for two corridors in the Knoxville region. The study process engaged the public and key stakeholders to develop a vision and recommendations for each corridor to guide future improvements for the safety, comfort and efficient transportation of bicyclists, pedestrians, transit riders and motor vehicle operators. A core component of the study was an intensive, interactive weeklong studio held for each corridor anchored on either end by public workshops. The study set forth specific recommendations for improvements along each corridor as well as establishing general guidelines for future complete streets improvements throughout the region.

City of Arlington - Abram Traffic Analysis Study, Arlington, TX—Principal. The City of Arlington tasked GS&P with performing a traffic study and a concept study as a part of the Abram Street Pilot Project (Cooper Street to Collins Street) which launched in October 2010. The Pilot Project report noted that the Downtown Arlington Master Plan, adopted in 2004, envisioned a "pedestrian-friendly, safe, vibrant and active Downtown Arlington." The report further stated that the future design of Abram Street will have a direct impact on the City's ability to fully



SELECTION CRITERIA RESPONSE

SECTION 2.0

Scope of Services Item 6: Grant Application Preparation/Submittal - Provide professional services, including but not limited to, graphic design, narrative writing, statistical gathering, benefit-cost analysis, preliminary environmental screening, letters of support, and cost estimates.

Our project team will develop the grant application with the minimum components below. We will utilize infographics and graphic exhibits wherever possible to communicate the design intent that supports the topics below.

- Project at a Glance - Executive Summary
- Detailed Project Description
- Summary of Project Commitment and Support
- Discussion of Project Partners and their Roles
- Grant Funds Requested and Sources/Uses of Project Funds
- Project Segmentation (as necessary)
- Primary Selection Criteria
 - » Long-Term Outcomes
 - » State of Good Repair
 - » Economic Competitiveness
 - » Livability
 - » Sustainability
 - » Safety
 - » Job Creation and Near-Term Economic Activity
 - » Job Creation and Preservation
- Compliance with Office of Management and Budget Guidance
- Identification of Economically Distressed Areas
- Impact on Near-Term Economic Activity
- Project Innovation
- Project Partnerships
- Jurisdictional and Stakeholder Collaboration
- Benefit-Cost Analysis Results
- Project Readiness (including ITS Architecture and SEA Requirements)
- NEPA Determination
- Project Schedule
- Environmentally Related Federal, State and Local Review
- State and Local Planning Approvals
- Required Legislative Approvals
- Technical Feasibility
- Financial Feasibility
- Federal Wage Rate Certifications
- Index of Supporting Information on Website

Appendices

- Appendix A: Commitment/Support Letters
- Appendix B: Preliminary Plans
- Appendix C: Cost Estimates
- Appendix D: Detailed Cost-Benefit Analysis Methodology
- Appendix E: Schedule
- Appendix F: Environmental Permitting Status Sheet
- Appendix G: Federal Wage Certifications

Following a successful final review by the project team and stakeholders, the GS&P team will submit the package in PDF form to LFUCG so that they can submit it to the GRANTS.GOV website prior to the submittal deadline. On the day the application is submitted a fully functioning project web page on the City's website that further supports the project and grant application should launch publicly. Digital copies will be delivered the following business day to all LFUCG stakeholders that have been involved in the TIGER grant pursuit.

Scope of Services Item 4: References - Provide three (3) public agency references for similar assignments.

Mississippi DOT TIGER Grants:

Wes Dean, Assistant Chief Engineer

Field Operations, 601-359-7007, wdean@mdot.ms.gov

Amy Mood, Assistant Chief Engineer

Pre-Construction, 601-359-7007, amood@mdot.ms.gov

City of Jackson, TN TDOT Enhancement Grant:

Keith Donaldson

Principal Planner & Transportation Planning Coordinator,
731-425-8275, KDonaldson@cityofjackson.net

City of Knoxville, TN TDOT

Multimodal Access Grant:

Karen McKeehan

865-215-6125, kjmckeehan@cityofknoxville.org

City of Madison, IN Indiana OCRA Grant:

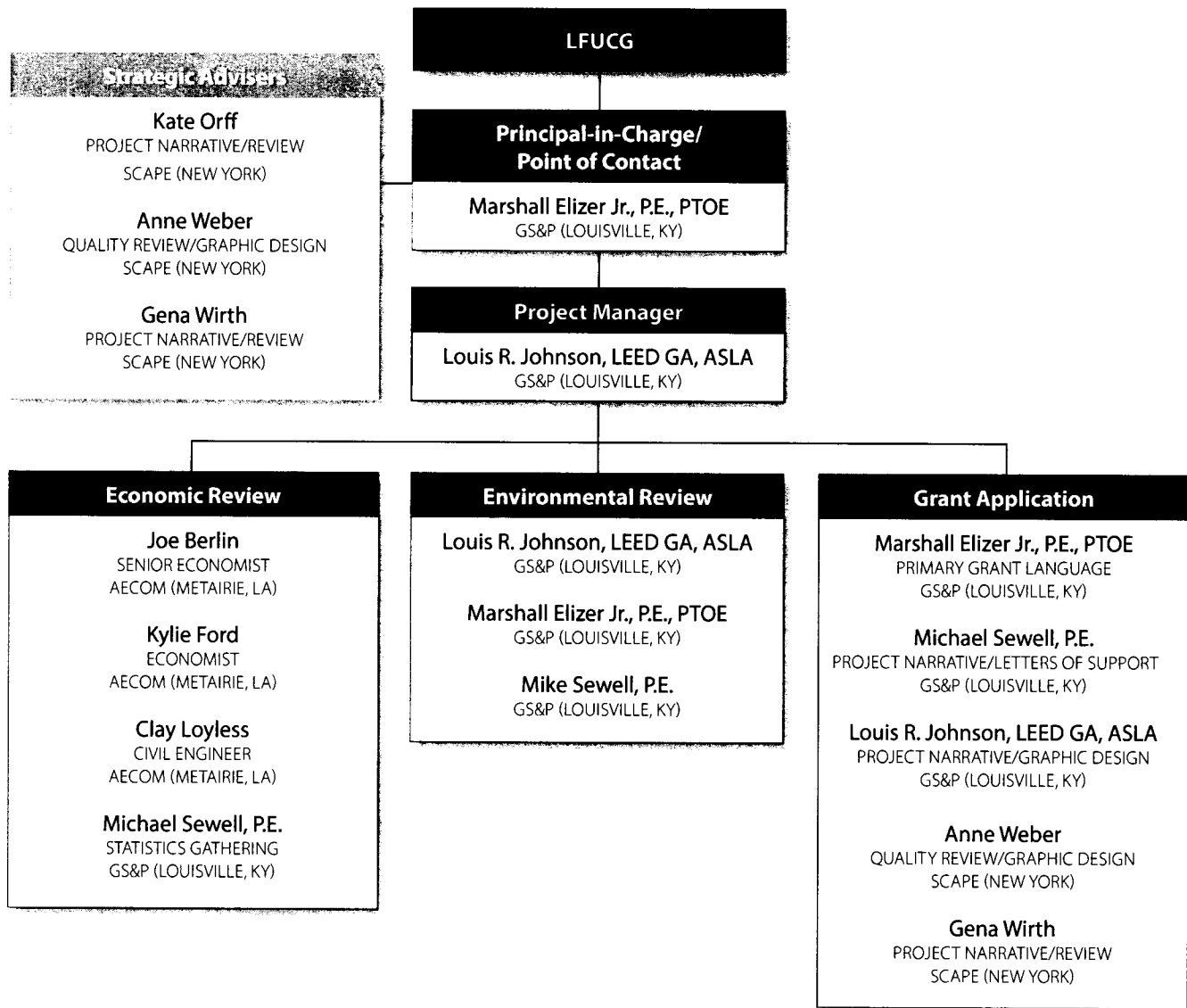
Andrew Forester, Director, Community Relations

812-265-8300, community@madison-in.gov

Scope of Services Item 5: Rate Schedule - Provide schedule of hourly rates based on personnel classification.

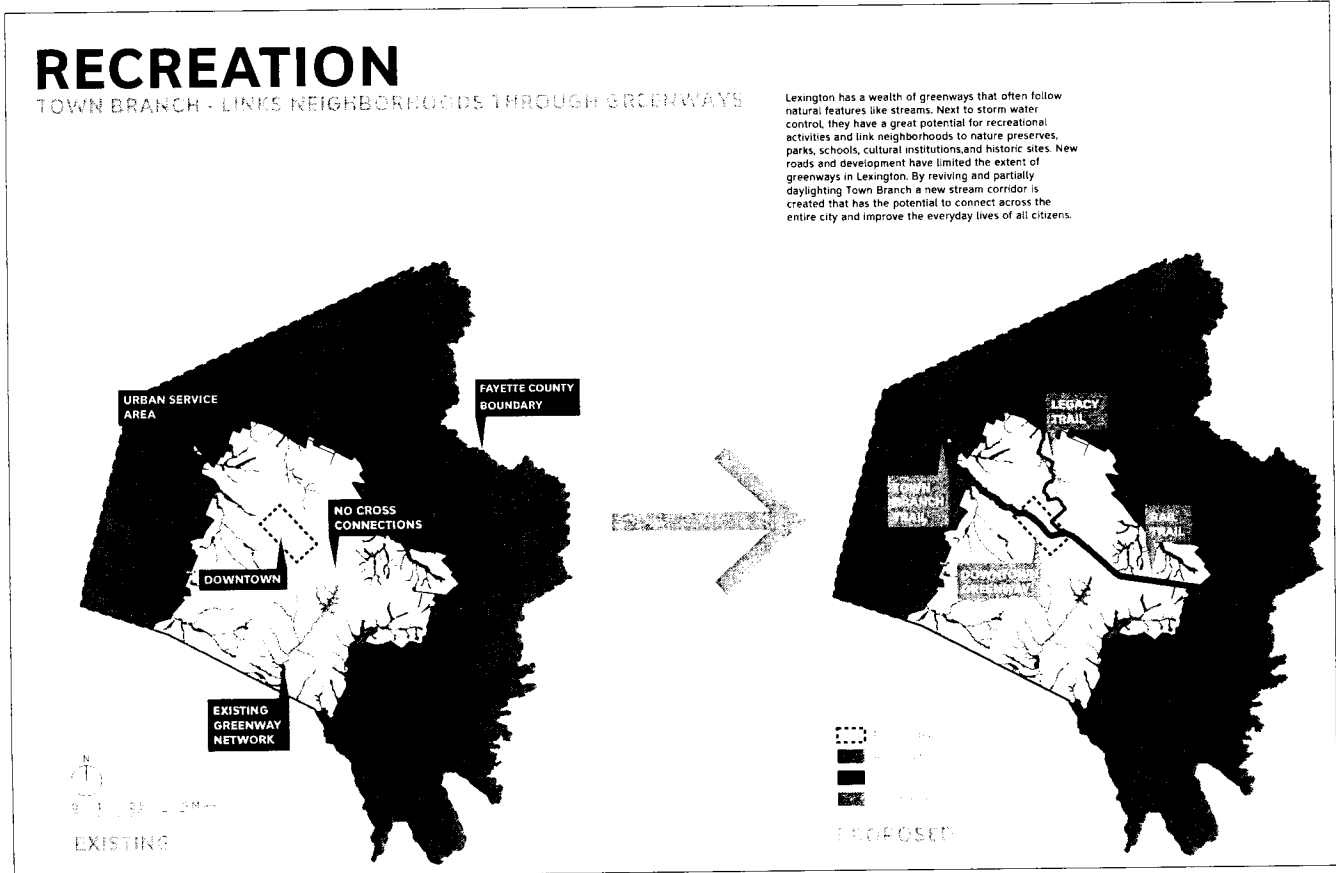
Team Member	Company	Classification	Rate
Marshall Elizer Jr., P.E., PTOE	GS&P	Principal	\$255
Michael Sewell, P.E.	GS&P	Project Manager	\$170
Louis R. Johnson, LEED GA, ASLA	GS&P	Project Professional	\$94
Kate Orff	SCAPE	Principal	\$300
Anne Weber	SCAPE	Project Professional	\$85
Gena Wirth	SCAPE	Project Professional	\$145
Joe Berlin	AECOM	Senior Economist	\$158
Kylie Ford	AECOM	Economist	\$65
Clay Loyless	AECOM	Civil Engineer	\$130

Scope of Services Item 3: Project Team - Provide an organizational chart showing the names, responsibilities and geographic location of key personnel. Identify the key point of contact with LFUGG.



Scope of Services Item 2: Schedule - Provide a schedule for grant application completion, including critical milestones and review time/meetings with LFUCG.

	Duration	April	May	June
Kick-off meeting	April 24	●		
Develop the draft outline and content	April 27	●		
Develop funding ask and confirm matching amount	May 1		●	
Submit pre-application to GRANTS.GOV by noon the day before the May 4th deadline	May 3		●	
Collection of existing images, photos, reports, etc from LFCUG	May 5		●	
Develop concept PS&E – includes cost estimate, draft environmental screening report and all process steps	May 6-22		■	
Submit initial draft for review approximately 10 days before submittal if possible	May 25		●	
Comments from draft due back to GS&P	May 28		●	
Submit final draft for review, allow 2 days for review	June 1			●
Submit final application to GRANTS.GOV by noon the day before the June 5th deadline	June 4			●



SCOPE OF SERVICES

Scope of Services Item 1: Meetings - Facilitate and conduct a kick-off meeting with LFUCG to refine the project submittal concept, strategically identify project components based on anticipated grant selection criteria, teaming partners, and information required from LFUCG. Conduct additional meeting with LFUCG and project partners, as necessary.

Based on our previous work with TIGER and other types of grant applications, the following represents our suggestions for meetings necessary to put together an effective grant package:

Project Kickoff with Stakeholders

This meeting will include our project team as well as representatives from the LFUCG Divisions of Planning and Engineering, the Office of the Mayor, and members of the Lexington Downtown Development Authority. During the kickoff, we will establish the overarching theme and strategies to tie the project goals and objectives to the specific grant reviewer's selection criteria, namely:

- How to frame the project in terms of improving conditions on existing transportation facilities and systems while focusing on the minimization of life cycle costs
- Strategies for communicating the full range of economic benefit that the facilities will have immediately and long-term in Lexington and the region
- Definition of user nodes to establish areas of user generators and destinations that can point to this project fostering a livable community that increases transportation choices
- Dependence on oil, reduce greenhouse gas emissions, and improve stormwater management

- Target existing safety concerns and how this project can help relieve these issues
- Frame the innovative approaches that comprise the study and how, as a team, we intend to move these forward to accomplish the previous bullet points
- Demonstrate broad collaboration/partnerships and compose a targeted list of participants that may be willing to issue letters of support

Our project team will come prepared with talking points and baseline data to lead the brainstorming session. This kickoff meeting will also identify gaps in existing documentation, such as environmental gaps, and use those gaps to assign action items, responsible parties, and expected outcomes. This meeting will also inform a detailed statement of work that will include a firm schedule based on information expected in the already available Notice of Funding Availability (NOFA) from the USDOT.

Framework Meeting

This meeting will showcase the documentation of the items brainstormed in the kickoff as well as present the outcomes resulting from action items. An initial application outline will be distributed at this meeting by our project team. During the framework meeting, we

will compare the outline and information gathered since the kickoff to current 2015 program criteria and the considering factors outlined in the NOFA. If gaps are identified, assignments will be made for a follow-up set of action items, responsible parties and outcomes.

Economic/Environmental Review Meeting

This two-part meeting will focus on the generated analysis of monetized benefits and costs as well as a review of the current status of the environmental impacts. During this meeting, we will compare the upfront project costs versus the expected benefits that align with

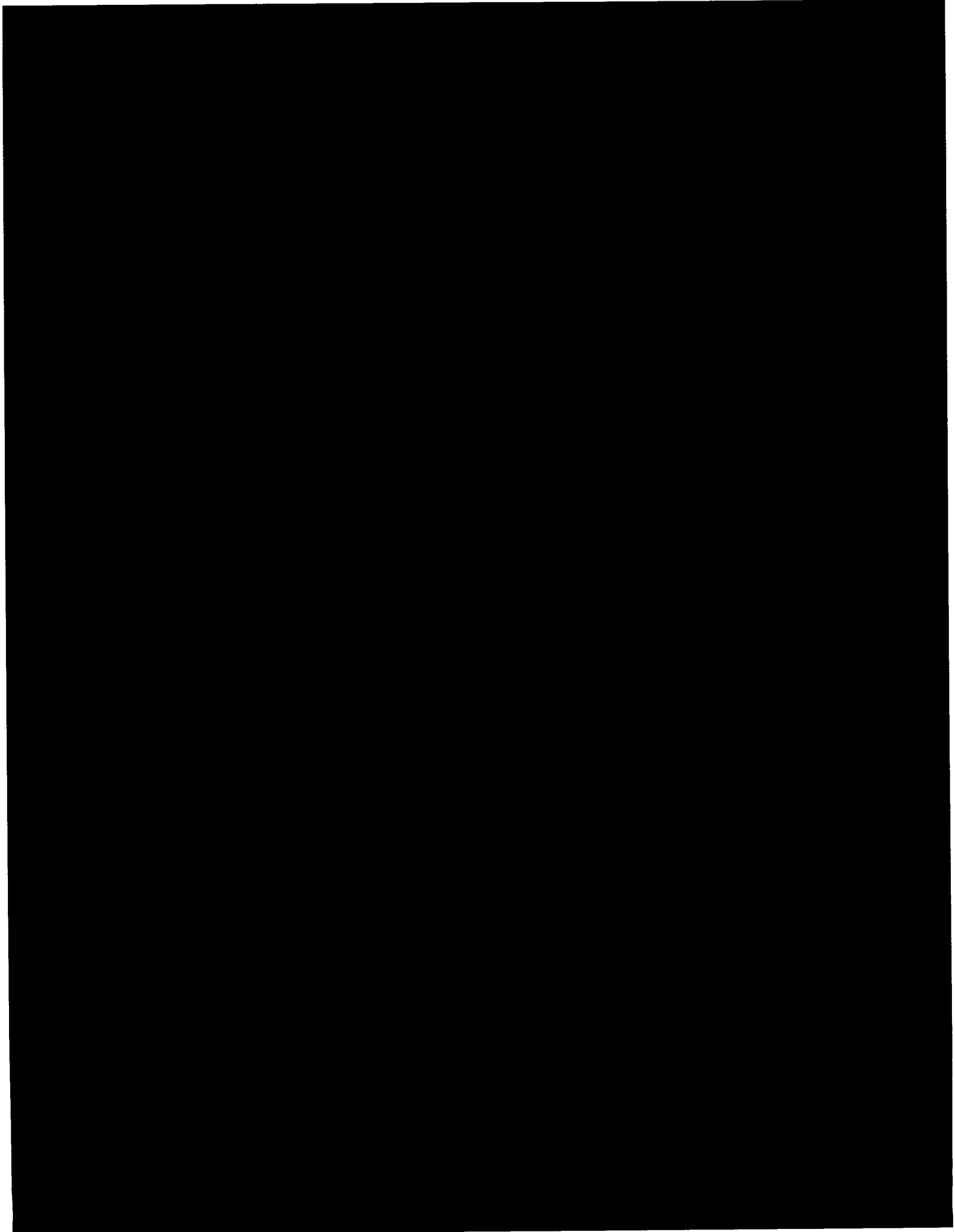
the selection criteria over the expected facility's life cycle, both with and without the proposed Town Branch network project. A formal review of all collected environmental documentation and assessment of the level of effort for the categorical exclusion will be determined.

Preliminary Grant Review

Prior to this meeting, we will distribute an electronic document that will allow LFUCG stakeholders to provide mark-ups. During this meeting we will review each of the mark-ups to ensure they are fully understood. All supporting documentation and letters of support will be included at this stage of the review. Multiple review meetings can be scheduled based on the number of outstanding items and the comfort levels of each of the LFUCG stakeholders.

Our team will also preview the concept of a project application page on the City's website during this meeting that would contain elements that support each of the selection criteria.

After this meeting, any outstanding comments on the grant application and accompanying website will be made. The final TIGER grant will be distributed for final electronic markup by everyone on the team.



SCOPE OF SERVICES

SECTION 1.0

TABLE OF CONTENTS

SCOPE OF SERVICES

SELECTION CRITERIA RESPONSE

REQUIRED DOCUMENTATION



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

Letter to Purchasing Director
April 13, 2015
Page 2

COMMITMENT

Timing will be critical to producing a grant application that ties the reviewing elements to the Town Branch network in a way that persuades commitment from the TIGER panels within the brief timeline that will be expected by the USDOT. The GS&P team has been formed to maximize efficiency and achieve this exact goal for the LFUCG. Using the foundation that SCAPE has laid, we are uniquely positioned to hit the ground running, minimizing cost and time associated with familiarizing a new team with the project. We have also already begun to program time internally from our grant writing leadership in anticipation of our team being selected for this opportunity which must be completed by June 5, 2015.

We look forward to partnering with the LFUCG to produce the best possible TIGER grant application to position the Lexington region for success.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Marshall Elizer Jr.", written in a cursive style.

Marshall Elizer Jr., P.E., PTOE
Principal-in-Charge



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

April 13, 2015

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

RE: RFP #19-2015 Tiger Grant Preparation Assistance

Dear members of the selection committee,

Lexington has made significant progress implementing multimodal transportation networks and creating a broader sense of place along Town Branch trails over the past several years. The city is now faced with a unique opportunity to connect the Town Branch network at the urban core. This is a critical juncture for Lexington because of the current hub and spoke system, which makes Downtown the literal heart of mobility and the potential catalytic impacts improvements can have on both sites ripe for economic development and an overall improved public space system. Your urban core is where a successful pursuit of TIGER grant funds can position Lexington for a meaningful multimodal transportation network and public space system that supports developmental growth, revenue generation, and vibrancy downtown that every visitor will feel.

Gresham, Smith and Partners (GS&P) understands the importance of this project and the TIGER grant application process. GS&P has a proven record of successfully attaining grant funds for our municipal and state partners, and we are excited about the opportunities this grant assistance proposal lends to the Town Branch network. We would like to take this opportunity to walk you through some key differentiators that our team affords the Lexington-Fayette Urban County Government (LFUCG) on this project.

PROJECT KNOWLEDGE

We have included Louis Johnson to serve as the project manager for this grant application because of his working knowledge on this project as a trusted partner to the LFUCG. Our team also includes SCAPE/Landscape Architecture PLLC who serves as a DBE in Kentucky and a notable WBE nationally. SCAPE brings knowledge of the original intent behind their winning conceptual design to our team. Their inclusion in this grant application allows our team to streamline the delivery of grant documents by drawing on their extensive library of exhibits and narrative writing already accomplished in the original Town Branch Commons study. They will also serve as an off-team reviewer for this grant application to make sure that we are capturing the passion that created their original vision for the project.

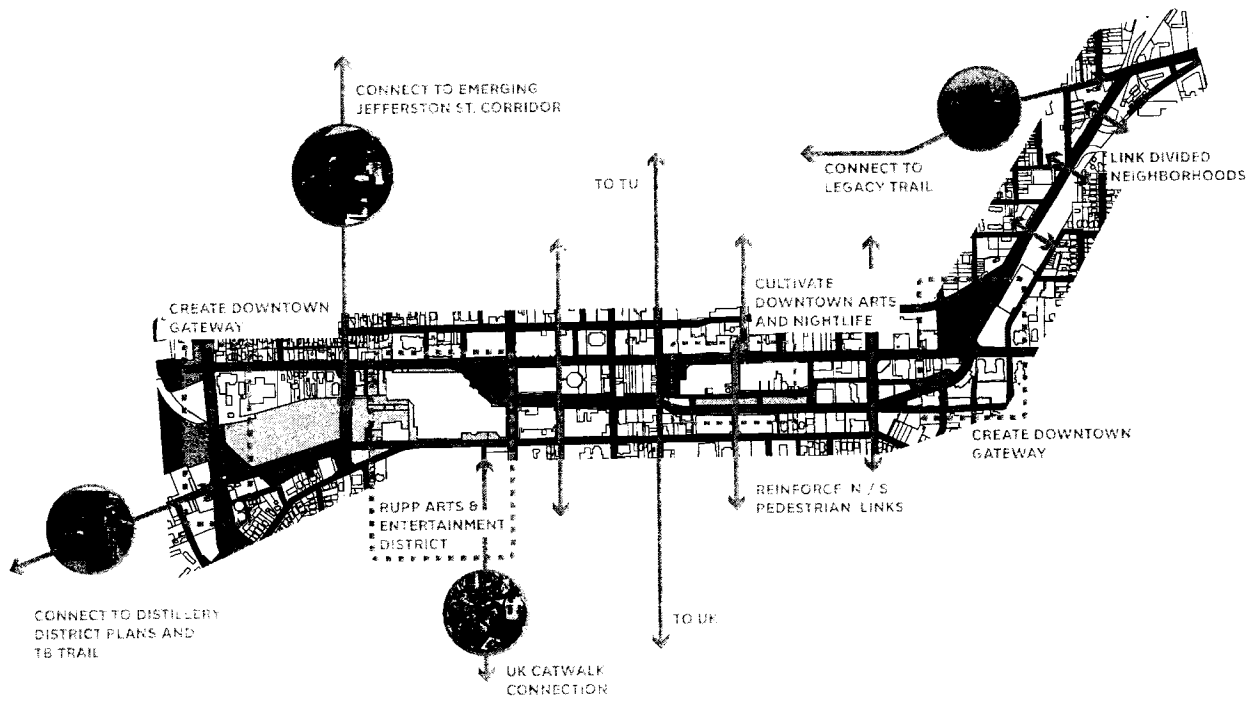
PROCESS KNOWLEDGE

GS&P has successfully attained \$18.2 million in competitive grants for other partners. Marshall Elizer will serve as your primary point of contact and will lead the grant writing effort. Marshall is a fellow and past president of the Institute of Transportation Engineers and is the former director-at-large of transportation for the American Public Works Association serving on the APWA's technical transportation and sustainability committees. Marshall is currently assisting with a revision to the arterial chapter of the AASHTO Policy on the Geometric Design of Highways and Streets (Green Book). He also works with numerous other multimodal-associated professional societies. Marshall knows how grant applications come together and the types of information that reviewers look for.

He will work closely with Louis Johnson and Mike Sewell, our project engineer who has established himself as regional leader for multimodal projects. Mike has a reputation for creating infrastructure projects that serve as economic engines for their communities. He will also work closely with Joe Berlin of AECOM as a teaming partner that helps municipalities develop and understand cost-benefit analysis studies.

Design Services For The Built Environment

101 South Fifth Street / Suite 1400 / Louisville, Kentucky 40202 / Phone 502.627.8900 / www.greshamsmith.com



SCAPE / LANDSCAPE ARCHITECTURE PLLC



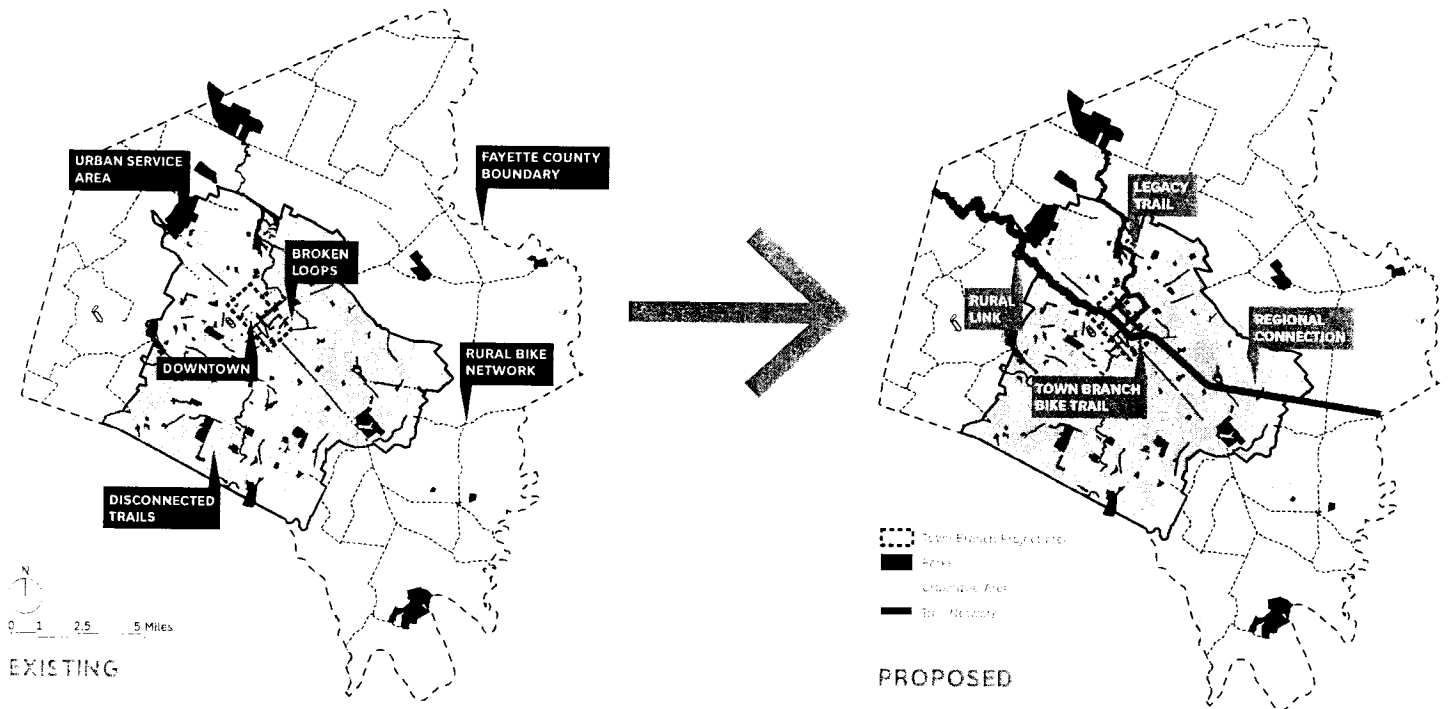
GRESHAM
SMITH AND
PARTNERS

GRESHAM, SMITH AND PARTNERS
IN RESPONSE TO REQUEST FOR PROPOSAL

19-2015 TIGER GRANT PREPARATION ASSISTANCE

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

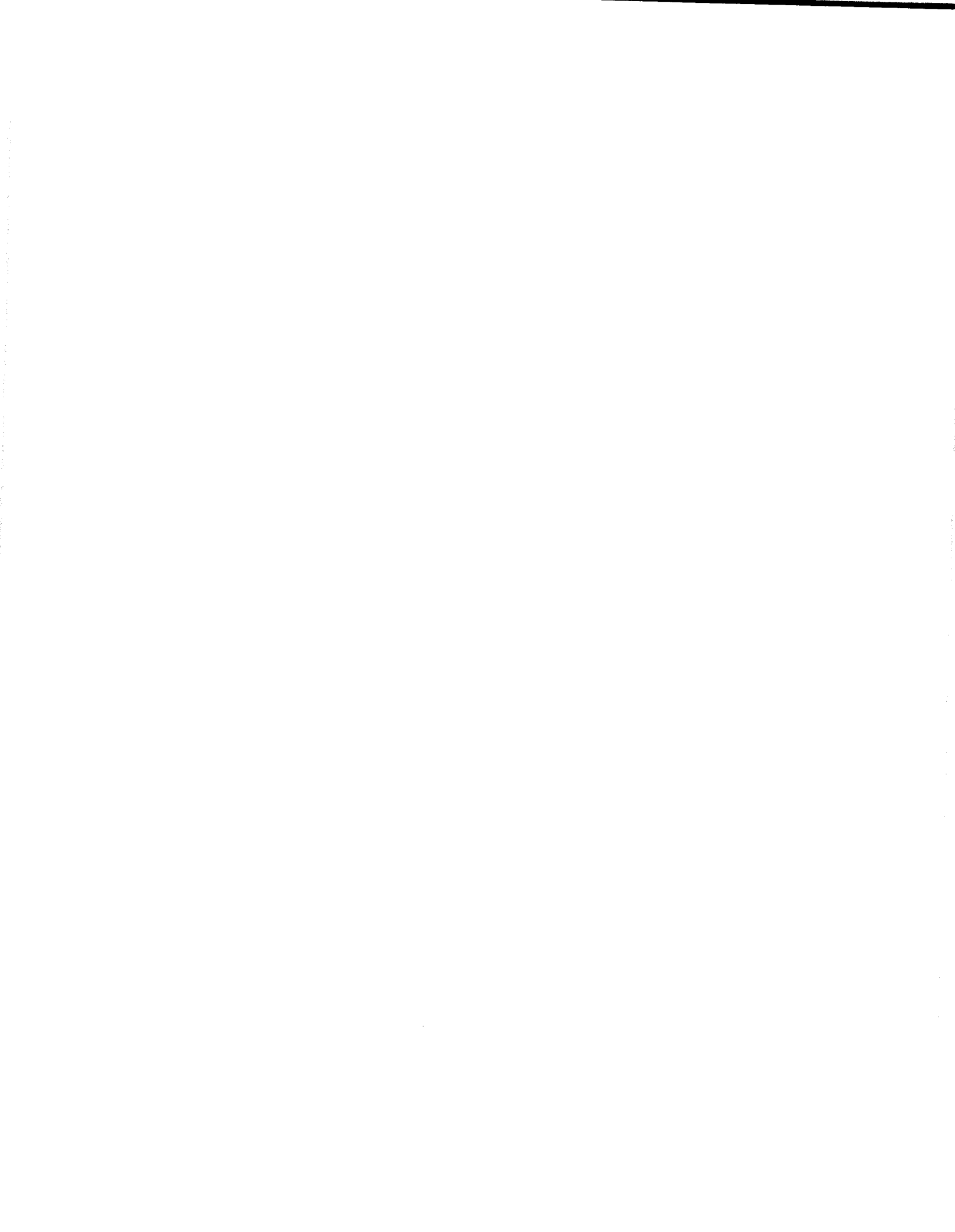
LEXINGTON, KENTUCKY • APRIL 13, 2015



GRESHAM
SMITH AND
PARTNERS

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC
PROFESSIONAL SERVICES AND
RELATED MATTERS**



PROJECT FEE ESTIMATE

2015 TIGER Grant Application - Town Branch Commons

Lexington-Fayette Urban County Government
Gresham, Smith and Partners

LABOR COSTS

Task	Sub Task	Description	Sr. Planner/ Sr. Engineer	Graphic Designer	Clerical	TOTAL HOURS
		Facilitate meetings and/or interviews & prepare notes and other correspondence as needed.	24			24
		Perform other proj. mgmt., admin. and accounting activities.	12		4	16
	2.1	Conduct research and gather supporting data.	16			16
	2.2	Develop project goals & objectives, statement of work, schedule & budget.	10			10
	2.3	Confirm project's responsiveness to TIGER Discretionary Grant criteria.	16			16
	2.4	Assist LFUCG with obtaining letters of support.	12	12		24
	2.5	Organize project economic data to prepare B/C analysis.	8			8
	2.6	Update supporting maps, figures and tables and provide any additional	4	18		22
	2.7	Layout and format the new project narrative document.	4	24		28
	2.8					0
	3.1	Compile draft application package	12			12
	3.2	Coordinate pre-application submittal and final application review & submittal by LFUCG via GRANTS.GOV.	6			6
		TOTAL HOURS	124	54	4	182
		RAW LABOR RATE:	\$ 65.00	\$ 35.00	\$ 20.00	
		RAW LABOR COST	\$ 8,060.00	\$ 1,890.00	\$ 80.00	\$ 10,030.00

OVERHEAD @ 160.96% \$ 16,144.29
 TOTAL LABOR AND OVERHEAD \$ 26,174.29
 FIXED FEE @ 12% \$ 3,140.91
 FCCM @ 0.13% \$ 13.04
SUBTOTAL - GS&P LABOR \$29,328.24

DIRECT EXPENSES

Expense	Unit	Amount	Rate	Cost
* Travel				
Lodging	nights	0	\$ 80.00	\$ -
Meals	per diem	0	\$ 36.00	\$ -
Mileage (personal vehicle)	miles	0	\$ 0.565	\$ -
* Printing				
Copies (b & w)	each	500	\$ 0.10	\$ 50.00
Copies (color)	each	100	\$ 0.75	\$ 75.00
* Other Expenses				
Long distance telephone (project-specific)	lump sum	0	\$ 20.00	\$ -
Postage/Fedex	lump sum	1	\$ 20.00	\$ 6.76
Office Supplies	lump sum	1	\$ 40.00	\$ 40.00
TOTAL DIRECTS				\$ 171.76

SUBTOTAL - DIRECT EXPENSES \$ 171.76

SUBCONSULTANTS

SCAPE Landscape Architects and Planners	\$ 3,500.00
URS Corporation (for B/C analysis support)	\$ 13,000.00

SUBTOTAL - SUBCONSULTANTS \$16,500.00
PROJECT TOTAL \$46,000.00

