

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 9 November, 2017 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and GRW Engineers, Inc. (CONSULTANT). OWNER intends to proceed with the Rosemont Garden Sidewalk Project as described in the attached "Scope of Services" document (Exhibit A). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Rosemont Garden Sidewalk Project. The services are hereinafter referred to as the **Project**.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER as set forth below.

CONSULTANT shall provide professional consulting services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, CONSULTANT shall:

- 1.2.1. Notify the OWNER in writing of its authorized representative who shall act as Project engineer and liaison representative between the CONSULTANT and the OWNER.
- 1.2.2. Meet with OWNER to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.
- 1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.
- 1.2.4. Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to OWNER. After OWNER'S detailed review, attend conference with OWNER to discuss OWNER'S comments.

- 1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.
- 1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

- 1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.
- 1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.
- 1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.
- 1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.
- 1.3.5. Furnish up to five (5) copies (total TBD) of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.
- 1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.
- 1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

- 1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".
- 1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".
- 1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: Negotiations with property owners for acquisitions of easements and right-of-way will be performed by LFUCG personnel.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

1.6. Construction Phase

The Construction Phase shall be performed solely by the **OWNER**. However, during Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **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 "Extra Work", 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 the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority

to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See "Scope of Services, Additional Requirements, Part 1, Schedule and Completion" (attached) for the detailed project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding sixty one thousand one hundred and seventy dollars (\$61,170.00).

5.1.2. For Extra Work.

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

5.2.1. CONSULTANT shall submit monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** 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 **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** 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 **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further 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.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

6.4. Successors and Assigns.

6.4.1. **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 **OWNER**.

6.4.2. 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.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning, Preservation and Development, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may

be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**OWNER**" shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any

person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**.

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$1 million

The policies above shall contain the following conditions:

- a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**, unless **OWNER** waives requirement.
- c. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.4.3. Deductibles and Self-Insured Programs

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** with all applicable Certificates of Insurance signed by a person authorized by the insurer to

bind coverage on its behalf prior to final award, and if requested, shall provide OWNER copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that OWNER may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel, CONSULTANT shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and OWNER in the locations and areas in which CONSULTANT is performing services under the Agreement.

6.9.6 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

6.10 Resident Services During Construction.

The OWNER will furnish a Resident Project Inspector.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows:

7.1 The CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for 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.

7.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Limits of Liability, as described in Section 6.9.2., shall be \$4,000,000.00.
 - 8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Mark Feibes, PE, Section Manager, of the Design and Construction Section, Division of Engineering, (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2.** The following Exhibits are attached to and made a part of this Agreement:
- 8.2.1** Exhibit A "Request for Qualifications", consisting of seventy three (73) pages (with amended Scope page 73, dated 8/30/17).
 - 8.2.2** Exhibit B Fee Proposal and supporting documentation consisting of nine (9) pages.
 - 8.2.3** Exhibit C "Certificate of Insurance" consisting of one (1) page.
- 8.3.** This Agreement (consisting of pages 1 to 13 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

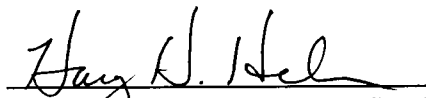
OWNER:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
200 East Main St.
Lexington, KY 40507


CONSULTANT:

GRW ENGINEERS, INC.
801 Corporate Drive
Lexington, KY 40503

BY: 
JIM GRAY, MAYOR

BY: 
HARVEY H. HELM, VICE PRESIDENT

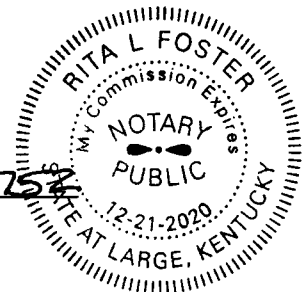
ATTEST:


URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Harvey H Helm, as the duly authorized representative for and on behalf of GRW Engineers, on this the 20 day of November, 2017.

My commission expires: 12/21/20.


NOTARY PUBLIC



Scope of Services
RFQ 22-2017
Design and Surveying Services for Sidewalk and Trail Projects
Citation Trail
Elizabeth Street Sidewalk
~~**Rosemont Garden Sidewalk**~~
Todds Road Sidewalk

The Lexington-Fayette Urban County Government (LFUCG), the Local Participating Agency (LPA), is accepting Statements of Qualification (SOQ) from interested consulting firms for professional engineering and registered land surveying services (Consultant) for the *Sidewalk and Trail Projects*. This Request for Qualifications (RFQ) will serve as the basis for the selection of firms assigned to four projects: Citation Trail; Elizabeth Street Sidewalk; Rosemont Garden Sidewalk; and Todds Road Sidewalk. It is the intention of LFUCG to select four different firms, one each being assigned one of the four projects. However, LFUCG reserves the right to select and assign firms to projects based on the best interest of the government.

The projects vary in scope and may entail sidewalk, curb and gutter, and/or multi-modal trail construction. The Scope of Services includes topographic and cadastral surveying; preparation of preliminary & final design plans, bid documents, easement descriptions and right-of-way drawings (if required); compliance with the Kentucky Division of Water Floodplain Management Section and FEMA (if required); and completion of paperwork to satisfy the requirements of the Kentucky Transportation Cabinet's LPA Project Guide. Design funding for all four projects is through Federal Highway Administration, Transportation Alternatives Program grants and local funds.

Utilizing descriptions and plats prepared by the consultant, the LFUCG will conduct negotiations for acquisition of rights of way (if required) and easements as needed.

Project Description

The LFUCG through its Division of Engineering (DOE), intends to perform three separate sidewalk projects and one multimodal trail project. The Consultant shall complete a full design including construction plans, right of way plans, specifications, bid documents, easement descriptions and plats (if required) for the specified limits as generally shown on the attached project location maps.

Submitting consultants should demonstrate proficiency in residential street design, multimodal trail design, surveying, right-of-way/easement acquisition on LPA projects, flood studies and FEMA submittals, and should be familiar with applicable AASHTO publications. KYTC pre-qualification is required in Urban Roadway Design and Surveying.

Project Backgrounds

Citation Trail (See Exhibit A)

A shared use trail is planned to connect the existing bike lanes/sidewalks on Citation Boulevard to Jacquelyn Lane and to Masterson Station Park. The planned trail will begin at the existing trail at Citation Boulevard, pass through the Mable Lane Greenway, across Lucille Drive and then split with one segment continuing north through Masterson Hills Park to Jacquelyn Lane and the other continuing west along Bracktown Branch creek to the end of the LFUCG's property. The western segment will eventually connect to a trail, to be built in conjunction with the Villages at Great Acres development, which will provide a link to Masterson Station Park. The project will involve the addition of approximate 4,400 feet of 12' wide shared use trail.

The planned trail will likely pass around water features including but not limited to the Zone AE FEMA floodplain and the floodway. Design shall include all necessary drainage calculations and modeling for the trail, as well as coordination with, Kentucky Division of Water, the US Army Corps of Engineers and FEMA to comply with required permitting.

The engineer shall coordinate with the developer of the Village at Great Acres to ensure the trail designs are contiguous.

Elizabeth Street Sidewalk (See Exhibit B)

There are currently no sidewalks on either side of Elizabeth Street from Waller Avenue to Transcript Avenue (except for the northernmost block on the east side). This project will involve the addition of approximately 1250 feet of sidewalk, curb & gutter and storm improvements along various sections of Elizabeth Street:

- Sidewalk from Waller Ave. to University Ave. to State St. to Conn Terrace (East and West Side). Sidewalk from Conn Terrace to Transcript Ave., (West Side).
- Curb, gutter and storm improvements from Waller Ave. to University Ave. to State St. to Conn Terrace (East and West Side). Curb, gutter and storm improvements from Conn Terrace to Transcript Ave., (to Mid-block West Side).

The new sidewalk can likely be constructed within existing ROW. However, it is anticipated that acquisition of temporary construction easements will be necessary.

No section of the project appears to be within a Zone AE floodplain.

~~Rosemont Garden Sidewalk (See Exhibit C)~~

There are currently no sidewalks on either side of Rosemont Garden from Southland Drive to mid-block between Southport Drive and Cherrybark Drive. This project will involve the addition of at least 1400 feet of sidewalk and header curb along the both sides of Rosemont Garden that will connect to the existing sidewalks at each end. Design will include additional improvements, such as replacement of the existing drainage structures and retaining walls.

Minimal calculations will be required to estimate the storm sewer load from Rosemont Garden, from the intersection of Southport Drive to Southland Drive, that can be conveyed to Wolf Run creek at the intersection of Southland Drive and Rosemont Garden. Hydrologic/hydraulic modeling of the Wolf Run creek is beyond the scope of this project.

Design shall also include modifications to the western end of the project to improve pedestrian access and safety. Ingress and egress to the commercial lots shall be evaluated, and a pedestrian crossing across Rosemont Garden at Southland Drive / Lafayette Parkway with ped signals shall be added.

Under a separate contract, streetscape design of Southland Drive from Rosemont Garden to Nicholasville Road is nearing completion. Design will include coordination with the Southland Drive Streetscape consultant to ensure geometric consistency where the two projects meet.

A significant portion of the project appears to be within the floodway. Coordination with the Kentucky Division of Water will be necessary to determine the extent of required permitting.

Todds Road Sidewalk (See Exhibit D)

There are currently no sidewalks on either side of Old Todds Road between Woodhill Drive and Catera Trace. This project will involve the addition of approximately 1600 feet of sidewalk, curb and gutter along the north side of Old Todds Road that will connect the existing sidewalk at Woodhill Drive to the existing sidewalk east of Catera Drive. Minimal calculations will be required to estimate the storm sewer load from Old Todds Road, from the intersection of Catera Trace to Woodhill Drive and that it can be conveyed to the existing storm sewer system. An evaluation of the existing drainage structures will be performed to ensure that the existing storm sewer system has capacity.

The improvements shall be constructed within existing ROW, with the back of sidewalk generally two feet from the ROW. Temporary construction easement acquisition requirements will be determined through the design process.

No section of the project appears to be within a Zone AE floodplain.

Note: Although this project is along Old Todds Road, the TAP funding agreement identifies this project as "Todds Road Sidewalk".

Scope of Services

1. Pre-Design Conference and Review of Existing Information

- 1.1. Meet with DOE staff to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

- 1.2. Review all project related information as provided by DOE. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

- 2.1. The Consultant shall perform sufficient field survey to be confident in his design. Sufficient field survey should be done to confirm, at a minimum:
 - a) Topography;
 - b) Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
 - c) Storm and sanitary sewers, and related structures (horizontal and vertical);
 - d) Location of overhead and underground utilities, including poles or towers ownership information;
 - e) Significant site improvements, such as fences, retaining walls, flag poles, yard lights, etc.;
 - f) Location and identification of significant trees and vegetation;
 - g) Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls and as otherwise needed;
 - h) Location of existing corner monuments and R/W markers;
 - i) Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4);
 - j) Location of all existing easements in the project area; and
 - k) Staking associated with easement acquisition and establishing street centerline prior to bidding for construction.

The elevations of utilities, sewers, and other critical items shall be verified during the field survey. Such verification shall be carefully coordinated with the appropriate parties (e.g., utility companies, LFUCG). If digging operations, permission, etc. are necessary in certain instances it shall be the responsibility of the Consultant to see to it that they are performed properly and to get appropriate approvals. All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD 1988.

- 2.2. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.
- 2.3. Perform boundary surveys and set corner pins (or offsets) as necessary to define the physical limits of properties for which fee simple purchase for right-of-way must be acquired.

3. Preliminary Design

- 3.1. Develop an updated set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:
- a) Plan and profile depicting existing and proposed conditions (all features identified in the survey shall be shown on the plans);
 - b) Existing and proposed topography;
 - c) Typical roadway/sidewalk/trail sections depicting existing and proposed conditions;
 - d) Alignments and grades for approach roads and turn lanes as needed;
 - e) Proposed limits of disturbance;
 - f) Location of property lines with all owners/lessees and street addresses shown;
 - g) Existing and proposed right-of-way lines and easements;
 - h) Sanitary and storm sewer plan and profile as needed if project will impact these features;
 - i) Stream sections, situation survey and necessary channel changes; culvert sizing and inlet/outlet design;
 - j) Quantities Table (to be consistent with the bid schedule);
 - k) A Traffic Management Plan, consistent with KYTC guidelines;
 - l) A plan for lighting, signalization, signage and striping; and
 - m) A plan for erosion control.

Preliminary Plans shall be so identified. The Consultant shall deliver two paper copies to the DOE and one paper copy to each utility company.

- 3.2. Citation Trail and Rosemont Garden Sidewalk Only: Portions of these two projects are located within the FEMA floodway. It is anticipated that both projects will have a “no-rise” impact on the existing floodway. Design services shall include coordination with the Kentucky Division of Water Floodplain Management Section and FEMA, as needed, to comply with all applicable regulations. Design services may include but not be limited to obtaining a Stream Construction Permit, 401 Certification and/or a No-Rise Certification. LFUCG shall be responsible for any fees to obtain the current effective floodplain model and application fees, if applicable.
- 3.3. Prepare a Preliminary Design Technical Memorandum documenting the following:
- a) Preliminary Plans;
 - b) Identification of all known utility conflicts and proposed solutions;
 - c) List of impacted properties and property owners;
 - d) List of required easements and road right-of-way taking and apparent encroachments (Determination of land rights shall be limited to recorded easements and right-of-way; prescriptive easements will not be considered.);

- e) List of required permits and respective agencies from which the permit(s) will be secured;
- f) List of agencies that will require notifications and/or approvals; and
- g) Preliminary Opinion of Construction Costs.

3.3. Meet with the DOE to review the Preliminary Design Technical Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries.

4. Final Plans, Specifications, and Bid Documents

4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit three paper copies to the LFUCG DOE.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- a) Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations;
- b) Right-of-Way strip maps and summary sheets;
- c) Coordinate Control Plan; and
- d) Site-specific Detail Sheets as needed; and

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds).

All drawings and sheets shall conform to the follow scales:

- a. Plan Sheets 1" = 20'
- b. Profile sheets 1" = 20' horizontal
1" = 2' vertical
- c. Cross sections sheets 1" = 5' horizontal
1" = 5' vertical

Note: Combined Plan/Profile sheets are preferred.

All designs and plans must be approved by the LFUCG DOE. The following shall apply:

- a. Drawing files shall be prepared using or shall be converted to AutoCAD and will be transmitted to the Urban County Government upon request. The formatting specifics shall be determined during the contract negotiation process.
- b. Unless otherwise stated, design shall incorporate LFUCG Standard Drawings (latest edition), and KYTC 2012 Standard Drawings in that order of preference.
- c. Intersection improvements are to be ADA compliant. Design shall comply with the AASHTO green book, the Manual of Uniform Traffic Control Devices and, to the extent practicable, the AASHTO Roadside Design Guide.
- d. The preparation of an Erosion and Sediment Control (ESC) Plan including a Storm Water Pollution Prevention Plan (SWPPP) integrating the non-structural and structural practices and procedures of the Stormwater Manual is a requirement for all construction projects and is the responsibility of the Contractor. However, Consultant shall prepare a generalized plan. The ESC Plan as developed through preliminary and final plans, as well as the SWPPP will be reviewed and approved by LFUCG DOE.
- e. Where applicable, consultant shall prepare a Traffic Management Plan consistent with KYTC guidelines.

6. Detailed Cost Opinions

The Consultant shall prepare a detailed opinion of probable construction cost at completion of the preliminary and final design stages of the project. Line items for construction costs shall be consistent with the Quantities Table in the drawing set and the Bid Schedule in the Form of Proposal. The construction cost opinion shall also be accompanied by separate cost opinions for utility relocation, and total right-of-way/easement acquisition.

7. Easement and Right-of-Way Acquisition

Every effort shall be made to avoid the need to acquire private property. However, should it be inevitable, plats shall be prepared as required for acquisition of right-of-way, and they shall meet all requirements of the Lexington-Fayette Urban County Government Subdivision Regulations, Department of Law; the LFUCG DOE Digital Submission Policy; and the *KYTC Highway Design Manual*.

Permanent and temporary easements shall be drawn to sufficient scale to be clear and distinguishable, and such drawings shall meet the requirements of the Lexington-Fayette Urban County Government DOE.

The Consultant shall set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple. Consultant shall provide a legal description for each right-of-way and easement taking.

LFUCG will conduct negotiations with property owners for acquisitions of easements and right-of-way.

8. Environmental Assessment

The KYTC Office of Local Programs will take primary responsibility for obtaining the environmental clearances for these projects. However, the Consultant shall prepare supporting documentation, such as maps, plans, etc., as needed. Any environmental subconsultant, if required, will not be the responsibility of the Consultant.

9. Public Interface

The Consultant shall attend public meetings, and other meetings with elected officials, affected residents, owners and businesses. If requested to do so, the Consultant will lead the meetings. The Consultant shall provide all necessary exhibits and prepare minutes of all meetings they attend.

10. Utility Company Coordination

There are numerous utilities within the limits of these projects. The Consultant will meet and coordinate with all affected utility companies as necessary, with the goal of minimizing disturbance to utilities and underground lines. Consultant shall obtain utility location data for purposes of mapping, and shall determine which parcel easements/acquisitions if any should be expedited to facilitate timely relocation of utilities.

11. Bid Phase

The Consultant shall provide all bid documents to a private planroom/printing service (to be identified) for distribution to potential bidders. The Consultant shall be responsible for keeping a permanent record of all individuals or companies that purchase bid documents through the private printer.

The Consultant's scope shall include assisting with Bid Administration. At minimum, this includes responding to technical questions during the bid period, preparing addenda, reviewing and approving alternates, attending pre-bid meeting, attending bid opening, preparing and certifying a tabulation of bid prices, evaluating bids received, and submitting a recommendation of award.

12. Construction Phase

The Lexington-Fayette Urban County Government will provide construction inspection. However, the Consultant shall be available to advise in matters of intent during construction. The Consultant shall also review and approve shop drawings.

13. Schedule and Completion

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is received by the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at either the site of proposed improvements or at the DOE office, as deemed appropriate.

Meeting to review design intent	20 days
Submit preliminary plans; provide to utilities	120 days
Meeting to review preliminary plans/contact utilities	140 days
Submit revised preliminary plans	160 days
Hold public meeting	170 days
Submission of final plans	200 days
Meeting to review final plans	210 days
Submission of completed final plans	220 days
Preparation of ROW/easement plats and descriptions	240 days

14. Miscellaneous

All preliminary plans and accompanying documents are subject to review by the Lexington-Fayette Urban County Government Division of Engineering, Division of Water Quality and Division of Traffic Engineering. Documents shall also be subject to review by the Kentucky Department of Highways and the Federal Highway Administration. The Consultant shall be responsible for addressing comments from and requirements of these agencies into all documents.

The Consultant shall also be responsible for preparing paperwork and documents as required for Local Public Agency (LPA) Project funding.

Consultant shall attend periodic progress meetings with the Division of Engineering and/or Kentucky Department of Highways and must submit a written monthly status report detailing work in the past month, and anticipated work in the upcoming month. This report must be submitted in written format as well as in an electronic format acceptable by the DOE.

15. Proposal Content and Selection Criteria:

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection

committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- a. General Project Approach;
- b. Firm Qualifications, with a focus on the specific tasks outlined in this Scope;
- c. Project Team;
- d. Client List with contact information for which similar work has been performed;
- e. A list of related projects, in which one or more project team members were substantially involved. Project team members and their role in the cited project should be identified on the list.

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- a. Specialized experience and technical competence of the person or firm with respect to topographic and cadastral surveying; roadway and multimodal trail design, easement and right-of-way acquisition; preparation of application for a "No-Rise" certification, and completion of paperwork associated with LPA projects. 30 Points
- b. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, character, integrity, reputation, judgment, experience, efficiency and ability to meet schedules. 30 Points
- c. Familiarity with the details of the project. 20 Points
- d. Degree of local employment to be provided by the person or firm in the performance of the contact by the person of firm. 20 Points

16. Exhibits

- A. Citation Trail
 - Project Map
 - GIS Map of Sewers (2 sheets)
 - GISMap of FEMA Flood Zone
 - Clearing House Letter
- B. Elizabeth Street Sidewalk
 - Project Map
 - GIS Map of Sewers (2 Sheets)
 - Clearing House Letter
- ~~C. Rosemont Garden Sidewalk~~
 - Project Map
 - GIS Map of Sewers (2 sheets)
 - GIS Map of FEMA Flood Zone
 - Clearing House Letter
 -



MATTHEW G. BEVIN
GOVERNOR

DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF THE GOVERNOR

1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606/ TDD: 711
WWW.kydlgweb.ky.gov

SANDRA K. DUNAHOO
COMMISSIONER

March 22, 2017

Ms. Suzie Loveday
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507

RE: Rosemont Garden Sidewalk
SAI# KY201703100438
CFDA# 20.205

Dear Ms. Loveday:

The Kentucky State e-Clearinghouse is the official designated Single Point of Contact (SPOC) for the Commonwealth pursuant to Presidential Executive Order 12372, and supported by Kentucky Statutes KRS 45.03. The primary function of the SPOC is to streamline the review aforementioned process for the applicant and the funding agency. This process helps in vocalizing the statutory and regulatory requirements. Information in the form of comments, if any, will be attached to this correspondence.

This proposal has been reviewed by the appropriate state agencies in the e-Clearinghouse for conflicts with state or local plans, goals and objectives. After receiving this letter, you should make it available to the funding agency and continue with the funding agencies application process. This e-clearinghouse SPOC letter signifies only that the project has followed the state reviewing requirements, and is neither a commitment of funds from this agency or any other state or federal agency. Please remember if any federal reviews are required the applicant must follow through with those federal agencies.

The results of this review are valid for one year from the date of this letter. If the project is not submitted to the funding agency or not approved within one year after the completion of this review, the applicant can request an extension by email to Lee.Nalley@ky.gov. If the project changes in any way after the review, the applicant must reapply through the eclearinghouse for a new review. There are no exceptions.

If you have any questions regarding this letter or the review process please contact the e-Clearinghouse office at 502-573-2382, ext. 274.

Sincerely,

Lee Nalley, SPOC
Kentucky State Clearinghouse

Attachment

Bluegrass ADD

Shane New

The review was based upon the information that was provided by the applicant through the clearinghouse for this project. The project does not appear to conflict with the mission and goals of the Bluegrass Area Development District.

Fish and Wildlife

Dan Stoelb

Based on the information provided, the Kentucky Department of Fish & Wildlife Resources has no comments concerning the proposed project. Please contact Dan Stoelb @ 502-564-7109 ex. 4453 or Daniel.Stoelb@ky.gov if you have further questions or require additional information.

Housing Building and Construction

Phil Craig

The Kentucky Department of Housing Buildings and Construction has no comments concerning the proposed project.

Kentucky Transportation Cabinet (CO)

Carolyn Weber

Bret Blair - Endorse with Comments

In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to: Randi Feltner, District Seven Highway Dept. Permits Engineer, 763 W New Circle Road, Lexington, KY 40512 (859.246.2355 / randi.feltner@ky.gov). Reviewed by Bret Blair, D7-Planning / 859.246.2355 / bret.blair@ky.gov.

KY Department for Environmental Protection

Ronald Price

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications, or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered, they must be properly addressed.

The Division of Water recommends that in the construction of the project Best Management Practices (BMPs) be utilized to prevent nonpoint-sources of water pollution and, thereby, control stormwater runoff and sediment damage to water quality and aquatic habitat. For technical assistance on the kinds of BMPs most appropriate for this type of construction, please contact the local Soil and Water Conservation District or the Division of Conservation of the Natural Resources and Environmental Protection Cabinet. The Division of Water, also, has available BMP construction manuals.

If the proposed project site is in a designated flood hazard area, application must be made to the Division of Water for a floodplain construction permit. Permission, or exemption, depends upon design and the exact site.

Projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit from the Division of Water.

Kentucky Division for Air Quality Regulation 401 KAR 63:010 Fugitive Emissions states that no person shall cause, suffer, or allow any material to be handled, processed, transported, or stored without taking reasonable precaution to prevent particulate matter from becoming airborne. Additional requirements include the covering of open bodied trucks, operating outside the work area transporting materials likely to become airborne, and that no one shall allow earth or other material being transported by truck or earth moving equipment to be deposited onto a paved street or roadway. Please note the Fugitive Emissions Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

Kentucky Division for Air Quality Regulation 401 KAR 63:005 states that open burning is prohibited. Open Burning is defined as the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a stack or chimney. However, open burning may be utilized for the expressed purposes listed on the Open Burning Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

KY Heritage Council

Yvonne Sherrick

To receive a review from the KY Heritage Council/State Historical Preservation Office (SHPO) you must follow the instructions located on their website at <http://www.heritage.ky.gov/siteprotect/> . There you will find the required documents for the Section 106 Review and Compliance for 36 CFR Part 800. This Section 106 submission process to SHPO will assist applicants and agencies in providing the appropriate level of information to receive comments from SHPO.

If you have any questions please contact Yvonne Sherrick, Administrative Specialist III, (502) 564-7005, Ext. 113, yvonne.sherrick@ky.gov

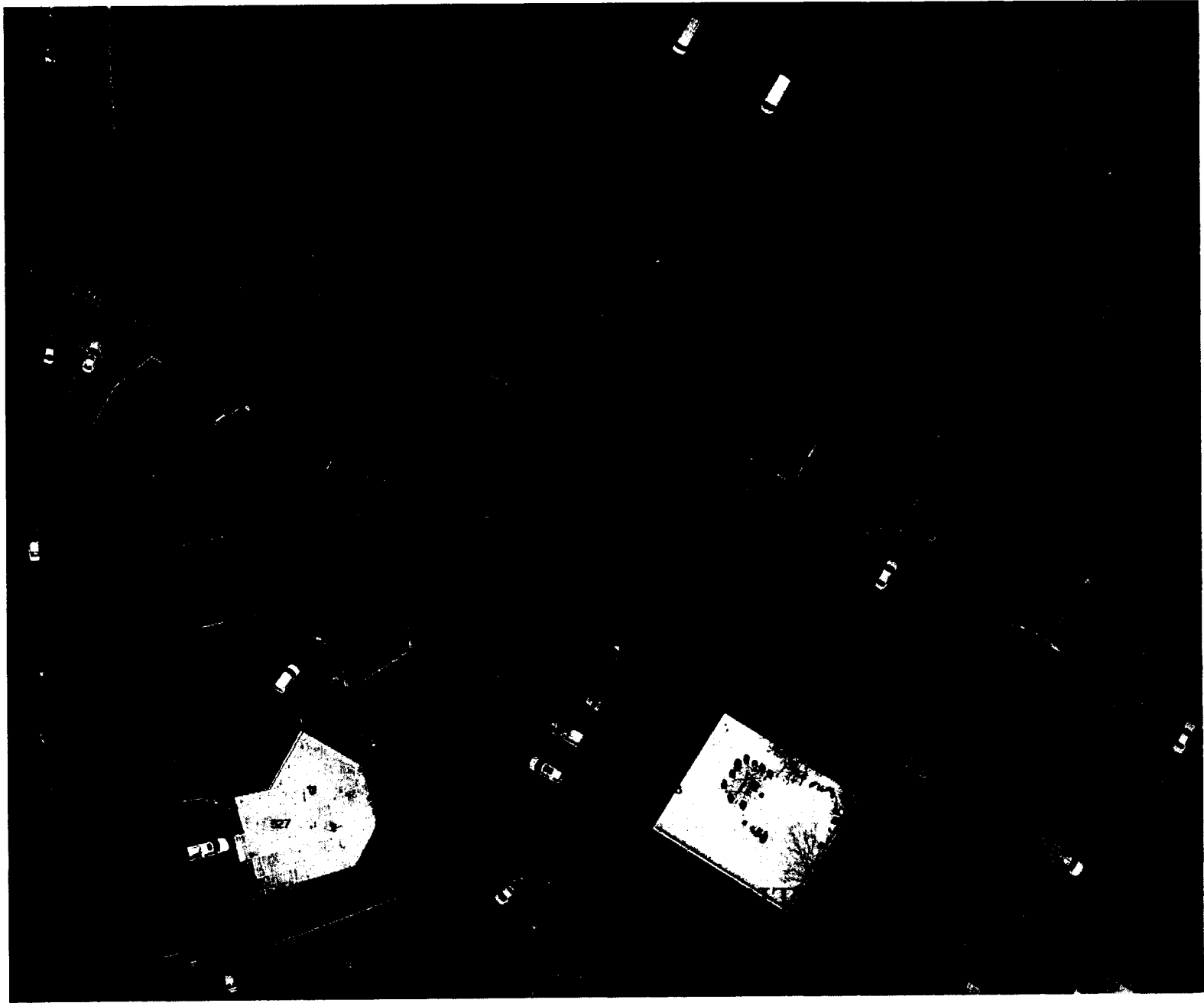


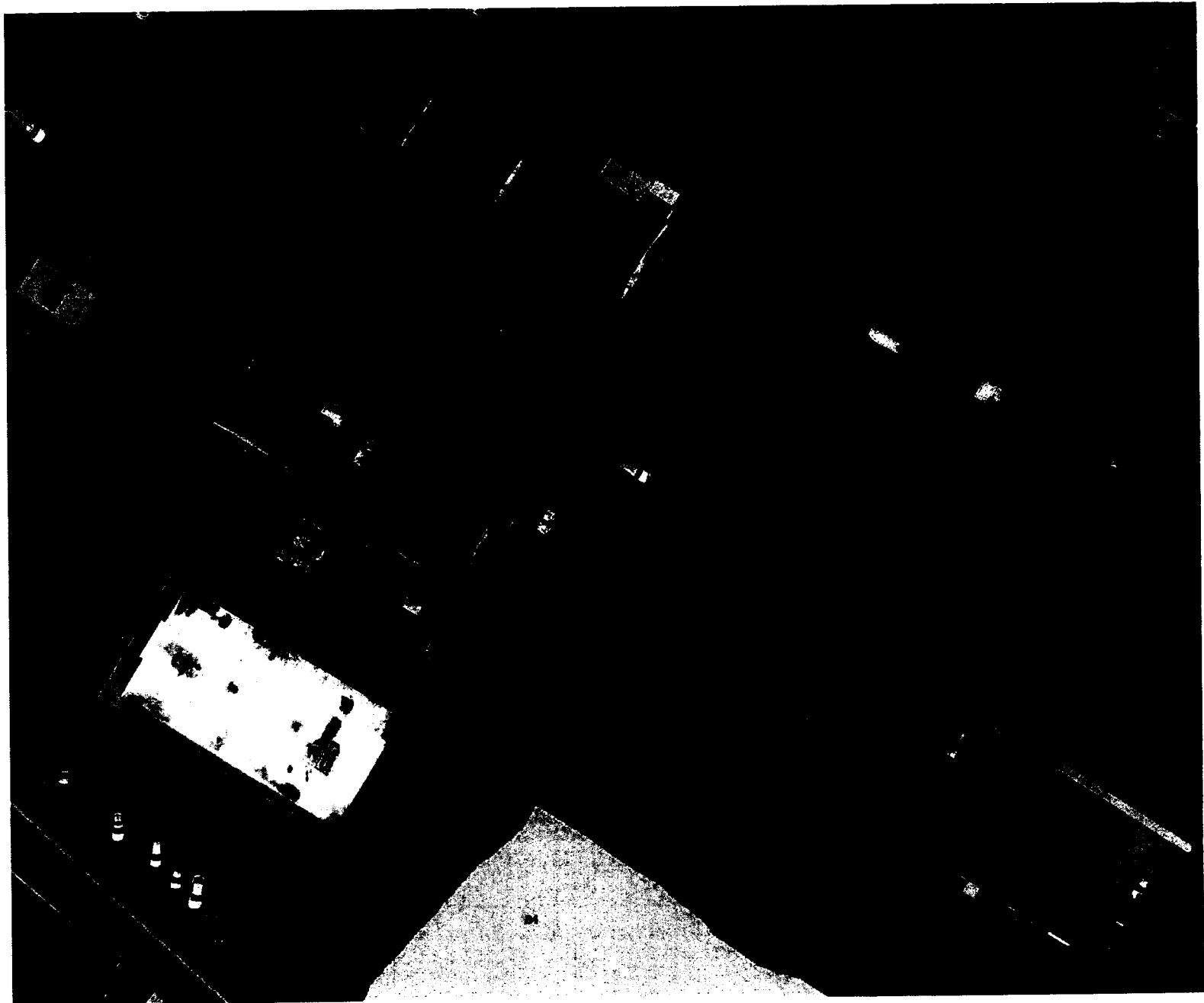
PLANS AND SPECIFICATIONS PREPARED BY:
 **LEXINGTON** LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
DIVISION OF ENGINEERING

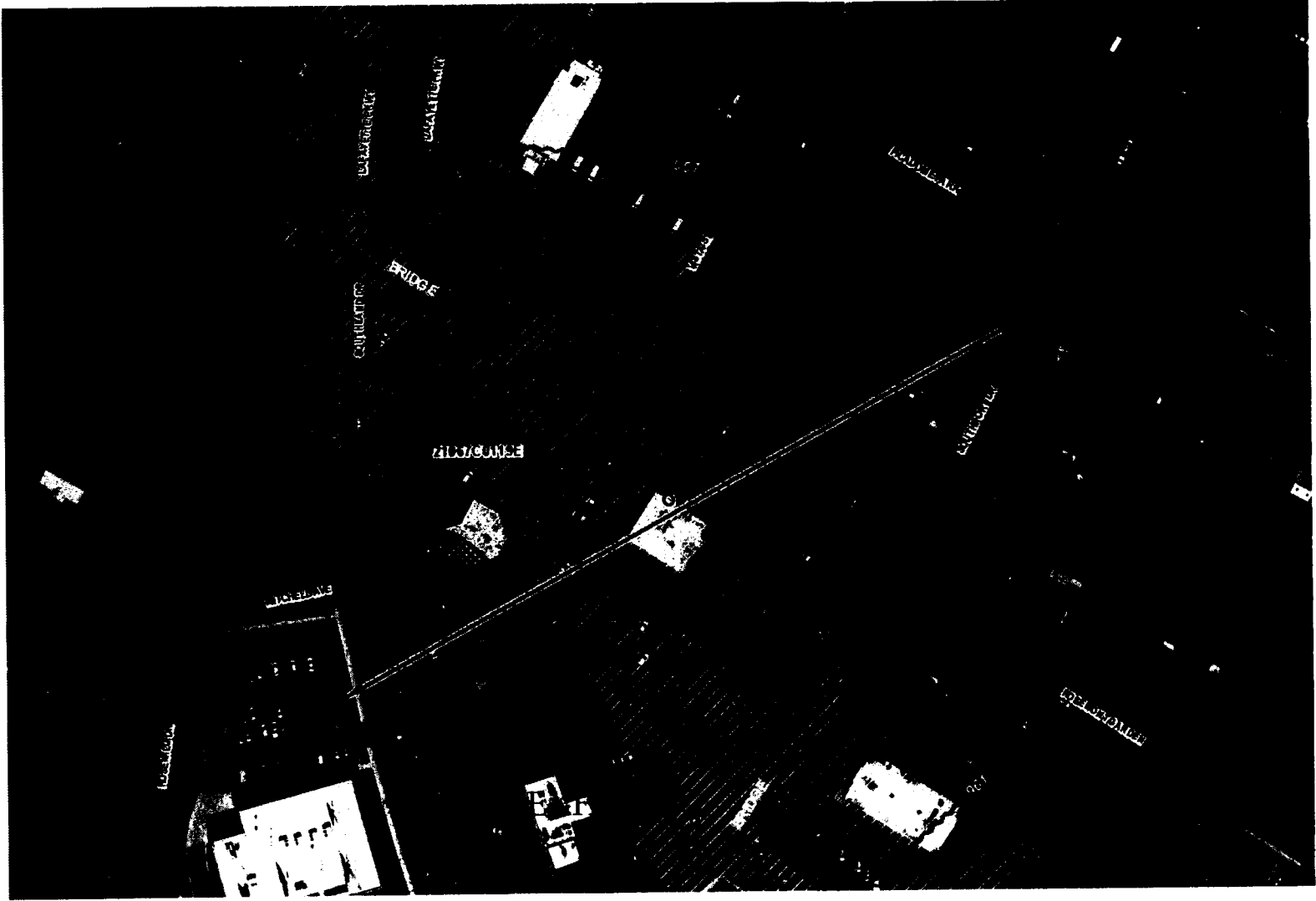
ROSEMONT GARDEN
SIDEWALK CONNECTIONS
Lexington, Fayette County, Kentucky

SCALE
NO. 101
DESIGNED BY
APPROVED BY
DRAWN BY
DATE

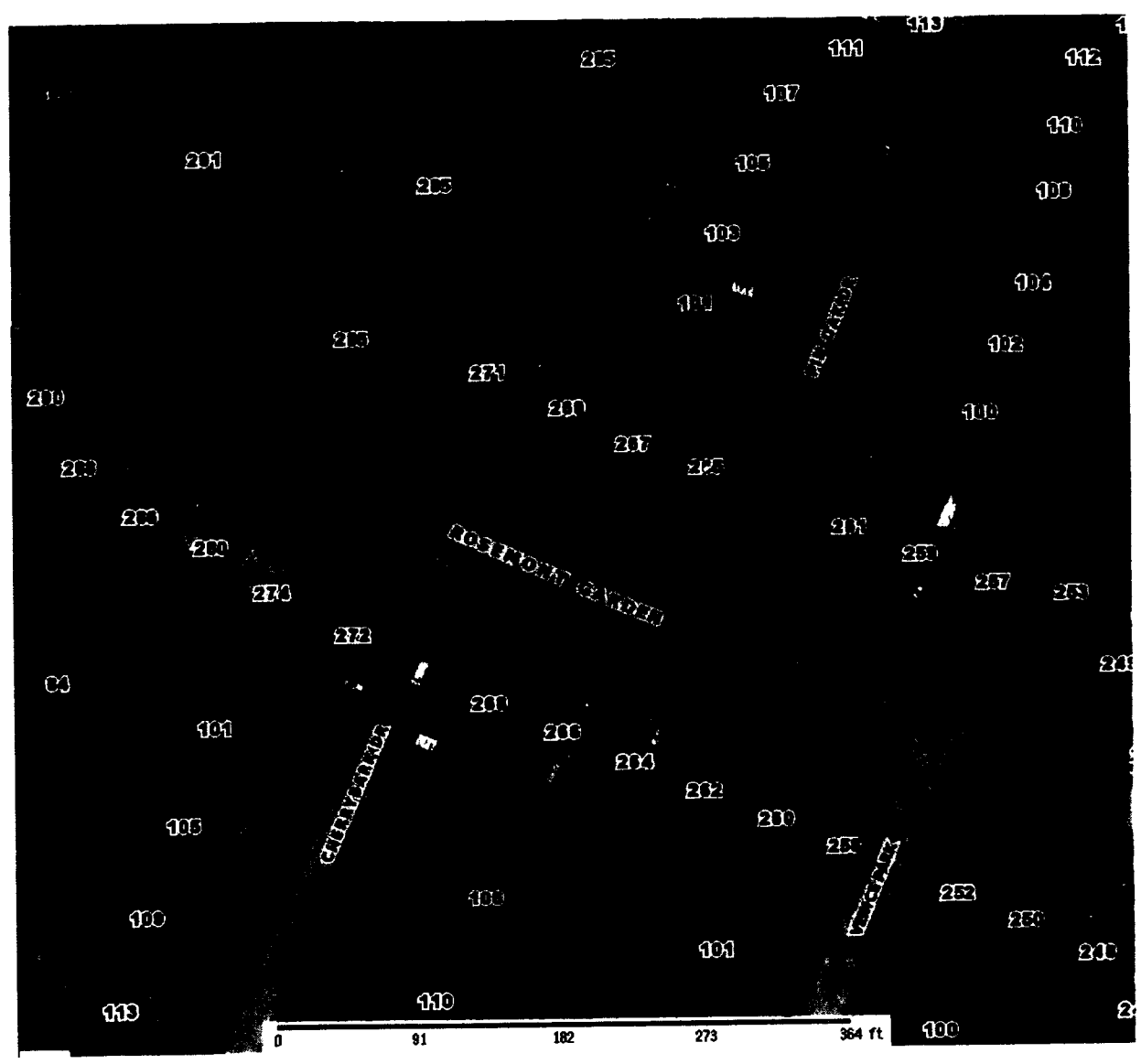
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NORTH SIDE - SIDEWALK AND HEADER CURB
SOUTH SIDE - SIDEWALK WITH INTEGRAL CURB



ROSEMONT GARDEN SIDEWALK PROJECT

ADDITIONAL SECTION FOR PROJECT SLOPING
MF 0130/17



KENTUCKY TRANSPORTATION CABINET
 Department of Highways
 DIVISION OF PROFESSIONAL SERVICES
ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
 Rev. 08/2017
 Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	Sep 29, 2017	COUNTY:	Fayette	ITEM #:	7-3219
PROJECT:	Rosemont Garden Sidewalks				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
				\$ -
LINE AND GRADE TOTAL		128	\$ 43.04	\$ 5,509.12
UTILITY COORDINATION TOTAL		8	\$ 42.16	\$ 337.28
RIGHT OF WAY PLANS TOTAL		56	\$ 50.78	\$ 2,843.68
FINAL PLANS TOTAL		114	\$ 51.26	\$ 5,843.64
MEETINGS TOTAL		32	\$ 51.77	\$ 1,656.64
PUBLIC INVOLVEMENT TOTAL		20	\$ 59.95	\$ 1,199.00
QA/QC TOTAL		8	\$ 53.02	\$ 424.16
				\$ -
				\$ -
TOTAL PRODUCTION HOURS		366	\$ 48.67	
			TOTAL DIRECT PAYROLL	\$ 17,813.52
			OVERHEAD (161.50 %)	\$ 28,768.83
			PROFIT (15.00 %)	\$ 6,987.35
			COST OF MONEY (%)	\$ -
DIRECT COSTS				AMOUNT
			TOTAL DIRECT COSTS	\$ -
SUBCONSULTANTS				AMOUNT
Survey- Abbie Jones Consulting, LLC				\$ 7,600.00
			TOTAL SUBCONSULTANTS	\$ 7,600.00
			TOTAL FEE	\$ 61,170

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: GRW Engineers, Inc.	SIGNED BY: Harvey H. Helm	
_____	Vice President	9/29/2017
CONSULTANT SIGNATURE	TITLE	DATE
_____	_____	_____
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Eayette	PROJECT TYPE	Sidewalk
ROUTE	Rosemont Garden	CONSULTANT	GRW Engineers, Inc.
DESC	Sidewalks	REVIEWED BY	Mark Feibes, LFUCG
		PREPARED BY	Mary Beth Robson
			September 26, 2017

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.24	4	1
2	Utilities - (data gathering, identification & contact)	1	No.	6	2	12
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0		0
CONTROL						
4	Horizontal	2	Mile	0.24	2	1
5	Vertical	2	Mile	0.24	2	1
6	Process data	1	Mile	0.24	4	1
PLANIMETRIC SURVEY						
7	Planimetric location <i>(pickup)</i>	2	Mile	0.24	16	8
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.24	4	1
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile	0.24	4	1
TERRAIN SURVEY						
12	DTM data collection <i>(Items 12-20 not required if used)</i>	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridges)	2	No.			0
16	Drainage situations survey (Culverts)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Addition of necessary DTM data <i>(specify pickup or not used)</i>	2	Acre			0
21	Process data	1	Mile			0
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Complete Property Lines	1	Parcel			0
23	Field tie property lines/corners	2	Parcel	37	0.6	44
STAKING						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(units per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(units per core hole)</i>	2	No.			0
SURVEY MISCELLANEOUS						
27	Landscape features (retaining walls, tress, posts, etc)	1	Mile	0.24	4	1
28		2	No.			0
29						0
SURVEY TOTAL						71

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	0.24	40	10
32	Establish approximate property lines and ownership	Parcel	37	1	37
33	Study and develop typical sections	No.	2	8	16
34	Study and develop horizontal alignments	Mile	0.24	16	4
35	Study and develop vertical alignments	Mile	0.24	8	2

PRODUCTION-HOUR WORKSHEET

(revised 7/14)

COUNTY	<u>Eayette</u>	PROJECT TYPE	<u>Sidewalk</u>
ROUTE	<u>Rosemont Garden</u>	CONSULTANT	<u>GRW Engineers, Inc.</u>
DESC	<u>Sidewalks</u>	REVIEWED BY	<u>Mark Feibes, LFUCG</u>
		PREPARED BY	<u>Mary Beth Robson</u>
			<u>September 26, 2017</u>

36	Create and evaluate proposed roadway models	Alt.	0.04	0	0
37	Design entrances	No.	0	0	0
38	Pre-size pipe-culvert alternatives	No.	0	0	0
39	Pre-size culverts (all alternatives)	No.	0	0	0
40	Pre-size bridges (all alternatives)	No.	0	0	0
41a	Conduct Traffic Engineering Analysis (Basic, Highway Capacity Manual Procedure Intersection)	Intersection	0	0	0
41b	Conduct Traffic Engineering Analysis (Advanced, Micro-simulation)	Intersection	0	0	0
42	Study and development of interchange	No.	0	0	0
43	Study and development of intersection	No.	0	0	0
44	Study and develop maintenance or traffic plan	LS	1	0	0
45	Plot/print copies of plans for team meeting and inspections	LS	1	8	8
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	8	8
47	Revise plans and estimates	LS	1	4	4
48	Preliminary Right of Way with taking areas	Parcel	37	0.5	19
49	Prepare Design Executive Summary	LS	1	16	16
50	Develop document "Avoidance Alternatives to Water Related Impacts"	LS	1	0	0
PRELIMINARY LINE & GRADE MISCELLANEOUS					0
51					0
52					0
53					0
54					0
55					0
PRELIMINARY LINE AND GRADE TOTAL					128

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	2	2	8
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile	0		0
58	Develop Utility Relocation Plans (1"=50')		Mile	0		0
UTILITY COORDINATION MISCELLANEOUS						
59						0
UTILITY COORDINATION TOTAL						8

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	37	0.25	9
61	Establish property and ownership	Parcel	37	0.25	9
62	Calculate Right of Way	Parcel	37	0.25	9
63	Prepare legal descriptions	Parcel	37	0.25	9
64	Complete Right of Way summary sheet	Parcel	37	0.1	4
65	Generate Right of Way strip map (scale 1" = 20')	Sheet	4	1	4
66	Prepare Right of Way Plans Submittal	LS	1	4	4
67	Right of Way revisions after Right of Way submittal	LS	1	8	8
R/W PLANS MISCELLANEOUS					
68	Deed Research for Existing Alignments	LS			0
69	Prepare Legal Descriptions for Right of Way transfer	Parcel	0		0
70					
71					
72					
RIGHT OF WAY PLANS TOTAL					56

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		PREPARED BY	Mary Beth Robson
			September 26, 2017

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	1	4	4
81	Update existing topography and terrain model	Ac	0.24		0
82	Refine alignments (horizontal & vertical)	Mile	0.24	8	2
83	Develop pavement design	No.			0
84	Finalize term, notes & transition	No.			0
85	Develop final roadway model	Mile	0.24		0
86	Develop proposed design	Mile	0.24	40	10
87	Generate plan sheets (scale 1" = 20')	Sheet	4	4	16
88	Generate profile sheets (scale 1" = 30')	Sheet			0
89	Detail cross sections (scale 1" = 20')	No.	8	4	32
90	Design entrances	No.			0
91	Revise roadway plans from soil report	Mile			0
DRAINAGE					
92	Develop pipe sections (< 54')	No.			0
93	Develop drainage system map	Mile	0.24		0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop bridge stream channel (range 1' <-> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A <= 200 acres)	No.	2	4	8
99	Drainage analysis (200 acres < A <= 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan	Mile	0.24	8	2
106	Inlet spacing calculations	No.	2	2	4
107	Storm sewers calculations	No.	2	2	4
108	Perform storm analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
DRAINAGE MISCELLANEOUS					
112		LS			0
113					0
114					0
115					0

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	2	2
117	Prepare typical sections	No.	2	2	4
118	Prepare interchange geometric approval	No.	0		0
119	Prepare intersection geometric approval	No.	0		0
120	Prepare coordinate control sheet	Mile	0.24	4	1
121	Prepare elevation developments	No.			0
122	Prepare striping plan	No.	0		0
123	Calculate final quantities	Mile	0.24	4	1
124	Complete general summary	LS	1	2	2
125	Complete paving summary	LS	1		0
126	Complete drainage summary	LS	1		0

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DESC	<u>Sidewalks</u>	REVIEWED BY	<u>Mark Feibes, LFUCG</u>	
		PREPARED BY	<u>Mary Beth Robson</u>	
			<u>September 26, 2017</u>	

127 Complete payment under draft summary	LS				
128 Prepare cost estimate	LS	1	4		4
129 Plot/print copies of plans	LS	1	4		4
130 Plan revisions	Mile	0.24	8		2
131 Prepare final construction plans submittal	LS	1	8		8

MAINTENANCE OF TRAFFIC

132 Write maintenance of traffic notes (TCP)	LS	1	4		4
133 Prepare construction phasing plans	Mile	0.24			0
134 Develop diversion plan sheets	Sheet				0
135 Develop diversion profile sheets	Sheet				0
136 Develop diversion cross sections	Sheet				0
137 Develop temporary drainage	No.				0

FINAL PLANS MISCELLANEOUS

138 Document available rock quantities	LS				
139					0
140					0
141					0
142					0
143					0

FINAL PLANS TOTAL

114

MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.	1	2	4
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.	1	2	4
153	Misc. project coordination meetings	2	No.	3	2	12
154	Project team meetings	2	No.	3	2	12

MEETINGS MISCELLANEOUS

155 Value Engineering Study	LS				
156 Constructability Review	LS				0

MEETINGS TOTAL

32

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS	1	8	8
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting		No.			0
163	Prepare for Public Meetings/Hearings	2	No.	1	4	8
164	Attend Public Meetings/Hearings	2	No.	1	2	4
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0

PUBLIC INVOLVEMENT MISCELLANEOUS

167					
168					0
169					0

PUBLIC INVOLVEMENT TOTAL

20

QA/QC

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review		LS	1	8	8

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		PREPARED BY	Mary Beth Robson
			September 26, 2017

QA/QC TOTAL	8
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PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	71
LINE AND GRADE TOTAL	128
UTILITY COORDINATION TOTAL	8
RIGHT OF WAY PLANS TOTAL	56
FINAL PLANS TOTAL	114
MEETINGS TOTAL	32
PUBLIC INVOLVEMENT TOTAL	20
QA/QC TOTAL	8
GRAND TOTAL	437

GRW ENGINEERS, INC.

CLASSIFICATION AND PERCENTAGES FOR DESIGN AND DETERMINATION OF AVERAGE RATES

ORIGINAL CONTRACT

	<u>% CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>COST</u>
SURVEYS			
Principal	5	\$67.59	\$3.38
Engineer VI	50	\$58.04	\$29.02
Engineer V	0	\$50.11	\$0.00
Engineer IV	35	\$45.50	\$15.92
Senior Designer	10	\$30.90	\$3.09
	100%	Average Rate =	\$51.41
PRELIMINARY LINE AND GRADE			
Principal	5	\$67.59	\$3.38
Engineer VII	0	\$61.41	\$0.00
Engineer VI	50	\$58.04	\$29.02
Engineer V	0	\$50.11	\$0.00
Engineer IV	20	\$45.50	\$9.10
Senior Designer	5	\$30.90	\$1.54
	80%	Average Rate =	\$43.04
UTILITY COORDINATION			
Engineer VI	20	\$58.04	\$11.61
Engineer IV	40	\$45.50	\$18.20
Senior Designer	40	\$30.90	\$12.36
	100%	Average Rate =	\$42.16
RIGHT OF WAY			
Principal	5	\$67.59	\$3.38
Engineer VII	0	\$61.41	\$0.00
Engineer VI	45	\$58.04	\$26.12
Engineer V	0	\$50.11	\$0.00
Engineer IV	40	\$45.50	\$18.20
Senior Designer	10	\$30.90	\$3.09
	100%	Average Rate =	\$50.78
FINAL PLAN PREPARATION			
Principal	10	\$67.59	\$6.76
Engineer VII	0	\$61.41	\$0.00
Engineer VI	40	\$58.04	\$23.21
Engineer V	0	\$50.11	\$0.00
Engineer IV	40	\$45.50	\$18.20
Engineer III	0	\$41.42	\$0.00
Senior Designer	10	\$30.90	\$3.09
	100%	Average Rate =	\$51.26
MEETINGS			
Engineer VII	0	\$61.41	\$0.00
Engineer VI	50	\$58.04	\$29.02
Engineer IV	50	\$45.50	\$22.75

100%

Average Rate = \$51.77**PUBLIC INVOLVEMENT**

Principal	20	\$67.59	\$13.52
Engineer VII	0	\$61.41	\$0.00
Engineer VI	80	\$58.04	\$46.43
Engineer V	0	\$50.11	\$0.00
	100%	Average Rate =	\$59.95

QA/QC

Engineer VI	60	\$58.04	\$34.82
Engineer V	0	\$50.11	\$0.00
Engineer IV	40	\$45.50	\$18.20
	100%	Average Rate =	\$53.02

STRUCTURES

Engineer VII	5	\$61.41	\$3.07
Engineer VI	35	\$58.04	\$20.31
Engineer V	45	\$50.11	\$22.55
Senior Designer	15	\$30.90	\$4.63
	100%	Average Rate =	\$50.57

CONSTRUCTION ADMINISTRATION

Principal	5	\$67.59	\$3.38
Engineer VII	50	\$61.41	\$30.71
Engineer VI	25	\$58.04	\$14.51
Engineer V	20	\$50.11	\$10.02
	100%	Average Rate =	\$58.62

GRW ENGINEERS, INC.

AVERAGE HOURLY RATES ROSEMONT GARDEN, LEXINGTON

ORIGINAL CONTRACT

CLASSIFICATION	Hourly Rate as of June 07, 2016*	Hourly Rate based on 0.27% annual increase**
Principal	\$67.31	\$67.59
Engineer VII	\$61.16	\$61.41
Engineer VI	\$57.80	\$58.04
Engineer V	\$49.91	\$50.11
Engineer IV	\$45.31	\$45.50
Engineer III	\$41.25	\$41.42
Engineer II	\$35.07	\$35.21
Engineer I	\$26.75	\$26.86
Senior Designer	\$30.77	\$30.90
Designer/Tech V - CADD	\$29.79	\$29.91
Designer/Tech IV - CADD	\$27.80	\$27.91
Designer/Tech III - CADD II	\$24.50	\$24.60
Designer/Tech II - CADD II	\$20.25	\$20.33
Designer/Tech I - CADD II	\$16.00	\$16.07

* Hourly rates from Audit by the External Audit Branch for FY ending Dec 31, 2015; as of June 07, 2016
 Note: the average annual increase in labor rates = 0.27% based on the above audit. The Contract midpoint is estimated to be December 15, 2017. This rounds to 1.52 years beyond the current audit rates.

The 1.52 year increase in Hourly Rates = (06/07/16 Hourly Rate X 0.0027 X 1.52) + 06/07/16 Hourly Rate

SAMPLE CALCULATION

<u>Engineer V</u>	
June 2015 to August 2016	= 19 months
	= 1.52 years
	1.52 Projected 50% completion
X	0.27% Average annual increase
X	\$49.91 Engineer V rate
=	\$0.21 Rate increase
	1.52 Projected 50% completion
+	\$49.91 Engineer V rate
=	\$50.12 Adjusted rate

