

AGREEMENT

THIS AGREEMENT, made on the _____ day of _____, 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government existing pursuant to KRS Chapter 67A, hereinafter called “LFUCG” and **Stantec Consulting Services Inc**, located at 400 East Vine St., Suite 300, Lexington, Kentucky 40507” hereinafter called “CONSULTANT.”

WHEREAS, LFUCG has been allocated federal funds from the Kentucky Transportation Cabinet under Title 23, United States Code, Section 133(b), Catalog of Federal Domestic Assistance number 20.205 for Intelligent Transportation System and Congestion Management System Traffic Improvements;

WHEREAS, LFUCG issued a request for proposals for a Beaumont Centre-Harrodsburg Road Traffic Operations Study (RFQ #10-2016); and

WHEREAS, CONSULTANT responded to RFQ #10-2016 and LFUCG has determined that CONSULTANT is the successful bidder;

NOW, THEREFORE, LFUCG and CONSULTANT, in consideration of their mutual covenants herein **AGREE** in respect to the performance of a Traffic Video Distribution and Management System and the payment for those services by LFUCG as set forth below.

WITNESSETH: That CONSULTANT and the LFUCG in consideration of the negotiated hours required to complete the work by the CONSULTANT, hereby agree to commence and complete the scope of services described as follows:

1.0 SCOPE OF WORK

CONSULTANT shall perform the work as outlined in Exhibit “A” (the “RFQ”) and the CONSULTANT’S response, which is attached hereto as Exhibit “B” (the “response”). All of the terms and provisions of the RFQ, including but not limited to the General Conditions and the Risk Management Provisions, and the Response are attached hereto and incorporated herein by reference as if fully stated. To the extent of any conflict between or among the documents, the terms of this Agreement shall take precedence, followed by the RFQ and the Response. CONSULTANT will also provide monthly reports of all activities to LFUCG PROJECT MANAGER. Reports may be submitted electronically.

CONSULTANT shall perform work in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations, and 23 Code of Federal Regulations.

2.0 INCORPORATED DOCUMENTS

Exhibit A – The “RFQ” document titled “RFQ #10-2016 Beaumont Centre-Harrodsburg Road Traffic Operations Study” including the General Conditions and the Risk Management Provisions.

Exhibit B – The “response” document titled “Stantec, Beaumont Centre-Harrodsburg Road Traffic Operations Study” RFQ 10-2016”.

Exhibit C – The negotiated hours with rates required to complete the tasks defined within RFQ #10-2016.

3.0 PERIOD OF SERVICE

The time period of service authorized by the LFUCG for the proper execution of the Work by the Contract, in full, is hereby fixed as one hundred eighty days (180) from the date specified in the Notice to Proceed.

4.0 INDEMNIFICATION CLAUSE

The Risk Management Provisions of RFQ #10-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

5.0 PAYMENTS TO CONSULTANT

Payment for services under this agreement will be made on time and expense basis subject to the following requirements:

- a. All invoices shall reflect the worked performed in accordance RFQ#10-2016 and the corresponding amount due based on the budget allotted for each task.

5.1 Time of Payment

CONSULTANT shall submit monthly statements for work completed. LFUCG shall respond to CONSULTANT’s monthly statements within thirty (30) days, either denying payment or making payments.

5.2. Other Provisions Concerning Payments.

5.2.1. In the event the Agreement is terminated by the **LFUCG** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **LFUCG** is to the total amount of work

provided for herein, as determined by mutual agreement between the **LFUCG** and the **CONSULTANT**.

5.2.2. In the event the services of the **CONSULTANT** are terminated by the **LFUCG** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **LFUCG**.

5.2.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **LFUCG**, the **CONSULTANT** shall be paid as set forth in Section 5.2.1 above.

6.0 SUCCESSORS AND ASSIGNS

6.0.1. **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **LFUCG**.

6.0.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

7.0 Optional Tasks and Services

LFUCG may desire to have **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as “Optional Task and Services,” subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until written authorization is given by LFUCG. This work shall be considered as “Optional Work & Tasks” and shall be paid on a lump sum basis by task in accordance with the negotiated rates as provided by **CONSULTANT** in response to RFQ#10-2016 in Attachment C.

8.0 GENERAL CONSIDERATIONS

8.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

LFUCG reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the CONSULTANT.

8.2 Ownership and Reuse of Documents

All documents, prepared by CONSULTANT pursuant to this Agreement shall be delivered to and become the property of the LFUCG. LFUCG shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to CONSULTANT.

8.3 Incorporation of Bid Documents

All bid documents related to RFQ #10-2016, including the Advertisement for Bids, Information to Bidders, CONSULTANT's Response to LFUCG's Invitation to Bid, General and Special Conditions, Basis for Payment, Form of Proposal, Certificates of Insurance, Addenda and any other document(s) related to the bid be and hereby are incorporated herein as if fully set forth herein.

SECTION 9 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 9.1.** **CONSULTANT** agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- 9.2** **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. The **CONSULTANT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. **CONSULTANT** will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships. The **CONSULTANT** agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

9.3 A Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, the **CONSULTANT** agrees as follows:

- A. **CONSULTANT** will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.
- B. Nondiscrimination: The **CONSULTANT** with regard to the work performed by it after award and prior to completion of the AGREEMENT work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The **CONSULTANT** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** or the **CONSULTANT'S** obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.
- D. Information and Reports: the **CONSULTANT** will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GOVERNMENT to be pertinent to ascertain compliance with such REGULATIONS orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** will so certify to the GOVERNMENT as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this AGREEMENT, the GOVERNMENT will impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- 1) Withholding payment to the **CONSULTANT** under the AGREEMENT until the **CONSULTANT** complies; and/or
- 2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

9.4 It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently the DBE requirements of 49 CFR Part 23 apply to this AGREEMENT.

9.5 DBE Obligation. The **CONSULTANT** or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard the **CONSULTANT** or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **CONSULTANT** and the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U. S. DOT – assisted contracts.

The **CONSULTANT** will make every effort to locate DBEs to purchase materials and services for use in this AGREEMENT. The **CONSULTANT** shall document the steps it has taken to obtain DBE participation, including, but not limited to the following:

- A. The names, addresses, and telephone numbers of DBEs that were contacted;
- B. A description of the information provided to DBEs regarding the type of work to be performed.

SECTION 10. RIGHT TO REVIEW, AUDIT AND INSPECT

CONSULTANT understands and agrees that upon reasonable notice that officials of the Lexington-Fayette Urban County Government, the Kentucky Transportation Cabinet, and the Federal Highway Administration may review, audit, and inspect any and all of the **CONSULTANT'S** records and operations relative to the services performed under this Agreement to assure compliance with the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

ATTEST:

Clerk of the Urban County Council

BY: _____
Jim Gray
MAYOR

Stantec Consulting Services Inc,
400 East Vine St., Suite 300
Lexington, Kentucky 40507

(Secretary)

BY: _____
ITS: _____

(Witness)

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