

RESOLUTION NO. 154, SERIES 2018

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED PROFESSIONAL SERVICE CONTRACT FOR LOUISVILLE FORWARD CONCERNING PROJECT MANAGEMENT FOR THE NEW DIXIE HIGHWAY PROJECT (TIGER)- AECOM TECHNICAL SERVICES, INC. – \$42,200.00.

Sponsored By: COUNCIL MEMBER MARIANNE BUTLER

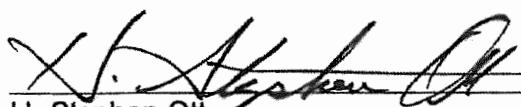
BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

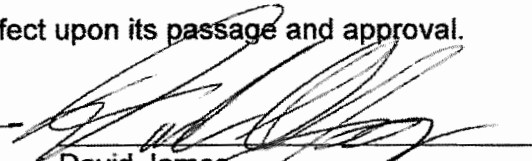
SECTION I: The following appropriation for the listed contract is hereby approved:

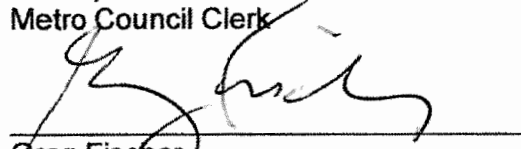
LOUISVILLE FORWARD

\$42,200.00 for a noncompetitively negotiated Professional Service Contract with AECOM Technical Services, Inc. for professional services regarding project management of the New Dixie Highway Project from September 3, 2018 through August 30, 2019.

SECTION II: This Resolution shall take effect upon its passage and approval.

  
H. Stephen Ott  
Metro Council Clerk

  
David James  
President of the Council

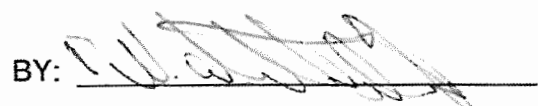
  
Greg Fischer  
Mayor

10/30/18  
Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell  
Jefferson County Attorney



BY: 



## **AGREEMENT**

**THIS PROFESSIONAL SERVICE AGREEMENT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through **LOUISVILLE FORWARD** , herein referred to as "**METRO GOVERNMENT**", and **AECOM TECHNICAL SERVICES, INC.**, with offices located at 500 West Jefferson Street, Suite 1600, Louisville, Kentucky 40202, herein referred to as "**CONSULTANT**",

### **W I T N E S S E T H:**

**WHEREAS**, the Metro Government is in need of certain professional services with respect to project management of the New Dixie Highway (TIGER) Project; and

**WHEREAS**, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF PROFESSIONAL SERVICES**

**A.** Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

**B.** Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

**C.** If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement,

then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

**D.** The services of Consultant shall include but not be limited to the following:

1. In person meetings twice a month with KYTC Construction Project Management, Communications Team, Design/Construction Inspection Team (HDR), interested Metro Council Members, and the Metro project team (meetings to be consolidated when feasible); and
2. Review and approval of HDR invoices and MAC Construction change order requests; and
3. Response to project inquiries; and
4. Coordination of project communications plan; and
5. Project liaison with FHWA, KYTC, KIPDA, TARC, MSD and other agencies; and
6. TIGER reporting to FHWA (quarterly, annual and special); and
7. Other project management duties as requested by Metro.

## **II. FEES AND COMPENSATION**

**A.** Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement in an amount equal to **ONE HUNDRED THIRTY FIVE DOLLARS (\$135.00)** per hour. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FORTY TWO THOUSAND TWO HUNDRED DOLLARS (\$42,200.00)**.

**B.** Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of

the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

### **III. DURATION**

A. This is a professional service contract which shall begin September 3, 2018 and shall continue through and including August 30, 2019.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of

fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

#### **IV. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### **V. RECORDS-AUDIT**

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any

reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

**VI. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Consultant in accordance with Schedule B attached hereto.

**VII. HOLD HARMLESS CLAUSE**

The Consultant shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in

no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

**VIII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**X. AUTHORITY**

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.



## **XI. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content

of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

## **XIII. OCCUPATIONAL HEALTH AND SAFETY**

Consultant 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. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

**XIV. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XVI. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVII. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed

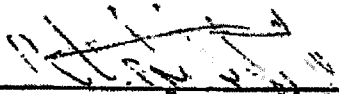
herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVIII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY CONTINGENT UPON  
METRO COUNCIL APPROVAL  
OF THE APPROPRIATION FOR  
THIS AGREEMENT:

  
\_\_\_\_\_  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

Date: 6/24/18

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

  
\_\_\_\_\_  
JEFF O'BRIEN, DIRECTOR  
LOUISVILLE FORWARD

Date: 8/28/18

AECOM TECHNICAL SERVICES, INC.

By:   
\_\_\_\_\_

Title: Vice President

Date: 8/28/2018

Taxpayer Identification  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue  
No.: \_\_\_\_\_

**SCHEDULE A**



AECOM  
500 West Jefferson Street  
Suite 1600  
Louisville, KY 40202  
USA

August 14, 2018

Jeff O'Brien, Director  
Develop Louisville  
Louisville Metro Government  
444 South 5<sup>th</sup> Street  
Louisville, Kentucky 40202

Dear Mr. O'Brien:

AECOM is pleased to submit the attached contract information for providing project management services on the New Dixie Highway (TIGER) project. This contract will be for a period of one year as outlined on the attachment and include facilitating coordination meetings and contract administration tasks as an extension of the City.

We appreciate the opportunity to work with you and Louisville Metro. Please let me know if you need any additional information to assist with further processing of the contact. You can reach me on my cell phone (502) 345-7370 or by email at [greg.groves@aecom.com](mailto:greg.groves@aecom.com)

Sincerely,

**AECOM**

Gregory T. Groves  
Vice President  
Office Manager

## **JOHN E. CALLIHAN, PE, PMP, DIRECTOR OF TRANSPORTATION**

Louisville Metro Hall, 527 West Jefferson Street, Louisville, KY 40202 | 502-574-8140 | john.callihan@louisvilleky.gov

### **PROFESSIONAL EXPERIENCE**

#### **Louisville Metro Government, Louisville, KY**

##### **Director of Transportation**

**2015 - Present**

Mayor Fischer's senior staff advisor for Transportation Policy. Transportation liaison with external agencies such as, FHWA, Kentucky Transportation Cabinet (KYTC), Kentucky Indiana Regional Planning and Development Agency (KIPDA), and Kentuckians for Better Transportation (KBT). Program Manager for the capital transportation program. Oversight and direction for the New Dixie Highway – TIGER Project. Callihan represents Metro on the KIPDA Board of Directors, KIPDA Transportation Policy Committee, and KBT Board of Directors.

#### **Federal Highway Administration, Frankfort, KY**

##### **Transportation Engineer**

**2013 - 2015**

Coordinated the KY Division's Project of Division Interest (PoDI) oversight program. Served as the Division's Construction and Erosion Prevention and Sediment Control Program Manager. Area Engineer for KYTC Highway District's 3, 4, 10, and 12. Served on KYTC's Award's Committee. Callihan represents Metro on the KIPDA Board of Directors, KIPDA Transportation Policy Committee, and KBT Board of Directors.

#### **US Army Corps of Engineers, Louisville, KY**

##### **Project Engineer/Architect**

**2008 - 2009 and 2012 - 2013**

Managed design and design/build efforts for Army and Air Force Reserve facilities across the nation. Development of scopes of work, negotiation of contracts, management of design process, and general project management.

#### **US Army Corps of Engineers, Germany**

##### **Project Manger**

**2009 - 2012**

Project Management of Department of Defense and Department of State projects in Europe and Africa. Projects ranged from US Army Barracks, Firing Ranges, and Airfields in Germany, to renovation of hospitals and medical clinics in Republic of Georgia, Estonia, etc., and construction of boat facilities and training bases in Africa.

#### **Kentucky Transportation Cabinet, District 5, Louisville, KY**

##### **Branch Manager**

**1992 - 2008**

Began career with KYTC as a District Maintenance Engineer and Environmental Coordinator. Finished career with KYTC as Branch Manager for Planning and Pre-Construction. Experiences direction transportation maintenance and operations. Oversaw district's transportation planning and programming efforts. Managed district's project development program, supervising design, right-of-way, utility, and surveying staff. Callihan served on the Board of Directors for the Kentucky Engineer Exposure Network (KEEN), Kentucky Association of Transportation Engineers (KATE), and the Louisville Chapter of the American Public Works Association (APWA).

#### **US Army Reserve, US Army European Command, Stuttgart, Germany**

##### **Command Chaplain (Rear)**

**2016 - Present**

Over 26 years' service in the Army. Army Reserve Chaplain augmentee to US Army European Command. Advisor to Command Chaplain and Commanding General of US European Command regarding religion, moral, ethical, morale and welfare issues.

### **LICENSES/CERTIFICATIONS**

Professional Engineer – Civil Engineer – KY

Project Management Professional

LEED AP – BD+C

### **ASSOCIATIONS**

American Society of Civil Engineers (ASCE)

Society of American Military Engineers (SAME)

Project Management Institute (PMI)

US Green Building Council (USGBC)

### **EDUCATION**

Graduate - US Army Command and General Staff College

Master of Divinity – The Southern Baptist Theological Seminary

Bachelor of Science in Civil Engineer – University of Kentucky



**Lexington Fayette Urban County Government**

**Division of Central Purchasing**

**PROGRAM MANAGEMENT AND RELATED SERVICES FEE PROPOSAL**

PROJECT The New Dixie Highway (TIGER) Project  
 CONSULTANT AECOM  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE 8/14/2018

FEE CONSIDERATIONS	Man Hours	Average Rate	Estimated Cost
Project Management	272	\$135.00	\$ 36,720
<b>TOTALS</b>	<b>272</b>		<b>\$ 36,720</b>

LIST OF OTHER DIRECT COSTS  
See attached Sheets \$5,472  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Total \$5,472

SUBCONSULTANTS  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**TOTAL** \$ -

AECOM DIRECT PAYROLL \$ 36,720  
 SUBCONSULTANTS \$ -  
 MISC FEES \$ -  
 TOTAL DIRECT COSTS \$ 36,720  
 OTHER DIRECT COSTS \$ 5,472  
 COST OF MONEY \$ -  
 \_\_\_\_\_  
 TOTAL PROPOSED FEE \$ 42,192  
 SHOP PLANS

FIRM NAME AECOM  
 \_\_\_\_\_  
 DATE 8/14/2018  
 \_\_\_\_\_

SIGNATURE Gregory T. Groves, PE  
 \_\_\_\_\_  
 TITLE Vice President  
 \_\_\_\_\_

**ATTACHMENT B**

## 5.2 INSURANCE REQUIREMENTS

A. Prior to commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to Metro Government and approved by the Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Metro Government. Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro Government's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:

- a. Premises - Operations Coverage
  - b. Products and Completed Operations
  - c. Contractual Liability
  - d. Broad Form Property Damage
  - e. Independent Contractors Protective Liability
  - f. Personal Injury
2. **WORKERS' COMPENSATION (if applicable):** insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.**
  3. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
  4. **PROFESSIONAL LIABILITY (Architects and Engineers [A&E]):** coverage insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit. In the event that the Consultant's policy is written on a "Claims Made" Form, the Consultant shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Consultant has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

#### D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

#### E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the

Contract, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government  
Louisville Forward  
C/O Purchasing Contracts Division  
611 West Jefferson Street  
Louisville, Kentucky 40202

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished via mail or e-mail to:

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202  
[riskreview@louisvilleky.gov](mailto:riskreview@louisvilleky.gov)

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro Government's Risk Management Division within two business days. If Contractor fails to notify Metro Government as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
5. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/29/2018

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-18-19	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> AECOM AECOM Technical Services, Inc. 500 West Jefferson Street, Suite 1600 Louisville, KY 40202	<b>INSURER(S) AFFORDING COVERAGE</b>	
08 2020	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> N/A	<b>NAIC #</b> N/A
	<b>INSURER C:</b> Illinois Union Insurance Co	<b>NAIC #</b> 27960
	<b>INSURER D:</b> SEE ACORD 101	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** LOS-002401420-01                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G71093869	04/01/2018	04/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ISA H25157229	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SEE ACORD 101	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<input type="checkbox"/> <b>ARCHITECTS &amp; ENG.</b> <input type="checkbox"/> <b>PROFESSIONAL LIAB.</b>		EON G21654693 "CLAIMS MADE"	04/01/2018	04/01/2019	Per Claim/Agg \$ 2,000,000 Defense Included

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: New Dixie Highway (TIGER) Grant - Project Management

The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL coverage. Contractual Liability is included in the General Liability coverage.

<b>CERTIFICATE HOLDER</b> Louisville / Jefferson County Metro Government 611 West Jefferson Street Louisville, KY 40202	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> of Marsh Risk & Insurance Services James L. Vogel
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**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

Department	Louisville Forward	Department Contact	Jeff O'Brien
Contact Email	jeff.obrien@louisvilleky.gov	Contact Phone	502-574-1354

Contract Type: check one	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	<input checked="" type="checkbox"/>			
Sole Source (goods/services)	<input checked="" type="checkbox"/>			
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	09/03/2018	08/30/2019		

**VENDOR INFORMATION**

Vendor Legal Name	AECOM Technical Services			
DBA				
Point of Contact	Gregory T. Groves, PE	Email	greg.groves@aecom.com	
Street	500 West Jefferson Street			
Suite/Floor/Apt	Suite 1600	Phone	502-217-1509	
City	Louisville	State	KY	Zip Code 40202
Federal Tax ID#		SSN# (if sole proprietor)		
Louisville Revenue Commission Account #				
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

**FINANCIAL INFORMATION**

Not to Exceed Contract Amount	\$42,200	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	<input checked="" type="checkbox"/>				
Federal Grant		Federal Granting Agency			
Other		Describe:			
Account Code String #	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Payment Rate	\$135.00	per hour		per day	
		per month	\$0.55	Other	per mile
Payment Frequency	<input checked="" type="checkbox"/>	Monthly		Upon Completion / Delivery	
		Quarterly		Other	

AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 500 West Jefferson Street, Suite 1600 Louisville, KY 40202	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C64788759	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C64788723	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C64788747	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C64789802	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific
qualified		entities self-insured in the state of Ohio





**Office of Management and Budget  
Division of Purchasing  
Non-Competitive Contract Request Form**

**CONTRACT SCOPE and PURPOSE** (Attach additional documentation if necessary)

**Amendments:** Describe the circumstances under which a time extension or scope change is needed.

**New:** Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

**Project Management of The New Dixie Highway (TIGER) Project. Scope includes:**

- In-person meetings twice each month with KYTC Construction Project Manager, Communications Team, Design/Construction Inspection Team (HDR), Interested Council Members, and Metro Project Team. These meetings will be consolidated meetings when feasible.
- Review/approval of HDR invoices and MAC construction Change Order Requests
- Response to project inquiries
- Coordination of project communications plan
- Project liaison with FHWA, KYTC, KIPDA, TARC, MSD, and other agencies
- TIGER reporting to FHWA (quarterly, annual, and special)
- other project management duties as requested by Louisville Metro

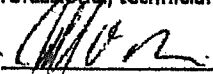
Services will be billed at \$135 per hour and \$0.55/mile - NTE \$42,200 in total cost through August 2019 (see attached)


**JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE** (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

AECOM will provide Project Management duties for The New Dixie Highway (TIGER) Project given the specific requirements associated with the award of the federal TIGER grant. AECOM has in-depth TIGER Grant experience and established relationships with FHWA, KYTC, TARC, and HDR which provides a unique skill set which mitigates the project risks through the construction. Louisville Metro staff does not have the available time, capacity or TIGER Grant experience to take on the project management duties of The New Dixie Highway project. FHWA, KYTC, and TARC are all supportive of AECOM assuming this role throughout this contract and serving as the Project Manager. Near the end of this one year contract, Louisville Metro will evaluate the services provided and determine if a renewed annual contract is warranted to provide project management through the completion of the New Dixie Highway TIGER project.

**AUTHORIZATIONS:** Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional; technician, artist, or other non-licensed professional service.

Department Director  Date 8/14/2018  
Signature  
Joel Neaveill  
Printed Name

Purchasing Director  Date 8/22/18  
Signature  
Joel Neaveill  
Printed Name

**Alvey, Diana**

---

**From:** Shutt, John <John.Shutt@metrorevenue.org>  
**Sent:** Friday, August 24, 2018 8:16 AM  
**To:** Alvey, Diana  
**Subject:** RE: compliance AECOM Technical Services

Diana,

The account is in compliance.

John Shutt, Jr.  
Business Accountant II  
Louisville Metro Revenue Commission  
502-574-4970  
Fax 502-574-4818

**From:** Alvey, Diana <Diana.Alvey@louisvilleky.gov>  
**Sent:** Thursday, August 23, 2018 4:31 PM  
**To:** Shutt, John <John.Shutt@metrorevenue.org>  
**Subject:** compliance AECOM Technical Services

Hi John,

Please advise if [REDACTED] is compliant

Thanks,

*Diana Alvey*  
*OMB, Purchasing*  
*502-574-3751 ph.*

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

## Vendor Information

CLOSE WINDOW   
[Print](#)

### Business & Contact Information

Business Name           **AECOM Technical Services, Inc**  
Contact Person           **Kevin Dant**  
Address                   **303 E. Wacker Drive, Suite 1400**  
          > [Map This Address](#)       **Chicago, IL 60601**  
Phone                     **713-267-2906**  
Fax                        **713-780-0838**  
Email                     **[Kevin.Dant@aecom.com](mailto:Kevin.Dant@aecom.com)**  
Website                  **<http://www.aecom.com>**  
System Vendor Number      
Next Renewal             **9/25/2018**

### Commodity Codes

Commodity Code	Description
NAICS 54	Professional, Scientific, and Technical Services

**AECOM TECHNICAL SERVICES, INC.****General Information**

<b>Organization Number</b>	0558157
<b>Name</b>	AECOM TECHNICAL SERVICES, INC.
<b>Profit or Non-Profit</b>	P - Profit
<b>Company Type</b>	FCO - Foreign Corporation
<b>Status</b>	A - Active
<b>Standing</b>	G - Good
<b>State</b>	CA
<b>File Date</b>	4/14/2003
<b>Authority Date</b>	4/14/2003
<b>Last Annual Report</b>	5/2/2018
<b>Principal Office</b>	300 SOUTH GRAND AVENUE 9TH FLOOR LOS ANGELES, CA 90071
<b>Registered Agent</b>	C T CORPORATION SYSTEM 306 W MAIN ST SUITE 512 FRANKFORT, KY 40601

**Current Officers**

<b>President</b>	<u>Timothy H. Keener</u>
<b>Secretary</b>	<u>Charles F. Szurgot</u>
<b>Treasurer</b>	<u>Keenan Edward Driscoll</u>
<b>Director</b>	<u>Timothy H. Keener</u>
<b>Director</b>	<u>Jeffrey P. Rosenstein</u>
<b>Director</b>	<u>David Y. Gan</u>

**Individuals / Entities listed at time of formation****Images available online**

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

<u>Annual Report</u>	5/2/2018	1 page	<u>PDF</u>
<u>Principal Office Address Change</u>	6/9/2017 1:57:18 PM	1 page	<u>PDF</u>
<u>Annual Report</u>	6/9/2017	1 page	<u>PDF</u>
<u>Annual Report</u>	5/2/2016	1 page	<u>PDF</u>
<u>Annual Report</u>	5/5/2015	1 page	<u>PDF</u>
<u>Annual Report</u>	5/12/2014	1 page	<u>PDF</u>
<u>Annual Report</u>	5/14/2013	1 page	<u>PDF</u>
<u>Principal Office Address Change</u>	6/11/2012 4:52:57 PM	1 page	<u>PDF</u>
<u>Annual Report</u>	6/11/2012	1 page	<u>PDF</u>

<u>Principal Office Address Change</u>	5/19/2011 10:20:44 AM	1 page	<u>PDF</u>	
<u>Annual Report</u>	5/19/2011	1 page	<u>PDF</u>	
<u>Principal Office Address Change</u>	6/14/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	5/27/2010	1 page	<u>PDF</u>	
<u>Registered Agent name/address change</u>	4/19/2010 11:02:23 AM	1 page	<u>PDF</u>	
<u>Annual Report</u>	2/9/2009	1 page	<u>PDF</u>	
<u>Amendment</u>	12/3/2008	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Registered Agent name/address change</u>	9/16/2008 6:00:00 PM	1 page	<u>PDF</u>	
<u>Annual Report</u>	5/9/2008	1 page	<u>PDF</u>	
<u>Annual Report</u>	6/25/2007	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	9/7/2006	1 page	<u>PDF</u>	
<u>Annual Report</u>	6/8/2005	3 pages	<u>tiff</u>	<u>PDF</u>
<u>Application for Certificate of Authority</u>	4/14/2003	3 pages	<u>tiff</u>	<u>PDF</u>

**Assumed Names**EARTH TECH, INC.

Real Name of  
foreign org.  
which filed  
under a  
fictitious name

**Activity History**

<b>Filing</b>	<b>File Date</b>	<b>Effective Date</b>	<b>Org. Referenced</b>
Annual report	5/2/2018 3:17:34 PM	5/2/2018 3:17:34 PM	
Annual report	6/9/2017 2:06:06 PM	6/9/2017 2:06:06 PM	
Principal office change	6/9/2017 1:57:18 PM	6/9/2017 1:57:18 PM	
Annual report	5/2/2016 1:58:35 PM	5/2/2016 1:58:35 PM	
Annual report	5/5/2015 1:28:18 PM	5/5/2015 1:28:18 PM	
Annual report	5/12/2014 5:36:58 PM	5/12/2014 5:36:58 PM	
Annual report	5/14/2013 10:11:14 PM	5/14/2013 10:11:14 PM	
Annual report	6/11/2012 5:01:44 PM	6/11/2012 5:01:44 PM	
Principal office change	6/11/2012 4:52:57 PM	6/11/2012 4:52:57 PM	
Annual report	5/19/2011 11:56:38 AM	5/19/2011 11:56:38 AM	
Principal office change	5/19/2011 10:20:44 AM	5/19/2011 10:20:44 AM	
Principal office change	6/14/2010	6/14/2010	

	3:31:59 PM	
Annual report	5/27/2010 10:39:43 AM	5/27/2010 10:39:43 AM
Registered agent address change	4/19/2010 11:02:25 AM	4/19/2010 11:02:25 AM
Annual report	2/9/2009 3:19:48 PM	2/9/2009 3:19:48 PM
Amendment - Change name	12/3/2008 12:46:10 PM	12/3/2008

EARTH TECH  
CONSULTING, INC.

**Microfilmed Images**

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