



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	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)	✓			
	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	✓					
Federal Grant		Federal Granting Agency				
Other		Describe:				
Account Code String #						
Payment Rate	\$135.00	per hour		per day		
		per month	\$0.55	Other	per mile	
Payment Frequency	✓	Monthly		Upon Completion / Delivery		
		Quarterly		Other		



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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

Signature

Printed Name

Date 8/14/2018

Purchasing Director

Signature

Joel Neaveill

Date 8/22/18



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 5th 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 [REDACTED] or by email at 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 KIDPA 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 KIDPA 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 Manager

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

Division of Central Purchasing

PROJECT The New Dixie Highway (TIGER) Project
CONSULTANT AECOM

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

See attached Sheets	\$5,472
Total	\$5,472

TOTAL	\$	-
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FIRM NAME AECOM

DATE 8/14/2018

SIGNATURE Gregory T. Groves, PE

TITLE Vice President

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"**,

WITNESSETH:

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

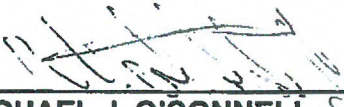
herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

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.

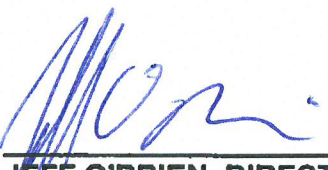
APPROVED AS TO FORM AND
LEGALITY CONTINGENT UPON
METRO COUNCIL APPROVAL
OF THE APPROPRIATION FOR
THIS AGREEMENT:



MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 6/23/18

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 No.
(TIN): _____

Louisville/Jefferson County
Revenue _____
No.: _____