

DECEMBER 18, 2019



ACHEULEAN PROPOSAL FOR  
TOWN BRANCH COMMONS  
ARCHAEOLOGICAL MONITORING SERVICES  
RFP #46-2019



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ATTACHMENT A - Bid Invitation Sheet

ATTACHMENT B - Affidavit, Regs, Plans, and Agreements



Acheulean Consulting (Acheulean), a **Woman-Owned Small Business** specializing in cultural resource and environmental services, is pleased to provide proposal for archaeological monitoring on the Town Branch Commons project.

## **Proposer's Approach to Conduct Work**

### **Cause**

Acheulean intends to conduct the archaeological monitoring as laid forth in the Archaeological Monitoring Unanticipated Discovery Plan (AMUDP) written by AECOM. Acheulean will carry out this plan by having Jason C. Flay, MA, RPA, an archaeologist who meets and exceeds the Secretary of the Interior's Professional Qualification Standards for Archaeology, lead the project and direct all field activities.

As outlined in Section 3.1 of the AMUDP, Acheulean will fully monitor areas (as illustrated in Appendix C of the AMUDP) of ground-disturbing activity. Monitoring will occur until it is determined that it is no longer warranted, in that soil disturbance pervasive to intact archaeological deposits and/or soils which predate the earliest occupation of the region is encountered.

Upon discovery of archaeological resources, the Archaeological Monitor will halt construction to coordinate with Lexington-Fayette Urban Government (LFUCG), and all interested parties (e.g. Kentucky Travel Cabinet (KHC), Kentucky Heritage Council (KHC), Federal Highway Administration (FHWA), Tribal Historic Preservation Office(s) THPOs, etc.) to determine appropriate course of action. This could include but not be limited to investigation of the resource or to avoidance of the resource.

Mid-20<sup>th</sup> century historic residential building remnants, along with isolated finds and other ubiquitous components of the time period, will not enact implementation of the AMUDP, but will be recorded via mapping, notes and photography, with a selective sampling of architectural materials. Following recordation, the stop-work order will be lifted at that location.

As required in the AMUDP, all excavations will be documented with photographs, profile and plan view maps, and standard field forms. All artifacts will be taken back to the archaeological laboratory at the Acheulean office. Any recovered construction material will have the metric data collected.

The above methods are associated with historic periods finds. In the event prehistoric artifacts and/or features are identified, LFUCG will be contacted to determine if coordination with any interested THPOs needs to occur.

### **Methodology**

Acheulean will have staff on site for the duration of ground disturbing activities. During this time Acheulean staff will observe the mechanical excavation and the spoils piles to identify historic and/or prehistoric archaeological resources.

When a resource is identified, a Stop-Work order will be issued. The Stop-Work order will be applied to a buffer of 30-50 feet beyond the extent of the resource. At this time, the site supervisor will notify the Points of Contact (POC) for the LFUCG, KYTC, and KHC. In the event human remains are identified, the County Coroner and Sherriff department will be contacted.



Unanticipated discovery protocols will be followed. At minimum, archaeological work will be performed on the unanticipated discovery to stabilize, protect, and collect samples to assess the age of deposits. Coordination with LFUCG and with interested parties will occur to determine the most appropriate course of action. This may involve further archaeological investigation or consultation with THPOs. Construction activities will remain halted in the area of the unanticipated discovery until KYTC and KHC indicate that construction may proceed.

Discovery of human remains will enact the AMUDP protocols. Work in the discovery area will halt and the location will be secured and protected. Human remains and grave goods shall be guided by the Advisory Council on Historic Preservation's (ACHP) Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects (adopted by the ACHP February 23, 2007), the KYTC's Right of Way Manual Section 1300, and other applicable state and local laws. Human remains or associated artifacts will be left in place and undisturbed until appropriate consultation has taken place and a plan of action has been developed. The county coroner/medical examiner, local law enforcement, LFUCG, KYTC, and KHC will be notified immediately. If the human remains are suspected to be Native American, LFUCG/KYTC will promptly notify the FHWA, who will contact the appropriate THPOs. The coroner and local law enforcement will make the official ruling on the nature of the remains, being either forensic or archaeological.

If human remains are determined to be Native American, the remains will be left in place and protected from further disturbance until a plan for avoidance or removal can be developed. The FHWA, LFUCG, and KYTC will consult with the KHC and appropriate THBO to develop a plan of action that is consistent with the Native American Graves Protection and Repatriation Act (NAGPRA).

If human remains are determined to be non-Native American, the remains will be left in place and protected from further disturbance until a plan for avoidance or removal can be generated. Consultation with LFUCG, KYTC, KHC, and other appropriate parties will be required to determine a plan of action. Historic research and consultation with local authorities and historic experts will be conducted to try to determine the possible identity and affiliation of the remains. This will help determine if there are any lineal descendants who should be consulted concerning the treatment of the remains. Notice of the discovery will be published in local media outlets for at least three days to assist in identification of lineal descendants.

As per the AMUDP, the Archaeological Monitor lead will provide weekly progress reports via email. These progress reports will be submitted to FHWA, KYTC, and KHC. Any/ all sites will be reported to the Office of State Archaeology. All appropriate forms will be completed by the SOI archaeologist and submitted to the governing agencies within 30 days of discovery.

Following conclusion of all construction-related ground-disturbing activities, the Archaeological Monitor will conduct a final inspection, photo-document conditions in the APE, observe the removal of any protective measures, and confirm the completion of excavation activities. A detailed summary of these activities will be provided to FHWA, KYTC, and KHC at the conclusion of the project. Within four months of completion, a detailed archaeological report will be compiled documenting and interpreting the resources found and investigated during the monitoring period.



## **Project Timeline Accountability**

Acheulean staff are well versed and experienced in the importance of adhering to strict schedules and deadlines. Staff are well organized, keep thorough calendars and are in constant communication with their Principal Investigator. This allows quick and diligent problem solving to stay on schedule should unexpected findings or problems in the field arise.

Acheulean has a successful record of hitting project goals. An average month consists of 2-5 simultaneous projects, with staff excelling in prioritization of workloads and timelines to ensure quality and timely outcomings for all clientele.

In the event specialized skills or additional staff are required, Acheulean has a strong network of out-of-company individuals to draw from. These strong relationships ensure that there is a seamless integration of personnel without a lapse in the project timetable. This also guarantees that the best qualified people for a specialized task are utilized, benefiting the thorough investigation of the resources and the project as a whole.

## Project Examples

Acheulean has previous experience conducting projects of this size and scope. Below are four project examples which demonstrate the ability of the firm to undertake the tasks and responsibilities suggestive of this project.

A. Project Name and Location	
Chipola SW Drainage Archaeological Monitoring Project	Calhoun County, FL
B. Client Information	
<b>AECOM</b> 12420 Milestone Center Drive, Suite 150 Germantown, Maryland 20876, USA	
C. Key Personnel Name/ Roles:	Client Contact
Jason C. Flay/ Field Director – Lead Monitor	Scott Seibel Principal Archaeologist / Archaeology Program Manager Cell: 301-213-7819 scott.seibel@aecom.com
D. Project Description	
In spring/ early summer of 2014, Acheulean staff were contracted to undertake an archaeological monitoring project in Blountstown, Calhoun County, Florida. The project was in response to FEMA flood control measures throughout the county. The project started in March 2014 and continued until July of 2014.	<b>Year(s)</b>
	2014
	<b>Project Cost</b>
	\$77,500
	<b>Staff Involved</b>
	J. Flay
<b>Relevant Tasks</b>	
	Monitoring construction; site recordation;
 <p>was identified as early 20<sup>th</sup> century. Through coordination with the Florida Department of Historic Resources (DHR), it was determined that the structure lacked integrity for National Register of Historic Places designation, and the project could continue without further investigation.</p>	During that time Acheulean staff monitored construction by the county road crews for predominately pre-contact period Seminole sites, and resources dating to the earliest Euro-American settlement of the area, 19 <sup>th</sup> – early 20 <sup>th</sup> century. During monitoring, the remains of an early wooden bridge were identified and recorded. The bridge
<p><b>Major Project Elements</b></p> <ul style="list-style-type: none"> <li>- Archaeological Monitoring</li> <li>- Site identification and recordation</li> <li>- Coordination with Florida DHR, AECOM, and Seminole Tribe</li> </ul>	

A. Project Name and Location	
Buffalo Federal Courthouse Phase III Archaeological Mitigation	Erie County, NY
B. Client Information	
<b>Louis Berger</b> <b>412 Mt Kemble Ave,</b> <b>Morristown, NJ 07960</b>	
C. Key Personnel Name/ Roles:	Client Contact
Jason C. Flay/ Crew Lead	Joe Parfitt (973) 407-1000
D. Project Description	
<p>In early fall 2007, Acheulean staff were contracted to conduct a Phase III Mitigation on the site of the future Erie County Federal Courthouse. The site consisted of intact deposits within an urban environment. There was a likely chance for identification of 18<sup>th</sup> century deposits, as a French gunflint had previously been recovered from one of the fill deposits. Though no 18<sup>th</sup> century deposits were identified, two well-preserved 19<sup>th</sup> century structures were recorded. One of which was the home of a pharmacist. Two well-preserved box privies were excavated yielding valuable information about the residents of 19<sup>th</sup> century Buffalo, NY.</p>	Year(s)
	2007
	Project Cost
	\$115,000
	Staff Involved
J. Flay	
	Relevant Tasks
	Phase III Mitigation; Urban Archaeology; Active Construction Zone Archaeology; Archaeological Monitoring



The mitigation occurred simultaneously with building demolition adjacent to the site boundaries. Due to the relationship with surrounding structures, staff were required to keep in contact with demolition crews for any unanticipated finds unearthed. Other than out of context finds, no significant resources were identified.

The site being in an active demolition area presented



several challenges. HAZMAT contaminated soils, flying debris, and proximity to heavy equipment concerns were a constant problem. These were overcome to meet the established timeline goals.





**Major Project Elements**

- Urban archaeological investigation
- Coordination with client, NY SHPO, and heavy machine operators
- 19<sup>th</sup> and 20<sup>th</sup> century residential archaeology



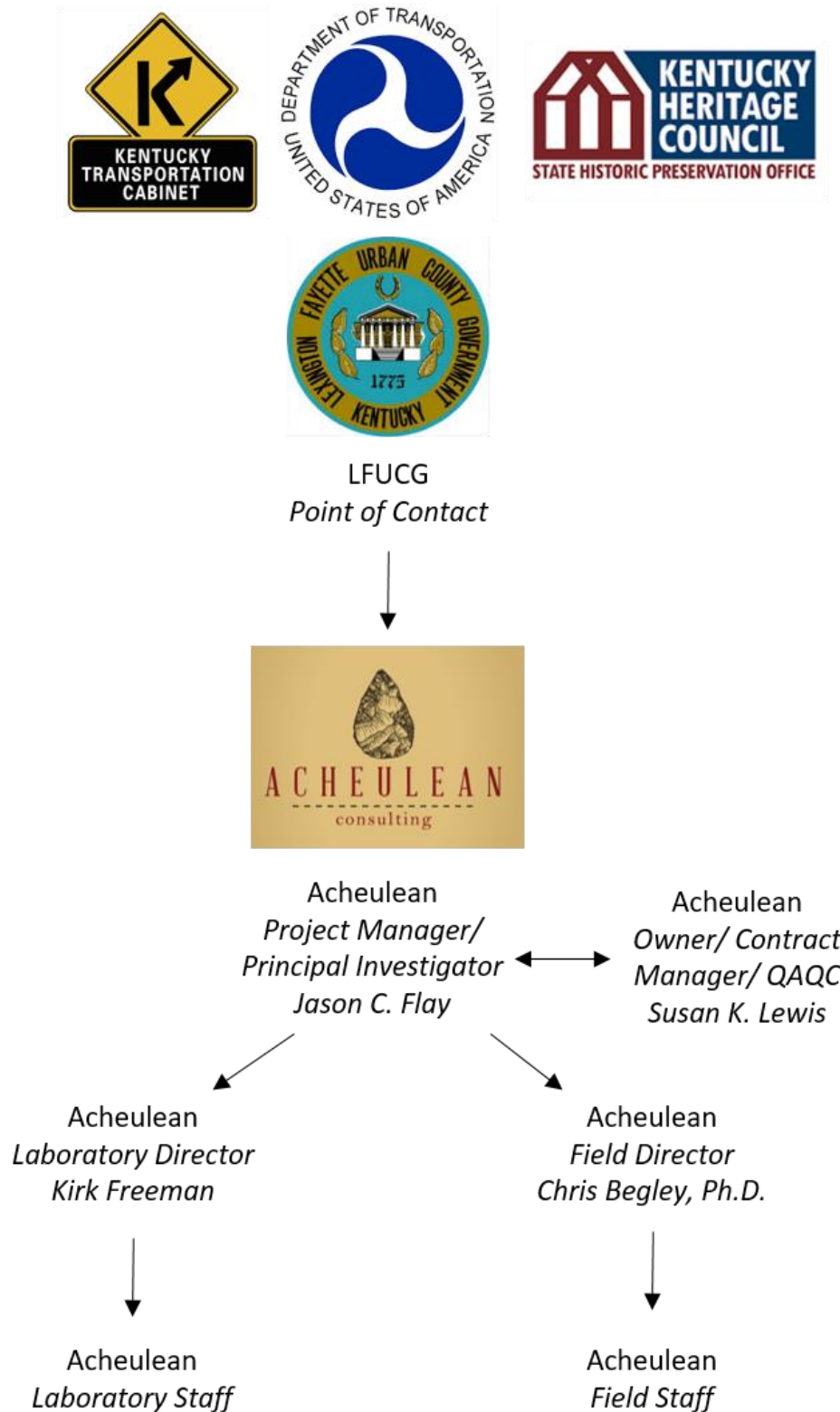
<b>A. Project Name and Location</b>									
Phase I Archaeological Investigation for Lower Griffin Gate Sewer Replacement	Fayette County, Kentucky								
<b>B. Client Information</b>									
<b>RM Johnson Engineering</b> 3213 Summit Square Place #100 Lexington, KY 40509									
<b>C. Key Personnel Name/ Roles:</b>	<b>Client Contact</b>								
Jason C. Flay/ Principal Investigator	Ron Johnson rjohnson@rmje.net 859-543-1256								
<b>D. Project Description</b>									
<p>In the summer of 2016, staff of Acheulean Consulting were contracted to conduct a Phase I archaeological investigation in Lexington, Kentucky, a Lexington-Fayette County Urban Government (LFCUG) funded project. The project was for a replacement sewer line in the Griffin Gate business park. The entirety of the 1.87 km sewer line was tested due to its proximity to the historic Cold Stream farm complex. Although the entire line was investigated, no cultural materials were identified and it was determined that no further work was necessary.</p> <p>The project was overseen by the Lexington-Fayette County Urban Government. As such, coordination with the county was necessary during the investigation.</p> <p><b>Major Project Elements</b></p> <ul style="list-style-type: none"> <li>- Experience with LFUCG projects</li> <li>- Experience in linear testing</li> </ul>	<table border="1"> <tr><td><b>Year(s)</b></td></tr> <tr><td>2016</td></tr> <tr><td><b>Project Cost</b></td></tr> <tr><td>\$3,600</td></tr> <tr><td><b>Staff Involved</b></td></tr> <tr><td>Jason C. Flay</td></tr> <tr><td><b>Relevant Tasks</b></td></tr> <tr><td>Phase I archaeological investigation, KY OSA, Linear projects</td></tr> </table>	<b>Year(s)</b>	2016	<b>Project Cost</b>	\$3,600	<b>Staff Involved</b>	Jason C. Flay	<b>Relevant Tasks</b>	Phase I archaeological investigation, KY OSA, Linear projects
	<b>Year(s)</b>								
	2016								
	<b>Project Cost</b>								
	\$3,600								
	<b>Staff Involved</b>								
Jason C. Flay									
<b>Relevant Tasks</b>									
Phase I archaeological investigation, KY OSA, Linear projects									
									
									



A. Project Name and Location	
Great Stage Sidewalk Phase I and Historic Resources Investigation	Blountville, Sullivan, County
B. Client Information	
<b>Mattern and Craig</b> <b>429 Clay St,</b> <b>Kingsport, TN 37660</b>	
C. Key Personnel Name/ Roles:	Client Contact
Jason C. Flay/ Principal Investigator	Jason Carder jacarder@matternandcraig.com (423) 245-4970
D. Project Description	
During the summer of 2019, Acheulean Consulting was contracted to conduct a Phase I investigation and historic resources survey on a 1.61 km sidewalk installation and road project. The project crossed through the main historic district of Blountville, TN. The second oldest incorporated town in Tennessee, Blountville has a rich history. After the American Revolution, one of the first major stagecoach roads into the frontier extended through the town. During the Civil War, the town was the site of a battle with several buildings still bearing scars of the engagement.	<b>Year(s)</b>
	2019
	<b>Project Cost</b>
	\$9,340
	<b>Staff Involved</b>
	J. Flay
<b>Relevant Tasks</b>	
Phase I; Urban Archaeology; Historic Resource Survey; Civil War	
 <p>discovered that the battlefield site had never been officially documented. The boundaries of the civil war site were determined and given a trinomial designation.</p> <p><b>Major Project Elements</b></p> <ul style="list-style-type: none"> <li>-Civil War battlefield experience</li> <li>-Linear urban experience</li> <li>-Coordination with municipality and state agencies</li> </ul>	<p>With the project running through a main historic district, Acheulean needed to identify any historic resources with the potential to encounter 18<sup>th</sup> century material as well as resources relating to the 1863 Civil War battle. Though no significant finds were identified during the survey, it was</p> 

## Organizational Chart

Fig 1. TBC Monitoring Project Organizational Chart





The services required for this RFP can and will be conducted entirely by Acheulean staff. Tasks will be broken up as follows.

**Jason C. Flay, MA, RPA** - As the organization chart demonstrates, Mr. Flay will be taking the lead for the duration of the project. He will serve as the point of contact for Acheulean and will relay information and weekly progress reports to LFUCG. As project lead, he will be the Principal Investigator and will be responsible for oversight of all forms, data completion, and research. He will complete the final project report. Mr. Flay has been on the KYTC list of approved contractors for archaeology since 2014.

**Susan K. Lewis** – As owner of Acheulean, her involvement with the project will be minimal other than ensuring that all facets of the contract are completed to the specs listed in the contract. She will also act as Quality Assurance Quality Control (QAQC) for all final submitted materials.

**Chris Begley, Ph.D.** – Dr. Begley will act as Field Director to assist Mr. Flay during the survey. His expertise in the field will ensure the highest standard will be maintained throughout the entire fieldwork portion of the project. He is primarily responsible for the safety of all crew members, as well as the quality of their work.

**Kirk A. Freeman, MA, RPA** – Mr. Freeman will lead laboratory activities. As materials are removed from the field, Mr. Freeman will ensure that staff properly cleans, stabilizes, catalogues and labels materials for long term storage. In the event specialized studies are required (e.g. botanical, macrofaunal, human osteological identification, etc.) his position is responsible for reaching out and coordinating any additional testing.



## Statement of Qualifications for Acheulean Personnel

**Jason C. Flay, MA, RPA** – Mr. Flay is the President of Acheulean Consulting. He meets and exceeds SOI requirements for qualified archaeologists and has been on the KYTC approved list since 2014. He has a BA in Anthropology from the University of Kansas, and a MA from the University of Leicester in Archaeology and Heritage Management. He has worked in the field of archaeology since 2001 and has been a Principal Investigator on projects since 2011. Mr. Flay is well suited to undertake this project. He has experience with urban archaeological sites, has worked on several month-long monitoring projects, and his Master’s thesis focused on a 19<sup>th</sup> century industrial site. He will be in the field during the duration of the project.

**Chris Begley, Ph.D., RPA** – Dr. Begley, in addition to working for Acheulean Consulting, is the Professor of Archaeology at Transylvania University. He has 30+ years of experience working on projects around the world. His expertise is on pre-historic culture and is instrumental in identifying prehistoric material. His expertise with cultural features and material, his experience teaching, and his connections to individuals with specialized skills makes him an asset to the team.

**Kirk A. Freeman, MA, RPA** – Mr. Freeman has experience across the country leading crews on all phases of archaeological projects. In addition to his extensive field experience, Mr. Freeman worked as Curator at the National WWII Museum in New Orleans, LA. At that position he was responsible for cleaning, cataloguing, and long-term care of thousands of historic artifacts. Mr. Freeman knows and understands the challenges of running a successful archaeology laboratory and is more than qualified to handle any tasks associated with this project.

For additional information, please refer to the included resumes for a select example of each person’s relevant qualifications.

## Jason C. Flay, MA, RPA

### ***Education***

MA, Archaeology and Heritage Management, 2011 University of Leicester  
BA, Anthropology, 2005 University of Kansas  
Archaeology and Ancient History, 2004, University of Leicester

### ***Permits***

Exceeds the Secretary of the Interior's standards for professional qualifications (SOI)  
Register of Professional Archaeologists

### ***Experience***

18+ years' experience involved in Phase I, II, and III field archaeological projects of prehistoric and historic components within various geographic regions throughout the Northeast, Mid-Atlantic, Mid-West, New England, Intermountain West, and Caribbean regions. During that time have been involved in NAGPRA compliant repatriation of remains as an acting agent of the Federal Government

### ***Related Current and Past Projects***

**Great Stage Road Phase I and Historic Resources Survey, Sullivan County, TN 07/2019.** Project Manager/  
Principal Investigator – Conducted a Phase I archaeological investigation for the installation of a sidewalk through a historic town. Oversaw the historic Resources survey.

**Winsor Cell Survey, Bertie County, NC, 03/2019.** Principal Investigator – Conducted a Phase I archaeological reconnaissance investigation for the placement of a new cell tower.

**McManus Cell Survey, Cabarrus County, NC, 02/2019.** Conducted a Phase I archaeological reconnaissance investigation for the placement of a new cell tower.

**Various Telecommunication Assessment Studies, Alachua, Bay, Bradford, Brevard, Broward, Calhoun, Charlotte, Duval, Gulf, Jackson, Lafayette, Lee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Palm Beach, Pinellas, Polk, Putnam, St. John's, Sarasota, Seminole, Sumter, Union, Volusia, Counties, FL 11/2017-Present.** Principal Investigator – Conducts Archaeological probability assessments for the construction of new and expansion of existing telecommunication sites

**Tennessee Wetland Mitigation Association. Phase I archaeological investigation of acquired land for proposed wetland mitigation project, Henderson County, TN 08/2017.** Field Supervisor – Conducted a phase I archaeological investigation on land slated to be used for wetland mitigation and restoration.

**USFS. Delta and Bienville National Forest Road improvement Projects, Yazoo, Sharkey, Smith, and Scott Counties, MS. Conducted Phase I investigation for several road projects for the National Forest 07-09/2016.** Principal Investigator: Conducted archaeological investigation of approx. 4.5 miles of linear road projects throughout MS.

**Pennsylvania National Guard. Phase I Ft. Indiantown Gap Improvement Project, Ft. Indiantown Gap, PA – Recorded mid-20th century military resources, late-early 20th century farmstead, early-mid 19th century foundry 06/2016-10/2016.** Principal Investigator: Conducted a survey on 45 acres recording a new historic site and delineated a previously recorded site.

**Chipola Drainage SW, Calhoun County, FL –** Monitor monitored site for cultural deposits, identified early 20<sup>th</sup> century bridge abutments

**AECOM. Phase I Town Creek Solar Farm. 2015.** Principal Investigator: Conducted a Phase I investigation prior to construction of a solar farm. Identified several mid – late 19<sup>th</sup> century structure foundations and an early woodland site in Tipton County, Tennessee.

**ACEOM. Phase I/II White Oak Solar. 2015.** Principal Investigator: Conducted a Phase I and Phase II survey for a solar farm. Identified several 19<sup>th</sup> century structure locations and several prehistoric sites of indeterminate age in Louisville, Georgia.

**Enhanced Phase I Archeological Investigation for the Proposed Thacker Cell Site Mount Vernon, Rockcastle County, Kentucky. 2015** Principal Investigator: Conducted an extended Phase I investigation on a cell phone tower site. Identified an early Archaic as well as a late 18<sup>th</sup>/ early 19<sup>th</sup> century site

**Phase I – Hopewell Cultural National Historical Park, Hopeton Earthworks Trail Survey, Chillicothe, OH 2014,** Principal Investigator: Conducted a Phase I survey as part of a management plan for the creation of trails, a viewing platform and a parking area at the Hopeton Earthworks, several resources primarily Woodland Period, and 19th century Agricultural materials were identified during survey.

**Phase I – Belmont Road Tower, Mineral, VA 2014,** Principal Investigator: conducted Phase I survey for cellular tower project in Spotsylvania County, VA. No resources identified.

**Phase I Linear pipeline survey Carroll County, OH, 2013** Principal Investigator: Served as part of team that conducted Phase I investigations of a linear pipeline in southeastern OH in pursuant to fulfill USACE, FERC regulations to USACE and FERC guidelines

**Phase I Well Pad WT 3089 Road Improvement: McHenry Township, Shell, Warren County, PA, 2012** Principal Investigator: Lead team to conduct Phase I investigations on land prior to the construction of improved roadways in northwestern PA in pursuant to USACE, FERC and USDA guidelines

**Class III Bangs Canyon Areas 1 and 4 Recreational Trails, Bureau of Land Management Mesa County, CO, 2010** Field Supervisor: Lead survey of historic and prehistoric components that had the potential to be affected by the construction of recreational trails on Bureau of Land Management land in western, CO

**Class III Cinnamon Bay Pump Station Survey, National Parks Service, St. John, VI, 2010** Crew: Part of team that investigated on National Park Land in the Caribbean recording prehistoric two burials and historic Danish sugar plantation industry resources. Part of duties included providing lectures to the general public

**Class I East Point Plantation Survey, National Parks Service, St. John, VI, 2010** Crew: Part of team that conducted investigation on historic Danish sugar plantation on National Park Land in the Caribbean to determine section 106 eligibility

## Christopher Begley, Ph.D, RPA

### **Education**

Ph.D., Anthropology, 1999 University of Chicago  
MA, Anthropology, 1992 University of Chicago  
BA Sociology/ Anthropology, 1988, Transylvania University

### **Permits**

Exceeds the Secretary of the Interior's standards for professional qualifications  
Register of Professional Archaeologists

### **Experience**

30+ years' experience involved in Phase I, II, and III field archaeological projects of prehistoric and historic components within various geographic regions around the world. Currently he is the professor of Archaeology at Transylvania University.

### **Selected Related Current and Past Projects**

**Scientific Diver, American Association of Underwater Scientists.** Trained as a scientific diver, affiliated with the Albanian Centre for Marine Research. 2012 – present.

**Member, Advisory Board, Cave Archaeology Investigation and Research Network.** Serve on the advisory board of this non-profit group that seeks to integrate cave archaeology with other types of cave science. 2010 – present.

**Expert Presenter, Past Preservers media group.** Selected as one of 15 experts in Archaeology and History that Past Preservers will represent and promote as presenters for television and documentary films.

**Consultant, SalvaNatura, San Salvador, El Salvador.** Analyzed tourism potential and management plan for the Interamerican Development Bank of proposed archaeological park in Rio Amarillo, Copán, Honduras. 2006.

**Educational and Eco-tourism Consultant, Mesoamerican Ecotourism Alliance.** Create and facilitate educational and ecotourism in conjunction with community-based tourism organizations in Honduras, El Salvador, Nicaragua, Belize, Guatemala, and southern Mexico. November 2004 to present.

**Assistant Director (Staff Archaeologist III), University of Kentucky Program for Archaeological Research.** Phase I, II, and III investigations at prehistoric and historic sites in Kentucky. October 2001- August 2002.

**Staff Archaeologist II, University of Kentucky Program for Archaeological Research.** Phase I, II, and III investigations at prehistoric and historic sites in Kentucky. May 2000-September 2001.

**Staff Archaeologist, The CAVE Group, Inc., Chicago Heights, IL.** Phase I and Phase II investigations of prehistoric and historic sites around Chicago. April-May 1999, January-February 2000.



**Principal Investigator and Director, Palacios Cultural Resource Project.** Archaeological investigation of English and Spanish colonial settlement and fort, and construction of a regional museum in the Mosquitia of Honduras. April, August-November 1999.

**Principal Investigator and Director, Rio Platano Archaeological Project, eastern Honduras.** Instituto Hondureño de Antropología e Historia (IHAI). Archaeological survey and excavation in the departments of Olancho and Colon. May-September 1991, June-September 1992, December 1993-December 1994, July-August 1997, June-September 1998.

**Principal Investigator and Director, Proyecto Arqueológico Sula-Macuelizo, Santa Barbara, Honduras.** Ecoserviso, SA. Excavation of four sites in mineral exploitation concession area. August-September 1998.

**Principal Investigator and Field Director of Restoration, San Andres Archaeological Project, El Salvador.** Patronato Pro-Patrimonio Cultural and CONICULTURA. Excavation and restoration of structures at San Andres, in the Zapotitan Basin of central El Salvador; development of an on-site museum and training of guides. February 1996-September 1997.

**Principal Investigator and Director, Dick Mack Ridge Project, eastern Kentucky.** Sterling Archaeological Consultants. Excavation of two ridgecrest sites and a rockshelter. October-November 1996.

**Faculty and Field Director, Talgua Archaeological Project, George Washington University Field School, Talgua, Honduras.** Directed excavations and co-taught field school at the Talgua Village Site (OL-33). July-August 1996.

**Principal Investigator and Director, Proyecto Nacaome, Valle, Honduras.** Geoconsult, SA. Archaeological survey and excavation of an area to be impacted by hydroelectric project. September-December 1994.

**Principal Investigator and Director, Difficulty Hill Project, Roatan Island, Honduras.** IHAI. Excavation of site impacted during road construction. December 1991-January 1992.

**Archaeologist, Gray and Pape, Inc.** Phase I and Phase II archaeological investigations in Pennsylvania, New Jersey, and Virginia. 1989.

**Archaeologist, University of Kentucky.** Phase I survey and report preparation of Robinson Forest, Breathitt and Knott Counties, Kentucky. 1988-1989.

**Archaeologist, University of Kentucky.** Phase III excavation of LexTran historic sites, Lexington, Fayette County, Kentucky. 1988.

**Archaeologist, National Forest Service.** Excavation at Enoch Fork Rockshelter, Perry County, Kentucky. 1988.

**Archaeologist, National Park Service.** Phase I survey of Mammoth Cave National Park. 1987.

**Archaeologist, University of Kentucky.** Phase III excavation at the Larkin Site, Bourbon County, Kentucky. 1986.

## Kirk A. Freeman, MA, RPA

### **Education**

MA, 19<sup>th</sup> Century American History, 2003 University of Houston – Clear Lake  
BA Anthropology/ Archaeology, 1992, University of Iowa

### **Permits**

Exceeds the Secretary of the Interior's standards for professional qualifications  
Register of Professional Archaeologists

### **Experience**

20+ years' experience involved in Phase I, II, and III field archaeological projects of prehistoric and historic components within various geographic regions around the world. Currently he is the professor of Archaeology at Transylvania University.

### **Selected Related Current and Past Projects**

#### **PRINCIPAL INVESTIGATOR/ARCHAEOLOGIST/CULTURAL RESOURCES SPECIALIST, 2/2010 – 12/2015**

*AECOM, 10 Patewood Drive, Building VI, Suite 500, Greenville, SC*

Research and develop cultural resource sections of National Environmental Policy Act (NEPA) and National Preservation Act (NHPA) documents and compliance activities. Conduct field surveys for cultural resources in compliance with NEPA and NHPA.

#### **ARCHAEOLOGIST, 11/2013 – 12/2013**

*Bear Creek Archaeology, 24091 York Avenue, Cresco, IA*

Conducted pedestrian and shovel survey including structure/feature excavations at a location in northern Iowa.

#### **CURATOR/ ARCHIVIST, 8/2005 – 10/2005; 1/2007 – 9/2009**

*The National World War II Museum, 945 Magazine Street, New Orleans, LA*

Collected, logged, organized and maintained the vast collection of artifacts in the museum. Preserved and restored artifacts including documents, uniforms, weapons, and military vehicles. Researched historical criteria, individuals and artifacts for upcoming exhibits. Maintained communications with potential and current donors. Scheduled and performed behind-the-scenes tours with guests several times a week. Conducted brown bag lunch seminars on World War II history for museum guests and staff. Assisted visiting researchers. Developed plans, procedures, and documentation for the curatorial department. Developed a tracking and cataloging system for the museum vault to more efficiently and effectively organize the collection. Prepared the museum's accreditation portfolio for the American Association of Museums. Participated in biannual museum board of directors' meetings. Managed the curatorial staff. Designed and built small displays of artifacts, vehicles, photographs and paper materials. Helped design and construct numerous special, rotating, and permanent exhibits. Instrumental in initial stages of the ongoing museum expansion efforts.

**Baseball Went to War** memorialized the professional baseball players who enlisted during World War II. This 2200 square foot exhibit included artifacts from the museum collection and those on loan from other institutions including the Baseball Hall of Fame and the Franklin Delano Roosevelt Presidential Library. Opening weekend events featured a speaker's panel of experts and authors, and special guests including several of the players highlighted in the exhibit. April-November 2007

**Hollywood Went to War** was a 2800 square foot exhibit featuring items on loan from the National Film Institute, Fox Entertainment Studios, and the John Ford Family. Opening weekend events included presentations by a panel of experts and authors on Hollywood during WWII. July-December 2008

**Rotating and permanent exhibits:** The Eastern Front 1944 (May-November 2009), Tobacco Use in WWII (March 2007-May 2008), One Month in 1944 (encapsulating the events of June 1944 across all theaters), the Battle of Britain

(permanent exhibit), Dauntless (permanent exhibit), Midway (April-July 2008), The Doolittle Raid (November 2007 – March 2008), Codetalkers (scheduled November 2011), and annual D-Day celebration events and exhibits.

**PRINCIPAL INVESTIGATOR/FIELD DIRECTOR, 11/2005 – 12/2006**

*Archaeological Research Services, 2123 S Hu-Esta Dr., Tempe, AZ*

Managed, researched, and produced over a dozen archaeological reports. Managed archaeological field crews. Developed preliminary and edited final budget reports for projects and future bids. Directed and engaged in curation and recovery of artifacts and human remains. Performed preliminary forensic analysis on human remains recovered from burials and cremations. Directed and conducted pedestrian surveys, trench investigations, and site mitigations (Phase I, II, and III surveys) including burial/cremation recovery and structure/features excavations at numerous locations across Arizona and southern California for both pre-historical and historical sites. Interfaced with tribal and state representatives regarding recovery of human remains and burial goods.

**CO-PRINCIPAL INVESTIGATOR/ARCHAEOLOGIST, 1/2004 – 5/2005**

*Carter & Burgess, 101 N. 1st Avenue, Suite 3100, Phoenix, AZ*

Conducted pedestrian surveys, trench investigations, and site mitigations (Phase I, II, and III surveys) including burial/cremation recovery and structure/features excavations at numerous locations across Arizona for both pre-historical and historical sites. Researched and produced archaeological reports. Conducted curation and recovery of artifacts and human remains. Performed preliminary forensic analysis on human remains recovered from burials and cremations.

**ARCHAEOLOGIST, 7/1998 – 12/1999**

*Louis Berger & Associates, 950 50th St, Marion, IA*

Performed artifact recovery, analysis, and curation. Conducted pedestrian and shovel surveys, site mitigations, structure/feature excavations, and burial/cremation recovery on various sites in the Midwest.



## **Closing Statements**

Acheulean Consulting knows that there are many options for your choosing for this contract. We believe what separates our proposal from the pack is the combination of in-house staff expertise, and our dedication to ensuring that all work will meet and exceed the requirements stated in the solicitation.

Acheulean cares about the archaeological resources in the Town Branch Commons project area, because Acheulean is a Lexington company. Founded in Lexington by two Lexingtonians, Acheulean has sought to improve, protect and preserve the complex history and heritage of the city. We would be honored to be given the opportunity to continue this tradition by being a small part in a project that will benefit the city for generations.



# **ATTACHMENT A**

## **Bid Invitation Sheet**





# **ATTACHMENT B**

## **Affidavit, Regs, Plans, and Agreements**





**AFFIDAVIT**

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

1. His/her name is Jason C. Flay, President and he/she is the individual submitting the proposal or is the authorized representative of Acheulean Consulting, LLC, 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 \_\_\_\_\_, 20\_\_.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE



## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### 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

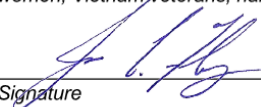


ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

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

Acheulean Consulting, LLC  
\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: Acheulean Consulting, LLC

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														
Professionals		1															
Superintendents																	
Supervisors		2															
Foremen																	
Technicians		3	3														
Protective Service																	
Para-Office/Clerical																	
Skilled Craft																	
Service/Maintenan																	
<b>Total:</b>		6	4														

Prepared by: Jason C. Flay, President Date: 12 / 18 / 2019

(Name and Title)

Revised 2015-Dec-15



**LFUCG DBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference #46-2019**

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Acheulean Consulting, LLC	WBE	Project Management, Monitoring, Research, Reporting		100%
2.				
3.				
4.				

The undersigned company representative submits the above list of DBE 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.

Acheulean Consulting, LLC  
\_\_\_\_\_  
Company  
12/18/2019  
\_\_\_\_\_  
Date

Jason C. Flay, President  
\_\_\_\_\_  
Company Representative  
President  
\_\_\_\_\_  
Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**  
**Bid/RFP/Quote #46-2019**

---

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 DBE 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 DBE 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 DBEs of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and DBE firms

\_\_\_\_\_ Requested a list of DBE subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with DBE companies for assistance in finding certified DBE 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 DBEs 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 DBEs to determine their level of interest.

\_\_\_\_\_ Provided the interested DBE firms with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by DBE 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 DBE, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested DBE 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 DBE 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 DBE's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals.

\_\_\_\_ Made an effort to offer assistance to or refer interested DBE 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 DBE 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 DBE participation.

**NOTE: 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 which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must 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.

Acheulean Consulting, LLC  
Company  
12-18-2019  
Date

Jason C. Flay  
Company Representative  
President  
Title



Acheulean Consulting, LLC

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: 1503 Cypress St., Paris, KY 40361  
Street City Zip

Contact Name: Jason C. Flay Title: President

Telephone Number: 315-292-0563 Fax Number: \_\_\_\_\_

Email address: Acheuleanconsulting@gmail.com

## 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 and IonWave Q&A, 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

12-18-2019

Date