



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

Department	Louisville Forward	Department Contact	Jeff Mosley
Contact Email	jeff.mosley@louisvilleky.gov	Contact Phone	(502) 574-1375

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)	09/01/2016	12/01/2016		

VENDOR INFORMATION

Vendor Legal Name	Parsons Brinckerhoff			
DBA				
Point of Contact	Paul Slone	Email	slonepa@pbworld.com	
Street	3340 Peachtree Rd			
Suite/Floor/Apt	100 Tower Place, Suite 2400	Phone	(404) 364-2648	
City	Atlanta	State	GA	Zip Code 30326
Federal Tax ID#		SSN# (if sole proprietor)		
Louisville Revenue Commission Account #				
<u>Human Relations Commission Certified Vendors</u>	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business	
Select if applicable				

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$25,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund					
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	per hour		per day		per service
	per month		Other		
Payment Frequency	Monthly		Upon Completion / Delivery		
	Quarterly	<input checked="" type="checkbox"/>	Other	Based on % completed	



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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.

See attached Memo.

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.

See attached Memo.


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 E. Jeffrey Mosley Date 7/25/16
 Signature E. Jeffrey Mosley
 Printed Name _____

Purchasing Director Joel Neaveill Date 7/27/16
 Signature Joel Neaveill
 Printed Name _____

Memorandum

TO: Joel Neaveill
Director, Office of Procurement

FROM: Jeff Mosley 
Deputy Chief, Louisville Forward

DATE: July 26, 2016

RE: Non-Competitive Procurement for Traffic Study—3rd Street

* * * *

Pursuant to Section 4.14 of the Development Agreement between Omni and the City, the City undertook the obligation to consider converting 3rd Street from one-way to two-way. To effectuate this obligation, the City must perform a traffic study to make sure that this conversion is possible given traffic counts, the physical topography of the street and other traffic measurements. The purpose of this memo is to demonstrate that it is in the best interest of the City to utilize Parsons-Brinkerhoff ("PB") as the consultant to perform said study under a non-competitive procurement pursuant to KRS 45A.380.

PB has been hired by the State to perform all of the traffic modeling and data collection relative to the Convention Center renovation just a block away from the Omni project. Thus, PB has already collected some data on the traffic counts, detour routes, etc. for 3rd Street regarding the impending closure of 3rd street from Market to Jefferson streets. Since PB is already engaged in a very similar endeavor, it makes sense to utilize and expand the data collection and modeling already in place for the two-way traffic study. This procurement will result in cost and time savings to the City. Further, the state will ultimately decide whether 3rd street will be converted from one-way to two-way and using the contractor that they are using will further expedite and simplify the decision-making process.

Further, prior to the convention center project described above, PB had completed a comprehensive re-timing of the downtown central traffic district. Thus, having the same firm perform the requested work given that they have already performed studies that will be used to help complete our requested work makes this request even more appropriate.

In sum, Louisville Forward requests your approval to enter into a contract with PB for the purpose of performing a traffic study on 3rd Street pursuant to non-competitive negotiation as set forth in KRS 45A.380(3). The contract is expected to be approximately \$23,000.00, so I would request an amount not to exceed \$25,000.00.

Thank you for your consideration.

CC: Vanessa Burns
Cathy Duncan
Pat Johnson

AGREEMENT

THIS AGREEMENT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF ECONOMIC DEVELOPMENT**, herein referred to as "**METRO GOVERNMENT**", and **PARSONS BRINCKERHOFF, INC.**, with offices located at 3340 Peachtree Road, 100 Tower Place, Suite 2400, Atlanta, Georgia 30326, herein referred to as "**CONSULTANT**",

WITNESSETH:

WHEREAS, the Metro Government wishes to engage Consultant to provide professional services with regard to a traffic study regarding conversion of Third Street in Louisville from a one-way street to a two-way street; 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. The services of Consultant shall consist of a traffic study regarding the conversion of Third Street in Louisville from a one-way to a two-way street as described in Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement on a percent-completed basis, to be billed quarterly. The proposed fee for services is the lump sum amount of \$23,110 which includes labor and direct project expenses. Total compensation payable to Consultant for services rendered pursuant to this Agreement shall not exceed **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

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 the percent complete of the service under this Agreement and the particular nature of such service. Copies of invoices or receipts for third party charges must be included with the Consultant's invoice when payment is requested.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings 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. In no event will the Metro Government pay bills which are considered to be double billing (i.e. billing two different parties for the same work).

III. DURATION

A. This Agreement shall begin September 1, 2016 and shall continue through and including December 1, 2016.

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 this Agreement, 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. 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, to the extent arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's Subcontractors, if any) negligent 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, or negligent acts, errors or omissions 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 Agreement.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XII. SUCCESSORS

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

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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 APPROVAL OF
OF THE APPROPRIATION FOR
THIS CONTRACT BY THE
METRO COUNCIL**

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**



**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**




**JEFF MOSLEY, DIRECTOR,
ECONOMIC DEVELOPMENT**

Date: 9/29/16

Date: 9/29/16

PARSONS BRINCKERHOFF, INC.

By: 

Title: Vice President

Date: 9-29-16

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County

Traffic Engineering Scope of Services for the Omni Project Downtown Louisville, Kentucky

The following is a proposed description of tasks by WSP | Parsons Brinckerhoff (WSP | PB) recommended to test the feasibility of converting 3rd Street in Downtown Louisville from one-way to two-way operation between Main Street and Broadway. This work is being performed in response to the Omni Development currently under construction on the 300 block of Liberty Street and Muhammad Ali Boulevard. Phase One project tasks are described below:

Task 1 – Future (2018) baseline traffic model (existing street configuration)

WSP | PB will develop 2018 opening year models for each peak time period from using the recently optimized Synchro 9 models. No geometric changes will be reflected in the growth models, these will serve as the baseline models. Traffic volumes will be grown using a 1.0% per year growth rate factor.

Task 2 – Estimate future (2018) two-way traffic volumes for 3rd Street

WSP | PB will estimate the redistribution of 2018 traffic for the one-way to two-way conversion. The expected area of influence for redistributing traffic will be inclusive of the area from First Street to Fifth Street and from West Main Street to West Broadway.

Task 3 – Louisville Omni Hotel & Residences Trip Generation

WSP | PB will perform trip generation estimates and distribute AM, mid-day and PM peak hour trips for the proposed Louisville Omni Hotel & Residences. Information related to the specific site uses and trip generation characteristics will be provided by the developer to WSP | PB. These generated trips would be added the 2018 baseline (existing street configurations) and two-way volume data sets to establish a build / no-build comparison for a two-way 3rd Street. It is possible that the ITE Trip Generation Manual data is incomplete for the mid-day period. We will make assumptions where necessary to complete the mid-day data set. We will coordinate review of our assumptions with Louisville Metro Public Works to gain concurrence before moving forward with the analysis.

Task 4 – Develop a cross section alternatives

WSP | PB will develop two (2) cross section alternatives:

- 1) Utilizing existing pavement and
- 2) Introducing street scope modifications will be required to gain width, where necessary, for left turn lanes, retention of short term loading zones, etc.

Task 5 – Estimate the impacts of two-way operation through microsimulation modeling.

WSP | PB will optimize signal timing for proposed two-way geometry of 3rd Street. Optimization will include adjusting all 72 intersections in the current CBD traffic models, if necessary, to smooth offsets between intersections and maintain established progression speeds.

Finalize the recommended scenario of the models for the AM, mid-day and PM peak hours using Synchro 9. The proposed scenario consists of full build-out of Phase 1, which is the Louisville Omni Hotel & Residences.

Task 6 – Documentation and Meeting

Document results and recommendations of required changes to infrastructure in a concise report. While trip generation will be a necessary part of this project, this report is not intended to serve as a Traffic Impact Study. Report will focus primarily on the impacts (both opportunities and constraints) of each of the analyzed alternatives.

Our Project Manager will attend meeting with KYTC District 5 and Louisville Metro Traffic Engineering to present project findings and recommendations. This will include an evaluation of 3rd Street remaining one-way, converting

the existing pavement to two-way operation, and proposing street modifications for two-way operation. It is anticipated that a preferred alternative will be selected at this meeting.

Phase One Schedule Milestones

Completed analysis – 4 weeks after notice to proceed

Completed draft report – 6 weeks after notice to proceed, at this point ready to meeting with KYTC

Deliver final report addressing client/agency comments – 8 weeks after notice to proceed

Project Deliverables

The deliverables for this project will be the draft and final project reports as well as conceptual striping plans (drawn on aerial photography).

Fee for Services

The proposed fee for services is the lump sum amount of \$23,110 which includes labor and direct project expenses.