

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of June 5, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and EA Partners, PLC, 3111 Wall Street, Lexington, Kentucky (**CONSULTANT**). **OWNER** intends to proceed with the Versailles Road Corridor Improvements Alternatives Analysis Study as described in the attached Exhibit A, "Versailles Road Corridor Improvements Alternatives Analysis Study", RFP 22-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis 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 engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering 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 civil, geotechnical, structural, mechanical, electrical and/or sanitary engineering 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 Engineer 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. 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.

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 three (3) copies (hard copies) 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**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER's** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.

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, or any defect in the work of Contractor(s).

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 change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans 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 or approvals necessary 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 design 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 C "Further Description of Basic Engineering Services and Related Matters" for the project schedule.
- 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 Project Assignment 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 Project Assignment within forty five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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 Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment 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 pay **CONSULTANT** for Basic Services rendered a fee not exceeding **\$150,000.00**.

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 as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit 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 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 Kentucky law, and that venue of any legal action shall only 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, 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 Planning, Preservation & Development, 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 engineering 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 or subconsultants 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

- a.** 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** 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.
- b.** **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** 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 **OWNER**.
- c.** 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.

- d. In the event **OWNER** 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 **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions 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

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense 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 hereunder by **CONSULTANT**.

Coverage

Limits

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. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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**. (**OWNER** does not need to be named as additional insured).
- 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. 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**.
- h. 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.

6.9.4.2. 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.

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 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.

6.9.6 Definition of Default

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as 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 this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

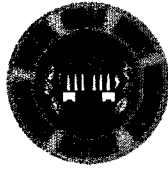
- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment 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 A. Bradley Frazier, P.E., Director of the Division of Engineering (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, and C** 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**.

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS
“VERSAILLES ROAD CORRIDOR IMPROVEMENTS
ALTERNATIVES ANALYSIS STUDY”
RFP# 22- 2014**



Lexington-Fayette Urban County Government

Request for Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #22-2014 Versailles Road Corridor Improvements Alternatives Analysis Study** 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 30, 2014**.

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:

#22-2014 Versailles Road Corridor Improvements Alternatives Analysis Study

If mailed, the envelope must be addressed to:

Theresa Maynard
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.

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.

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.

SELECTION CRITERIA:

1. Specialized experienced and technical competence of the person or firm with the type of service required. 20 Points
2. Capacity of the person or firm to perform the work, including any specialized services, within the time limitations. 15 Points
3. Character, integrity, reputation, judgment, experience and efficiency of the person or firm. 15 Points
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet scheduling. 10 Points
5. Familiarity with the details of the project. 20 Points
6. Degree of local employment to be provided by the person or firm. 5 Points
7. Estimated Cost of Services. 15 Points

Questions shall be addressed to:

Theresa Maynard, Buyer Senior
Division of Central Purchasing
200 East Main Street, Room 338
Lexington, Kentucky 40507
859-258-3320
theresam@lexingtonky.gov

The Deadline for Questions is Thursday, April 15, 2014 at 2:00 pm local time.

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 _____, 2013.

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

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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 Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
mclark@lexingtonky.gov

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.

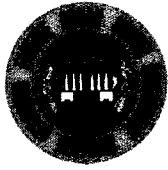
n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed 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):

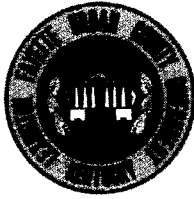
“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction 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	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cvcky.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	lavozekey@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.			

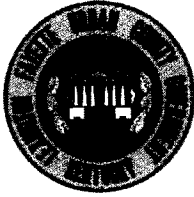
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

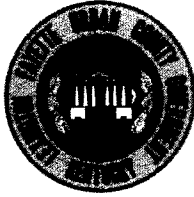
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

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 MWBDE 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 MWBDE 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**

A. 1.0 DEFINITIONS.

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor 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, consultants, assigns, volunteers and successors in interest.

2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONTRACTOR 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 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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 contract.

3.0 FINANCIAL RESPONSIBILITY

The CONTRACTOR 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 Indemnity Agreement and other provisions of this Contract.

4.0 INSURANCE REQUIREMENTS

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE

AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
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. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. 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.
- d. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER, unless OWNER waives requirement.
- e. 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.

- f. 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.

- 4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

- 4.3. 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.

- 4.4. Deductibles and Self-Insured Programs

IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S 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.

4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

4.6. Right to Review, Audit and Inspect

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

5.0 DEFINITION OF DEFAULT

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00274553

Versailles Road Corridor Improvements Alternatives Analysis Study

SCOPE OF SERVICES

The Lexington Fayette Urban County Government is accepting proposals from qualified firms for professional engineering and landscape architectural services, to undertake planning and preliminary design work for public infrastructure improvements along a portion of the Versailles Road corridor. The Scope of Services is for the development of roadway, roadside and streetscape elements, formulating the basis for future design and construction of improvements along Versailles Road, between Oliver Lewis Way and Parkers Mill Road, a distance of approximately 2.4 miles.

Consultants must have the experience necessary such as civil and traffic engineering, landscape architecture, environmental engineering and transportation planning to professionally evaluate current conditions and to capably capture, portray and quantify all elements proposed for corridor improvements. Firms submitting proposals must be prequalified with the Kentucky Transportation Cabinet in Urban Roadway Design, Highway Planning Services and Pedestrian and Bicycle Facility Planning and Design.

Background

Versailles Road in western Fayette County is an arterial roadway that serves a variety of users. It serves as a major commuter route between downtown Lexington and Versailles in Woodford County, as well as areas farther west. As US 60, Versailles Road is a state primary route, a part of the Federal Aid System and a National Truck System route, providing for the movement of goods, livestock and people in the region. It functions as a gateway to Lexington for travelers utilizing Blue Grass Airport; it provides a conduit for patrons of Keeneland and fans of University of Kentucky sporting events. Traffic volumes of 25,000 vehicles per day are typical.

The corridor is comprised of a variety of land uses: commercial, industrial, single-family residences, apartment complexes, churches, neighborhood businesses, and institutional and social services. This mix of uses generates a considerable volume of pedestrian traffic. And the resulting socioeconomic mix of residents and users along the corridor provides one of the highest levels of LexTran ridership within Fayette County.

Overview

The design group will need to work closely with the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet, corridor neighborhoods, organizations and businesses.

The feasibility study and preliminary design work will utilize local funding; however, there is the potential that state and/or federal money may be used to fund subsequent stages of project development. Therefore, procedures and reporting will require adherence to applicable state and

federal requirements and the Federal-Aid Highway Program Project Development Guide for Local Public Agencies.

A significant study, entitled *Versailles Road Multi-modal Enhancement Design Alternatives Study*, was recently completed by the Kentucky Transportation Center (KTC) for much of this same Versailles Road corridor. That study evaluated roadway utilization options, based on current traffic counts and the components of the traffic flow. The Consultant will need to be familiar with this KTC study and should be in a position to build upon it or to refute its findings. The study may be accessed at the Lexington Area MPO website:
http://www.lexareampo.com/images/stories/DocumentLibrary_PDFs/r_versaillesmodal_20130506final.pdf.

The Consultant should be familiar with past corridor and landscaping studies, with applicable elements of the 2007 Bicycle and Pedestrian Master Plan, and generally with “complete street” concepts as they may be incorporated into redevelopment and adaptive re-use scenarios.

If funds become available at some future date to pursue design and implementation of some or all recommended improvements, this scope of services may be expanded to include this next step, with the cost of additional services negotiated at that time. LFUCG reserves the right to change consultants for future work or continue with the selected consultant.

General Work Elements

1. Environmental Assessment

This study will not directly involve any environmental assessment but should identify environmental requirements that would need to be met in future design scenarios and estimate the costs for doing so.

2. Cost Estimates:

The Consultant shall prepare cost estimates for each design alternate developed, to include costs for associated utility work and right of way acquisitions.

3. Rights-of-Way and Easements

Right of way and easement requirements for developed alternates shall be estimated and documented. This may be done primarily via spreadsheet. Sufficient typical or critical cross sections are to be provided to demonstrate the basis for the estimated right of way and easement acquisition requirements.

4. Drawing Scales

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds).

All drawings and sheets shall conform to the follow scales:

- a. Plan Sheets 1" = 50'

- b. Profile sheets 1" = 50' horizontal
1" = 5' vertical

- c. Cross sections sheets 1" = 5' horizontal
1" = 5' vertical

In order to show sufficient detail in critical locations, the Consultant will need to work up detail sheets that deviate from the above scales. It is not anticipated that profile sheets will be needed for the full length of roadway under study, but only at intermittent locations where greater clarity may be needed.

LFUCG will provide the Consultant with the most recent aerial photography available and GIS information for the Consultant's use in preparing base sheets.

5. Plans, Specifications, and Bid Documents

The Consultant's work under this contract does not include preparation of construction-related plans, specifications and bid documents.

6. Utility Company Coordination

The Consultant will need to coordinate with each utility company that has facilities within the roadway corridor. Options and costs for moving facilities, either laterally as necessitated by proposed improvements, or moving from overhead to underground, are to be explored as necessary to properly evaluate, compare and contrast alternatives.

7. Public Meetings

Interactions with the public will be an important part of this project. Following are the public meetings anticipated at this time. The Consultant should consider adequacy of the meeting list and outline in the proposal all meetings proposed. Consultant is responsible for conducting all public meetings and shall provide color renderings/illustrations, survey forms, agenda, etc. for them. The proposal shall include hourly rates in the proposal for

additional services, should additional public meetings beyond those outlined in this phase be required.

Corridor Public Meetings	2 meetings
Businesses, Associations	2 meetings
Intergovernmental	2 meetings
LFUCG Council, Committees	2 meetings
Combined utilities	1 meetings

One-on-one or informal meetings with other corridor stakeholders such as LexTran, FCPS, utility providers and various local government service providers will also be expected as part of the general work effort, outside the “public meeting” format.

8. Schedule and Completion

Contract time for this project is 180 calendar days from the date of the Notice to Proceed. Within the proposal, the Consultant shall provide a schedule showing milestones, deliverables and the number of calendar days into the contract period that each milestone occurs.

9. Method of Invoice and Payment:

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant’s estimate of the portion of the total services actually completed during the billing period. Each invoice shall be accompanied by a breakdown of hours attributed to each company comprising the design team, for both the billing period and the cumulative project period. A monthly report (in digital format) and an invoice summary are to be submitted with each invoice. Specific project time sheets and other payroll information may be subject to reviews and audits by the LFUCG.

Regardless of the invoices submitted by the Consultant, the Division of Engineering shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule of the previous section:

Submission of preliminary concept drawings and plans	40%
Submission of draft final report and drawings	85%
Submission of final report and drawings	95%
Final public presentation	100%

10. Deliverables

- Five bound copies of the final report
- CD or flash drive with:
 - Any PowerPoint presentations created
 - Final report in Word format

- Final report in PDF format
- Drawings/graphics in PDF format
- Drawings/graphics in AutoCad dwg format, if applicable

Versailles Road Corridor Improvements Alternatives Analysis Study

This purpose of this alternatives analysis is to evaluate various improvement options for Versailles Road between Oliver Lewis Way and Parkers Mill Road. The options should generally be evaluated in terms of feasibility and future costs for design, right of way, utilities and construction (D,R,U,C)

Key points that this analysis is intended to address include:

- Identify the best cross sections for improvements. Essential elements to be considered include: accommodations for pedestrians, cyclists, busses and the motoring public; access management; aesthetic streetscape features; total costs for improvements.
- Identify properties involved or affected, describe the best instrument for acquisition and estimate the costs involved.
- Identify any potential environmental impacts.
- Identify any Environmental Justice issues that would need to be addressed in a future design phase.
- Identify any roadway drainage problem areas that would need to be addressed in a future design phase.
- Identify any potential issues related to regulatory agencies such as FEMA, Division of Water and Corps of Engineers.
- Estimate costs of design, with typical sections, alignments and profiles.
- Estimate cost of construction of each alternative.
- Evaluate possibilities for burial/modification of private utility overhead facilities along Versailles Road, including estimated costs.

The Study will identify and develop cross-section types and any associated right of way requirements and recommend a preferred cross-section alternative. This study will help the LFUCG decide which cross sections to pursue.

Information relative to alignment, grade, typical cross sections and unique or unusual construction situations identified or anticipated is to be included to the extent necessary to evaluate and compare alternatives.

Although it is assumed that these improvements will eventually be built with funds from federal and/or state sources, the Alternatives Analysis Study should explore options utilizing other sources of funding.

The budget established for this study is \$150,000; no contract modifications increasing that amount should be anticipated.

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2014

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 Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED E.A. Partners, PLC 3111 Wall Street Lexington, KY 40513	INSURER A: Markel Insurance Company 38970	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

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 INSR	SUBR 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 - COM/PROP 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 DED 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		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AE823701	06/10/2014	06/10/2015	Per Claim 1,000,000 Aggregate 2,000,000

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

RE: Versailles Road Corridor Improvements Alternatives Analysis Study"; RFP 22-2014
 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government

 200 E. Main Street, Room 338

 Lexington, KY 40507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/16/2014

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.

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PRODUCER State Farm Insurance 930 US Hwy 27 South - Ste. 2 Cynthiana KY 41031	CONTACT NAME: Marc Cammack PHONE (A/C, No, Ext): 859-234-4682 FAX (A/C, No): 859-977-8264 E-MAIL ADDRESS: ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B : State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER E : State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Fire and Casualty Company	25143	INSURER B : State Farm Mutual Automobile Insurance Company	25178	INSURER C :		INSURER D : State Farm Fire and Casualty Company	25143	INSURER E : State Farm Fire and Casualty Company	25143	INSURER F :
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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.

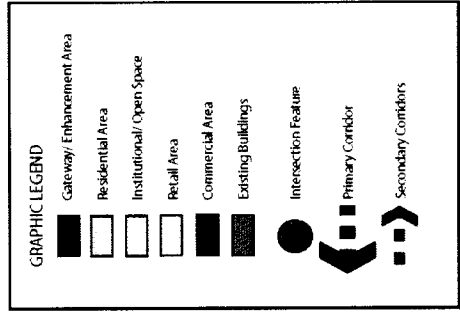
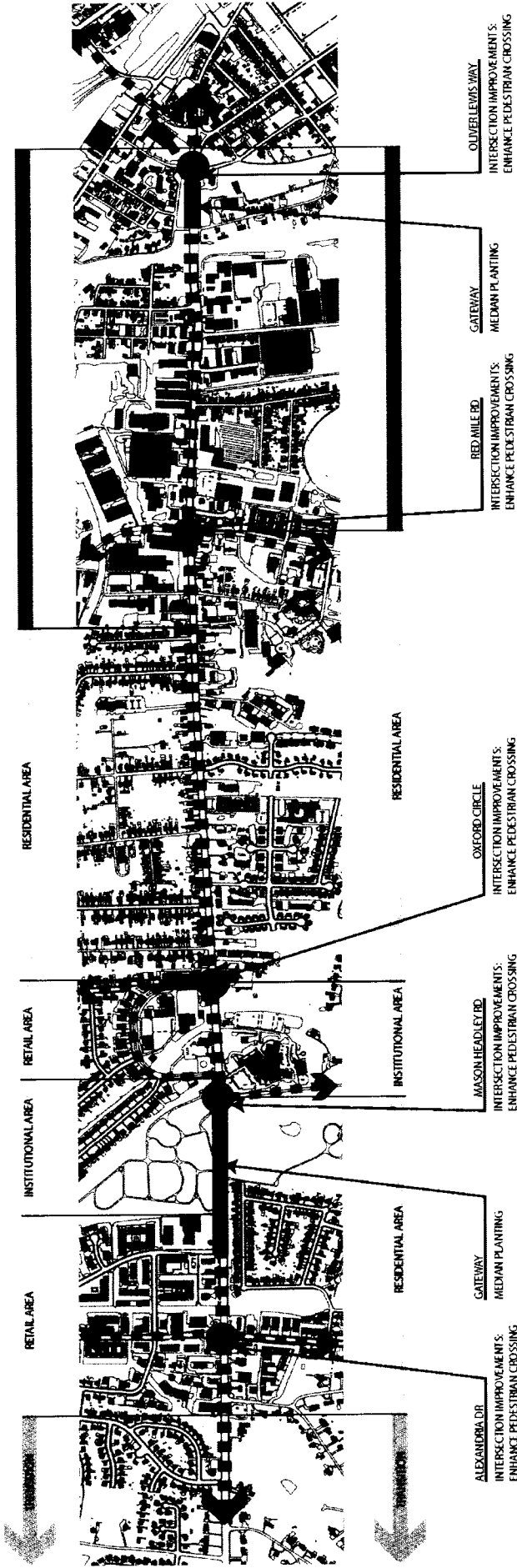
INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	97BV73501	02/06/2014	02/20/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1197083	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
D	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		971174200	04/09/2013	04/09/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	97BNY9644	12/18/2013	01/01/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
UMBRELLA LIABILITY POLICY PROVIDES EXCESS COVERAGE TO \$5,000,000 FOR THE AUTOMOBILE POLICY.
 Pollution, clean up, and removal coverage is provided up to a limit of \$10,000.

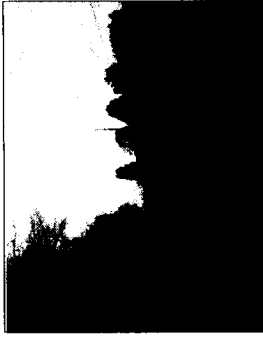
CERTIFICATE HOLDER LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT 200 E. MAIN ST. - ROOM 338 LEXINGTON KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT C

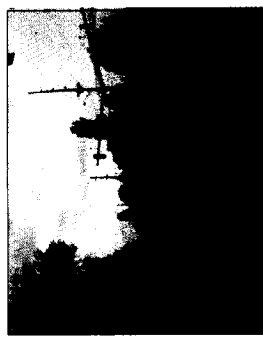
**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**



CREATE ENTRY GATEWAYS ENHANCEMENTS
AT FOCAL POINTS ON CORRIDOR



ADD MEDIAN PLANTING TO ENHANCE
CORRIDOR. INCREASE BICYCLE LANE
MARRINGS AND SIGNAGE



ENHANCE PEDESTRIAN EXPERIENCE

VERSAILLES ROAD CORRIDOR IMPROVEMENTS ALTERNATES ANALYSIS STUDY
RFP #22-2014, April 30, 2014

EA Partners, PLLC

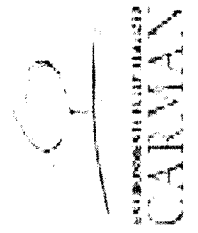


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8. Familiarity with Project Details/Project Approach
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12. Appendix C (Copies of Pertinent KYTC Prequalification Certifications)



VERSAILLES ROAD, WEST OF MASON HEADLEY



'THE POSSIBILITIES'

EA Partners, PLLC

April 30, 2014

Ms. Theresa Maynard
Division of Central Purchasing
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

RE: RFP #22-2014
Professional Engineering Services Statement of Qualifications
Request for Proposal (RFP)

Ms. Maynard:

EA Partners is pleased to present our Statement of Qualifications Package to provide Professional Engineering and Landscape Architectural Services to the Lexington Fayette Urban County Government for the Versailles Road Corridor Improvements Alternatives Study. Attached is one (1) master copy, seven (7) duplicates, and one (1) electronic copy of our response.

EA Partners has provided civil engineering, land surveying and landscape architecture services to Fayette County for the last 35 years. Joining our team is Carman (Landscape Architecture/Street Scape Development), MCGregor Consulting (Public Art), Kentucky Transportation Center (Traffic Modeling), EHI Consulting, DBE (Public Involvement), and AMEC (Environmental and Cultural Resources).

Our team is truly local, possesses the talent required, and has the capacity to perform the work. We have a litany of experience in Roadway Design, Roadway Access Management, Intersection Design, Shared Trail Planning, Streetscape Enhancements and supportable, reliable Construction Cost Estimating.

We bring an abundance of "practical solution" experience and are looking forward to the opportunity. We appreciate being considered.

Sincerely,

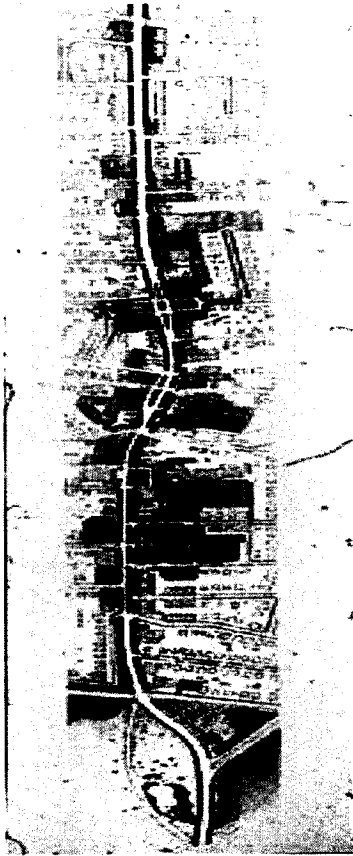
EA PARTNERS, PLC

Albert W. Gross, P.E., P.L.S.
Principal-in-Charge

EA Partners, PLLC

Executive Summary

Introducing a sensitively planned infrastructure component to this section of Versailles Road will reunite it with a revitalizing downtown, while simultaneously stimulating an under appreciated gateway into Lexington.



The essence of the requested work is captured by the adjacent statement. The renovation of Versailles Road and the extension of Newtown Pike to the campus of the University of Kentucky, will add significantly to the quality and character of downtown Lexington.

EA Partners is pleased to present our qualifications for this project. We offer the Lexington-Fayette Urban County Government the advantages of a strong local presence, a wealth of local knowledge and the responsiveness of a smaller firm, controlled and managed by owners that are actively involved on a daily basis.

Why choose the EA Partners' Team? Look at us relative to the selection criteria:

- **Specialized experience and technical competence of the firm with the type of service required.**

The EA Partners' Team expertise covers the range of subject areas that will be needed including traffic modeling and design, complete streets and urban context sensitive planning and design, multimodal transportation planning, street scaping and community involvement. By selecting the assembled team, the project will be a guaranteed success, with the potential for additional outreach and initiatives beyond the written scope.

- **Capacity of the Firm to perform the work, including any specialized services within the time limitations.**

The EA Partners Team's capability to perform in a timely manner is tied to the professional qualifications, experience, and commitment of our staffs. EA Partners' Principal-in-Charge, Al Gross, P.E., P.L.S., has a proven track record of successfully managing and executing projects. He knows how to plan, organize, manage, and execute your work to meet your deadlines and will take a hands-on approach to this project.

Over the past thirty-five (35) years, EA Partners has strategically committed to providing quality services, on time and within budget. Our Project Team has existing capacity and are right-staffed to support the project needs. We understand that this project is expected to be completed in 180 days of notice to proceed. An experienced and capable project team that will deliver a successful project within the desired schedule has been assembled. We are well prepared and well staffed to get the job done right and within your timeframe.

- **Character, integrity, reputation, judgment, experience, and efficiency of the firm.**

In the planning and engineering profession all a firm has is its reputation and experience. To build a team with an impeccable reputation and extensive experience the individual parts have to have good character, judgment, integrity, and the ability to work efficiently. EA Partners and its joint venture partners, exemplifies all these qualities, which has allowed all team firms to grow as productive and successful entities.

EA Partners, PLLC

Executive Summary

- **Past record and performance on contracts with LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedule.**

As you read on you will see that EA Partners has consistently achieved high scores on Kentucky Transportation Cabinet projects, which is the direct result of our work quality, our attention to cost detail (both design and construction), and our timely performance. The factor that is most indicative of our past record and performance is our repeat customers. We continue to be awarded an expanded and diverse number of projects from governmental agencies, such as the KYTC, and have a client retention rate above 95%.

- **Familiarity with the details of the project.**

We recognize that much work has been done to evaluate various improvement options for this segment of Versailles Road. The Kentucky Transportation Center study sets up some formidable constraints in attempting to create a new front door to downtown. The concept to form this corridor into an aesthetically pleasing experience for the driver, biker, walker, visitor is there, it just has to be discovered. The opportunity to create stronger neighborhood linkages, improvements, connectivity for pedestrians and cyclists and corridor beautification lies with the ability to shrink the roadway footprint.

In driving the project it is obvious that improvement would be much appreciated relative to multimodal transport, pedestrian friendliness and view shed aesthetics. The trick is in providing those improvements without compromising the motoring public's ability to travel Versailles Road. As pointed out in the KTC study it does not appear that a diet of two lanes with a TWLTL, is a reasonable alternative from that perspective. We would suggest further evaluation of the diet alternative, to include partial application along portions of the corridor, as well as side street intersection improvements to enhance intersection capacities. Additionally, a complete evaluation of a reversible lane alternative between Mason Headley and Oliver Lewis Way seems appropriate. Freeing up space within the cross section of a route which is as directionally utilized as Versailles Road seems to be the means to accomplish a corridor beautification and safety improvements that would greatly enhance the western gateway into Lexington, while offering no serious compromise to traffic movement and safety. Throughout our proposal response we look at such a possibility, encourage the further development of the concept and hope that our team is selected to provide those services to the City.

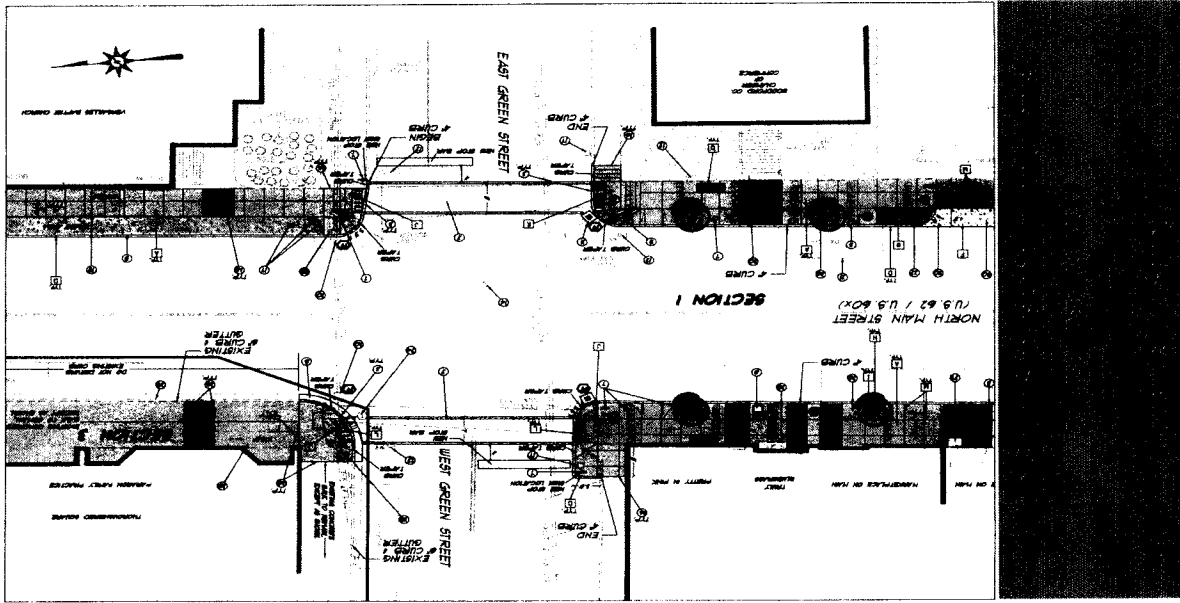
- **Office Location.**

The nature of this project and the expertise needed for successful completion requires the participation of a diverse array of qualified design professionals. Our team members are all long-term Lexington residents, who are familiar with the needs of the project and our teams commitment is to use only local staff.

The EA Partners' Team is please to have the opportunity to submit a proposal on this project.

EA Partners, PLC
April 30, 2014

EA Partners, PLC



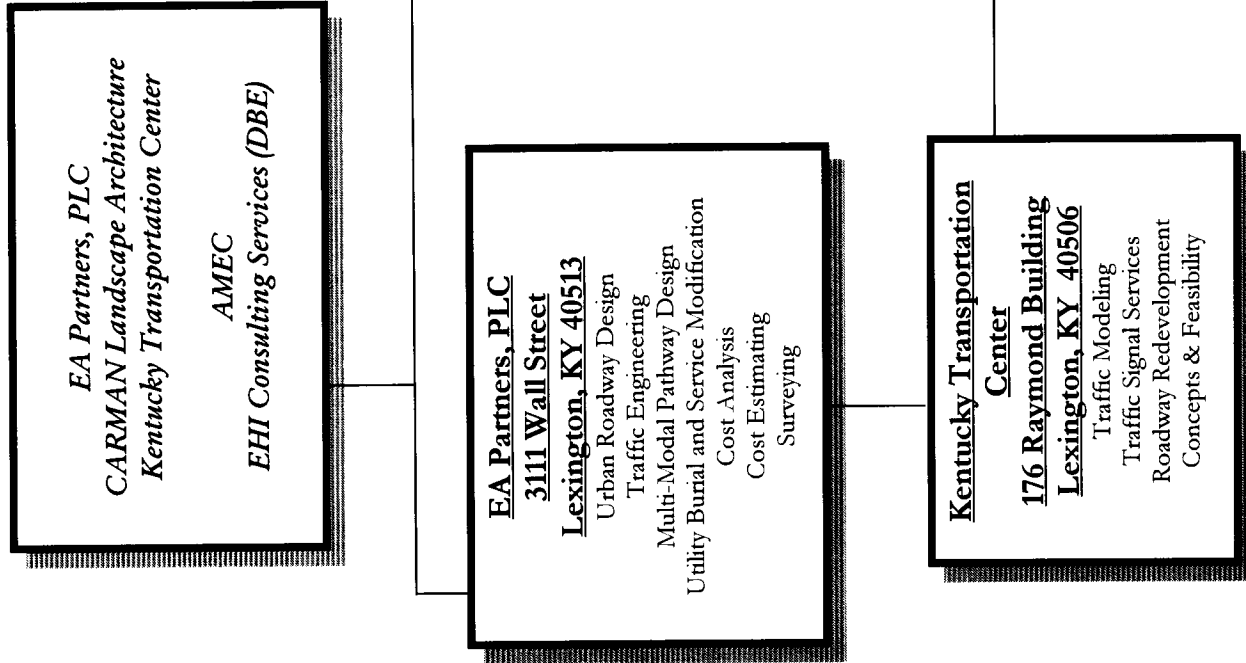
Project Team Organizational Chart

EA Partners is a Lexington engineering firm founded in 1979. For the past thirty-five (35) years we have provided planning, engineering, surveying and landscape architecture services to government and private clients throughout Fayette County and Kentucky.

For the Versailles Road Project, EA Partners has put together a top-notch team to ensure the success and quality of the project and to guarantee that the interests of all potential stake-holders are considered.

The team (as depicted in the organizational chart) is:

EA Partners, PLC
 CARMAN Landscape Architecture and Urban Planning
 AMEC (Environmental & Cultural Resources)
 EHI Consulting Services (DBE)
 The Kentucky Transportation Center



EA Partners, PLC

Team Experience □ EA Partners, PLC

EA Partners, PLC has a long history of proven performance and has established a solid reputation with both governmental and private sector clients. **EA Partners** is prequalified with the Kentucky Transportation Cabinet for the following design services:

- Rural Roadway Design
- Highway Planning Services
- Urban Roadway Design
- Bikeway Planning Services
- Surveying
- Stream Mitigation
- Traffic Engineering Services
- UST & Hazmat Site Analysis
- Construction Engineering
- Preliminary Site Assessment
- Site Recon./Sampling
- Leak Detection/Monitoring
- Tank Removal/Disposal
- Remediation Services

Additionally EA Partners is well accomplished in the following disciplines, having provided the services for various clients on numerous occasions:

- Design and Sizing of Sanitary Sewer Collection and Treatment Systems*
- Design of Small and Large Sanitary Pumping Stations*
- Water Distribution System Design*
- Watershed Drainage Studies for Quantity and Quality Hydrologic/Hydraulic Modeling*
- Flow Monitoring*
- Stormwater Analysis and Design*
- Erosion Control, Best Management Practice and SWPPP Plans*
- Preparation of Environmental Assessments*
- Boundary Surveys*
- Land Planning*
- Landscape Architecture and Landscape Design*
- Design of Residential and Commercial Developments (streets, sewers, water, and stormwater management)*
- ADA Compliant Design*
- U.S. Army Corps of Engineers Section 404 Permitting*
- KY Division of Water Section 401, Work in Floodplain Permits*
- FEMA CLOMR/LOMR Flood Impact Studies*
- Design of Small Structures*
- Construction Surveys*
- Construction Testing and Inspection*
- Construction Management*

EA Partners is committed to exhibiting the extra effort required for success, including effectively and efficiently tackling the technical challenges, meeting project milestones, demonstrating project leadership and good and complete communication.

The following paragraphs demonstrate **EA Partners'** specialized experience on projects similar to the Versailles Corridor Improvement Project:

Carter Road — Owensboro, Kentucky

EA Partners was responsible for widening a 2.6 mile section of an urban roadway from two lanes to five lanes with curb, gutter, and sidewalks for the Kentucky Transportation Cabinet. Design services provided by EA Partners included Phase I and Phase II Design as well as an Environmental Assessment.

Alternate studies were performed and a modified urban typical was used to minimize impacts to public housing, eliminating an environmental justice issue as well as lessening the impact to a historic house. In order to preserve the viewshed of the historic home, landscape plans were developed by EA Partners' landscape architect. This project also included the relocation of a major drainage ditch that drains about one-third of Owensboro. A complete hydraulic analysis was performed on the ditch and all approach road crossings.



U.S. 41A— Ft. Campbell, Kentucky

The project involved the Phase I and II Design for the widening of U.S. 41A from the Tennessee state line to I-24. The existing facility is four lanes with a 30' depressed median. Approximately 1.7 miles of the project is urban with a limited number of access points across the depressed median. The urban section involved widening U.S. 41A from four lanes to six lanes with a two-way center left turn lane. The center turn lane significantly improves access to the numerous businesses in the project corridor. The project corridor is dotted with sinkholes and depressions that function as outfalls for all project drainage, which required particular attention to water quality. The limited number of outfalls required the development of an extensive storm sewer system. Existing underground and overhead utilities lined 41A, necessitating extensive interaction with local utility companies and engineering to minimize impacts. Traffic control was of particular concern because of the multitude of businesses lining the corridor, and Fort Campbell military base which required constant access. Considering that, a traffic control plan that would maintain four lanes of traffic during the majority of the construction was also developed. ACEC-KY chose this project as a Grand Award Winner in its Engineering Excellence Competition for its innovative pavement salvage strategy. Additionally, the project received national recognition as a finalist in the National Awards Contest.



"The relationship and the spirit of cooperation was tremendous."

KY Transportation Cabinet
District Office No. 2
U.S. 41A Widening
Urban Section

EA Partners, PLLC

Team Experience □ EA Partners, PLC

EA Partners has completed seven access management design studies for the Kentucky Transportation Cabinet

EA Partners 'went out of their way to work with us and to coordinate all necessary parties. It became a real partnership. Without them, we couldn't have made it.'

Keith Bohart
Project Architect for the
Kentucky Finance and
Administration Cabinet
KY 7—Elliott County, Kentucky

The project was on an accelerated schedule and required many correct decisions in a short amount of time. EA Partners level of service was outstanding and demonstrated the potential of partnering concepts.

James Ballinger, P.E.
Chief District Engineer
Kentucky Transportation Cabinet
District 7
I-64 Widening, Fayette County, Kentucky

U.S. 25 Fayette/Scott Counties — Fayette/Scott Counties, Kentucky

The project involves the location and design of just over six miles of U.S. 25 from the northern edge of Lexington to the southern edge of Georgetown. The existing roadway is a two-lane facility that is over capacity. The original design proposed was a five-lane section which would join with an existing five-lane section in Lexington and terminate at an existing five lane intersection in Georgetown. This section was studied on two alternate alignments. The project involves widening the existing two lane facility to four lanes for the majority of the project with a five lane section from Eitter Lane to the Georgetown Bypass. The U.S. 25 project includes nearly every part of drainage engineering. The project required the study of 32+ square miles of watershed for multiple bridge and scour analyses. Contained in the overall watershed were many sub-watersheds that required independent modeling for box culverts, pipe culverts, and ditches. The project also includes an urban component which required curb inlet spacing and storm sewer analysis. Also included in the urban section were multiple small detention basins and existing storm sewers.

In order to explain the process and development of this project, EA Partners, with the help of District 7, produced a 12 minute video that was shown at the Public Meeting. As a result of that meeting a majority of the shareholders responded favorably. The video was one of the first used at a public meeting and was a result of EA Partners' creativity.

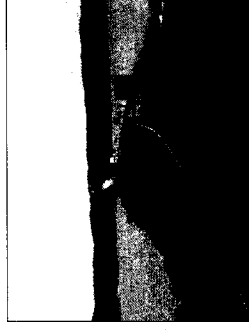
U.S. 62 Barkley Drive — Paducah, Kentucky

This section is between I-24 and U.S. 45. EA Partners developed Phase I Plans for a one mile, five-lane urban curb and gutter with sidewalks section. Kentucky Transportation Cabinet discovered during its environmental investigation several historic properties, one of which was Alben Barkley's home, Angles. Initially, three alternates were developed, but the Division of Environmental Analysis determined that 4(f) impacts were involved after a June, 1994 public hearing. The Department decided not to pursue the project until November, 1998, when a Citizen Committee was formed to explore other alternatives to the project. EA Partners worked closely with that Citizen's Committee to develop several different typicals and alternates for the project. The typical was modified to a three-lane urban section in order to minimize the impacts to the historic resources. In all nine alternates were developed.

EA Partners worked with the Central Office Design to help develop computer aided graphics of current and proposed conditions on Barkley Drive. These graphics are currently on the Cabinet's Website.

U.S. 68 Marshall/Trigg Counties — Marshall/Trigg Counties, Kentucky

The project involved the design of an independent multi-modal path in conjunction with the improvements to 4.0 miles of U.S. 68 in an environmentally sensitive area of Land Between the Lakes. During the planning stages three (3) alternates were discussed. One followed along the existing roadway. One was an independent alignment within the proposed right-of-way and another was on a totally independent alignment within Land Between the Lakes. The design elements were coordinated with the Tennessee Valley Authority in order to involve them in the project and to receive their input on how to minimize the impact of the project through Land Between the Lakes. EA Partners Coordinated the design of the U.S. 68 Multi-Modal Path with existing and proposed trails within the Land Between the Lakes recreational area.



EA Partners, PLC

Team Experience □ EA Partners, PLC

"On every occasion I have found them to be responsive, considerate, and broadly competent."

*Van Meter Pettit, AIA
President—Town Branch Trail, Inc.
Town Branch Trail and additional local projects.*

EA Partners work on the Hillenmeyer Pump Station Decommissioning and on the Leesstown West Decommissioning project has been excellent. Re-sponse to requests are prompt, work is done in a timely manner and they seem to always go "above and beyond the expected call of duty".

Their work on the Andover Trunk Sewer project was exemplary. This was a very contentious project done on one of the most visible golf courses in town and even required closing down one hole. EA worked diligently with the Andover Country Club during the design phase and maintained contact with the Country Club during construction. We had NO calls or problems from the Country Club during or after construction of the project.

*Steve Farmer, P.E.
Division of Water Quality
LFUGG*



Town Branch Trail, Phases 1B & 2 — Lexington, Kentucky
The project was the design of approximately 1.25 miles of multi-use trail sponsored by Town Branch Trail, Inc. and performed in conjunction with Lexington-Fayette Urban County Government. The project is a segment of the five (5) mile Town Branch Trail currently under consideration. The trail had to be placed between an existing railroad and developing residential properties. The right-of-way corridor was limited and the vertical and horizontal designs for the trail had to be carefully created to match existing features and to stay within the available corridor. Design had to meet all applicable state and federal guidelines and was fast-tracked to meet funding deadlines.

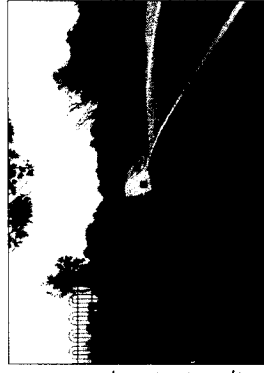


Beaumont Farm — Lexington, Kentucky
This project required the design of 2.5 miles of multi-use paths in the Beaumont Farm Subdivision, which is a 500 acre development consisting of commercial, professional and residential areas. In the early planning stages, EA Partners identified several miles of farm lanes that were tree lined and would provide a great opportunity for a multi-use path within the development. As the plans developed, these lanes were saved and additional paths were planned and designed to provide more recreational uses. A path was constructed around a large, natural storm water management facility to provide better connectivity to the commercial and professional areas. A path was also constructed between the Post Office and New Circle Road which took advantage of some remote natural features and provided access to Cardinal Run Park. EA Partners' creative use of the existing trails along with the design of new trails makes Beaumont one of the few neighborhoods in Lexington completely served by multi-use trails.

EA Partners also participated in the planning and design of Beaumont's public amphitheater. This central feature of the development will serve many public art events and is a welcome addition to the City's art venues. EA Partners was responsible for Final Development Plans and all of the project's detailed site design including orientation, preliminary cost estimating, access, parking, and grading balance. Working with the architect and the owners, EA Partners helped develop the concept that is now under construction known as 'Moon Dance at Mid-Night Pass'.

U.S. 68 Trigg County — Trigg County, Kentucky

The project involved the design of an independent multi-use path in conjunction with the improvements to 3.0 miles of U.S. 68 in Trigg County near Barkley Lake Lodge. During the planning stages two alternates were evaluated. EA Partners' Design Team worked with the Kentucky Transportation staff and the Tennessee Valley Authority to plan alternate types of pathways including utilizing the proposed shoulder and the selected independent roadway. One followed along the existing roadway and one was on independent alignment within the proposed right-of-way. The selected multi-use path alignment was within the proposed right-of-way and designed according to FHWA criteria and was coordinated with TVA/LBL and the Division of Multimodal Transportation.



EA Partners, PLC

Albert W. Gross, P.E., P.L.S.—Principal-in-Charge/Project Manager—EA Partners *(35)

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering 1979 - Transportation

University of Kentucky, Bachelor of Science
Civil Engineering 1974 - Structures & Soils

Experience: 40 Years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 10,350
Professional Land Surveyor - KY - # 2115

APPLICABLE TECHNICAL TRAINING

University of Kentucky: SEDIMOT II Applied Hydrology and
Sedimentology for Disturbed Areas
University of Kentucky: REAME Computer Analysis of
Slopes

Thinking Beyond the Pavement Seminar, Sponsored by
FHWA & KYDOT

PROFESSIONAL AFFILIATIONS

ASCE, KSPE, ITE, ACEC

Mr. Gross has over forty years experience in transportation, sanitary sewer, and stormwater management projects. Mr. Gross is the Principal-in-Charge in many of the firms transportation projects and all of the firm's sanitary sewer, drainage, and water distribution projects. He is experienced in all phases of Project Development, including planning, survey, design, inspection, report writing, economical analysis and construction management. Mr. Gross is responsible for regularly monitoring performance and commitment.

- **Town Branch, Trail Fayette County—Project Manager**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUGG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines
- **Clays Mill Road, Fayette County—Project Engineer**
 - Designed initial three lane rural typical that was compatible with an ultimate five lane urban typical
 - Prepared complex public acquisition plat to obtain right of way easements along entire corridor
 - Alignment configured to avoid existing utilities
- **Carter Road, Daviess County—Project Engineer**
 - 2.6 Miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Design of New Interchange with Ford Expressway
 - Relocation of Drainage Ditch that drained one-third of Owensboro
 - Landscaping designed to buffer historic property
 - Extensive community involvement

Jerry G. Cottingham—Principal/Project Manager—EA Partners *(17)

EDUCATION AND EXPERIENCE

University of Kentucky - 90 Credit Hours in Civil
Engineering

Experience in Transportation: 46 years

APPLICABLE TECHNICAL TRAINING

Thinking Beyond the Pavement Seminar
(A Workshop on Context Sensitive Design)

Environmental Leadership Seminar

AASHTO Roadside Design

* Years of Service with EA Partners

Mr. Cottingham has forty-six years experience in highway design. His experience includes all phases of highway design, including scoping studies, survey, highway design, drainage, site development, right-of-way plans, interchange layout, traffic analysis and report writing. Mr. Cottingham has worked on the design of over 110 miles of projects since 1988.

- **US 25, Laurel County—Project Manager**
 - Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
 - Extensive storm sewer design and pavement drainage analysis
 - Pavement salvage strategy plan
 - Floodplain modeling
 - Extensive Public involvement
 - Access management plan
- **US 25 Scott County—Project Manager**
 - Study & Design 6.5 miles of Rural & Urban Roadway for KYTC
 - Minimize Right of Way & Utility impacts
 - Provide Landscaping plans to maintain viewsheds
 - Access Management Plans
 - Studied Multiple Typical
 - Extensive Public Involvement
 - Extensive Environmental Issues

EA Partners, PLLC

Thomas W. Hatfield, P.E., P.L.S.—Principal/Project Manager—EA Partners *(25)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering 1981 - Hydraulics

Experience: 28 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 15133
Professional Land Surveyor - KY - # 3547

APPLICABLE TECHNICAL TRAINING

ASCE Pumping Systems Design for Civil Engineers - 2007
Erosion Prevention and Sediment Control Certified Plan Reviewer/Preparer- Louisville MSD
Thinking Beyond the Pavement Seminar (A Workshop on Context Sensitive Design)
HEC-1 Training Seminar - Dodson & Associates, Houston, TX

Rogsen Natural Stream Restoration Workshops

2009-2010
Level I - Fluvial Geomorphology for Engineers
Level II - River Morphology & Applications

Mr. Hatfield has over twenty-eight years experience in roadway and shared use path design and study of sanitary sewers, storm sewers, and water distribution systems. His experience includes all phases of project development including field surveys, property owner determination, storm sewer design, stormwater management, floodplain modeling and maintenance of traffic. He also has a vast amount of experience in highway design, drainage and hydraulic design including the use of HEC-1, HEC-RAS, KYPIPE 2000, StormCAD SEDCAD 4, and SWMM computer software programs. He has successfully managed numerous projects including the following:

- **Coolavin Rail Trail, Fayette County—Project Manager**
 - 0.5 Mile multi-use path designed for the LFUCG
 - Portion of Legacy Trail connecting to 6th Street Entertainment District
 - Located on abandoned railroad right of way
 - Extensive meetings with stakeholders
- **Hope Center Trail, Fayette County—Project Manager**
 - 0.25 mile multi-use path designed for the LFUCG
 - Studied several alternate alignments relative to adjacent railroad, property owners and Loudon Avenue intersection
 - Required coordination with R. J. Corman and CSX Railroad
 - Included gated and signalized rail crossings
- **US 41A, Christian County—Project Manager**
 - 4.2 Miles of Urban and Rural Roadway Design
 - Development of pavement salvage strategy
 - Landscape and entrance wall design for Ft. Campbell main gate
 - Development of extensive storm sewer system
 - Stormwater analysis utilizing Karst features

Rick Nunnery, P.E., P.L.S., CFM—Principal/Project Manager/Project Engineer—EA Partners *(15)

EDUCATION AND EXPERIENCE
University of Kentucky, Bachelor of Science
Engineering, 1998

18 Hours Towards Masters in Civil Engineering

Experience in Transportation: 16 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 23101
Professional Land Surveyor - KY - # 3992
Certified Floodplain Manager—US-11-06152

APPLICABLE TECHNICAL TRAINING

FHWA Fundamentals of Planning, Design and Approval of Interchange Improvements to the Interstate System, 2012

Open Channel Hydraulics- University of Alaska Anchorage, 2001

Mr. Nunnery has over sixteen years of experience working on various projects throughout the Commonwealth and for the Kentucky Transportation Cabinet. Mr. Nunnery has extensive experience in the all phases of highway design, including scoping studies, survey, highway design, drainage, site development, right-of-way plans, interchange layout, traffic analysis and report writing. He is proficient in KYPIPE 2000, SEDCAD 4, AutoCAD, Microstation, InRoads and HEC-RAS.

- **US 68, Bourbon/Nicholas Counties—Project Manager**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **US 460, Magoffin County—Project Engineer**
 - 2.5 miles widening of urban arterial
 - Provided access plan reducing ninety access points to six intersections
 - Included ten foot multi-use path
 - Included Phase I and II Design
- **US 27, Pulaski County—Project Manager**
 - 1.4 Miles of Urban & Rural Design for KYTC
 - Included multi-use path connecting Burnside State Park to Downtown Burnside
 - Required coordination with the US Army Corp of Engineers, KY Parks Dept. & KYTC to widen existing Causeway for multi-use path
 - Extensive Storm sewer design
 - Extensive public involvement

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Clive Weller, P.E., P.T.O.E.—Project Engineer—EA Partners *(6)

EDUCATION AND EXPERIENCE

University of Leeds, England
Bachelor of Engineering (Honors)
Civil Engineering with Architecture, 1991

Experience in Transportation: 20 years

PROFESSIONAL REGISTRATIONS

Chartered Civil Engineers (England)
Professional Engineer - KY - Civil # 25770
Professional Traffic Operations Engineer—#3293

Mr. Weller has over twenty years of highway design experience. His traffic assessment skills are complemented by his extensive experience of the complete design, delivery and maintenance process. This has been utilized on projects for KYTC for conceptual design and alternate solution assessments for operational effectiveness and budgetary constraints. His experience includes highway design, traffic studies, and roundabout assessment and design. Mr. Weller is also a Beta Tester for CORSIM and HCS software developments.

• US 25, Laurel County—Project Manager

- Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
- Extensive storm sewer design and pavement drainage analysis
- Pavement salvage strategy plan
- Floodplain modeling
- Extensive Public involvement
- Access management plan

• US 68, Bourbon/Nicholas Counties—Project Engineer

- 16 miles of relocation for the Kentucky Transportation Cabinet
- Extensive public involvement during environmental process
- Avoidance of historic properties
- Phase I and II Design
- Stream Restoration and Permitting

Eric Hackworth, P.E., P.T.O.E.—Project Engineer—EA Partners *(1)

EDUCATION AND EXPERIENCE

University of Kentucky, Masters of Science
Civil Engineering, 2009

University of Kentucky, Bachelor of Science
Civil Engineering, 2008

Experience in Transportation: 6 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 29096

APPLICABLE TECHNICAL TRAINING

Planning, Design and Approval of Interchange Improvements
Access Management
Project Management Guidance
Highway Capacity Analysis
Culvert Design
NEPA Decision Making
Context Sensitive Design Solutions
3D Modeling

Mr. Hackworth is a Project Engineer for EA Partners and a former Project Manager and Highway Designer for the Kentucky Transportation Cabinet. Eric has six years of experience in transportation engineering. During his time with KYTC, Eric oversaw the initiation and completion of multiple roadway projects delivered to KYTC by consultant forces. These projects included both urban and rural corridor improvements, as well as site specific projects such as bridge replacements and intersection improvements.

• Brannon Road, Jessamine—Project Engineer

- Study and Design of 3.5 miles of Urban and Rural Roadway widening and relocation for the Kentucky Transportation Cabinet
- Analysis of Traffic projections and lane configuration
- Analysis of intersection configuration
- Evaluation of multi-use path

• US 60, Henderson—Project Engineer

- 0.5 Miles of widening of Urban Roadway for the Kentucky Transportation Cabinet
- Advanced traffic engineering and modeling
- Extensive topographic field survey
- Includes multi-use path connection to the Henderson Community College
- Maintenance of Traffic
- Avoidance of historic properties

• US 25, Laurel County—Project Engineer

- Study and design of 3.5 miles of Urban Roadway for the Kentucky Transportation Cabinet
- Extensive storm sewer design and pavement drainage analysis
- Pavement salvage strategy plan
- Floodplain modeling
- Extensive Public involvement

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Marc Wirtzberger, P.E.—Project Engineer—EA Partners *(13)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering, 2000

Experience: 10 years

PROFESSIONAL REGISTRATIONS

Professional Engineer - KY - Civil # 24798

Erosion Prevention and Sediment Control Certified
Plan

Reviewer/Preparer - Louisville MSD - #12497

PROFESSIONAL AFFILIATIONS

KSPE, ACEC

Mr. Wirtzberger has over ten years of experience working on various projects throughout Central Kentucky and the Kentucky Transportation Cabinet. He has worked on numerous projects involving complicated stormwater analysis, floodplain modeling and FEMA letters of map revision. Mr. Wirtzberger is experienced in plan preparation, quantity calculations, cost estimates, erosion control and BMP Plans, and preparations for public meetings. He is proficient in Microstation, InRoads, HEC-1, HEC-RAS, and STORMCAD. Specific project experience includes:

- **Moberly Road, Mercer County—Project Manager**
 - Study and Design of 1.2 miles of shared use path for the Kentucky Transportation Cabinet
 - Improved pedestrian and bicycle access to the Mercer County School System
 - Extensive topography field survey
 - Meetings with Stakeholders
- **US 68, Bourbon/Nicholas Counties—Project Engineer**
 - 16 miles of relocation for the Kentucky Transportation Cabinet
 - Extensive public involvement during environmental process
 - Avoidance of historic properties
 - Phase I and II Design
 - Stream Restoration and Permitting
- **Town Branch Trail, Fayette County—Project Engineer**
 - 1.25 Mile Bikeway Sponsored by Town Branch Trail, Inc. and performed for the LFUGG
 - Segment of 5 mile Town Branch Trail
 - Designed to meet applicable State and Federal guidelines

Robert F. Young, Jr., E.I.T.—Design Engineer—EA Partners *(23)

EDUCATION AND EXPERIENCE

University of Kentucky, Bachelor of Science
Civil Engineering—1992

Experience: 22 years

APPLICABLE TECHNICAL TRAINING

InRoads / Microstation V8 Training
Context - Bridge Innovations & Water Quality
Systems
Advance Design Systems • Water Quality Structures & Stormwater Treatment Systems Training
Global Pipeline – Wastewater and Waterline Pipe
Systems
Subsurface Stormwater Management & Detention
Facilities
Green Infrastructure Alternatives Training
LFUGG – Best Management Practices Training
Erosion Protection and Sediment Control Training
Storm Sewer Pipe Systems Training
Permeable Pavement Systems Training

Mr. Young has over twenty-two years of experience working on various projects throughout Central Kentucky. He has been responsible for preparing permit applications to the Kentucky Division of Water, the U.S. Army Corps of Engineers, and Kentucky Department of Highways. Relevant project experience includes:

- **Versailles Streetscape, Woodford County—Project Engineer**
 - Extensive coordination with the State Office of Local Programs and the District 7 Highway Office, as well as consultation with the State Historic Preservation Office and Federal Highway Administration, in development and approval of the project.
 - Coordination of the project for the City of Versailles from construction plan and proposal development, through the approval process, to bid procurement and construction.
 - Design of the Streetscape including infrastructure and amenities such as curb, sidewalk, stamped concrete entryways, ADA accessibility, landscaping, lighting, electrical coordination, and streetscape furniture, as well as right of way certification, traffic management, and best management practices implementation.
 - Development of all contract and proposal documents including work with federal and state procurement codes, state and federal wage rates, and Disadvantaged Business Enterprise participation.
 - Cost estimation and budget direction for the project.
 - Work with the public and the Versailles City Council in securing approval of the project.
 - Direction of the bid process including procurement of bids, bid evaluation, and contractor selection.
 - Coordination of the construction process including contractor, subcontractor, and local work force organization, as well as inspection and monitoring of construction.

EA Partners, PLLC

The **East Market Street—NuLu Streetscape** project is a strategy and development plan that encompasses the culture and direction forged by area landscape, architecture and history. The ten block section in Louisville, being designed serves as a foundation to development throughout the East Market District and in fact has become part of a comprehensive downtown connectivity. The endeavor to improve economic development through tourism, increase business participation and destination businesses has been paramount with the streetscape strategies and physical development. Creating uniqueness in the District without compromise to the current character is the vision of the Districts users, residents, businesses and City officials. Market Street is a destination street since Louisville's founding. CARMAN has an office located in the East Market Street Gallery District, is serving as the Prime Landscape Architectural and Civil Engineering consultant on the 10 block corridor enhancement project. Street rooms and galleries for socialization for the entertainment area were created in addition to creating entertainment corridors along the alleys paralleling East Market Street to the north and south. A primary objective of the project is the use of green infrastructure along the corridor to minimize the stormwater discharge into the combined sewer system along the corridor. Through the creative use of infiltration gardens, runoff from streets, parking areas, buildings and alleys is being captured that significantly reduces the impact to the existing sewer infrastructure. Construction is scheduled to begin in early 2015 with an estimated completion date of Fall 2016.



Working with the City of Corbin, CARMAN developed **The Cycle Corbin Bikeway Master Plan** with the goal of creating a bike-friendly network in Corbin's downtown and surrounding neighborhoods. In addition, Corbin's bikeway system is designed to link Corbin to Kentucky Bike Tours, a statewide bikeway system, which connects Kentucky's historic and environmental landmarks. In order to provide a clear assessment of Corbin, an inventory of traffic patterns, circulation patterns and existing transportation infrastructure was gathered using GIS spatial data and on-site observations. Site visits and a photographic inventory, along with information gathered at Community Stakeholder Meetings provided a thorough assessment of Corbin's existing infrastructure and community desires. The master plan consists of three types of bikeways to accommodate active and passive cyclists: bike paths, which run along a stream in an existing park for inexperienced cyclists; designated bike lanes, which connect downtown to the park system; and shared lanes, for experienced commuter cyclists provide visual clues for vehicles and cyclists. The Cycle Corbin Master Plan report also outlines design strategies to create a comprehensive bike plan, including wayfinding signage throughout the bike system and traffic calming devices, like bump-outs, in the downtown corridor, for example. Other recommendations include installing public art and landscaping at carefully selected points of interest along the trails to create an aesthetically appealing and inviting setting for visitors. Utilizing these design elements help create a safe, fluid bike route system that is unique to Corbin.

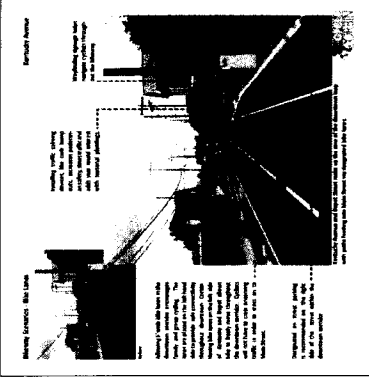


The office of CARMAN is serving as the local Landscape Architect for the **East End Bridge Corridor Aesthetics** improvements on the Kentucky and Indiana side of the new bridge. Included in the aesthetics improvements are the use of the approach corridors on either side of the Ohio River for pedestrians and bicyclists. The Kentucky trails that are being constructed as part of the road corridor will become a part of the Louisville Loop. Improvements designed by the CARMAN office are trails, trailheads, riparian restoration, corridor grading and landscape design. Total corridor length, including the new East End Bridge is approximately 6 miles. Construction on the corridor began in the Spring of 2013 and is scheduled to be completed in the Spring of 2016.

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

- Respect, restore, and emulate the character of the existing natural environments to utilize the material and architectural framework for context sensitive solutions of the various historic properties and the surroundings; while creating a sense of place with appropriate corridor and gateway treatments of the landscape.
- Reinterpret materials and architectural styles with modern materials and treatments where necessary for safety, durability, or efficiency.
- Leverage the new improvements to provide new and restored habitat for native wildlife and provide connectivity for plant and wildlife communities and for people.
- Select a sustainable planting palette that is adapted, native, low water use and non-invasive

E.A. Partners. PLLC

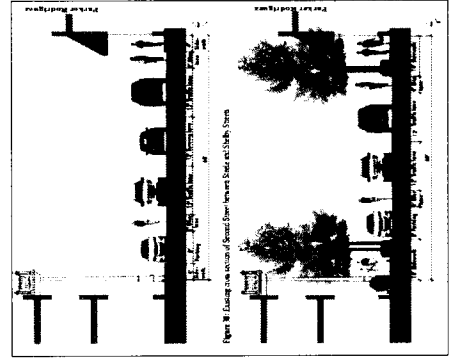




Transylvania University 4th Street Streetscape—CARMAN's role as the Landscape Architect and Engineering Firm was to provide a safe travel space pedestrian, bicyclist and vehicles along the Transylvania University Athletic Complex on Fourth Street in Lexington, Kentucky. CARMAN provided quality design to enhance the University's presence in the community, a signature project that will promote the University and benefit recruitment of students and student athletes, and an unique gateway to the Transylvania University campus. The CARMAN Office prepared plans for the streetscape design with sidewalk improvements, bicycle lane enhancements, priority lighting and gateway entrance to the university campus. Also provided were cost estimates, phasing recommendations, bid and site administration and coordination with community and university stakeholders.



College Street Streetscape, Somerset—The primary intent of the College Street Streetscape project was to improve and enhance the primarily residential character of the street by improving traffic with defined circulation and parking areas and enhancing the visual definition of the area. The enhancements improved the character and safety of the neighborhood by calming traffic flow. The design intent was to provide a manageable vehicular movement with two full 12-foot lanes the entire length of the street. Where practical, without compromising resident's access to properties, the driving lane was separated from new sidewalks, which were constructed of concrete panels lined with brick ribbons. New grass separation strips not only separate vehicles from pedestrians but also serve as a location for underground utilities being relocated from overhead, a feature which greatly improves the visual quality of the street. The street itself was completely reconstructed with new curb and asphalt. Each existing driveway entrance was reconstructed with new concrete aprons to better define individual property entries. and defined with the addition of new street lights to match those recently installed along Mount Vernon Street. This helps define the corridor and also allows for attaching banners and hanging flower baskets. Matching seating areas also were provided for pedestrians, typically at street intersections with defined textured crosswalks. Street trees and additional plantings serve as landscape infill on the outside of the new sidewalks and along the right-of-way to further improve the overall visual quality of the street.



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

CARMAN was tasked with developing a plan that would meet the city's overarching goals. The design team met extensively with the community stakeholders and also conducted a 3 day design workshop that tested, confirmed and revised previously prepared design schemes in the project corridor.

E.A Partners, PLLC

EDUCATION AND EXPERIENCE

University of Kentucky, B.S. Landscape Architecture
1976

PROFESSIONAL REGISTRATION

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

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects, Member, Fellow
Council of Landscape Architectural Registration Boards
(CLARB) -National Board of Directors, Past President
Kentucky Landscape Architectural Registration
Board - Appointed 1989, 1994, 2006
KYDOT Paris Pike Design Review Task Force
University of Kentucky Life Time Alumnus and Fellow
'The Masters' PGA Golf Tournament Marshal -
Augusta National 1989 - Present

APPLICABLE TECHNICAL TRAINING

Engineering Methods for Improving Watershed Quality
Incorporating Bioengineering Techniques in Erosion and
Sediment Control
Biotechnical Erosion Control Techniques in Matching Tech-
niques to Sites
Urban Stormwater Management
DPIC Contract Review & Revision
Urban Stormwater Management and Detention—Pond De-
sign
Ecological Restoration

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

John Carman's experience extending over a 38-year period has been with large and small-scale projects ranging from Educational Facility Planning, Community Planning and Design, Site Engineering, Athletic Facility Design, and Environmental Planning. Mr. Carman is acknowledged as being on the cutting edge with creative and technically superior site design, particularly in the areas of storm water management and supporting site improvements. Mr. Carman contributes routinely at the University of Kentucky Landscape Architecture Department as adjunct professor and guest lecturer in a variety of design, construction, and professional practice courses.

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

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

East End Bridge - Louisville, Kentucky and Utica, Indiana—The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering Consultant. Projects include aesthetic improvements on both sides of bridge as well as selecting sustainable planting palette that is adaptive, native, low water use and non-invasive species.

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

E.A. Partners, PLLC

Carrie Read, RLC, LEED AP, ASLA—Carman

EDUCATION AND EXPERIENCE
B.S. Landscape Architecture University of Kentucky, 2004
M.S. Landscape Architecture

PROFESSIONAL REGISTRATION
Landscape Architect, state of Kentucky
LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS
Kentucky ASLA Chapter Newsletter Editor American Society of Landscape Architects
Young Professionals Association of Louisville
East Tennessee Community Design Center Volunteer, 2007-2009

APPLICABLE TECHNICAL TRAINING
Natural Areas Association, Presenter 2006 & 2008
North American Prairie Conference Presenter 2006 & 2008
ASLA Annual Conference
San Jose, CA; 2002
New Orleans, LA; 2003

Carrie Read joined CARMAN in December 2009. Prior experience includes three years with a nationally recognized design firm in Knoxville, TN where she focused on park and recreation, campus planning, health care, and streetscape design. Over the course of those three years, Ms. Read worked on a variety of projects across southeast US. Since joining CARMAN, she has assisted with site design, urban design and planning, graphic design, project management, construction document preparation and construction administration. With over 7 years of professional experience, Carrie has developed design and management skills in a variety of notable projects within the Metro Louisville area. Developing her interest in sustainable and environmental design, Carrie has become a LEED accredited professional and applies green design principles to CARMAN projects in a variety of creative means.

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

East End Bridge - Louisville, Kentucky and Utica, Indiana - The CARMAN office is serving as the Landscape Architectural, Urban Planning and Civil Engineering Consultant. Projects includes aesthetic improvements on both sides of bridge as well as selecting sustainable planting palette that is adap-tive, native, low water use and non-invasive species.

Stonestreet Elementary School Safe Routes to Schools - Louisville, Kentucky - CARMAN is providing services to the Jefferson County Public Schools in con-junction with a grant awarded them through the Office of Local Programs. The project includes the design of a new parking lot, demonstration wetlands, rain gardens and internal pedestrian trails that connect with the surrounding neighborhood. CARMAN has facilitated all permitting and approvals with the District 5 LPA Coordinator and the Transportation Cabinet Office of Local Programs.

Jennifer McGregor, Public Art Consultant & Curator

EDUCATION AND EXPERIENCE
Brown University, Providence, RI, B.A. Art, 1981;
The Graduate School and University Center/CUNY,
Ph.D. Program in Art History, enrolled 1994-96.

PRESENTATIONS
Public Art and the Environment, various locations, Lisbon, Portugal; The Genesis of Public Art at The Fate of Public Art Conference, UNESCO, Paris, France; 50/50 Meaningful Public Art in the Past 50 Years, American for the Arts Summit, Baltimore, MD; Art + Public, Engaging the Community through Art, Lafayette Seminar Series in Public Issues, University of Kentucky, Lexington, KY; Making Successful Memorials, lecture and workshop for Pittsburgh Public Art Program.

Principal, McGregor Consulting, New York, NY, Independent art advisor & curator for art and interpretive projects, commissions, exhibitions, planning, and research. Develop ideas and strategies through public forums, reports and exhibitions. Clients include government agencies, non-profits, museums and architects. Open competition projects include Flight 587 Memorial for the City of New York, managed two-tiered open com-petition to select and develop a design to honor the lives lost in the crash of Flight 587 in Belle Harbor, NY. Recently completed a public art strategy for the Rose Kennedy Greenway in Boston, MA in collaboration with Renee Plechocki. Visionary thinking and knowledge of realistic best practices are part of the balance for master planning projects that engage communities. 1990 present.

WAVE HILL EXHIBITION LIST - Remediate/Re-vision: Public Artists Engaging the Environment, 2010, showcases artists' projects that raising awareness about watershed fragility, industrial and natural history, personal responsibility, and ecological balance. Artists: Lillian Ball, Jackie Brookner, Mags Harries and Lajos Héder, Natalie Jeremijenko, Patricia Johanson, Lorna Jordan, Matthew Mazzotta, Eve Mosher, Buster Simpson, Susan Leibovitz Steinman, Suzanne Lacy, and Yutaka Kobayashi, George Trakas, Mierle Laderman Ukeles. Funded by NEA, traveling to St. Mary's College, Maryland.

The Muhheakantuck in Focus, 2009 - Contemporary artists explore the native people's engagement with the river, both before and after Hudson's arrival on Muhheakantuck, the "river that flows both ways." Laura Anderson Barbata, Mary Anne Barkhouse, Lorenzo Clayton, Peter Edlund, Nicholas Galanin, Edgar Heap of Birds, Melanie Printup Hope, Maria Hupfield, G. Peter Jemison, Jason Lujan, Alan Michelson, Anna Tsouhlarakis, William R. Wilson. Funded by IMLS.

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Team Experience □ Kentucky Transportation Center

Adam J. Kirk, P.E., P.T.O.E., A.I.C.P., PhD—Transportation Planner/Traffic Engineer-KTC

EDUCATION AND EXPERIENCE

UNIVERSITY OF KENTUCKY, Lexington, Kentucky
Bachelor of Science; Civil Engineering
Doctor of Philosophy; Civil Engineering

UNIVERSITY OF WASHINGTON, Seattle, Washington
Master of Science; Civil Engineering

PROFESSIONAL REGISTRATIONS

Professional Engineer (KY; No. 23407)
Professional Traffic Operations Engineer (PTOE)
American Institute of Certified Planners (AICP)

REPORTS/PRESENTATIONS

Stamatiadis, N. and Kirk, A. "Transition Zone Design." Kentucky Transportation Research Center Report KTC-13-14, College of Engineering, University of Kentucky, Lexington, KY, 2008.
Stamatiadis, N., Kirk, A. "A new set of Guidelines for Road Diet Conversions," TRB 92nd Annual Meeting Compendium of Papers, Transportation Research Board, Washington, D.C. 2013.
Kirk, A., Stamatiadis, N., Hartman, D. and Pigman, J. "Practical Solutions Concepts," ASCE Transportation Journal, April 2010

Versailles Road Multimodal Study. Project Manager for study identifying multimodal issues on Versailles Road from Alexandria Drive to Angliana Avenue. The study focused on alternatives and short term solutions that could be implemented quickly within existing right of way as well as lay groundwork for future improvements. Identified improvements already constructed include reconstruction of the intersection of Versailles Road and Red Mile Road and the introduction of a revised cross section.

Practical Solutions for Kentucky. Project Manager for development of briefing document delivered to Kentucky Transportation Cabinet to market Practical Solutions to engineers and stakeholders. A significant contribution of this document was the system level benefits analysis of practical solutions concepts used by Kentucky, Utah and others to implement the practice.

NCHRP 15-32 Quantifying the Benefits of Context Sensitive Solutions. Co-PI for NCHRP Report 642 which developed performance measures and evaluation procedures for CSS.

Technical Assistance for Roundabout Implementation in Kentucky. PI for the development of Guidelines for the Planning and Design of Roundabouts in Kentucky. Currently as the primary reviewer for all roundabouts proposed in the KY providing operations analysis, conceptual and final design assistance.

University Drive Road Diet Conversion. This project implemented a two-lane cross-section on University Drive at the University of Kentucky to reduce high vehicular speeds and increase pedestrian safety. University Drive was a four-five lane facility that saw thousands of pedestrian crossings a day as it separated student housing from the main campus.

Road Diet Guidelines for Kentucky. Co-Principal Investigator for the development of guidelines for the design of Road Diets in Kentucky, including the implementation and evaluation of 3 case studies.

Lexington Downtown Bike Plan. This study developed and evaluated a bike lane plan to accommodate the one-way street network in Lexington, KY on Main and Vine Streets. The recommended plan proposed the reduction from four to three through lanes and created bike lanes on both sides of Vine Street to accommodate left turns .

Crescent Springs Small Area Study. Transportation planner for multi-disciplinary small area study for Crescent Springs, KY. The study involved the determination of appropriate land uses for commercial areas within the study based on economic and transportation capacity constraints on the site. Evaluated transportation improvements included increased connectivity through new road construction, and repurposing of roadway sections and functional classifications to affect proper land use.

Auxiliary Turn Lane Guidelines for Kentucky. Principal Investigator to develop new regulations to address the impacts associated with new development and to provide clear guidance on the when roadway improvements are needed. This work resulted in the development of Traffic Impact Study guidelines and Auxiliary Turn Lane warrants. These documents provide a comprehensive and consistent methodology to analyze and evaluate new and proposed developments that may impact the Kentucky state.

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Team Experience □ EHI Consultants

Complete Streets—EHI Consultants is assisting with the implementation of a Complete Streets Program in Lexington. This includes revisions to the Roadway Manual that will place an emphasis on multi-modal transportation as well as efficient connections for vehicles and pedestrians throughout the County. Standards for development and retro-fit are addressed.

One task involves revamping the street classification system to include adjacent land uses as a means to classify streets along with the traditional reliance on street volume. A heavy significance is placed on safety, universal access and non-vehicular users such as pedestrians, bicycles, the disabled, the growing elderly population and children.

Traffic calming measures will be implemented as retro-fits to existing corridors that were built too big for their use and, therefore, pose safety hazards because of the high speeds they allow. The issue of connectivity is stressed in order to increase mobility as well as decrease congestion and automobile usage.

This project includes heavy public involvement because of the newness of the Complete Streets concepts. Education through public meetings is at the forefront of the process. The program will benefit residents in the areas of safety, health, mobility, sustainability, and economics.



East End Small Area Plan—EHI led the team responsible for the development of a small area plan for Lexington's East End Neighborhood in coordination with Lexington-Fayette Urban County Government.

The comprehensive neighborhood plan was completed in two phases. EHI was involved with facilitating extensive public involvement of neighborhood residents and stakeholders. This process was largely successful with more than 150 individuals turning out for the kickoff rally and 75 for the initial visioning session as well as favorable articles in the Lexington Herald-Leader newspaper and by downtown associations.

In addition to public involvement, the plan encompasses the examination of economic opportunities, diversity issues, infill development, mixed land use, open public space development, social capital and neighborhood character development. Prior to this project, EHI developed the feasibility study for this East Third Street area, identifying the need for retail and residential development within the East Third Street Corridor.



Rendering provided by Urban Collage

Southend Park Urban Village Plan—EHI provided project management and led a design team of professionals in the planning and redevelopment of the Southend Park Neighborhood in Lexington, Kentucky. This project consisted of the planning and design of a 25-acre urban neighborhood near downtown Lexington that was recently impacted by the extension of the Newtown Pike Roadway.

EHI assessed the neighborhoods existing conditions, analyzed data and led participation in stakeholder meetings. The firm also developed strategies for redevelopment including urban infill (commercial, residential and mixed uses), recreational land uses, business development strategies, live work concepts, and urban design concepts as well as the final plan development. EHI also assisted in the development of the Draft Environmental Impact Statement and Final Environmental Impact Statement through the investigation, analysis and provision of socio-economic data and neighborhood demographics to be incorporated into the environmental documents.



EA Partners, PLLC

Ryan Holmes—Project Manager/Planner—EHI Consultants

EDUCATION AND EXPERIENCE

Master of Community Planning,
University of Cincinnati

Master of Business Administration,
University of Cincinnati

Bachelor of Science
Business Administration,
University of Louisville

REGISTRATIONS

American Planning Association—Kentucky Chapter

APPLICABLE TECHNICAL TRAINING

ArcGIS 9.0 and higher
Adobe Creative Suite 6
Federal Aviation
Administration
DBE/ACDBE Training
Meeting and Business
Facilitation

Mr. Holmes is a graduate of the University of Cincinnati, who recently completed a comprehensive portfolio analysis for the City of Madeira, OH. Included in this portfolio is a comprehensive update of Madeira's zoning and subdivision regulations. The project updated the community's development regulations to reflect the current conditions as an established, built-out community focused on maintaining its neighborhoods and enhancing its commercial districts.

While at the University of Cincinnati, Mr. Holmes also worked on an award-winning project team for its site planning and development as part of the 2013 Comprehensive Plan Update for the Village of Morrow, OH. His responsibilities focused on transportation analysis, and green-field/brownfield redevelopment strategies, which emphasized community revitalization, quality of life, and economic development.

Mr. Holmes' community planning education is strengthened with his background in finance and economic development. He has been involved with several of our ongoing projects. His experience and relevant projects with EHI are as follows:

Downtown Lexington Traffic Movement and Revitalization Study, Lexington, KY 2012 – present – Mr. Holmes provided assistance with the development of the detailed crash analysis of the downtown Lexington study area, conducting research on the impacts of one way versus two way streets on pedestrian safety, parking and transit mobility and assisting in regulatory and government coordination and communication.

LFUGG Complete Streets Program, Lexington, KY 2009 – 2010

The Complete Streets Program includes revisions to Lexington's Roadway Manual with an emphasis on multi-modal transportation and connectivity. Public involvement was thoroughly incorporated throughout the project due to large-scale impacts on residents. Mr. Holmes was involved in public outreach and historical community research for the Complete Streets Program.

Rachel Phillips—Planner—EHI Consultants

EDUCATION AND EXPERIENCE

Bachelor of Science
Geography /City and Regional Planning
Western Kentucky University
Masters of Urban Planning
University of Illinois

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners
American Planning Association
Kentucky Planning Association -
Kentucky & Illinois Chapter

EXPERTISE

ArcMAP GIS mapping
Adobe Acrobat Illustrator and InDesign
SPSS statistical software
Meter Master TraceWizard

Ms. Phillips was responsible for preparing planning reports that ensured the compliance of companies with the Resource Management Act of New Zealand. This entailed the review of building and resource consents with approved recommendations.

Senior Planner Lexington Urban County Government, Lexington, KY—Ms. Phillips Researched and developed strategies for the infill and redevelopment program including redevelopment projects, affordable housing initiatives and compatible residential infill design.

Rachel Phillip is a graduate of University of Illinois with a Masters of Urban Planning. Ms. Phillips has prior experience with water use planning, development proposals, infill and redevelopment planning, and planning analysis and recommendation, along with vast knowledge community engagement processes. Ms. Phillips is a Planner at EHI consultants that has previously worked for the Army Corps of Engineers, LFUGG, and the Georgetown-Scott County Planning Commission.

Magoffin County Comprehensive Plan, Magoffin, KY - The Magoffin County Comprehensive Plan is a county-wide plan that incorporates a full evaluation of economic opportunities, infill redevelopment opportunities, mixed use planning, public open spaces, social capital, design codes, environmental sensitivity, and addresses these components while making recommendations for future development through identified alternatives and guidelines. Ms. Phillips has researched and used her prior knowledge in creating the report. This includes public involvement and meeting with stakeholders throughout Magoffin County.

Water Conservation at Camp Aterbury, Champaign, IN—Ms. Phillips took part in the water conservation project at Camp Aterbury, This project included collecting water use and personal data by surveying soldiers on their attitudes and perceptions about the conservation of water on base.

Preparation of planning reports for compliance of Resource Management Act of New Zealand, Auckland, New Zealand

EA Partners, PLLC

Team Experience □ AMEC Environmental & Cultural Services

Marty Marchaterre, JD—Senior Planner/NEPA Specialist—AMEC

EDUCATION AND EXPERIENCE

JD/1988/College of William and Mary
BA/1985/History/Political Science

PROFESSIONAL REGISTRATIONS

Virginia Bar Association – Environmental Law
Section

District of Columbia Bar Association – Environmental, Energy, and Natural Resources Section

Mr. Marchaterre has over 23 years of environmental, regulatory, policy and permitting experience working as a consultant to federal agencies, states, local governments, railroads, and private industry. He has been involved in over 80 environmental impact statements, environmental assessments, and category exclusions. He has managed planning/scoping studies, permitting, socioeconomic baseline studies, environmental justice, community impact assessments, land use analyses, hazardous materials site assessments, biological assessments, and traffic noise analyses. Mr. Marchaterre has planned public information meetings/hearings, citizen advisory groups, Section 106 consulting party meetings, and neighborhood noise barrier meetings. In Lexington, Mr. Marchaterre has managed or been involved in the categorical exclusions and environmental assessments for the Clays Mill Road reconstruction, I-64 widening, New Circle Road improvements, New Circle Road and Versailles Road interchange improvements, and Loudon Avenue projects. He is on the Board of Town Branch Trail, Inc. and the Environmental Commission. For the U.S. Environmental Protection Agency, he provided support to the National Environmental Justice Advisory Council (NEJAC).

MEMBERSHIPS

National Association of Environmental Professionals
Lexington-Fayette Urban County Government
Environmental Commission

Town Branch Trail, Inc.

sessions and public outreach activities to promote brownfields/infill redevelopment and public/private partnerships.

Project Manager: Environmental Studies and Categorical Exclusion for Clays Mill Road, Kentucky Transportation Cabinet, Lexington. Project Manager for the preparation of environmental baseline studies for a 3.7 mile project in Lexington, KY. Prepared the socioeconomic studies and environmental justice analysis along with the hazardous materials/underground storage tank baseline studies and traffic noise analysis report. Worked closely with the city to allow simultaneous development of a new park and avoid any Section 4(f) impacts. Participated in citizen advisory committee meetings and public meetings.

Technical Reviewer: Brownfields – Petroleum Assessment Grant, Lexington. Supporting LFUGG's Brownfield Petroleum Assessment Grant. Use of GIS to help identify and target underutilized properties as potential Brownfields sites including along Versailles Road, which have the potential to be contaminated with petroleum products, such as salvage yards and former gas stations. Participating in visioning sessions and public outreach activities to promote brownfields/infill redevelopment and public/private partnerships.

Project Manager: Environmental Studies and Categorical Exclusion for the Loudon Avenue Reconstruction, Lexington. Managed environmental and cultural resources studies for the roadway reconstruction project for LFUGG and Kentucky Transportation Cabinet. Socioeconomic and environmental justice studies were a concern due to minority and low-income neighborhoods in the project area.

Technical Reviewer: Environmental Studies for Isaac Murphy Park Development, Lexington. Provided technical oversight of the environmental, socioeconomic, and cultural resource studies for the Isaac Murphy Memorial Art Garden Project in downtown Lexington. Due to minority and low-income neighborhoods, environmental justice was a concern. Participated in public archaeology events to promote park/history.

Board of Directors: Town Branch Trail, Lexington, KY. On the Board of Directors for Town Branch Trail, Inc. (TBT) and has been involved in trail development, outreach, education, and grant writing. Conducted TBT outreach activities at Arbor Day, Reforest the Bluegrass, Mayfest, Founders Day, July 4th, and the Farmers market. For the Kentucky River Watershed Watch, conducted water quality sampling of Town Branch for seven years. Using a Kentucky Fish and Wildlife Resources grant, helped develop environmental education signs on Town Branch. Planted trees along the trail as part of a Reforest the Bluegrass project.

Technical Reviewer: Environmental Justice and Community Impact Assessment for All Aboard Florida High Speed Rail Project from West Palm Beach to Orlando, Florida. Overseeing and providing technical review for a 235-mile inter-city passenger rail project community impact assessment. Based on a review of US Census data, the project has the potential to impact low-income and minority populations. Due to potential environmental justice concerns, the Federal Railroad Administration requested the preparation of a community impact assessment. Information gathering and analysis is underway.

Project Manager: East Market Street Streetscape Categorical Exclusion, Jefferson County. For Downtown Partnership and Louisville Metro, preparing a categorical exclusion for the East Market Streetscape project. Developed a cultural resources overview and participating in public involvement activities. AMEC also conducted geotechnical studies.

Technical Reviewer: Bus Maintenance Facility Categorical Exclusion (CE), Transit Authority of River City (TARC), Jefferson County, KY. Provided quality assurance/quality control for CE by TARC. For a bus maintenance facility annex on a former Louisville & Nashville Railroad site, AMEC analyzed traffic information, bus emission reductions, land use, historic resources, environmental justice concerns, and the potential for hazardous materials/UST contamination.

Project Manager: Documented CEs for Transit Projects, Christian, Clay, Franklin, and Jefferson Counties, KY. Managed AMEC's successful preparation of Documented CEs for transit facilities, maintenance facilities, bus wash, and parking structures with the KYTC Office of Transportation Delivery. Low-income populations affected by the projects triggered Environmental Justice evaluations. Mr. Marchaterre participated in all aspects of these projects including desktop environmental analysis, site reconnaissance, agency coordination, and report preparation.

EA Partners, PLLC

Team Experience □ AMEC Environmental & Cultural Services

John A. Hunter, RPA, MA—Senior Archaeologist/Zoo Archaeologist—AMEC

EDUCATION AND EXPERIENCE

MA/2004/Anthropology/New Mexico State University
BA/2000/Anthropology/University of Kentucky
AA/1998/Anthropology/Owensboro Community College

Mr. Hunter has approximately 14 years of experience in archaeology and zooarchaeology and cultural resources management. Experienced in prehistoric and historical archaeology in the southeast and southwest United States, Belize, Central America, and southern Mexico, he has worked on and directed a full range of archaeological investigations from simple literature and archival research to complex Phase III data recovery projects. He has authored or co-authored more than 100 reports in the field of cultural resources management. During his employment with the U.S. Department of Agriculture Gila National Forest as a North Zone Archaeologist, Mr. Hunter gained experience in cultural resource management, overseeing historic preservation activities in the North Zone of the Gila National Forest, New Mexico. During this time, he became thoroughly knowledgeable of federal and state regulations, including the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act (ARPA), and the Native American Graves Protection and Repatriation Act (NAGPRA). Mr. Hunter has developed cultural resources management plans (CRMPs) for the Greater Ohio Valley, Kentucky and for the Gila National Forest, New Mexico. At AMEC Earth and Environmental, Inc., Mr. Hunter has contributed his knowledge and experience in southeast and southwestern archaeology and zooarchaeology, as well as being responsible for faunal analyses. He is actively involved with the Kentucky Organization of Professional Archaeologists (KyOPA) and the International Council for Archaeozoology (ICAZ), and is a member of the Register of Professional Archaeologists (RPA).

PROFESSIONAL AFFILIATIONS

Registered Professional Archaeologist 2004-Present
Registered Principal Investigator in New Mexico: 2007-Present
Society for American Archaeology 2001-Present

MEMBERSHIPS

Registered Professional Archaeologist
Kentucky Organization of Professional Archaeologists
2004-Present
International Council for Archaeozoology 2005-Present

Mr. Hunter served as principle investigator, field supervisor and authored the report of findings for the Phase I archaeological survey for proposed improvements at the New Circle (KY 4) and Versailles Road (US 60) interchange, in Lexington, Fayette County, Kentucky. KYTC item no. 7-279.00. No archaeological sites or cultural remains were identified during the survey and no further archaeological work was recommended.

Mr. Hunter supervised and co-authored the report of findings for the phase I investigation and limited testing for proposed site of the Isaac Murphy Memorial Art Park located in Lexington, Fayette County, Kentucky. The project area measures approximately 0.5 acres (0.2 hectares) and is situated in a vacant lot at 577 East Third Street and 310 Nelson Avenue in Lexington. One archaeological site was identified, 15FA344 and was determined as potentially eligible for listing on the National Register of Historic Places (NRHP) based on the probable middle nineteenth century construction date of the former structure and its association with Isaac Murphy, an African-American individual important to Lexington's thoroughbred racing history.

Mr. Hunter supervised and authored the report of findings for a the Phase I archaeological survey for a proposed new turn lake on Park Avenue, Newport, Campbell County, Kentucky. KYTC Item No. 6-205. This project consisted of approximately 260 feet or 79 meters long and extends 12 feet or 3.7 meters south of the current right of way. One historic archaeological site, 15CP79, was identified during this survey.

Mr. Hunter supervised and authored the report of findings for a Phase I survey in Caldwell County, KY. This project consisted of surveying 22 acres for the proposed construction of a Walmart store. No new archaeological sites were identified. Contractor: SITE, Inc.

Mr. Hunter supervised and authored the report of findings for a Phase I survey in Fleming County, KY. The project consisted of surveying 16 acres for the U.S. Army Corps of Engineers (USACE) permitting areas associated with construction of a highway connector. No new archaeological sites were identified. Contractor: Kentucky Transportation Cabinet (KYTC).

Mr. Hunter supervised and authored the report of findings for a Phase I survey in Elliott County, KY. The project consisted of surveying 4.1 acres for the proposed replacement of a bridge and approaches over Middle Fork Creek. One new archaeological site (15EL68) was identified. Site 15EL68 consists of an extant log cabin, privy, chicken coop, and an unidentified collapsed stone structure. No cultural features or stratified subsurface deposits were identified within the site boundaries. Site 15EL68 is not eligible for nomination to the National Register of Historic Places (NRHP). Contractor: KYTC.

Mr. Hunter supervised field work for a Phase I survey in Madison County, KY. Contractor: Program for Archaeological Research, Department of Anthropology University of Kentucky. No new archaeological sites were identified during this archaeological survey.

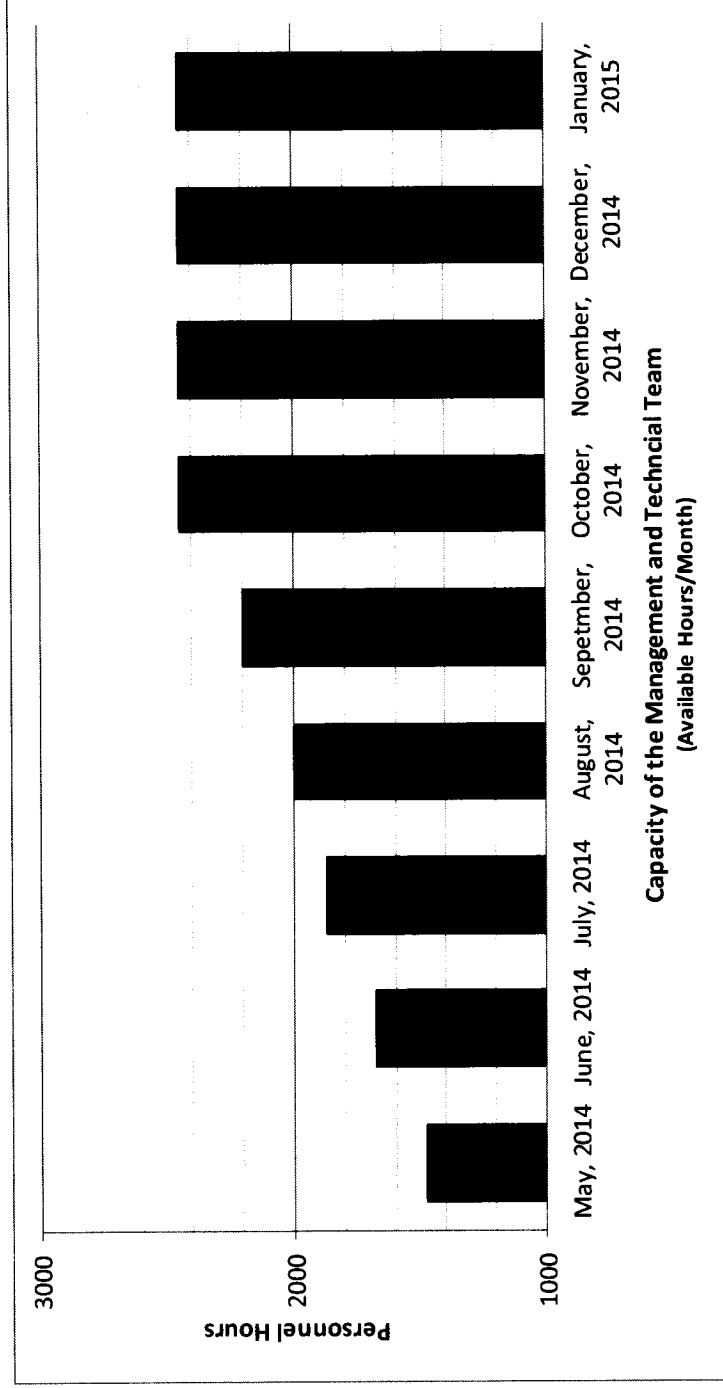
Mr. Hunter supervised field work for a Phase I survey in Green County, KY. Contractor: Program for Archaeological Research, Department of Anthropology University of Kentucky. No new archaeological sites were identified during this archaeological survey.

EA Partners, PLLC

Team Capacity □

The members of our Project Team have more than the required capacity to serve LFUGG on this project, while continuing to meet our other respective obligations. We have identified key staff for this project and confirmed they have sufficient availability to complete their respective tasks within the prescribed project schedule.

As the graphic indicates, the availability of our local staffs matches well with the project schedule, showing steady increases throughout the scheduled completion of planning and design activities. The anticipated demands of this project are estimated to be no more than 750 hours per month at any time during the planning and design phase, which is well within the average 2000 man hours per month available.



EA Partners, PLLC

Character, Reputation, Experience and Efficiency □ EA Partners, PLC



"EA Partners 'went out of their way to work with us and to coordinate all necessary parties. It became a real partnership. Without them, we couldn't have made it.'"

Keith Bohart
Project Architect for the Kentucky Finance and Administration Cabinet
KY 7—Elliott County, Kentucky

"On every occasion I have found them to be responsive, considerate, and broadly competent."

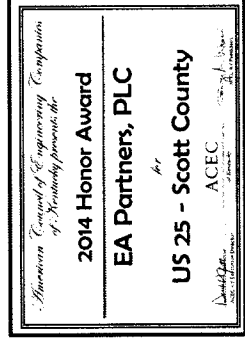
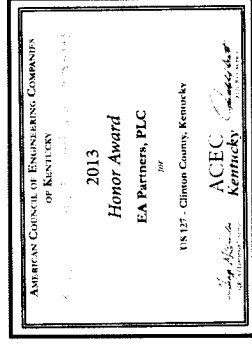
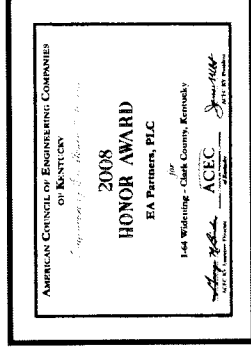
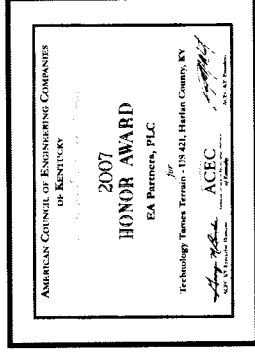
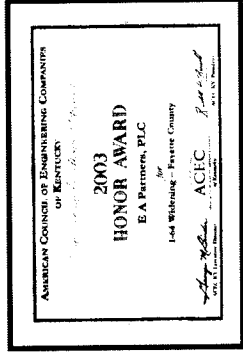
Van Meter Pettit, AIA
President—Town Branch Trail, Inc.
Town Branch Trail and additional local projects.

"The project was on an accelerated schedule and required many correct decisions in a short amount of time. EA Partners' level of service was outstanding and demonstrated the potential of partnering concepts."

James Ballinger, P.E.
Chief District Engineer, Kentucky Transportation Cabinet District 7
I-64 Widening, Fayette County, Kentucky

"The relationship and spirit of cooperation was tremendous."

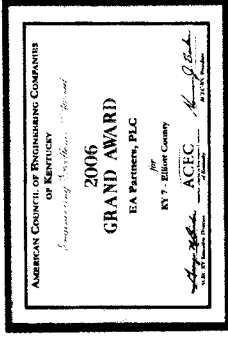
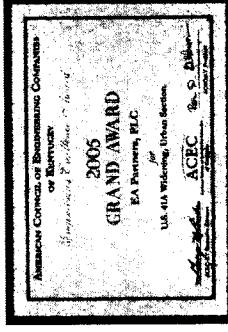
Everett Green
Branch Manager for Pre-Construction, Kentucky Transportation Cabinet District 2
U.S. 41A Widening, Urban Section, Christian County, Kentucky



This year EA Partners celebrates its 35th Anniversary of providing engineering and landscape architecture services to its clients. EA Partners has established a solid and consistent reputation with both governmental and private sector clients.

The central indicator of EA Partners reputation and character is the quantity and quality of repeat clients. EA Partners continues to be awarded an expanded and diverse number of projects from governmental agencies, a sign of our success on past projects. EA Partners attributes this achievement to our hands-on approach and our consistency at pushing others to meet project goals. This single tenant, which includes the client in the performance cycle, enhances efficiency and allows judgment and expertise to control the final product.

EA Partners' excellence has been recognized by the ACEC of Kentucky seven (7) out of the last twelve (12) years. Additionally EA Partners was nationally recognized by ACEC in Washington, D.C. as one (1) of forty-eight (48) National Award Winners in 2005 and 2006.



EA Partners has performed design services for the LFUGG Division of Engineering on a number of projects for a number of years. As the Project Manager for some of these projects I have been keenly aware of the work that EA has performed. EA Partners innovative approach to design and construction has produced unique opportunities for the citizens of Lexington. The plans and specifications that they have produced represent EA's level of professionalism and accountability and I would expect this to continue.

I believe EA Partners possess the creativity, the innovation and the technical skill set to effectively complete any project required by the LFUGG.

Keith Lovan, P.E./LFUGG

EA Partners, PLLC

Past Record and Performance

Our resume of previous project experience demonstrates our collective understanding of the transformative potential these kinds of improvement projects can achieve for initiatives just like the Versailles Road Project. Our Team's knowledge and experience will continue to deliver for the city as we work to map out the highest and best use of this critical public investment.

Our Team's past record of performance is listed in the adjacent table with a quick glance view of adherence to budget, quality expectation, and schedule commitment.



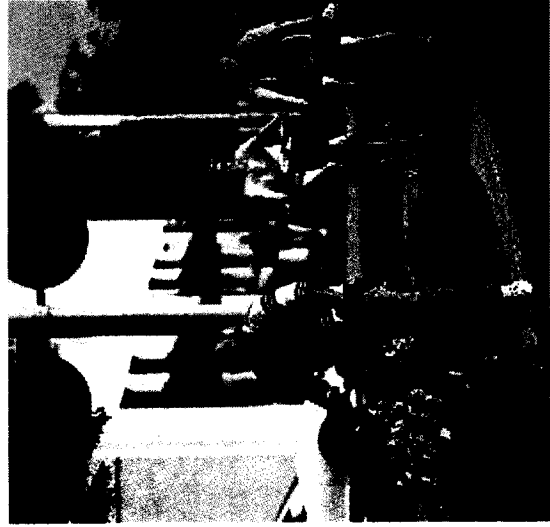
Project	Client	Services Schedules Met	Quality Expectations Met	Negotiated within Budget	Construction Costs Estimated within 15% of Award
U.S. 25 Fayette/Scott County (EAP)	KYTC	Yes	✓	Yes	Yes
U.S. 62 Barkley Drive, Paducah (EAP)	KYTC	Yes	✓	Yes	Yes
Carter Road, Owensboro (EAP)	KYTC	Yes	✓	Yes	Yes
U.S. 68 Marshall/Trigg Co. (EAP)	KYTC	Yes	✓	Yes	Yes
U.S. 41A Christian Co.—Urban Widening (EAP)	KYTC	Yes	✓	Yes	Yes
Hayes Boulevard (EAP)	Balls Homes, Inc.	Yes	✓	Yes	Yes
U.S. 25 Fayette/Scott Counties (EAP)	KYTC	Yes	✓	Yes	N/A
Coolavin Rail Trail/ Hope Center Rail Trail (EAP)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	N/A
Hillmeyer and Leestown West Pump Station Decommissions (EAP)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	N/A
Andover Trunk Sewer Relocation (EAP)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	Yes

EA Partners, PLLC

Past Record and Performance

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Project	Client	Services Schedules Met	Quality Expectations Met	Negotiated within Budget	Construction Costs Estimated within 15% of Award
4th Street Lane Conversion (CARMAN)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	Yes
2nd Street-YUM! Center (CARMAN)	Louisville Downtown Development Corp.	Yes	✓	Yes	Yes
East Market Street Streetscape (CARMAN)	Louisville Downtown Partnership	Yes	✓	Yes	Yes
Doughboy Square Streetscape (CARMAN)	City of Monticello	Yes	✓	Yes	Yes
College Street Streetscape (CARMAN)	City of Somerset	Yes	✓	Yes	Yes
3rd Street Utility Relocation with Streetscape (CARMAN)	The Speed Museum	Yes	✓	Yes	Yes
Cardinal Run Trail (CARMAN)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	N/A
Coldstream Park Entrance Road Park-ing and Trail (CARMAN)	Lexington-Fayette Urban County Gov.	Yes	✓	Yes	Yes
East Main Street Streetscape (CARMAN)	City of Danville	Yes	✓	Yes	Yes
East End Bridge Corridor (CARMAN)	Walsh Vinci Partnership/Jacobs	Yes	✓	Yes	Yes

EA Partners, PLLC

Project Approach □ Familiarity with Study Demands/Details

EA PARTNERS fully recognizes the project objectives for the Versailles Road Corridor Study project. Many of these objectives are direct results of the planning process in which members of the EA PARTNERS team led during the Multi Modal Alternative Evaluation of Versailles Road and have served as the basis for evolving the corridor enhancements that are primary to this RFQ. The EA Partners team's understanding of these objectives will serve as a foundation for the planning, design and engineering of the Versailles Road Corridor Study project.

Maintain the Corridor "Grit and Authenticity"

- Maintain the character of the corridor without compromise to the various cultural history and trends of the area.
- Understand the context of all buildings and all blocks and maintain the "feel" and scale without creating a new face.
- Celebrate buildings and street spaces with enhancements that maintain the eclectic feel.
- Invite a wide cross section of dwellers, businesses, users and visitors.
- Understand the existing culture, history and evolving use of the corridor – distinguish daytime and nighttime uses without compromising promotion of the spaces at all times.
- Create unique spaces that are relevant to the Versailles Road corridor.

Design and Engineering Considerations

- Utilize historic pavement materials
- Allow landscape along corridor to inform design treatments within newly developed streetscape
- Create a corridor vocabulary with newly place elements such as lights, signs, accessories that are contextual, yet unique to the Versailles Road Corridor
- Provide historic information to the biking and pedestrian user that reveals the culture and history of the corridor with a focus on historic "drivers" such as Cardinal Hill Hospital, the stockyards, the railroad, the bourbon industry, emerging cultures, etc.

Develop a Pedestrian and Bicycle-Oriented Environment

- Promote the pedestrian and biking environment so that full access to and connectivity through the corridor can be enhanced.
- "Respect" vehicles while "Engaging" people. "We don't dislike cars, but like people more."
- Insure that connectivity with surrounding areas outside of the Versailles Road Corridor can be fully accessible through way-finding, corridor gateways and separate identities within the district.
- Develop a pedestrian environment that is safe and accessible to everyone – eliminate barriers and promote use by those with all abilities. Test and confirm solutions with experts. Insure compliance with PROWAG standards.
- Provide visual and textural tools for communication of design vocabulary in the street improvement. Insure there is a clear path approach throughout the corridor.
- Calm the traffic and promote road diets that will create safe spaces and encourage use of sidewalk spaces for ease of movement through the corridor.
- Utilize dynamic pedestrian lighting that will clearly define night time movement and also create an exciting pedestrian environment.

Design and Engineering Considerations

- Consider the use of cycle tracks that integrate pedestrian and bicycling movement that is safely separated from the intense vehicle traffic. This will promote not only commuter biking but recreational biking also.
- Create pedestrian crossing refuge areas in medians
- Separate sidewalks from vehicle traffic with decreased traffic lane widths

EA Partners, PLLC

Project Approach □ Familiarity with Study Demands/Details

Develop a Sustainable Environment

- Design and create timeless spaces by utilizing durable materials and sound construction techniques.
- Implement physical sustainable design and engineering features that will satisfy the EPA Consent Decree issues by collecting and infiltrating storm-water from roadways and adjacent buildings
- Consider all sustainable design and engineered options. Advocate through design and outreach the sustainable objectives of the project.
- Integrate public art and green interpretation to promote public awareness and culture enhancement for sustainability.

Design and Engineering Considerations

- Reduce pavement surface areas and impervious surfaces through lane reassignments
- Consider utilizing green infrastructure methods such as green curbs, infiltration basins/trenches, permeable pavement systems, rain gardens, dark-sky friendly lighting, solar protection, solar energy for power needs, recharging stations for vehicles and many others

Create an Urban Environment Enhanced with Public Art

- Create strategies for integrating static and dynamic public art within and through the corridor.
- Invite the participation of LexArts to expand the artistic and curatorial influences for the Versailles Road Corridor.
- Create “art” with spatial and design vocabulary development through the use of creative streetscape amenities and lighting
- Allow for artistic gatherings – promote the use of the street environment for public art events and activities – integrate the outside with the inside – promote private participation with the public art program along the corridor
- Develop curatorial strategies with the EA Partners’ public art consultant.

Design and Engineering Considerations

- Utilize newly established medians for public art placement
- Use non-traditional means of public art mediums such as lighting, bus shelters, street accessories and signage as means of creating iconic and cultural public art
- Utilize the bridge just west of Oliver Lewis Way as a “platform” for artistic expression and placement of public art as part of a gateway feature
- Use uniquely designed signalization poles as a means of “supporting” intersection enhancements that become additional gateway features in addition to artistic expressions
- Use intersection pavements as a means of creating a “carpet” for pedestrian movements with uniquely designed crosswalks that are artistically expressive of neighborhood culture

EA Partners, PLLC

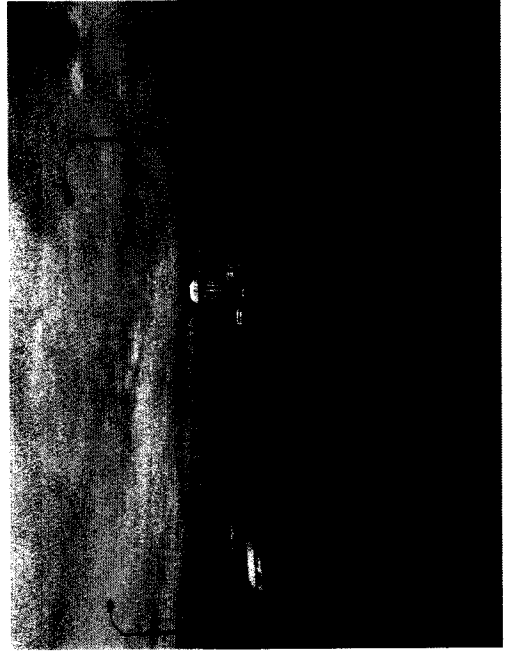
Project Approach □ Familiarity with Study Demands/Details

Create Identities

- Create new gateways for the corridor
- Avoid cookie-cutter design solutions that make the entire corridor look and feel uniform.
- Create a unifying design vocabulary for the corridor but apply them distinctively.
- Utilize thematic elements and materials throughout the corridor to tie design together while allowing elements and materials to be expressed in different ways to create a unique character for each block.
- Think about the corridor comprehensively while creating a design that has room for character expression either through public art, plantings, use of materials or types of public spaces.

Design and Engineering Considerations

- Use lighting to enhance and activate the corridor which will establish identities with memorable visual recognition. Consider intersection treatments with the use of creative lighting above the intersections.
 - Utilize vertical elements at intersections to create recognizable landmarks, which could be commissioned works by artists to reflect cultural references of marketplace, agriculture or galleries.
 - Consider the use of medians for significant gateways on either end of the corridor
 - Assess the use of alternative traffic operation methods that will minimize pavement materials and provide uniqueness to the roadway and corridor – consider the minimization or reduction of Two Way Left Turn Lane (TWLTL) or the use of Median U Turn Intersection Treatments (MUITT) and Loons.
- These considerations provide for more green space and beautification areas in addition to less conflicting vehicular turns.



Versailles Road near Oliver Lewis Way



'The Possibilities'

EA Partners, PLLC

Project Approach □ Familiarity with Study Demands/Details

Insure Corridor Participation in the Process

- Continue the public participation process initiated in the Multimodal Alternative Evaluation Study by engaging key stakeholders in the process, including business owners, property owners, residents, LFUCG Agencies (LexIran, Corridors Commission, Downtown Development Authority, the Lexington Convention and Business Bureau, etc.) and the various neighborhood associations along the corridor such as the Cardinal Valley and Hamilton Park Neighborhood Associations – minimize social and physical barriers by forming work groups that meet regularly.
- Actively coordinate and engage with the utility agencies such as LG&E, LWC, Insight, Time-Warner, and Windstream on issues of utility infrastructure as well as sustainable design.
- Involve external organizations such as the LexArts and the Center for Accessible Living in the design process.
- Identify key intervals to present progress to the public for comments and feedback.
- Present brief updates on websites, neighborhood association and Corridor Commission meetings.
- Create and distribute a survey to kick-off design work.

Design and Engineering Considerations

- Create a website for routine updates in planning and design considerations that will allow for continual public input
- Engage the public with a “Pop-Up Post-It” event during the Downtown Fourth of July festivities
- Conduct two Public Open House events within the corridor such as Cardinal Hill Hospital or Hillcrest Baptist Church to insure participation by corridor residents

Provide for a Comprehensive Environment of Mobility

- Accommodate vehicular traffic patterns and operations that are responsive to vehicular, pedestrian and biking activities
- Accommodate shared biking lanes throughout the corridor that are safe and user-friendly.
- Create biking infrastructure along the corridor that does not conflict with the pedestrian environment, further enhancing the accessibility to neighborhoods and cultural areas of downtown.
- Provide public transit infrastructure such as bus shelters and stops, bus drop-off and queuing areas as well as adequate and informative way-finding and signage that is consistent with the way-finding “brand” of Lexington – create a corridor identity.
- Recognize and promote accessibility from surrounding areas such as the Rupp Arena Entertainment District, the Town Branch Trail and the Distillery District.
- Encourage visitation from tourists and visitors to and from the downtown areas to
- Provide safe routes through elimination of physical barriers and enhanced lighting.
- Take advantage of the Urban Bourbon Trail that is developing in the Distillery District of Lexington – use the Versailles Road Corridor as a gateway

Design and Engineering Considerations

- Provide safe means for pedestrians and cyclist without compromising congested movement of traffic
- Provide additional creative means of bus stops and shelters – integrate as public art
- Build upon existing wayfinding on the corridor with enhancements that create a specific identity for the Versailles Road Corridor
- Calm the vehicular traffic movement with reduced lanes, strategically placement of medians and considerations for alternative peak hour lane usage.

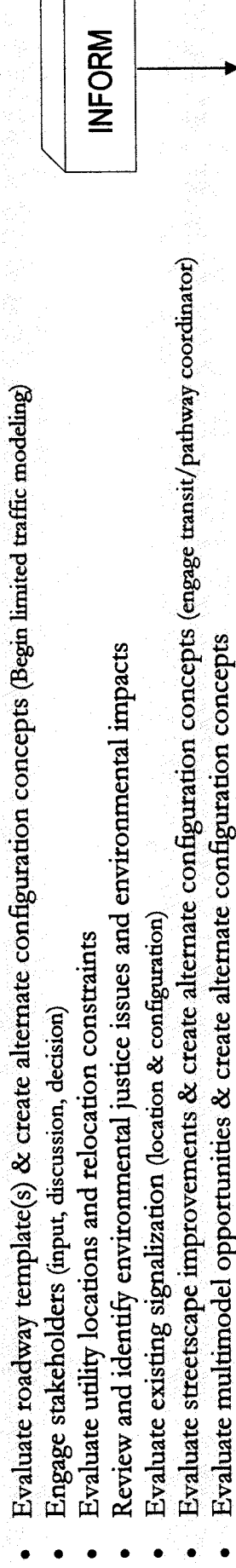
EA Partners, PLLC

Project Approach □ Familiarity with Study Demands/Details

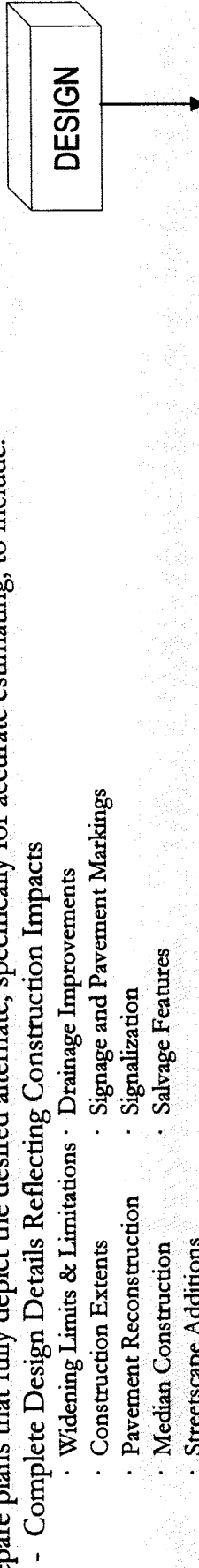
- Prepare Base Sheets, (assemble and create corridor mapping and survey as required) showing the following:

- Pavement limits
- Laneage
- Adjoining ownerships
- Rights-of-Way
- Utilities

- Signalization appurtances, including overhead wiring
- Special features (trees, planting, signage, etc.)
- Constraints
- Opportunities



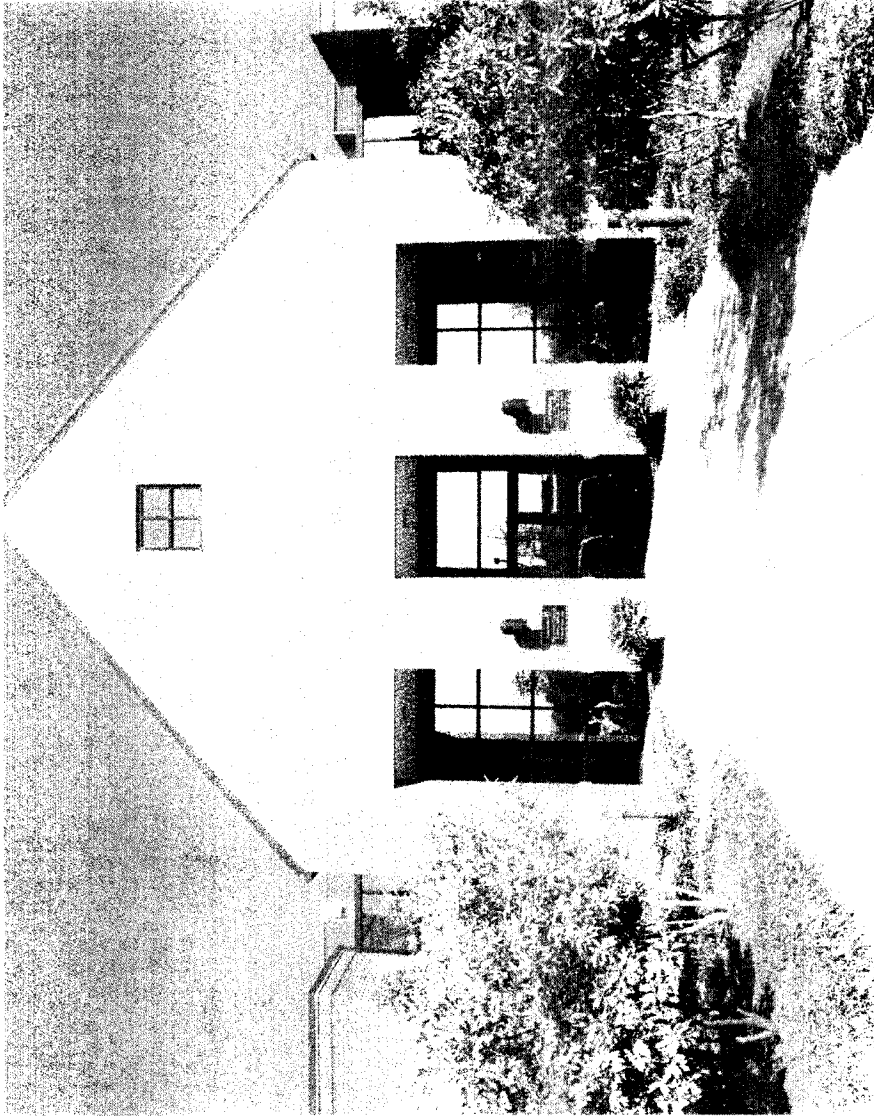
- Evaluate roadway template(s) & create alternate configuration concepts (Begin limited traffic modeling)
- Engage stakeholders (input, discussion, decision)
- Evaluate utility locations and relocation constraints
- Review and identify environmental justice issues and environmental impacts
- Evaluate existing signalization (location & configuration)
- Evaluate streetscape improvements & create alternate configuration concepts (engage transit/pathway coordinator)
- Evaluate multimodel opportunities & create alternate configuration concepts
- Model various alternatives (level of service, v/c ratio-side street and mainline) (engage advisory panel)
- Engage stakeholders (input, discussion, decision)
- Begin Funding Source Reviews : FHWA; LPA Critical Path; Federal Funds; US DOT, Alternative Mode funds (BCA); Tiger Grant.
- Select roadway foot print, including streetscape and multimodel attributes
- Prepare plans that fully depict the desired alternate, specifically for accurate estimating, to include:



- Complete Design Details Reflecting Construction Impacts
 - Widening Limits & Limitations
 - Drainage Improvements
 - Construction Extents
 - Signage and Pavement Markings
 - Pavement Reconstruction
 - Signalization
 - Median Construction
 - Salvage Features
 - Streetscape Additions
- Right-of-Way/Easement Acquisition (including landscape enhancements easements)
- FEMA/DOW/COE impact, if any
- Special drainage issues related to the corridor that might be addressed concurrent with a major capital project.
- Utility relocation and/or burial
- Environmental justice costs/considerations, if any
- Prepare Construction Cost Estimates
- Finalize Plans, Details and Estimate
- Review
- Publish

EA Partners, PLLC

Local Employment □



EA Partners is a Lexington based consulting engineering firm locally owned and operated by Al Gross, Les Haney, Tom Hatfield, Jerry Cottingham and Rick Nunnery.

Office Location: EA Partners, PLC
3111 Wall Street
Lexington, KY 40513

EA Partners, PLLC

**STATEMENT OF QUALIFICATION
SUBMITTED BY:**

Firm: EA Partners, PLC
Address: 3111 Wall Street
Lexington, Kentucky 40513
By: Albert W. Gross
Title: Partner
E-Mail Address: agross@eapartners.com
Telephone: 859-296-9889
Fax: 859-296-9887
Date: April 30, 2014

EA Partners, PLLC

AFFIDAVIT

Comes the Affiant, **Albert W. Gross**, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is **Albert W. Gross** and he/she is the individual submitting the proposal or is the authorized representative of **EA Partners, PLC**, 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."
7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. _____

STATE OF **KENTUCKY**

COUNTY OF **FAYETTE**

The foregoing instrument was subscribed, sworn to and acknowledged before me by **Albert W. Gross** on this the **30th** day of **April, 2014**

My Commission expires: **December 2, 2017**

NOTARY PUBLIC, STATE AT LARGE

EA Partners, PLLC

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.

EA Partners, PLC
Name of Business

Signature

EA Partners, PLC

AFFIRMATIVE ACTION PLAN

Equal Employment Opportunity (EEO) Policy Statement

The policy of EA Partners, PLC is to ensure equal employment opportunity for all persons regardless of race, color, national origin, sex (including pregnancy, childbirth or related medical conditions), age, religion, marital status, sexual orientation, veteran status and disability or any other characteristic protected by law. In keeping with this policy, such action shall include: employment, upgrading or demotion; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, on or off the job.

Equal Employment Opportunity Implementation

The partners of EA Partners, PLC ultimately have the responsibility to implement the equal opportunity employment policy.

Dissemination of Equal Opportunity Employment Policy

All members of the EA Partners, PLC staff who are authorized to hire, supervise, promote and discharge employees, or who recommend or are substantially involved in such action, will be made fully cognizant of, and will implement, the EA Partners' EEO policy and contractual responsibilities.

New employees will be apprised of EA Partners' equal opportunity policy at new employee orientation.

All recruitment sources will be reminded of EA Partners' commitment to EEO and affirmative action. All applicants will be treated without regard to race, color, religion, sex or national origin. Recruitment sources will be advised that EA Partners, PLC is an "Equal Opportunity Employer."

Job Policies and Practices

All personnel actions and programs including but not limited to compensation, benefits, layoffs, recalls, company-sponsored training, education and social and recreational programs will be administered in a nondiscriminatory manner with respect to minorities and women, provided the individual is qualified to perform the work available.

EA Partners, PLC shall continue to provide equal employment opportunity to all qualified persons and to continue to recruit, hire, train, promote, and compensate persons in all jobs without regard to race, color, religion, sex or national origin.

EA Partners, PLLC

AFFIRMATIVE ACTION PLAN

EA Partners, PLC shall identify and analyze areas of its employment process so as to further the principles of equal employment opportunity.

Employment decisions in all areas will be made on the basis of furthering the objective of equal employment.

The recruitment, testing and hiring of all personnel will be without discrimination against any individual with regard to race, color, religion, sex or national origin.

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type shall be taken without regard to race, color, religion, sex, age or national origin.

Compliance with Sex Discrimination Guidelines

It has been and will continue to be the policy of EA Partners, PLC not to discriminate on the basis of sex. In complying with these guidelines, EA Partners, PLC will continue to do the following:

- Actively recruit both men and women for all jobs.
- Referral sources, when utilized, are notified that EA Partners, PLC has no specific preference regarding sex and seeks only qualified applicants.
- Employment advertising does not express a sex preference and, if printed, does not appear in sex-segregated columns. Advertisements are followed by the statement, "Equal Opportunity Employer."
- EA Partners, PLC provides appropriate physical facilities for both male and female employees.
- EA Partners, PLC does not make a distinction between the employment treatment of a man or woman based on marital status. In addition, EA Partners, PLC does not deny employment to women with young children, nor does it terminate employees of one sex in a particular job classification upon reaching a certain age.

WORKFORCE ANALYSIS FORM

Name of Organization: EA Partners, PLC Project Team Date: 4 / 30 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	21	18	1		2					20	1
Superintendents											
Supervisors	3	3								3	
Foremen											
Technicians	7	6	1							7	
Protective Service											
Para-Professionals											
Office/Clerical	4		4								4
Skilled Craft											
Service/Maintenance											
Total:	36	27	7		2					30	6

Prepared by: Albert W. Gross, Partner

Name & Title

EA Partners, PLLC

LFUCG MBE/WBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #22-2014

The MBE/WBE 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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
EHI Consulting Services 333 W. Vine Street Lexington, KY 40507 859-425-4881	Public Involvement Urban Design	TBD	TBD

The undersigned company representative submits the above list of MBE/WBE 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.

EA Partners, PLC _____
 Company _____
Albert W. Gross, P.E.
 Company Representative

April 30, 2014 _____
 Date _____
Partner
 Title

EA Partners, PLC

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 unhealthy 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.

EA Partners, PLLC

GENERAL PROVISIONS

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.

EA Partners, PLLC

GENERAL PROVISIONS

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

April 30, 2014

Date

EA Partners, PLLC

HOURLY RATES

Principal	\$	150.65
Project Manager	\$	150.65
Project Engineer (PE)	\$	125.23
Project Engineer (EIT)	\$	100.08
Landscape Architect/Planner	\$	95.00
Engineering Technician/CADD Tech.	\$	82.50
Survey Crew (Two Man Party)	\$	125.92
Clerical	\$	40.92

*Reimbursable Expense Shall Be Billed at Cost, Without Markup.

EA Partners, PLLC

Qualifications



TRANSPORTATION CABINET
Frankfort, Kentucky 40622
www.transportation.ky.gov/

Michael W. Hancock, P.E.
Secretary

Steven L. Beshear
Governor

March 7, 2014

Mr. Leslie Haney
E. A. Partners, PLC
3111 Wall Street
Lexington, KY 40513

Dear Mr. Haney:

The Cabinet's Consultant Prequalification Committee wishes to inform you that your qualifications to perform services for the Kentucky Transportation Cabinet have been updated to include the following:

- Rural Roadway Design
- Urban Roadway Design
- Surveying
- Advanced Traffic Engineering Design
- Traffic Engineering Services
- Highway Planning Services
- Pedestrian and Bicycle Facility Planning and Design
- Airport Design
- Stream Mitigation
- UST & HAZMAT Site Analysis
- Preliminary Site Assessment
- Site Recon./Sampling
- Leak Detection/Monitoring
- Tank Removal/Disposal
- Remediation Services

Your firm remains eligible to be considered for contract negotiations whenever the Cabinet's needs required consulting engineering services of the type for which your firm has been prequalified to perform.

Your request to be prequalified for Construction Project Supervision has not been granted, please refer to the attachment for a detailed explanation.



An Equal Opportunity Employer M/F/D

Please note that January 1, 2015 is the Anniversary Date of your firm's qualifications. It will be your responsibility to renew your firm's qualifications on your anniversary date. This letter will be the only notification by this agency of the need for your firm to renew its qualifications.

Sincerely,

Claressa Hamilton
Consultant Prequalification Committee

EA Partners, PLLC



Steven L. Beshear
Governor

TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Michael W. Hancock, P.E.
Secretary

April 10, 2014

Mr. Leslie Haney
E.A. Partners, PLC
3111 Wall Street
Lexington, KY 40513

Dear Mr. Haney:

The Cabinet's Consultant Prequalification Committee wishes to inform you that your request for additional services has been reviewed with the following services added to your existing qualifications:

Construction Project Supervision

Your firm remains eligible to be considered for contract negotiations whenever the Cabinet's needs require consulting engineering services of the type for which your firm has been prequalified to perform. Please remember to add this category to your Prequalification Application when you update.

Please note that January 1, 2015 is the Anniversary Date of your firm's qualifications. It will be your responsibility to renew your firm's qualifications on your anniversary date. This letter will be the only notification by this agency of the need for your firm to renew its qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Claressa Hamilton".

Claressa Hamilton
Consultant Prequalification Committee



An Equal Opportunity Employer M/F/D

E.A. Partners, PLC

CIVIL ENGINEERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

TEAM

No TEAM is complete without EA