

## PROFESSIONAL SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of December 6, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and GRESHAM, SMITH, AND PARTNERS, 511 UNION STREET, 1400 NASHVILLE CITY CENTER, NASHVILLE, TN 37219 (**CONSULTANT**). **OWNER** intends to proceed with the RFQ for Town Branch Commons Corridor Design Services as described in the attached Exhibit A, "Request for Proposals Town Branch Commons Corridor Design Services, RFP #25-2016." The services are to include streetscape design and engineering services for Town Branch Commons Corridor (TBCC), a multi-modal corridor running along portions of Main & Vine Streets (US 25/US 60/US 421) and Midland Avenue (US 60) in Downtown Lexington; and professional engineering services related to design and preparation of contract documents for the Midland Avenue Sanitary Trunk Sewer Replacement Project along portions of Midland Avenue, East Short Street, and Eastern Avenue. The services are hereinafter referred to as the **PROJECT**.

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

**CONSULTANT** shall provide design and engineering services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** design and engineering services consultant 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 design and engineering services incidental thereto.

#### 1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals Town Branch Commons Corridor Design Services, RFP #25-2016" (including All Appendices and Addendums), and attached Exhibit C the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to

**RFP #25-2016), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Professional Services and Related Matters."**

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT D**, then **EXHIBIT A**, and then **EXHIBIT C**.

- 1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4.** The **CONSULTANT** shall submit two (2) copies (hardcover and electronic) of all draft work products for this **PROJECT**. The copies of the draft reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the draft work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (PDF and DWG format) of the final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

## **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 modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports 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 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 in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Professional Services and Related Matters" for project schedules.
- 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.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order 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 **OWNER** of any of its other rights in the Agreement.
  - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

## **SECTION 5 - PAYMENTS TO CONSULTANT**

### **5.1. Methods of Payment for Services of CONSULTANT.**

#### **5.1.1. For Basic Services**

**OWNER** shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

**5.1.1.a** Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

**5.1.1.b** Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

**5.1.1.c** Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

#### **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 pursuant to Section 6.5 (**Disputes**).

### **5.2. Times of Payment**

**5.2.1** **CONSULTANT** shall submit to **OWNER** detailed 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 for which it has not already been paid in 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 for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

**6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

**6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

**6.2. Ownership and Reuse of Documents**

All documents, including raw data, reports, 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 that in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its 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 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, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

### **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. **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 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 hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision 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 raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no 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 within the appropriate standard of skill and care.. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

#### **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** unless required by law

#### **6.8. Access to Records**

The **CONSULTANT** 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 Agreement period and for three (3) years from the date of final payment under the Agreement 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 Professional Service Agreements.

#### **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 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

**CONSULTANT** shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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 (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. In the event **OWNER** is alleged to be liable based upon any of 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. This Indemnification and Hold Harmless Provision 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**

**CONSULTANT** understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

### **6.9.4 INSURANCE REQUIREMENTS**

#### **Required Insurance Coverage**

**CONSULTANT** shall procure and maintain for the duration of this Agreement 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 or services hereunder by **CONSULTANT** :

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of

Kentucky. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, 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.
- f. 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.
- g. 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.

#### **6.9.5. 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.

#### **6.9.6. 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.

#### **6.9.5. 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.

#### **6.9.7. 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.

#### **6.9.8. 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.

### **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.

**7.2.1.** 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.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Jonathan Hollinger, Administrative Officer Senior (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.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents 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.

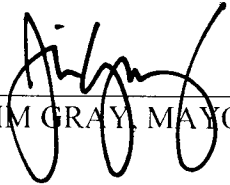
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.


**OWNER:**


**CONSULTANT:**

**LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT**

**GRESHAM, SMITH, AND PARTNERS**

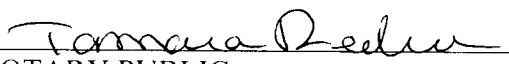
BY:   
JIM GRAY, MAYOR

BY:   
R. MARSHALL ELIZER, JR., P.E.,  
PRINCIPAL

ATTEST:  
  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by R. Marshall Elizer, Jr., as the duly authorized representative for and on behalf of \_\_\_\_\_, on this the 8<sup>th</sup> day of December, 2016.

My commission expires: 12-18-2019.

  
NOTARY PUBLIC

**EXHIBIT A**

**REQUEST FOR PROPOSALS/  
SCOPE OF PROFESSIONAL SERVICES  
AND RELATED MATTERS**

**RFP#25-2016**



## EXHIBIT A

# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #25-2016 Town Branch Commons Corridor Design Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **August 5, 2016**.

Proposals received after the date and time set for opening proposals will not be considered for award of a contract and will be returned unopened to the Proposer. It is the sole responsibility of the Proposer to assure that his/her proposal is received by the Division of Central Purchasing before the date and time set for opening proposals.

Proposals must be sealed in an envelope and the envelope prominently marked:

**RFP #25-2016 Town Branch Commons Corridor Design Services**

If mailed, the envelope must be addressed to:

Todd Slatin - Purchasing Director  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

Additional copies of this Request For Proposals are available from the Division of Central Purchasing, Room 338 Government Center, 200 East Main Street, Lexington, KY 40507, (859)-258-3320, at no charge.

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

**The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and nine (9) duplicates (hardcopies) of their proposal for evaluation purposes.**

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

***Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.***

### **Laws and Regulations**

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

### **Equal Employment Opportunity**

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its subcontracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.



## **Kentucky Equal Employment Opportunity Act**

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

**KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor**

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

**KRS 45.630 Termination of existing employee not required, when**

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

**KRS 45.640 Minimum skills**

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

### **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

### **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

**SELECTION CRITERIA:**

1. See scope of work below for complete criteria details

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

**Questions shall be addressed to:**

Todd Slatin, Director  
Division of Central Purchasing  
[tslatin@lexingtonky.gov](mailto:tslatin@lexingtonky.gov)

## Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor  
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

## AFFIDAVIT

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the proposal or is the authorized representative of \_\_\_\_\_, the entity submitting the proposal (hereinafter referred to as "Proposer").
  
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
  
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
  
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
  
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
  
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me by \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

\*\*\*\*\*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

*I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Business



**WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
*(Name and Title)* *Revised 2015-Dec-15*

**DIRECTOR, DIVISION OF CENTRAL PURCHASING  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 EAST MAIN STREET  
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

**Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
smiller@lexingtonky.gov**

**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

### C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Business is defined as a business which is certified as being at least 51% owned and operated by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form.” The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
  - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
  - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
  - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
  - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
  - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
  - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
  - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
  - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
  - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

*“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”*

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Sherita Miller	<a href="mailto:smiller@lexingtonky.gov">smiller@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:ttyra@commercelexington.com">ttyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:dharbut@uky.edu">dharbut@uky.edu</a>	859-257-7668
	Shirie Mack	<a href="mailto:smack3@email.uky.edu">smack3@email.uky.edu</a>	859-257-7666
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Byne	<a href="mailto:Melvin.bynes2@ky.gov">Melvin.bynes2@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428





**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference # \_\_\_\_\_**

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

<b>Project Name/ Contract #</b>	<b>Work Period/ From:</b> _____ <b>To:</b> _____
<b>Company Name:</b>	<b>Address:</b>
<b>Federal Tax ID:</b>	<b>Contact Person:</b>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote # \_\_\_\_\_**

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

\_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

- \_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
  
- \_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
  
- \_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
  
- \_\_\_\_\_ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
  
- \_\_\_\_\_ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
  
- \_\_\_\_\_ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
  
- \_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

\_\_\_\_\_ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

\_\_\_\_\_ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## **GENERAL PROVISIONS**

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent 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. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.



8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms, conditions and specifications;
  - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## RISK MANAGEMENT PROVISIONS

### INSURANCE AND INDEMNIFICATION

#### Indemnification and Hold Harmless Provision

(1) 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 or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "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.

(2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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 LFUCG.

(3) 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 LFUCG 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.

(4) In the event LFUCG 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 LFUCG, which approval shall not be unreasonably withheld.

(5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

**Financial Responsibility**

CONSULTANT understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**Insurance Requirements**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**Required Insurance Coverage**

CONSULTANT shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid.

**Coverage**

**Limits**

General Liability	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Commercial Automobile Liability	combined single, \$1 million per occurrence (Insurance Services Office Form CA0001)
Professional Liability	\$1 million per occurrence, \$3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- (a) All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- (b) The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- (c) The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement and a Products Liability endorsement unless they are deemed not to apply by LFUCG.
- (d) The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.
- (e) The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- (f) LFUCG 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.
- (g) Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.**

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 LFUCG 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.

### Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and

safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG 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 LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

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 LFUCG 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.



## 1. INTRODUCTION TO THE PROJECT

Lexington-Fayette Urban County Government (LFUCG) is seeking qualified firms or teams with appropriate expertise to undertake the following: 1) streetscape design and engineering services for Town Branch Commons Corridor (TBCC), a multi-modal corridor running along portions of Main & Vine Streets (US 25/US 60/US 421) and Midland Avenue (US 60) in Downtown Lexington; and 2) professional engineering services related to design and preparation of contract documents for the Midland Avenue Sanitary Trunk Sewer Replacement Project along portions of Midland Avenue, East Short Street, and Eastern Avenue. See **Attachment A** (Project Location Maps) for project location.

The respondent must be prequalified with the Kentucky Transportation Cabinet (KTYC) for the categories in the Scope of Services and all teams must demonstrate competence and experience in areas of expertise outlined in the scope of services, including but not limited to urban roadway design, traffic engineering, landscape architecture, streetscape design, stormwater management, green infrastructure, hydrology/hydraulic studies, sanitary sewer design and bikeway planning and design. Respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse groups of community stakeholders and building consensus among public and private interest groups related to the project.

Town Branch Commons Corridor will be managed by LFUCG and its selected Program Manager on behalf of partners that include:

**Kentucky Transportation Cabinet (KYTC)** – a partner in federal project funding, design review, project permitting and roadway maintenance.

**Lextran** – a recipient of a TAP grant for Zone 2 and operator of the Transit Center within the corridor.

**Lexington Downtown Development Authority (LDDA)** – liaison to public and private stakeholders within Downtown.

**Lexington Center Corporation (LCC)** – owner and manager of 46 acres associated with the Rupp District on the project’s western end.

**Blue Grass Community Foundation (BGCF)** – host of current and planned private fundraising activities through the Town Branch Fund and support for public awareness.

## 2. BACKGROUND

### Town Branch Commons

Downtown Lexington is experiencing a renaissance, with dramatic new investment in civic, residential and commercial development. Lexington is also among the many cities that have recently rediscovered its historic origins. In 1775, the City was founded on the banks of Town Branch. Industrialization and development placed the creek in a culvert under the City, where it has long been out of sight and out of mind for most people. In the last ten years, through the efforts of citizen leadership around McConnell Springs and Town Branch Trail amongst others, attention has been directed back at the potential of Town Branch to form the civic spine of the city. Efforts were bolstered in 2012 by Mayor Jim Gray's Arena, Arts & Entertainment District Task Force that highlighted the Lexington Center and Town Branch Commons as the defining public space for a forward-looking University City.

Currently, Town Branch flows underground from its historic springs near the East End to the Manchester Street Lot behind Rupp Arena, where it daylights and travels westward through the Distillery District. It traverses the entire Central Business District underneath Midland Avenue and Vine Street and touches parks, neighborhoods, businesses, and the city's educational anchors: University of Kentucky, Transylvania University and Bluegrass Community & Technical College.

In 2013, the LDDA and LFUCG undertook an international Design Competition to solicit a concept plan for the Town Branch Commons. The winning landscape architectural firm based their design on Karst Geology's natural movement of water for the region and Town Branch itself (see **Reference Document A**). Their entry celebrates Town Branch's historic course through downtown with a multimodal path that establishes and interconnects a series of parks, gathering spaces, improved streetscapes, and the Legacy and Town Branch multi-use trail systems, while highlighting the natural ecology of the region.

More recent efforts have included a conceptual Feasibility Study of alignment, general design and conceptual cost estimates (see **Reference Document C**). Aligned to this vision, LFUCG has secured a variety of funding for the infrastructure of this transformative project, while community leadership is pursuing private funding for the parks and associated operations. Public awareness has been generated by the Town Branch Water Walk and associated podcasts (<http://townbranchwaterwalk.com/>).

**Town Branch Commons** consists of three separate, distinct but complementary projects led by LFUCG, the Lexington Downtown Development Authority, Lexington Center Corporation and Blue Grass Community Foundation:

**(1) Town Branch Commons Corridor (TBCC) Project** encompasses the project for this advertised RFP. The project consists of the transportation infrastructure components of the project (i.e. separated bicycle and pedestrian facilities, sustainable storm water infrastructure, enhanced pedestrian crossings, intersection safety improvements and transit center improvements) based on zones as identified on **Attachment B** (Zone 1 – 4).

In addition to the above, the City has applied for a 2016 TIGER grant for a section of Newtown Pike from Manchester Street to 3<sup>rd</sup> Street, as identified on **Attachment C** (Newtown Pike Trail Extension). If approved, this portion may be added to the scope of services via a contract modification. Notification of the TIGER grant recipients is anticipated in the fall of 2016. For more details, see LFUCG's [TIGER grant application](http://www.townbranchtiger.com) (website address: [www.townbranchtiger.com](http://www.townbranchtiger.com)).

***NOTE: Projects 2 and 3 below are not part of this project or its scope of work but are included for informational purposes only.***

**(2) Town Branch Park Project** consists of transforming a portion of a surface parking lot into a large, world-class public park space at the western edge of the project.

**(3) Existing Parks upgrade Project** consists of reinvesting and upgrading five existing parks along the Corridor (Triangle Park, Phoenix Park, Thoroughbred Park, Charles Young Park, and Isaac Murphy Memorial Art Garden).

#### **Midland Avenue Sanitary Trunk Sewer Replacement Project (Zone 1 Area)**

In accordance with Section VII, paragraph G of the Consent Decree, LFUCG Division of Water Quality (DWQ) has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Water (DOW) its [Remedial Measures Plan \(RMP\), Groups 1, 2, and 3](http://www.lexingtonky.gov/index.aspx?page=2725) (website address: <http://www.lexingtonky.gov/index.aspx?page=2725>).

Group 2 RMP calls for construction of the Midland Avenue Sanitary Trunk Sewer (see **Attachment D**). The design and construction for the Midland Avenue

Trunk was scheduled for FY 2022-2023. However, to ensure better coordination with TBCC project and avoid costly infrastructure re-work, LFUCG has elected to include a portion of the Midland Avenue Trunk project into TBCC – Zone 1 design and construction projects (see **Attachment A, Page 2** and **Table 1** below).

**TABLE 1**

<b>SPAN</b>	<b>Approx. Length (feet)</b>	<b>Current Diameter (inches)</b>	<b>Projected Pipe Diameter (inches)</b>
TB3_386 to TB3_373	324.5	15	21
TB3_373 to TB3_373A	49.7	15	21
TB3_373A to TB3_369A	135.2	15	21
TB3_369A to TB3_369B	178.7	15	21
TB3_369B to TB3_369	108.2	15	21
TB3_369 to TB3_368	240.5	15	21
TB3_368 to TB3_367	272.1	15	21
TB3_367 to TB3_366	136.4	15	21
TB3_366 to TB3_349	178.9	15	21
TB3_349 to TB3_348	248.2	15	21
TB3_348 to TB3_347	132.5	15	21
TB3_347 to TB3_346	24.4	15	24
<b>TOTAL</b>	<b>2029.3</b>		

The Projected Pipe Diameter listed in Table 1 is not absolute. During the design phase the selected firm will be required to certify that the hydraulic capacity of the new sanitary sewer provides the Peak Hydraulic Capacity as determined by DWQ’s Capacity Assurance Program (CAP). To accomplish this objective, the selected firm will:

- (1) Request and receive from LFUCG a Peak Hydraulic Capacity memorandum that validates the design capacity of the alignment being proposed in the 30% complete drawings.
- (2) Submit final alignment plan and profile Contract Drawings (75% drawings) to LFUCG so that Peak Hydraulic Capacity of the design can be verified by LFUCG’s Capacity Assurance Program Management team.
- (3) Provide a written certification letter to DWQ stating that the final design meets the Peak Hydraulic Capacity requirements

Additionally, the design firm will be expected to evaluate alternative pipe alignments in addition to a straightforward dig and replace of the existing pipe within the current alignment. In all cases, the design must align vertically with the undisturbed upstream and downstream pipe inverts and meet the designated Peak Hydraulic Capacity.

### **3. PROJECT FUNDING**

The identified funding for the TBCC project includes a variety of local, state and federal sources, most of which are tied to a specific zone as shown on the map. The general funding sources include:

- LFUCG local and match funding.
- Congestion Mitigation and Air Quality (CMAQ) grant to contribute to the improvement of air quality and relief of congestion along portions of Midland Avenue and Vine Street.
- Transportation Alternatives Program (TAP) for bicycle and pedestrian facilities along portions of Midland Avenue and Vine Street, and improved connections to the Transit Center.
- Lextran local match funding for improved connections to the Transit Center.
- Kentucky Infrastructure Authority (KIA) Water Quality Fund for storm water and sanitary improvements along Midland Avenue. Loan approval expected in summer of 2016.
- Potential federal TIGER grant.

Anticipated Phase I Design fee is \$500,000. Phase II Design fee will be negotiated once Phase I is complete and approved by LFUCG and KYTC.

### **4. INTERGOVERNMENTAL COORDINATION & REVIEW**

As described in the Project Funding section, there are a variety of funding sources on the project. These include grant funding with state and federal agencies, which will require coordination and review during the project. A partial list of agencies includes the Kentucky Transportation Cabinet, Federal Highway Administration, Kentucky Division of Water, Lextran, Lexington Metropolitan Planning Organization and multiple LFUCG Departments. The selected firm may be asked to assist LFUCG or its designated Program Manager in the agency coordination efforts as well as presentations for design reviews. The Program Manager will take on day-to-day management of the design/engineering team and will facilitate stakeholder and agency involvement tasks, lead ongoing environmental clearance activities, facilitate utility coordination, obtain the necessary right-of-way or easements and provide

construction administration. The selected firm will be required to collaborate with LFUCG, its Program Manager, and others to ensure the success of TBC.

The selected firm will be required to adhere to KYTC's established processes and reviews. More information can be found at

<http://transportation.ky.gov/Local-Programs/Pages/default.aspx>

LFUCG anticipates some, if not all, of the Midland Avenue Sanitary Trunk Sewer project design and construction efforts will be funded by a federal Clean Water State Revolving Fund (CWSRF) loan administered by KIA. The selected firm will be required to adhere to KIA's established processes and reviews. More information can be found at

<http://water.ky.gov/Funding/Documents/2015%20SRF%20Handbook.pdf>

## **5. SCOPE OF SERVICES**

Qualified firms or teams will be expected to provide comprehensive professional services for the design of all project elements and preparation of contract documents for construction. The consultant team must be prequalified with KYTC by the date proposals are due in the following areas by the date of this advertisement:

### **ROADWAY DESIGN**

- Urban Roadway Design
- Surveying
- Advanced Traffic Engineering Design & Modeling

### **TRAFFIC ENGINEERING**

- Traffic Engineering Services
- Electrical Engineering Traffic Signal Services
- Electrical Engineering Roadway Lighting Services

### **STRUCTURE DESIGN**

- Structure Design – spans under 500'

### **GEOTECHNICAL SERVICES**

- Drilling Services
- Engineering Services
- Laboratory Testing Services

### **TRANSPORTATION PLANNING SERVICES**

- Planning Services
- Pedestrian and Bicycle Facility Planning & Design

The project will follow the KYTC Local Public Agency Development Checklist and will be broken into two phases:

- (1) Phase I Design – Preliminary Engineering,
- (2) Phase II Design – Final Engineering and Plan Development

The initial scope will be negotiated for Phase I Design, per standard KYTC methodology. Phase II Design may be negotiated once KYTC and LFUCG approve the Phase I Design plans. Phase I Design will include the preparation of preliminary line and grade plans, conceptual drainage plan, 30 percent sanitary sewer design, preliminary construction cost opinions, schematic design of streetscape elements, pedestrian/bikeway plans, public involvement, minor survey (if needed), and stakeholder coordination if requested. In an effort to ensure design continuity for downtown, the city's Program Manager will provide the selected firm a design masterplan to which it is expected to adhere. Additional details on expected services to be provided by the selected firm during Phase I Design include:

- (1) Kickoff Project Team Meeting to discuss innovative ideas and to evaluate cost and impact of the Town Branch Commons Open Space Feasibility Report Phase 2a (see **Reference Document C**) along the corridor. This meeting will be for the purpose of balancing the vision for the project with the available funding for the project.
- (2) Traffic Analysis for the project area in order to evaluate the feasibility of reducing vehicular travel/turn lanes and storage for turn lanes. The Traffic Analysis must conform to methodology required by both LFUCG and KYTC, including collection of Average Annual Daily Traffic Counts (AADT) and Peak Hour counts and multimodal Levels of Service (LOS) for existing and future conditions, if needed. Preliminary work and analysis has been completed as part of the Downtown Mobility Study completed in 2015 (see **Reference Document B**).
- (3) Preliminary design options for the identified portions of TBCC with material specifications adequate for the preparation of a preliminary construction cost opinions. Provide both a digital version as well as two (2) colored renderings of the following:



- Corridor site plan(s) based on the design masterplan provided by the city's Program Manager
- Ground-level perspective view
- Typical section diagram(s)
- Preliminary vertical and horizontal design manuscripts

(4) Preparing a "Concept Design Narrative" appropriate for public dissemination and including the following components:

- Corridor concept(s) based on the design masterplan provided by the city's Program Manager
- Materials to be used based on the design masterplan provided by the city's Program Manager
- Needed easements
- Preliminary cost estimate
- Final Design Standards based on the design masterplan provided by the city's Program Manager

(5) Provide sanitary sewer design and certification that the hydraulic capacity of the new sanitary sewer provides the Peak Hydraulic Capacity requirements.

(6) Public involvement activities, which may include, but not limited to, agency coordination, public meetings, stakeholder meetings and review committees.

In general, streetscape elements for pedestrian/bike corridor projects include dedicated, separate pedestrian/bike path, utilities where necessary, street lighting, street trees, street furniture (trash receptacles, bicycle racks, etc.), signage, public art and re-paving of streets as needed. All work is anticipated to occur within the existing public rights-of-way or secured easements.

Town Branch Commons will be the centerpiece of a city-wide trail and linear park system. Therefore, the connection to the existing and planned Legacy Trail and Town Branch Trail should be considered in designing Town Branch Commons Corridor.

The selected firm may be required to submit and/or present selected deliverables—to include, but not limited to, corridor concept(s), material suggestions, and design standards—to a design advisory committee, appointed by LFUCG.

LFUCG will authorize Phase II Design under separate task order(s) only after approval of Phase I Design by LFUCG and KYTC. These services could include innovative drainage design (please refer to **Reference Document C**), geotechnical services, right-of-way plans, final construction plans, erosion prevention and sediment control plans, landscaping plans, traffic control plans, traffic signal design, roadway lighting plans, signing, striping and pavement marking plans, utility coordination and design, final cost opinions, advanced situation folders and structure plans, and quality assurance and quality control plans. This is not a guarantee of future work. LFUCG reserves the right **not** to execute any task order or cancel services at any time in accordance with the general provisions of the contract.

## **6. DESIGN AND PLANNING SYNOPSIS**

### **Midland Avenue (Zone 1)**

The area along Midland Avenue, which is generally bookended by Isaac Murphy Memorial Art Garden Park and Thoroughbred Park, is one of the only portions of the TBCC project which presently operates as a two-way street. Midland Avenue was recently reconfigured to include the addition of a dedicated bike lane, however this zone needs improvement for the expected increase in pedestrian and bicycle users. There appears to be sufficient right-of-way in this area to achieve the desired typical section of the multi-use trail pending determination of the utilization of the existing utility easement on the west side. The major traffic operation and safety challenges will be at the major intersections of Midland and Main, and Midland and 3rd.

Additionally, LFUCG plans to replace a sanitary trunk sewer line along part of Midland Avenue, as part of the EPA mandated Consent Decree, and introduce new storm water collection and/or green infrastructure attributes per the Town Branch Commons Open Space Feasibility Study. The requested sanitary sewer design services will ultimately lead to the construction of one section of the Midland Avenue Sanitary Trunk project as identified in LFUCG's RMP. Construction and design of other sanitary sewer sections are not part of the scope of this contract. The design team selected for this section must certify the hydraulic capacity for the new sanitary sewer provides the Peak Hydraulic Capacity requirements.

The design will need to interface with a proposed mixed-use project on the northwestern edge of Midland Avenue. The project should take into account the

necessary connection between the East End neighborhood and the potential future connection to Bell Court, which is cut off by a length of unused rail.

Three parks are located along this stretch of Town Branch: Thoroughbred Park, Charles Young, and the recently completed Isaac Murphy Memorial Art Garden. Thoroughbred Park is the most heavily used and has become a popular place for families to bring their children to play in the fountain. As the recent Gehl Studio's Public Space Public Life Study suggested, the use of Thoroughbred Park for unauthorized play in the fountains points out the need for a more family-oriented park in the neighborhood.

### **Vine Street (Zones 2 & 3)**

The portion of Town Branch Commons that runs the length of Vine Street is dominated by cars, both in feel and construction, as it is both a major connector through Downtown and a state road. The biggest challenge faced within this zone is the number of buildings that have their backs turned towards Vine, and the narrow and uninteresting pedestrian zones. This is particularly true from the Transit Center, near the YMCA, and up to Rose Street. This block is a chokepoint in the right-of-way width. The Phoenix Parking Lot is plagued with the same issue of having the majority of the buildings that border it with their back door or no door at all onto what is planned to become the Karst Commons Park. On the opposite side of the street to the future site of the Karst Commons is the Transit Center. The Gehl Study identified this area to be redesigned to change its perception and to make it into a transit hub that invites people, connects to the future park across the street, and does not marginalize its riders.

Other items to consider along Vine are several major intersections along this stretch including Vine and Rose, Vine and Limestone, and Vine and Broadway. There will be a need to coordinate with the YMCA as it embarks on a reinvestment project in the High Street YMCA, to establish a better connection down to the trail and park. The Centerpointe site will be an ongoing challenge on multiple fronts. If the YMCA begins redevelopment in the near future, the design team will be required to closely coordinate with it on Vine Street. This could include shifting the multi-use trail from one side of Vine Street to the other, which has implications all the way to Broadway. A linkage up to Phoenix Park and the Library will also need to be made and will somewhat be determined by what becomes of the Centerpointe site.

### **Rupp District (Zone 4)**

This portion of the project is from Broadway to Tucker Street, which includes Triangle Park, Vine Street yoke, a portion of Main Street, and a logical terminus at Tucker Street. Given the future redevelopment of the Lexington Center, this will be both the most transformative and require the most coordination. The majority of the coordination will be done with the Lexington Center Corporation, which owns most of the land. A plan for the re-envisioned Lexington Center calls for a new Convention Center, the "Cat Walk", an expanded and renovated Rupp Arena, and a new open space at Lincoln Plaza and the Town Branch Park. Much of the work will be driven and constrained by the architectural redesign of the Convention Center. Another challenge will be connecting the activity around Triangle Park to the trail without breaking the length of continuous fountain. Operationally, the areas requiring the most consideration are the intersection at Broadway, where the trail has to come diagonally to tuck up against the Lexington Center, and how to skirt the trail in the narrow space along Main Street. See **Reference Document D** for additional background in this area.

## **8. SUBMISSIONS**

All responses to the Request for Qualifications must be submitted no later than **2:00 PM**, prevailing local time, on **Friday, 05 AUGUST, 2016** to Lexington-Fayette Urban County Government, Room 338, Government Center, 200 East Main Street, Lexington, KY 40507. Submittals received after this time and date will not be considered. Please address the submittal to the attention of **Mr. Todd Slatin**, Director of Purchasing. The proposer must submit one (1) master (hardcopy), one (1) digital version in pdf format, and nine (9) duplicates (hard copies) of its proposal for evaluation purposes.

Brevity in submitted qualifications is encouraged. Consultant submittals must include the following:

(1) Team Organization – Provide background information on all firms. Identify a Project Manager and describe the person's relevant qualifications and experience on similar projects. Provide a list of project team members, identifying their geographic location, relevant qualifications and experience and the tasks for which they will be responsible.

(2) Consultant Experience – Demonstrate the ability to perform the work outlined in the scope of services on schedule and within budget. Include a maximum of five (5) examples of similar or related projects successfully completed within the last five years. The similar projects should be ones that

the proposed project team has worked on in the past. A preliminary work program and schedule should also be included. Due to the fact that the Town Branch Commons Corridor project will likely span several months, as seen in the Project Schedule section, it is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project.

(3) Project Understanding – Demonstrate a clear understanding of the project, including relationships of project elements to adjacent neighborhoods, issues related to adjacent retail and economic development, complete street concepts, green infrastructure, knowledge and understanding of general traffic, transit, and pedestrian circulation issues in the area. LFUCG is committed to reducing the environmental impacts and improving the environmental conditions throughout the City. To that end, the proposal should outline how you intend to incorporate sustainability into the work tasks.

(4) Project Approach – Provide a concise summary of the team’s approach to the project. If your proposal is based upon any variation to the scope of work (reduced or additional services), please outline any clarifications or modifications.

(5) Collaboration and Public Participation – Demonstrate an ability to work collaboratively with and facilitate consensus among a variety of government, neighborhood, non-profit and business interests.

(6) Time Commitment – Proposals should also include the availability and expected time commitment percentage of each staff member.

## **9. EVALUATION CRITERIA AND SELECTION PROCEDURES**

The selection process is based on the qualifications of the consultant to complete the Project on time, within budget, and meeting all study goals. It is LFUCG’s intent to downselect from qualified entries at least two Consultants to conduct phone or personal interviews.

An Evaluation Committee representing LFUCG and its partners will evaluate all submittals. Tentatively, the Selection Members identified for this evaluation process are

- Kevin Stinnett, Council Member At-Large

- Doug Burton, LFUCG
- Charlie Martin, LFUCG
- Keith Lovan, LFUCG
- Will Fortune, LFUCG
- Jonathan Hollinger, LFUCG
- Jeff Fugate, DDA
- Allison Lankford, BGCF
- Shane Tucker, KYTC (Non-voting Member)

The selection team will review the Consultants' submittals in the areas of 8.0 above and will make its selection criteria based on the following:

<u>Evaluation Criteria</u>	<u>Total Score - 100 Points</u>
• Understanding of project scope and approach	20 points
• Past experience with similar bicycle, pedestrian and multi-modal transportation projects as well as KIA and DWQ projects	20 points
• Evidence of design and engineering innovation of multimodal paths, open space and green infrastructure	15 points
• Familiarity with previous planning efforts in Downtown Lexington	10 points
• Abilities and capacity of professional personnel and sub-consultants	10 points
• Experience with KYTC-administered federally funded projects as well as DWQ and KIA funded projects	10 points
• Experience with projects with multiple stakeholders in urban settings	10 points
• Degree of local employment to be provided by the team	5 points

**Project Schedule**

- 20 JULY 2016 – Pre-Proposal Meeting (Government Center Building, 5th Floor Conference Room, 200 East Main Street, Lexington, KY 40507 at 2:00PM)
- 22 JULY 2016 – Questions due
- 05 AUGUST 2016 – Proposals Due by 2:00 p.m.
- 25 AUGUST 2016 – Interviews (Tentative)
- AUGUST 2016 – Consultant Selection
- SEPTEMBER 2016 – Contract NTP/Design Kickoff
- 2 weeks after Phase I Design NTP – Kickoff Project Team Meeting
- 7 months after Phase I Design NTP – Preliminary Line and Grade Inspection
- 5 months after Phase II Design NTP – R/W Plans Submittal
- 12 months after Phase II Design NTP – Final Joint Inspection
- 14 months after Phase II Design NTP – Final Plans Submittal

**Attachments:**

**Attachment A** – Project Location Maps

**Attachment B** – Project Zone Map (Zone 1 – 4)

**Attachment C** – Newtown Pike Trail Extension Map (Zone 7) per 2016 TIGER Grant Application. For more detail, see LFUCG’s TIGER grant application

(website address: [www.townbranchtiger.com](http://www.townbranchtiger.com))

**Attachment D** – EPA and the Kentucky DOW RMP, Group 2

(website address:

<http://www.lexingtonky.gov/index.aspx?page=2725>)

**Reference Documents:**

All Reference Documents can be found at

<https://next.lexingtonky.gov/town-branch-rfp-information>

**Reference Document A** – Town Branch Commons Design Competition Winning Entry

**Reference Document B** – Downtown Lexington Traffic Movement and Revitalization Study

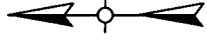
**Reference Document C** – Town Branch Commons Open Space Feasibility Report

**Reference Document D** – Rupp Arena Arts & Entertainment District (RAAED) Masterplan

# Reference Document E – Town Branch Culvert System Investigation Study Report

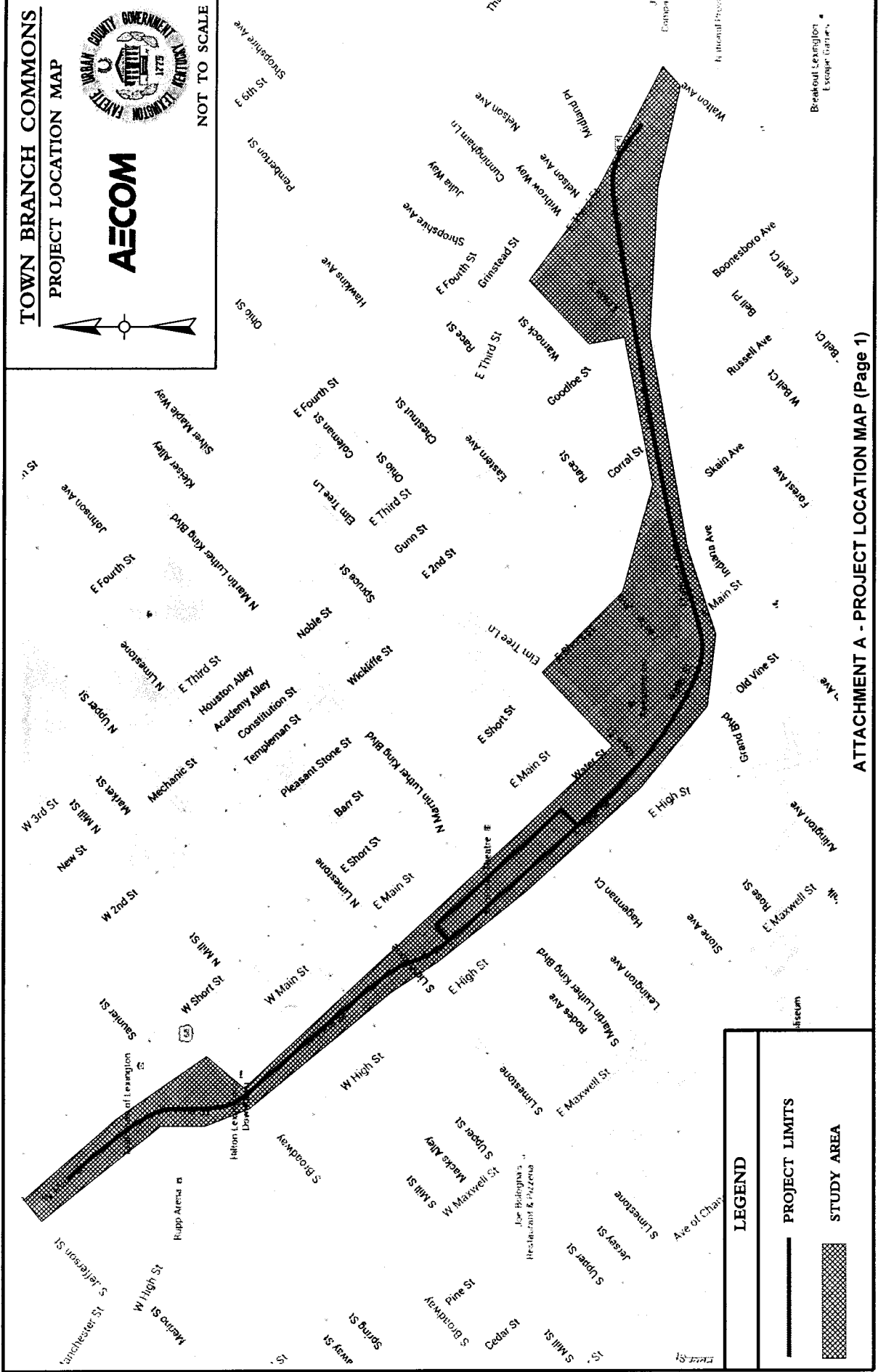


**TOWN BRANCH COMMONS**  
PROJECT LOCATION MAP



**AECOM**

NOT TO SCALE



**LEGEND**

	PROJECT LIMITS
	STUDY AREA

ATTACHMENT A - PROJECT LOCATION MAP (Page 1)



- Midland Avenue Sanitary Sewer Trunk**
- Pipes**
- Not Upsized
  - Proposed New Line
  - Potential Realignment
  - Force Mains
- \* Appendix A SSOs
- Streets
- Major Roads
- Parcel Boundaries
- Manholes
- Major Sewershed
- Pump Stations



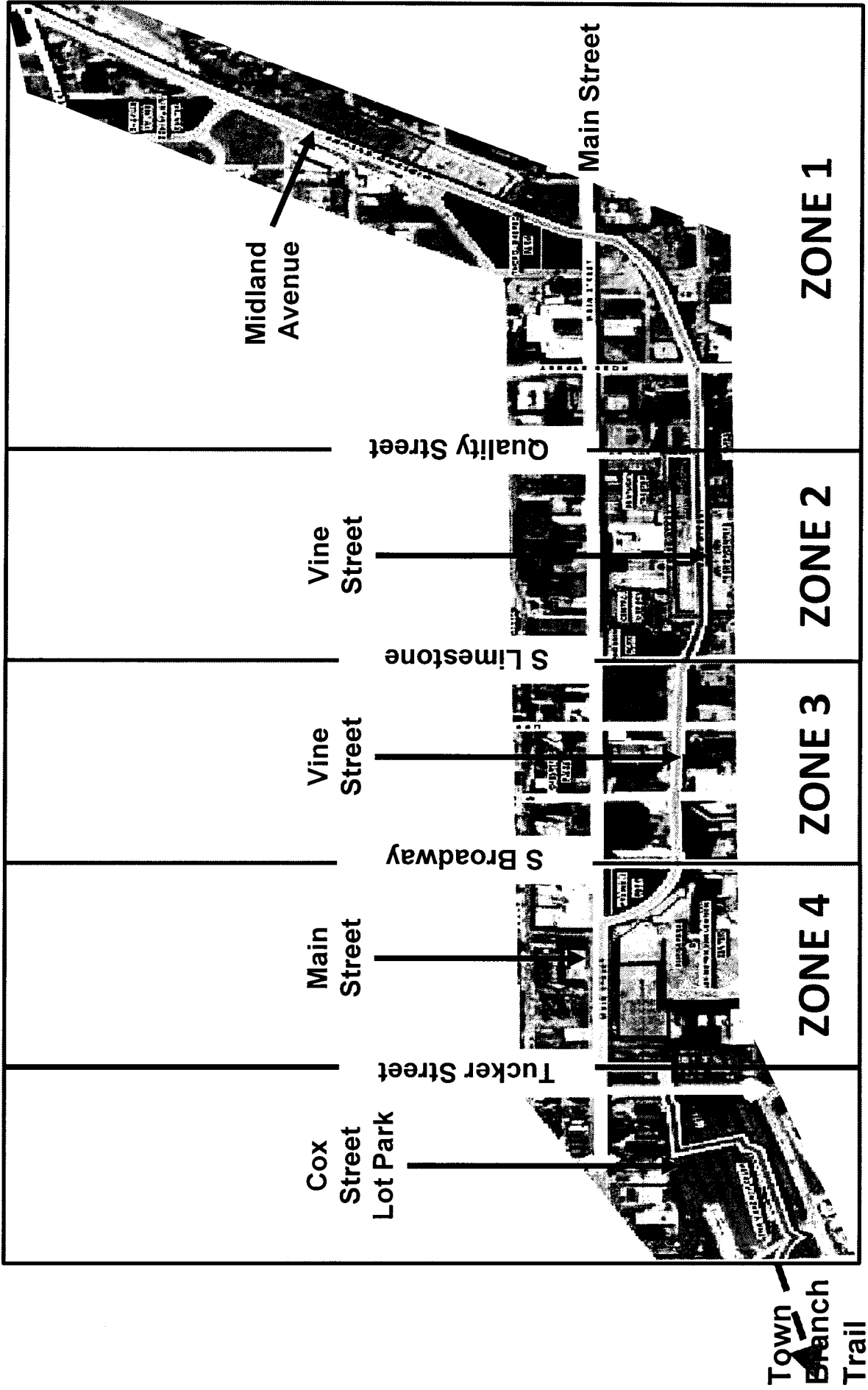
1" = 400'

**G2-TB-10**



ATTACHMENT A - PROJECT LOCATION MAP (Page 2)

# Town Branch Commons Corridor



ATTACHMENT B – PROJECT ZONE MAP (ZONES 1 thru 4)



ATTACHMENT C - PROJECT ZONE MAP

MAYOR JIM GRAY



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #1**

RFP Number: #25-2016

Date: July 26, 2016

Subject: Town Branch Commons Corridor Design Services

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. Posting of pre-proposal meeting sign-in sheet. See attached file "RFP 25-2016 Pre-Proposal Sign In Sheet.pdf".

A handwritten signature in black ink that reads "Todd Slatin".

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



MAYOR JIM GRAY



**LEXINGTON**

TODD SLATIN  
DIRECTOR  
CENTRAL PURCHASING

**ADDENDUM #2**

RFP Number: #25-2016

Date: August 3, 2016

Subject: Town Branch Commons Corridor Design Services

Address inquiries to:  
Todd Slatin  
(859) 258-3320

**TO ALL PROSPECTIVE SUBMITTERS:**

**Please be advised of the following clarifications to the above referenced RFP:**

1. RFQ #25-2016 due date has been extended until Friday August 19<sup>th</sup>, 2016 at 2:00PM.

A handwritten signature in black ink that reads "Todd Slatin".

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: \_\_\_\_\_

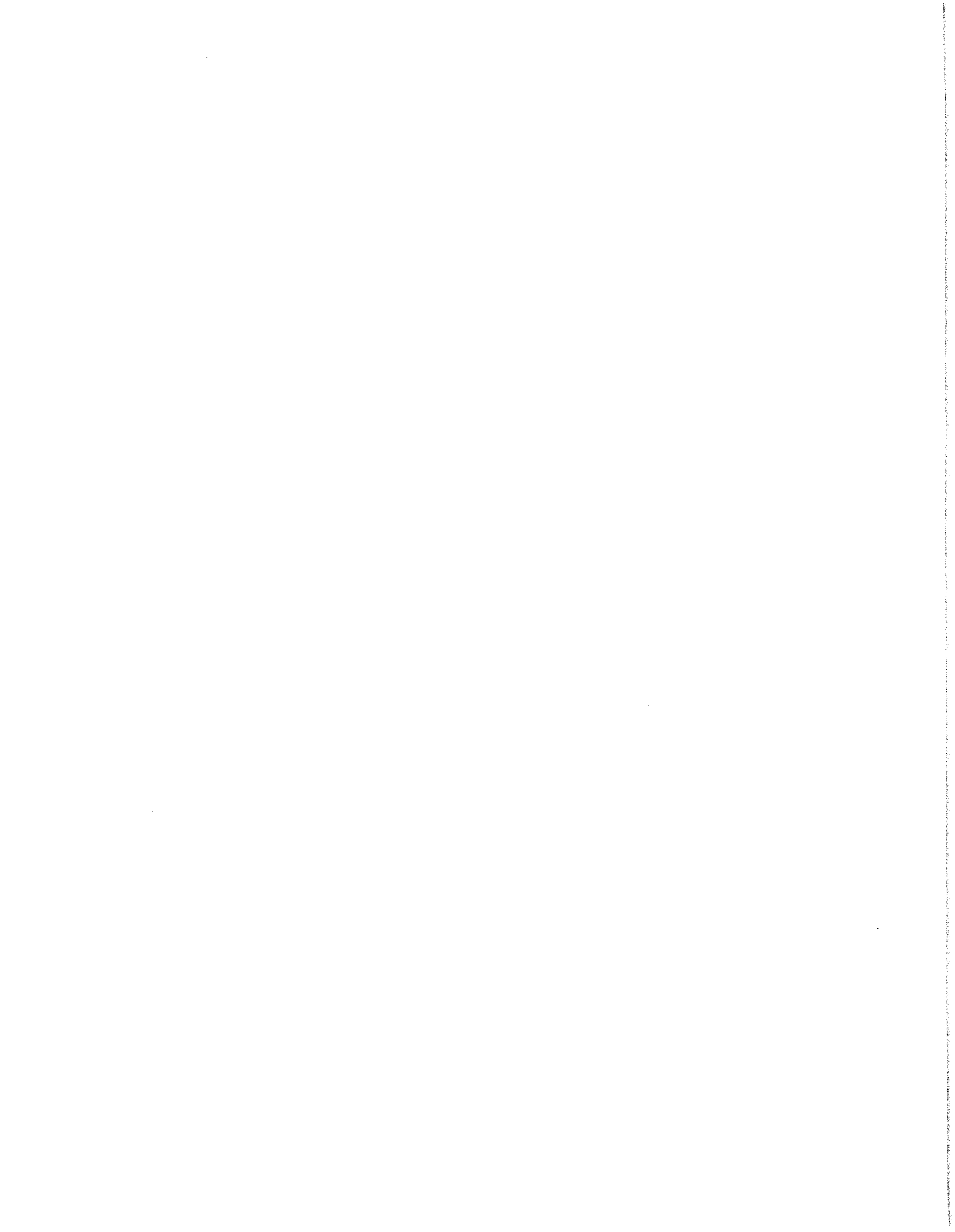
ADDRESS: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_



**EXHIBIT B**

**CERTIFICATE OF INSURANCE**







# CERTIFICATE OF LI

# EXHIBIT B

DATE(MM/DD/YYYY)  
11/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Gresham, Smith and Partners 511 Union Street 1400 Nashville City Center Nashville TN 37219 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Casualty Insurance Co		29424
	<b>INSURER B:</b> Twin City Fire Insurance Company		29459
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER: 570064514340**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20 UUN TW0356	07/01/2016	07/01/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Included
A	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			20 UUN TW0356	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WEAK4351	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Should General Liability policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

<b>CERTIFICATE HOLDER</b>  Lexington-Fayette Urban County Government Attn: David Hollinger 101 E. Vine St. Lexington KY 40507 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location And Description Of Completed  
Operations**

SEE IH1201 1185

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crow Friedman Group A Risk Strategies Company 104 Woodmont Blvd. Nashville, TN 37205  www.risk-strategies.com	<b>CONTACT NAME:</b> Dena Long	
	<b>PHONE (A/C, No, Ext):</b> 615-383-0072	<b>FAX (A/C, No):</b> 615-297-4020
<b>E-MAIL ADDRESS:</b> dlong@crowfriedman.com		<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Gresham Smith and Partners 511 Union Street, Suite 1400 Nashville TN 37219		<b>NAIC #</b> 37885
<b>INSURER A:</b> XL Specialty Insurance Company		<b>INSURER B:</b>
<b>INSURER C:</b>		<b>INSURER D:</b>
<b>INSURER E:</b>		<b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 32911815

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			DPR9807959	8/1/2016	8/1/2017	Each Claim	\$1,000,000
							Annual Aggregate	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GS&P Project No.: 42375.00  
 LFUCG - Town Branch Commons

**CERTIFICATE HOLDER**

42375.00

Lexington-Fayette Urban County Government  
 attn: Jonathan Hollinger  
 101 E. Vine St.  
 Lexington KY 40507

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

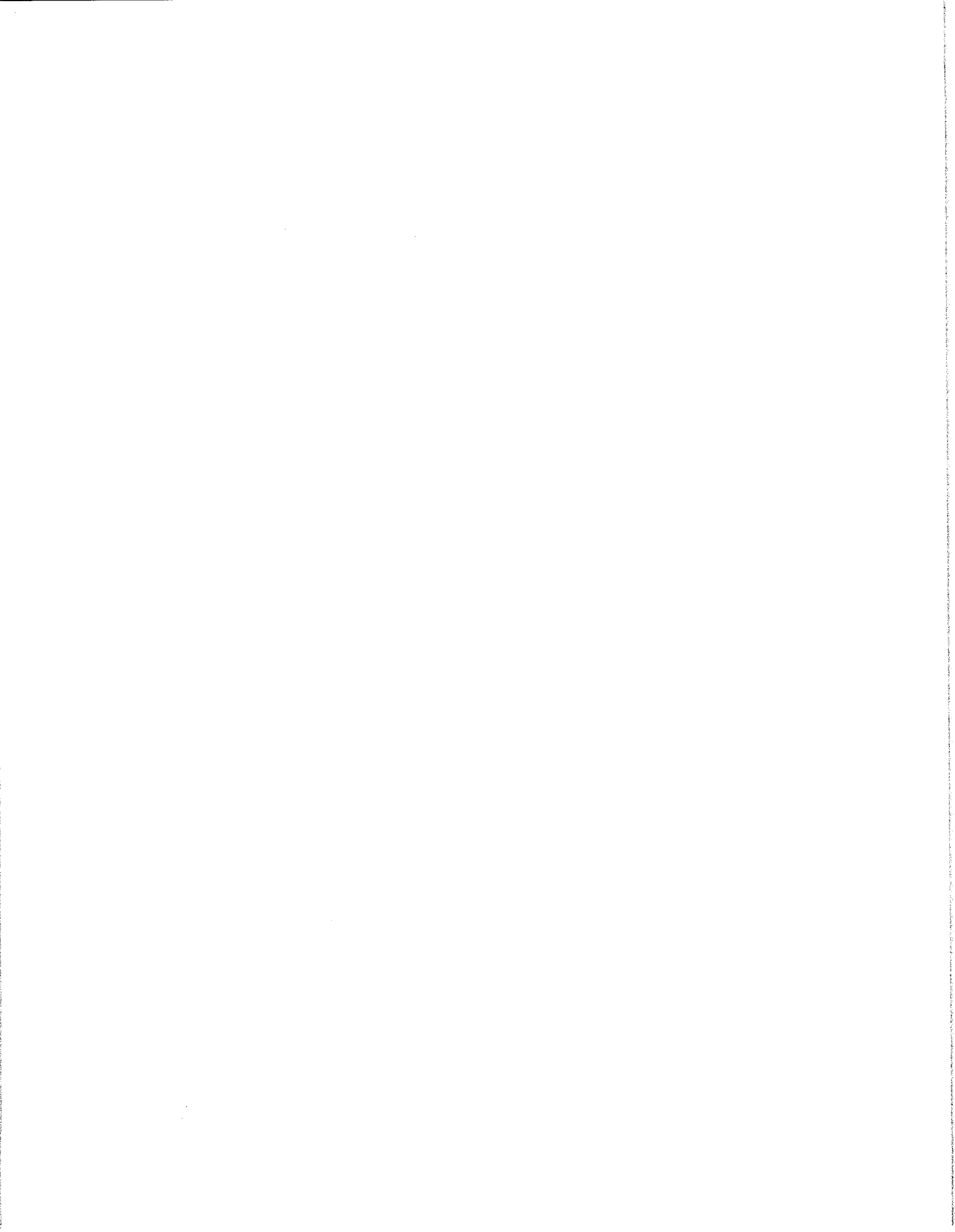
AUTHORIZED REPRESENTATIVE

Michael Christian

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ACORD 25 (2016/03)

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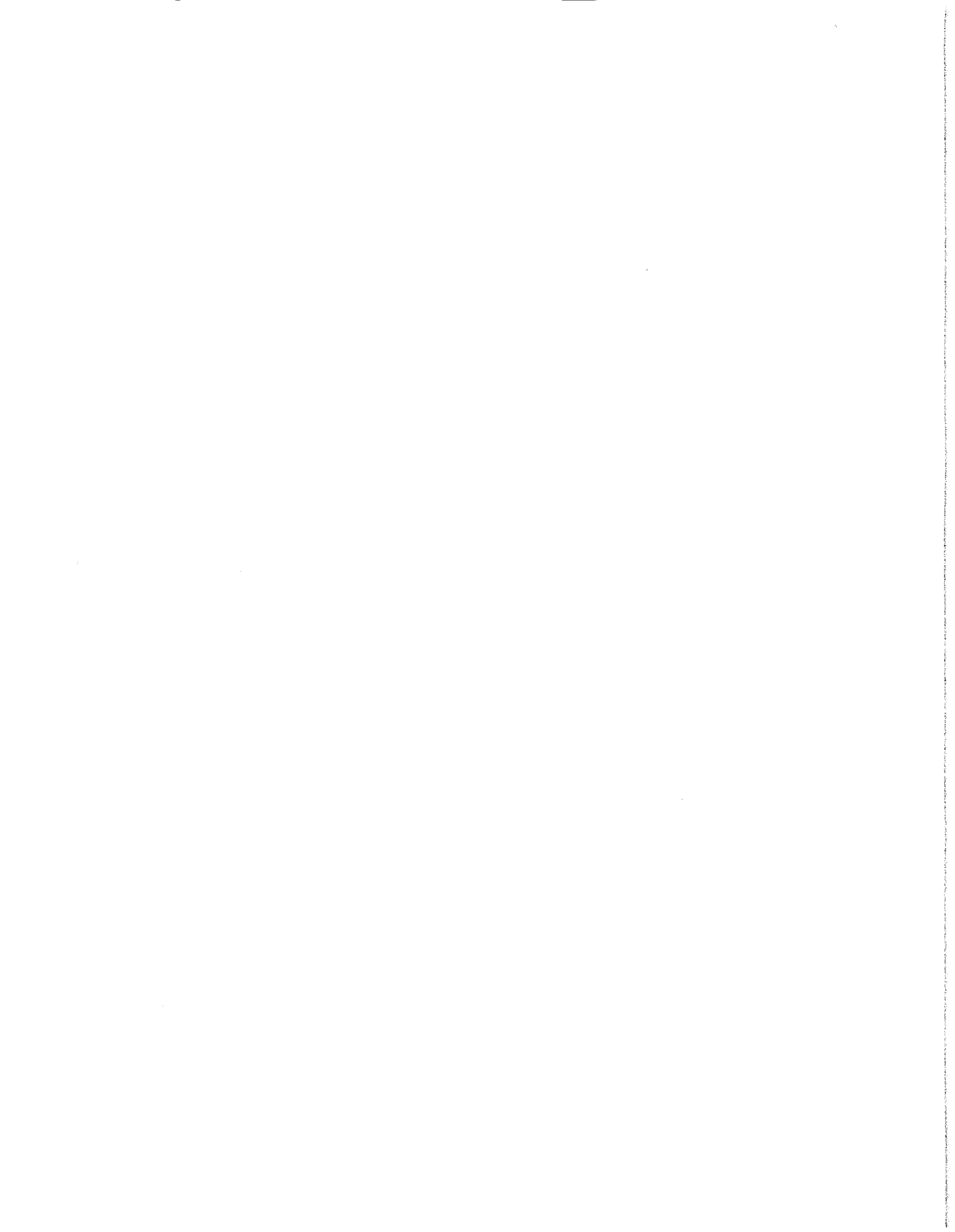
**EXHIBIT C**

**PROPOSAL OF PROFESSIONAL SERVICES  
AND RELATED MATTERS**



**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
PROFESSIONAL SERVICES AND  
RELATED MATTERS**





## EXHIBIT D - FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICES AND RELATED MATTERS

### Project Schedule

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Work Order	Description	Begin	End
1	TBCC - Zone 1	12/9/2016	6/16/2017
2	TBCC - Zone 2	12/9/2016	6/16/2017
3	TBCC - Zone 3,4,7	12/9/2016	6/16/2017
4	TBCC - Project Wide	12/9/2016	6/16/2017
5	Sanitary Sewer/Bioswale	12/9/2016	8/18/2017

### Fee and Scope Documentation

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1. Gresham, Smith and Partners (WO 1,2,3,4)
  - a. Fee Proposal
  - b. Production Work Hours
  - c. Scope Descriptions
2. Strand Associates (WO 4)
  - a. Fee Proposal
  - b. Production Work Hours
  - c. Scope Descriptions
3. Strand Associates (WO 5)
  - a. Fee Proposal
  - b. Production Work Hours
  - c. Scope Descriptions
4. Other Sub Consultants
  - a. Adam Kirk
  - b. BA Engineers
  - c. Cummins Consulting Services
  - d. Element Design

**TRANSPORTATION CABINET**  
**Division of Professional Services**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

COUNTY Fayette  
PROJECT TBCC  
AGREE. NO. \_\_\_\_\_  
MARS NO. \_\_\_\_\_  
ITEM NO. \_\_\_\_\_

FEE CONSIDERATIONS		Man Hours	Average Rate	Estimated Cost
ITEM				
I	SURVEY	0	\$41.12	\$ -
II	LINE AND GRADE	2,044	\$59.69	\$ 122,006
III	RIGHT OF WAY PLANS	0	\$60.83	\$ -
IV	FINAL PLANS	0	\$59.53	\$ -
V	MEETINGS	164	\$63.65	\$ 10,439
VI	PUBLIC INVOLVEMENT	54	\$63.60	\$ 3,434
VII	QA/QC	0	\$71.22	\$ -

TOTALS 2,262 \$ 135,879

LIST OF OTHER DIRECT COSTS

Printing	\$228
Travel	\$0
Meals	\$0
Postage & Freight	\$0
<b>Total</b>	<b>\$228</b>

TOTAL DIRECT PAYROLL	\$ 135,879
OVERHEAD 154.27%	\$ 209,621
PROFIT 15%	\$ 51,825
SUBCONSULTANTS	\$ 514,541
OTHER DIRECT COSTS	\$ 228
COST OF MONEY (0.19%)	\$ 258

SUBCONTRACTORS

BA	\$26,581
Strand Associates (Sanitary + GI)	\$344,154
Strand Associates (Project Wide)	\$59,825
Thelen (Sanitary Geotech)	\$39,096
Adam Kirk Engineering	\$20,760
Cummins Consulting Services	\$12,125
Element	\$12,000

TOTAL PROPOSED FEE \$ 912,352  
SHOP PLANS \_\_\_\_\_

FIRM NAME Gresham Smith and Partners

SIGNATURE \_\_\_\_\_

DATE 12/19/2016

TITLE Principal

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT	
DESC	0.9 miles	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.9		0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.9		0
<b>CONTROL</b>						
4	Horizontal	3	Mile			0
5	Vertical	3	Mile			0
6	Process data	1	Mile			0
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	3	Mile	0.2		0
8	C	1	Mile			0
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	0.2		0
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	3	Acre			0
13	Verify terrain model accuracy	3	Mile			0
14	Tie-ins	3	No.	0		0
15	Drainage situations survey (Bridge)	3	No.			0
16	Drainage situations survey (Culvert)	3	No.			0
17	Drainage pipe section (non-situation size)	3	No.	5		0
18	Flood plain data	3	No.			0
19	Railroad Surveys	3	No.			0
20	Additional necessary DTM data <i>(specify pickup or update)</i>	3	Acre	0.5		0
21	Process data	1	Mile	0.2		0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
23	Field tie property lines/corners	3	Parcel	0		0
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	3	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	3	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	3	No.	12		0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	3	Mile			0
28	Environmental areas	3	No.	0		0
29						0
<b>SURVEY TOTAL</b>						<b>0</b>

## PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT	
DESC	0.9 miles	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

### PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	0.9	24	22
33	Study and develop typical sections	No.	4	2	8
34	Study and develop horizontal alignments	Mile	2.11	34	72
35	Study and develop vertical alignments	Mile	2.11	34	72
36	Create and evaluate proposed roadway models	Mile	2.11	38	80
37	Design entrances	No.	0		0
38	Pre-size pipes (all alternates)	No.	20	2	40
39	Pre-size culverts (all alternates)	No.	0		0
43	Study and development of intersection	No.	10	12	120
45	Plot/print copies of plans for team meeting and inspections	LS	1	16	16
46	Calculate preliminary quantities and develop cost estimates	Alt.	2	24	48
48	Preliminary Right of Way with taking areas	Parcel	15	1	15

#### PRELIMINARY LINE & GRADE MISCELLANEOUS

51a	Engineering Support for Masterplan	LS	1	90	90
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### PRELIMINARY LINE AND GRADE TOTAL

**587**



<b>PRODUCTION-HOUR WORKSHEET</b>		(revised 7/14)
COUNTY	Fayette	PROJECT TYPE
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT
DESC	0.9 miles	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE

<b>PRODUCTION-HOUR WORKSHEET</b>		(revised 7/14)
COUNTY	Fayette	PROJECT TYPE
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT
DESC	0.9 miles	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE

<b>PRODUCTION-HOUR WORKSHEET</b>		(revised 7/14)
COUNTY	Fayette	PROJECT TYPE
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT
DESC	0.9 miles	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE
<b>MEETINGS</b>		
<b>PUBLIC INVOLVEMENT</b>		
<b>QA/QC</b>		



<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)		
COUNTY	Fayette	PROJECT TYPE
ROUTE	Zone 1 Quality St to Midland/3rd	CONSULTANT
DESC	0.9 miles	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE
<b>PRODUCTION-HOUR SUMMARY</b>		
SURVEY TOTAL		0
LINE AND GRADE TOTAL		587
UTILITY COORDINATION TOTAL		0
RIGHT OF WAY PLANS TOTAL		0
FINAL PLANS TOTAL		0
MEETINGS TOTAL		0
PUBLIC INVOLVEMENT TOTAL		0
QA/QC TOTAL		0
<b>GRAND TOTAL</b>		<b>587</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette	PROJECT TYPE				
ROUTE	Zone 2	CONSULTANT				
DESC	Limestone to Quality	REVIEWED BY				
ITEM NO.	0.25 miles	PREPARED BY				
		DATE				
<b>SURVEY</b>						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.25		0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.25		0
<b>CONTROL</b>						
4	Horizontal	3	Mile			0
5	Vertical	3	Mile			0
6	Process data	1	Mile			0
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	3	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	3	Acre			0
13	Verify terrain model accuracy	3	Mile			0
14	Tie-ins	3	No.	0		0
15	Drainage situations survey (Bridge)	3	No.			0
16	Drainage situations survey (Culvert)	3	No.			0
17	Drainage pipe section (non-situation size)	3	No.	5		0
18	Flood plain data	3	No.			0
19	Railroad Surveys	3	No.			0
20	Additional necessary DTM data <i>(specify pickup or update)</i>	3	Acre			0
21	Process data	1	Mile	0.25		0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
23	Field tie property lines/corners	3	Parcel			0
<b>STAKING</b>						
26	Stake core holes - roadway <i>(unit is per core hole)</i>	3	No.	8		0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	3	Mile			0
28	Environmental areas	3	No.			0
29						0
<b>SURVEY TOTAL</b>						<b>0</b>

## PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Zone 2	CONSULTANT	
DESC	Limestone to Quality	REVIEWED BY	
	0.25 miles	PREPARED BY	
ITEM NO.		DATE	

### PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	0.25	24	6
33	Study and develop typical sections	No.	4	2	8
34	Study and develop horizontal alignments	Mile	0.595	24	14
35	Study and develop vertical alignments	Mile	0.595	24	14
36	Create and evaluate proposed roadway models	Mile	0.595	30	18
37	Design entrances	No.	0		0
38	Pre-size pipes (all alternates)	No.	10	2	20
39	Pre-size culverts (all alternates)	No.	0		0
43	Study and development of intersection	No.	5	8	40
45	Plot/print copies of plans for team meeting and inspections	LS	1	8	8
46	Calculate preliminary quantities and develop cost estimates	Alt.	2	12	24
48	Preliminary Right of Way with taking areas	Parcel	19	1	19

**PRELIMINARY LINE & GRADE MISCELLANEOUS**

51a	Engineering Support for Masterplan	LS	1	70	70
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**PRELIMINARY LINE AND GRADE TOTAL**

**245**

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	Fayette	PROJECT TYPE	_____
ROUTE	Zone 2	CONSULTANT	_____
DESC	Limestone to Quality	REVIEWED BY	_____
ITEM NO.	0.25 miles	PREPARED BY	_____
		DATE	_____
<b>UTILITY COORDINATION</b>			
<b>RIGHT OF WAY PLANS</b>			

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	Fayette	PROJECT TYPE	
ROUTE	Zone 2	CONSULTANT	
DESC	Limestone to Quality	REVIEWED BY	
	0.25 miles	PREPARED BY	
ITEM NO.		DATE	

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	Fayette	PROJECT TYPE	_____
ROUTE	Zone 2	CONSULTANT	_____
DESC	Limestone to Quality	REVIEWED BY	_____
	0.25 miles	PREPARED BY	_____
ITEM NO.	_____	DATE	_____

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right; font-weight: normal;">(revised 7/14)</span>			
COUNTY	Fayette _____	PROJECT TYPE	_____
ROUTE	Zone 2 _____	CONSULTANT	_____
DESC	Limestone to Quality _____	REVIEWED BY	_____
ITEM NO.	0.25 miles _____	PREPARED BY	_____
		DATE	_____
<b>MEETINGS</b>			
<b>PUBLIC INVOLVEMENT</b>			

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)		
COUNTY	Fayette	PROJECT TYPE
ROUTE	Zone 2	CONSULTANT
DESC	Limestone to Quality	REVIEWED BY
	0.25 miles	PREPARED BY
ITEM NO.		DATE
<b>PRODUCTION-HOUR SUMMARY</b>		
SURVEY TOTAL		<b>0</b>
LINE AND GRADE TOTAL		<b>245</b>
RIGHT OF WAY PLANS TOTAL		<b>0</b>
MEETINGS TOTAL		<b>0</b>
PUBLIC INVOLVEMENT TOTAL		<b>0</b>
QA/QC TOTAL		<b>0</b>
<b>GRAND TOTAL</b>		<b>245</b>



# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	TBC	CONSULTANT	
DESC	Zone 3, 4, 7	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	1.2		0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1.2		0
<b>CONTROL</b>						
4	Horizontal	3	Mile			0
5	Vertical	3	Mile			0
6	Process data	1	Mile			0
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	3	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	3	Acre			0
13	Verify terrain model accuracy	3	Mile			0
14	Tie-ins	3	No.	0		0
15	Drainage situations survey (Bridge)	3	No.			0
16	Drainage situations survey (Culvert)	3	No.			0
17	Drainage pipe section (non-situation size)	3	No.	5		0
18	Flood plain data	3	No.			0
19	Railroad Surveys	3	No.	0		0
20	Additional necessary DTM data <i>(specify pickup or update)</i>	3	Acre			0
21	Process data	1	Mile	1.2		0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Verify property lines/corners	3	Parcel	0		0
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	3	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	3	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	3	No.	6		0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	3	Mile			0
28	Establish utility areas	3	Mile			0
29						0
<b>SURVEY TOTAL</b>						<b>0</b>

## PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	TBC	CONSULTANT	
DESC	Zone 3, 4, 7	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

### PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	1.2	24	29
33	Study and develop typical sections	No.	14	2	28
34	Study and develop horizontal alignments	Mile	2.745	34	93
35	Study and develop vertical alignments	Mile	2.745	34	93
36	Create and evaluate proposed roadway models	Mile	2.745	38	104
37	Design entrances	No.	0		0
38	Pre-size pipes (all alternates)	No.	10	2	20
39	Pre-size culverts (all alternates)	No.	0		0
43	Study and development of intersection	No.	11	12	132
45	Plot/print copies of plans for team meeting and inspections	LS	1	16	16
46	Calculate preliminary quantities and develop cost estimates	Alt.	2	24	48
48	Preliminary Right of Way with taking areas	Parcel	19	1	19

**PRELIMINARY LINE & GRADE MISCELLANEOUS**

51a	Engineering Support for Materplan	LS	1	100	100
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**PRELIMINARY LINE AND GRADE TOTAL**

**686**

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right; font-weight: normal;">(revised 7/14)</span>						
COUNTY	Fayette	PROJECT TYPE	_____			
ROUTE	TBC	CONSULTANT	_____			
DESC	Zone 3, 4, 7	REVIEWED BY	_____			
ITEM NO.	_____	PREPARED BY	_____			
		DATE	_____			
<b>UTILITY COORDINATION</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>UTILITY COORDINATION TOTAL</b>						<b>0</b>
<b>RIGHT OF WAY PLANS</b>						

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	<u>Fayette</u>	PROJECT TYPE	_____
ROUTE	<u>TBC</u>	CONSULTANT	_____
DESC	<u>Zone 3, 4, 7</u>	REVIEWED BY	_____
	_____	PREPARED BY	_____
ITEM NO.	_____	DATE	_____

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	Fayette _____	PROJECT TYPE	_____
ROUTE	TBC _____	CONSULTANT	_____
DESC	Zone 3, 4, 7 _____	REVIEWED BY	_____
ITEM NO.	_____	PREPARED BY	_____
		DATE	_____

<b>PRODUCTION-HOUR WORKSHEET</b>		(revised 7/14)
COUNTY	Fayette	PROJECT TYPE
ROUTE	TBC	CONSULTANT
DESC	Zone 3, 4, 7	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE
<b>MEETINGS</b>		
<b>PUBLIC INVOLVEMENT</b>		
<b>QA/QC</b>		

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)		
COUNTY	Fayette	PROJECT TYPE
ROUTE	TBC	CONSULTANT
DESC	Zone 3, 4, 7	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE
<b>PRODUCTION-HOUR SUMMARY</b>		
SURVEY TOTAL		0
LINE AND GRADE TOTAL		686
UTILITY COORDINATION TOTAL		0
RIGHT OF WAY PLANS TOTAL		0
FINAL PLANS TOTAL		0
MEETINGS TOTAL		0
PUBLIC INVOLVEMENT TOTAL		0
QA/QC TOTAL		0
<b>GRAND TOTAL</b>		<b>686</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	<u>Fayette</u>	PROJECT TYPE	_____
ROUTE	<u>Vine/Midland</u>	CONSULTANT	_____
DESC	<u>TBCC</u>	REVIEWED BY	_____
ITEM NO.	_____	PREPARED BY	_____
		DATE	_____
<b>SURVEY</b>			



<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)					
COUNTY	Fayette	PROJECT TYPE			
ROUTE	Vine/Midland	CONSULTANT			
DESC	TBCC	REVIEWED BY			
ITEM NO.		PREPARED BY			
		DATE			
<b>PRELIMINARY LINE AND GRADE</b>					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proce	Intersection	14	22	308
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	14	11	154
44	Study and develop maintenance of traffic plan	LS	1		0
47	Revise plans and estimates	LS	1		0
49	Prepare Design Executive Summary	LS	1	40	40
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	1	24	24
<b>PRELIMINARY LINE AND GRADE TOTAL</b>					<b>526</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette	PROJECT TYPE	_____			
ROUTE	Vine/Midland	CONSULTANT	_____			
DESC	TBCC	REVIEWED BY	_____			
ITEM NO.	_____	PREPARED BY	_____			
	_____	DATE	_____			
<b>UTILITY COORDINATION</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	3		0
<b>UTILITY COORDINATION TOTAL</b>						<b>0</b>
<b>RIGHT OF WAY PLANS</b>						

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right; font-weight: normal;">(revised 7/14)</span>			
COUNTY	Fayette	PROJECT TYPE	_____
ROUTE	Vine/Midland	CONSULTANT	_____
DESC	TBCC	REVIEWED BY	_____
ITEM NO.	_____	PREPARED BY	_____
		DATE	_____
<b>FINAL PLAN PREPARATION</b>			

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	<u>Fayette</u>	PROJECT TYPE	_____
ROUTE	<u>Vine/Midland</u>	CONSULTANT	_____
DESC	<u>TBCC</u>	REVIEWED BY	_____
	_____	PREPARED BY	_____
ITEM NO.	_____	DATE	_____

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette	PROJECT TYPE				
ROUTE	Vine/Midland	CONSULTANT				
DESC	TBCC	REVIEWED BY				
ITEM NO.		PREPARED BY				
		DATE				
<b>MEETINGS</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	4	No.	1	8	32
153	Misc. project coordination meetings	3	No.	14	2	84
154	Project Kickoff	3	No.	1	16	48
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			0
156	Constructability Review		LS			0
<b>MEETINGS TOTAL</b>						<b>164</b>
<b>PUBLIC INVOLVEMENT</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
161	Prepare for Advisory Committee/Officials Meeting		No.	10		0
162	Attend Technical Committee Meetings	1	No.	10	3	30
163	Prepare for Public Meetings/Hearings		No.	2		0
164	Attend Public Meetings/Hearings	2	No.	2	6	24
166	Property owner coordination		No.	10		0
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167						0
168						0
169						0
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>54</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)		
COUNTY	Fayette	PROJECT TYPE
ROUTE	Vine/Midland	CONSULTANT
DESC	TBCC	REVIEWED BY
ITEM NO.		PREPARED BY
		DATE
<b>PRODUCTION-HOUR SUMMARY</b>		
<b>SURVEY TOTAL</b>		<b>0</b>
<b>LINE AND GRADE TOTAL</b>		<b>526</b>
<b>UTILITY COORDINATION TOTAL</b>		
<b>RIGHT OF WAY PLANS TOTAL</b>		<b>0</b>
<b>FINAL PLANS TOTAL</b>		<b>0</b>
<b>MEETINGS TOTAL</b>		<b>164</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>		<b>54</b>
<b>QA/QC TOTAL</b>		<b>0</b>
<b>GRAND TOTAL</b>		<b>744</b>

**CLASSIFICATIONS AND PERCENTAGES**

COUNTY Fayette  
 CONSULTANT GRESHAM, SMITH AND PARTNERS  
 PROJECT TBCC  
 ITEM NO. \_\_\_\_\_  
 DATE 12/19/2016

POSITION	SURVEY		PRELIMINARY LINE AND GRADE		RIGHT OF WAY PLANS		FINAL PLANS		MEETINGS		PUBLIC INVOLVEMENT		QA/QC		
	CERTIFIED RATE	ITEM I	ITEM II	ITEM III	ITEM IV	ITEM V	ITEM VI	ITEM VII	ITEM I	ITEM II	ITEM III	ITEM IV	ITEM V	ITEM VI	ITEM VII
Principal	84.13	\$0.00	0.00%	\$12.62	15.00%	\$4.21	5.00%	\$8.41	10.00%	\$12.62	15.00%	\$12.62	15.00%	\$28.04	33.33%
Project Manager	63.78	\$0.00	0.00%	\$12.76	20.00%	\$12.76	20.00%	\$15.95	25.00%	\$12.76	20.00%	\$19.13	30.00%	\$21.26	33.33%
Senior Project Engineer	65.75	\$0.00	0.00%	\$16.44	25.00%	\$32.88	50.00%	\$19.73	30.00%	\$9.86	15.00%	\$19.73	30.00%	\$21.92	33.33%
Project Engineer	48.48	\$4.85	10.00%	\$9.70	20.00%	\$4.85	10.00%	\$7.27	15.00%	\$4.85	10.00%	\$12.12	25.00%	\$0.00	0.00%
Senior Technician	40.87	\$4.09	10.00%	\$8.17	20.00%	\$6.13	15.00%	\$8.17	20.00%	\$4.09	10.00%	\$0.00	0.00%	\$0.00	0.00%
Survey Crew	40.22	\$32.18	80.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Senior Structural Engineer	64.9	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$19.47	30.00%	\$0.00	0.00%	\$0.00	0.00%
<b>TOTAL</b>		\$41.12	100.00%	\$59.69	100.00%	\$60.83	100.00%	\$59.53	100.00%	\$63.65	100.00%	\$63.60	100.00%	\$71.22	100.00%

OVERHEAD 154.27%  
 COST OF MONEY (0.19%)

### TBCC Expenses

	8.5x11 BW \$0.15	11x17 BW Print \$0.45	22x36 Final Prints (each) \$0.90
PL&G Plans (Roll Plots)			
Traffic Report	500	300	
	\$75.00	\$135.00	\$0.00

	11x17 Full Color (each) \$1.50	Full Color Roll Displays (sq ft) \$7.00
Public Meeting displays (2 displays @ 51 sq ft each)		
Visualizations (Photo-Realistic)	\$12.00	
R/W Info Mtg Handout (300 handout @ 6 shts/set)		
	\$18.00	\$0.00

<b>Total Printing Cost =</b>	<b>\$228.00</b>
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	Car Miles \$0.47	Truck Miles \$0.60
Rate: (per mile)		
Survey Visit		
Project Visit		
	\$0.00	\$0.00

<b>Total Milage Cost=</b>	<b>\$0.00</b>
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	Breakfast \$7.00	Lunch \$8.00	Dinner \$15.00
Rate: (each)			
2 Visits 2 people			
10 Visits 4 people			
11 Visits 3 people			
	\$0.00	\$0.00	\$0.00

<b>Total Meal Cost =</b>	<b>\$0</b>
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	Average Price/Package \$12.00	Number Packages
Postage & Freight		
	<b>Total Postage &amp; Freight Cost =</b>	<b>\$0</b>



County: Fayette  
Consultant: Gresham, Smith and Partners  
Project: TBCC  
Item No:  
Date: 12/19/2016  
**Payout Schedule**

Note: Pay schedule may change once project schedule has been re-established

# DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)  
**SURVEY**

## RECONNAISSANCE

- 1 Control (existing)**  
A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.
- 3 Drainage - (sink holes, streams, pipes, etc.)**  
Identify drainage features that may require consideration in design and that are necessary to be documented on the plans. Attempt to find inlets/junctions outside of survey area provided by AECOM.

## CONTROL

## PLANIMETRIC SURVEY

- 7 Planimetric location**  
Locate and/or identify all necessary planimetric features. On projects with aerial photogrammetry available this would require only identification of planimetric features and pick-up of areas not covered by the available photogrammetry, if required. For Phase 2 design this would be for the update of the topography due to new or changed planimetric features since the original survey or aerial photogrammetry was obtained. It should be noted on the production-hour form the extent of work required, for example, complete, pick-up or update.  
Pickup gap in survey from Midland at Third to Walton Ave, estimated length 0.2 miles.
- 11 Process data**  
Process all necessary data to produce a planimetric map and submit electronic files to the designer.

## TERRAIN SURVEY

- 14 Tie-ins**  
Field verification of all field data necessary for tying of project to existing features pavements etc. Include all road approaches. Entrances are not generally required and will only be performed if specifically directed by the LFUCG Project Manager.  
  
Not Used.
- 17 Drainage pipe section (non-situation size)**  
Obtain all necessary field data to define the accuracy of the existing flowlines and inlet and outlet location and elevations of cross drains.  
*Note: Does not include entrance pipes.*  
Assume 5 pipes
- 20 Additional necessary DTM data**

Collect other necessary data to produce an accurate digital terrain model (obscured areas, field checked areas, areas needing greater accuracy, etc.).

Pickup additional area on the west side of Midland Ave in potential GI area adjacent to roadway.

**21 Process data**

Process all pertinent data necessary to generate digital terrain models and submit electronic files to the designer.

**ESTABLISH PROPERTY LINES & OWNERSHIP**

**22 Contact & Interview Property Owners**

Not Used

**23 Field tie property lines/corners**

Not Used

**STAKING**

**26 Stake core holes - roadway**

Stake or locate all geotechnical borings required for geotechnical soil/rock analysis and process data.

Defer to final design as necessary *NOTE: The unit is per individual core hole.*

**SURVEY MISCELLANEOUS**

**28 Environmental areas**

Locate and identify areas and feature that may be considered environmental issues and includes processing data.

Not Required

**29 Reserved for additional miscellaneous survey items required**

**PRELIMINARY LINE AND GRADE**

**30 Computer setup**

Load and organize project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system; the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

**31 Prepare existing manuscripts**

Reviewing existing manuscript, if provided from aerial photogrammetry, and modifying any items that need to be corrected in order to conform to current KYTC CADD standards. Incorporate any additional topography picked up by field survey. Depict locations of all existing utility facilities. Manipulation/addition of text and notes identifying topography, planimetrics, drainage structures and utilities. Addresses shall be shown for all parcels, if requested.

Incorporate LIDAR data to inform drainage area delineation and provide details outside of provided survey.

Incorporate CADD files produced by Scape, review and adjust as necessary to build preliminary and final PL&G roll plot deliverables. It is assumed that this will be an iterative process throughout the corridor, assumed effort for this item is two iterations per block as master plan is finalized and coordinated with the roadway and intersection designs.

### **32 Establish approximate property lines and ownership**

Using field evidence and research documentation, such as plats and PVA records, establish approximate existing right of way and property lines and denote the property ownership, parcel numbers and lines on the plans.

This information is being provided by AECOM. No effort for this item.

### **33 Study and develop typical sections**

Study, develop, and document all necessary typical sections (including alternatives) for the mainline and all other roadways, including creating the Inroads roadway templates for each roadway.

In lieu of creating Inroads templates this effort will create 2d templates of roadway section to be utilized to verify roadway width. Two mainline typical sections will be evaluated on two (2) alignments four (4) total mainline typical sections will be evaluated. No approach typical sections will be evaluated. Approach typical sections will be developed in final design as necessary.

Area design behind the curb will be provided by Scape and coordinated with bike/ped design team in line 51a to verify horizontal and vertical location of path and other elements. It is assumed that the sidewalk/bike facility, bio-swales, and other border elements will vary relative to the roadway alignment throughout the length of the project.

### **34 Study and develop horizontal alignments**

Study, develop and document the alternate horizontal alignments including approaches. Generate the necessary graphics depicting the proposed alternative, including disturbed limits, drainage structures, etc.

Project team will coordinate with Scape team to develop a horizontal alignment for the project. Assume one alignment will be produced, however two iterations will be analyzed as the alignment is refined during design process.

Project will utilize a baseline rather than centerline to evaluate the geometry of the proposed curb improvements.

2 Vine Street/Midland Alignments (0.9 mi each)

#### Major Cross Roads

Quality, Rose (2), Main (2), Third, Midland Pl (assume 0.025 mi each for a total of 0.175 mi)

#### Minor Cross Roads

Old Vine, Water (2), Grand, Short, Corral, 2<sup>nd</sup>, Shropshire, Lewis (assume 0.015 mi each for a total of 0.135)

Total Horizontal Alignment = 2.11 miles

### **35 Study and develop vertical alignments**

Study, develop and document the vertical alignments for each horizontal alignment.

Based on horizontal alternatives developed vertical alignment will be created to insure proper drainage is maintained along the roadway. Side streets will be evaluated to insure smooth connections to existing curb lines. Entrances are not included in this item.

Use alignment list above, total length 2.11 miles.

### **36 Create and evaluate proposed roadway models**

Create, review, modify and finalize the proposed roadway model for each roadway and alternative, including creating the required cut/fill to create the roadway model. Includes depiction of critical cross sections, as discussed in the Predesign Conference.

Model will be created on the boundary conditions only, no roadway model will be created.

Based on Scape schematic layout, the design team will create a model for area outside of the curb to develop disturbed limits and evaluate bio-swale locations.

*Note: This would include the various iterations and adjustments required to complete an alternative due to earthwork balancing, intersection sight distance and alignment refinement.*

### **37 Design entrances**

Tie roadway radius into existing entrance; assume entrance type, width and grade to remain the same

Every effort will be made in this phase to minimize disturbance to existing entrances. No consideration for entrance profile will be completed at this time, project team assumes that some entrance profiles will need to be revisited in final design.

### **38 Pre-size pipes**

Determine preliminary diameter, length, and end treatment for each drainage pipe.

It is anticipated that some modification to the surface water drainage system will be necessary. New pipes will be connected to existing structures. No evaluation of the existing system is included.

Assume 20 pipes

### **39 Pre-size culverts**

Determine preliminary size, length, and end treatment for each culvert.

Not used. PLG analysis could lead to modification of crossing culverts, this analysis will be deferred to final design.

### **43 Study and development of intersection**

Study, develop and document preliminary intersection layouts including appropriate capacity analysis, if required, for each intersection. Intersections to be studied will be identified in the Predesign Conference.

Develop 10 intersections based on block by block analysis provided by Scape team and project team traffic analysis. One alternative developed but assume two iterations as design is finalized.

*Note: The specific scope of work and methodology of analysis will be determined at the Predesign Conference.*

Midland/3<sup>rd</sup> Street  
 Midland/Lewis  
 Midland Shropshire  
 Midland/2<sup>nd</sup> Street  
 Midland /Corral  
 Midland/Short Street  
 Midland/Vine/Main  
 Vine/Water Street  
 Stub Road between Vine Street and Water Street  
 Vine/Rose

**45 Plot/print plans for meetings and inspections**

Plot and/or print plans, profiles, drawing, cross sections, schematics, etc. for meetings, inspections or upon request.

*Note: The number of sets of prints for meetings and inspections shall be determined at the Predesign Conference.*

**46 Calculate preliminary quantities and develop cost estimates**

Develop and document cost estimates for each alternate, including calculating preliminary quantities for each alternative. Includes development of a preliminary pavement design, to be reviewed by the LFUCG Project Manager, to use in calculating preliminary pavement quantities. This should include estimating utility relocations costs as a result of the highway project and examination of those costs relative to the road construction costs.

Project team to develop two cost estimates in coordination with Scape team. First estimate at a very early stage to help guide material selection and maintain project budget. Final estimate at will be completed just prior to the PLG meeting taking into account all proposed finishes and conceptual design elements. Item includes coordination time with Scape to finalize material palette to be used on each section.

**48 Preliminary Right of Way with taking areas**

Layout preliminary Right of Way and calculate approximate Right of Way taking areas from each parcel, for each alternate. Document the areas of taking for each alternate and depict the preliminary Right of Way and easements on the plans.

Assume 15 parcels may be impacted.

**51a Engineering Support for Masterplan**

Provide Engineering support for Program Management team and LFUCG in the development of the Corridor Masterplan that will include the following:

- Horizontal Bike Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Horizontal Pedestrian Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Provide Traffic Engineering: Provide a summary of potential modal conflicts to be addressed in final design at each intersection.
- Provide comments and general direction to the block by block planning level design for recommended bio swale location and depth, hydrology/drainage issues, and modal interactions that will need additional evaluation in Phase 2 detailed design
- Coordinate the translation of corridor concept(s) built in the block by block design masterplan provided by the Program Management team to schematic engineering dialog and deliverables including:

- Coordinate this project with the adjacent park plans
- Trail system linkages

1 Lump Sum

**51-55 Reserved for additional miscellaneous PL&G items required**

## **UTILITY COORDINATION**

### **RIGHT OF WAY**

**No items used**

To be discussed in phase 2 negotiation.

### **FINAL PLAN PREPARATION**

**No items used**

To be discussed in phase 2 negotiation.

### **MEETINGS**

See project wide item list.

# DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)  
SURVEY

## RECONNAISSANCE

- 1 Control (existing)**  
A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.
- 3 Drainage - (sink holes, streams, pipes, etc.)**  
Identify drainage features that may require consideration in design and that are necessary to be documented on the plans.

## CONTROL

## PLANIMETRIC SURVEY

## TERRAIN SURVEY

- 14 Tie-ins**  
Field verification of all field data necessary for tying of project to existing features pavements etc. Include all road approaches. Entrances are not generally required and will only be performed if specifically directed by the LFUCG Project Manager.
- 17 Drainage pipe section (non-situation size)**  
Obtain all necessary field data to define the accuracy of the existing flowlines and inlet and outlet location and elevations of cross drains.  
*Note: Does not include entrance pipes.*  
Assume 5
- 21 Process data**  
Process all pertinent data necessary to generate digital terrain models and submit electronic files to the designer.

## ESTABLISH PROPERTY LINES & OWNERSHIP

- 22 Contact & Interview Property Owners**  
Not used
- 23 Field tie property lines/corners**  
Locate all monuments (rebars, pins, etc.) and other evidence of property lines (fences, tree lines, drains, etc.).  
AECOM or Phase II activity

## STAKING



**26 Stake core holes - roadway**

Stake or locate all geotechnical borings required for geotechnical soil/rock analysis and process data.

Defer to final design as necessary

*NOTE: The unit is per individual core hole.*

**SURVEY MISCELLANEOUS****28 Environmental areas**

Locate and identify areas and feature that may be considered environmental issues and includes processing data.

Not Used

**29 Reserved for additional miscellaneous survey items required****PRELIMINARY LINE AND GRADE****30 Computer setup**

Load and organize project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system; the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

**31 Prepare existing manuscripts**

Reviewing existing manuscript, if provided from aerial photogrammetry, and modifying any items that need to be corrected in order to conform to current KYTC CADD standards. Incorporate any additional topography picked up by field survey. Depict locations of all existing utility facilities. Manipulation/addition of text and notes identifying topography, planimetrics, drainage structures and utilities. Addresses shall be shown for all parcels, if requested.

Incorporate LIDAR data to inform drainage area delineation and provide details outside of provided survey.

Incorporate CADD files produced by Scape, review and adjust as necessary to build preliminary and final roll plot deliverables. It is assumed that this will be an iterative process throughout the corridor, assumed effort for this item is two iterations per block as master plan is finalized and coordinated with the roadway and intersection designs.

**32 Establish approximate property lines and ownership**

Using field evidence and research documentation, such as plats and PVA records, establish approximate existing right of way and property lines and denote the property ownership, parcel numbers and lines on the plans.

This information is being provided by AECOM. No effort for this item.

**33 Study and develop typical sections**

Study, develop, and document all necessary typical sections (including alternatives) for the mainline and all other roadways, including creating the Inroads roadway templates for each roadway.

In lieu of creating Inroads templates this effort will create 2d templates of roadway section to be utilized to verify roadway width. Two mainline typical sections will be evaluated on with two (2) alignments four (4) total mainline typical sections will be evaluated. No approach typical sections will be evaluated. Approach typical sections will be developed in final design as necessary.

Area design behind the curb will be provided by Scape and coordinated with bike/ped design team in line 51a to verify horizontal and vertical location of path and other elements. It is assumed that the sidewalk/bike facility, bio-swales, and other border elements will be completely independent from the roadway alignment in this Phase I effort.

### **34 Study and develop horizontal alignments**

Study, develop and document the alternate horizontal alignments including approaches. Generate the necessary graphics depicting the proposed alternative, including disturbed limits, drainage structures, etc.

Project team will coordinate with Scape team to develop a horizontal alignment for the project. Assume one alignment will be produced, however two iterations will likely be necessary as the alignment is refined during design process.

Project will utilize a baseline rather than centerline to evaluate the geometry of the proposed curb improvements.

Vine Street 0.25 mi

Major Cross Road, Limestone, assume 0.025 mi each approach, use 0.05 mi

Minor Cross Road, 3 alley access points 0.015 mi each, use 0.045

Total horizontal alignment 0.595 mi.

### **35 Study and develop vertical alignments**

Study, develop and document the vertical alignments for each horizontal alignment.

Based on horizontal alternatives developed vertical alignment will be created to insure proper drainage is maintained along the roadway. Side streets will be evaluated to insure smooth connections to existing curb lines. Entrances are not included in this item.

See alignment list above, total length 0.595 miles

### **36 Create and evaluate proposed roadway models**

Create, review, modify and finalize the proposed roadway model for each roadway and alternative, including creating the required cut/fill to create the roadway model. Includes depiction of critical cross sections, as discussed in the Predesign Conference.

Model will be created on the boundary conditions only, no roadway model will be created. Assume two iterations of the boundary conditions.

Based on Scape schematic layout, the design team will create a model for area outside of the curb to develop disturbed limits and evaluate bio-swale locations.

*Note: This would include the various iterations and adjustments required to complete an alternative due to earthwork balancing, intersection sight distance and alignment refinement.*

### **37 Design entrances**

Determine approximate location, grade, width and type of entrance and depict on the plans of the

preliminary alternatives.

Tie roadway radius into existing entrance: assume entrance type, width and grade to remain the same

Every effort will be made in this phase to minimize disturbance to existing entrances. No consideration for entrance profile will be completed at this time, project team assumes that some entrance profiles will need to be revisited in final design.

**38 Pre-size pipes**

Determine preliminary diameter, length, and end treatment for each drainage pipe.

It is anticipated that some modification to the surface water drainage system will be necessary. New pipes will be connected to existing structures. No evaluation of the existing system is included

Assume 10 pipes

**39 Pre-size culverts**

Determine preliminary size, length, and end treatment for each culvert.

Not used. PLG analysis could lead to modification of crossing culverts, this analysis will be deferred to final design.

**42 Study and development of interchange**

Not used

**43 Study and development of intersection**

Study, develop and document preliminary intersection layouts including appropriate capacity analysis, if required, for each intersection. Intersections to be studied will be identified in the Predesign Conference.

Develop five (5) intersections based on block by block analysis provided by Scape team and project team traffic analysis. One alternative developed but assume two iterations as design is finalized.

*Note: The specific scope of work and methodology of analysis will be determined at the Predesign Conference.*

5 Intersections:

Vine/Quality

Vine/ Ayers

Vine at proposed LexTran Crossing

Vine/Hernando

Vine/Limestone

**45 Plot/print plans for meetings and inspections**

Plot and/or print plans, profiles, drawing, cross sections, schematics, etc. for meetings, inspections or upon request.

*Note: The number of sets of prints for meetings and inspections shall be determined at the Predesign Conference.*

**46 Calculate preliminary quantities and develop cost estimates**

Develop and document cost estimates for each alternate, including calculating preliminary

quantities for each alternative. Includes development of a preliminary pavement design, to be reviewed by the LFUCG Project Manager, to use in calculating preliminary pavement quantities. This should include estimating utility relocations costs as a result of the highway project and examination of those costs relative to the road construction costs.

Project team to develop two cost estimates in coordination with Scape team. First estimate at a very early stage to help guide material selection and maintain project budget. Final estimate at will be completed just prior to the PLG meeting taking into account all proposed finishes and conceptual design elements. Item includes coordination time with Scape to finalize material palette to be used on each section.

#### **48 Preliminary Right of Way with taking areas**

Layout preliminary Right of Way and calculate approximate Right of Way taking areas from each parcel, for each alternate. Document the areas of taking for each alternate and depict the preliminary Right of Way and easements on the plans.

Appears to be 19 potential parcels bordering the corridor.

#### **51a Engineering Support for Masterplan**

Provide Engineering support for Program Management team and LFUCG in the development of the Corridor Masterplan that will include the following:

- Horizontal Bike Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Horizontal Pedestrian Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Provide Traffic Engineering: Provide a summary of potential modal conflicts to be addressed in final design at each intersection.
- Identify potential options to provide vertical connection from Vine (Karst Commons) to MLK.
- Provide comments and general direction to the block by block planning level design for recommended bio swale location and depth, hydrology/drainage issues, and modal interactions that will need additional evaluation in Phase 2 detailed design
- Coordinate the translation of corridor concept(s) built in the block by block design masterplan provided by the Program Management team to schematic engineering dialog and deliverables including:
  - Coordinate this project with the adjacent park plans
  - Trail system linkages

1 Lump Sum

### **51b UTILITY COORDINATION**

Not used

## **RIGHT OF WAY**

Not used, to be discussed in phase 2 negotiation.

## **FINAL PLAN PREPARATION**

Not used, to be discussed in phase 2 negotiation.

## **MEETINGS**

See project wide item list.

# DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)  
SURVEY

## RECONNAISSANCE

- 1 Control (existing)**  
A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.
- 2 Utilities (data gathering, identification & contact)**  
Not used
- 3 Drainage - (sink holes, streams, pipes, etc.)**  
Identify drainage features that may require consideration in design and that are necessary to be documented on the plans.

## CONTROL

## PLANIMETRIC SURVEY

## TERRAIN SURVEY

- 12 DTM data collection**  
Not used
- 13 Verify terrain model accuracy**  
Not used
- 14 Tie-ins**  
Field verification of all field data necessary for tying of project to existing features pavements etc. Include all road approaches. Entrances are not generally required and will only be performed if specifically directed by the LFUCG Project Manager.  
Already completed
- 17 Drainage pipe section (non-situation size)**  
Obtain all necessary field data to define the accuracy of the existing flowlines and inlet and outlet location and elevations of cross drains.  
*Note: Does not include entrance pipes.*  
  
Assume 5
- 19 Railroad Surveys**  
Assume AECOM will provide standard KYTC railroad Survey with high rail, drainage, milepost etc.
- 21 Process data**  
Process all pertinent data necessary to generate digital terrain models and submit electronic files to the designer.

## **ESTABLISH PROPERTY LINES & OWNERSHIP**

### **23 Field tie property lines/corners**

Locate all monuments (rebars, pins, etc.) and other evidence of property lines (fences, tree lines, drains, etc.).

AECOM or Phase II

## **STAKING**

### **26 Stake core holes - roadway**

Stake or locate all geotechnical borings required for geotechnical soil/rock analysis and process data.

Eliminate, make a phase 2 activity.

*NOTE: The unit is per individual core hole.*

## **SURVEY MISCELLANEOUS**

### **27 Determine Roadway Elevations (Crown and EP)**

Not used

### **28 Environmental areas**

Locate and identify areas and feature that may be considered environmental issues and includes processing data.

None or Phase II

### **29 Reserved for additional miscellaneous survey items required**

## **PRELIMINARY LINE AND GRADE**

### **30 Computer setup**

Load and organize project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system; the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

### **31 Prepare existing manuscripts**

Reviewing existing manuscript, if provided from aerial photogrammetry, and modifying any items that need to be corrected in order to conform to current KYTC CADD standards. Incorporate any additional topography picked up by field survey. Depict locations of all existing utility facilities. Manipulation/addition of text and notes identifying topography, planimetrics, drainage structures and utilities. Addresses shall be shown for all parcels, if requested.

Incorporate LIDAR data to inform drainage area delineation and provide details outside of provided survey.

Incorporate CADD files produced by Scape, review and adjust as necessary to build preliminary and final PL&G roll plot deliverables. It is assumed that this will be an iterative process throughout the corridor, assumed effort for this item is two iterations per block as master plan is finalized and coordinated with the roadway and intersection designs.

### **32 Establish approximate property lines and ownership**

Using field evidence and research documentation, such as plats and PVA records, establish approximate existing right of way and property lines and denote the property ownership, parcel

numbers and lines on the plans.

This information is being provided by AECOM. No effort for this item.

### 33 Study and develop typical sections

Study, develop, and document all necessary typical sections (including alternatives) for the mainline and all other roadways, including creating the Inroads roadway templates for each roadway.

#### Zone 3 & 4

In lieu of creating Inroads templates this effort will create 2d templates of roadway section to be utilized to verify roadway width. Four mainline typical sections will be evaluated on two (2) alignments eight (8) total mainline typical sections will be evaluated. No approach typical sections will be evaluated. Approach typical sections will be developed in final design as necessary.

Area design behind the curb will be provided by Scape and coordinated with bike/ped design team in line 51a to verify horizontal and vertical location of path and other elements. It is assumed that the sidewalk/bike facility, bio-swales, and other border elements will vary relative to the roadway alignment throughout the length of the project.

#### Zone 7

Roadway Typical sections will be developed for this zone of the project. Project team will develop two typical section alternatives for the roadway and trail in this zone.

#### Newtown Pike Typical Sections

Three typical sections along Newtown Pike, 6 typical sections required for two alignments needed.

14 Total Typical sections

### 34 Study and develop horizontal alignments

Study, develop and document the alternate horizontal alignments including approaches. Generate the necessary graphics depicting the proposed alternative, including disturbed limits, drainage structures, etc.

#### Zone 3&4

Project team will coordinate with Scape team to develop a horizontal alignment for the project. Assume one alignment will be produced, however two iterations will likely be necessary as the alignment is refined during design process.

Project will utilize a baseline rather than centerline to evaluate the geometry of the proposed curb improvements.

#### Zone 7

Project team will develop conventional centerline (2 Alternates) for consideration.

Vine Street, 0.5 mi – Two alternates use 1.0 mi

Newtown Pike, 0.7 mi. – Two alternates use 1.4 mi

#### Major Cross Street



Main, Broadway, Mill, Upper, Main, Short, 2<sup>nd</sup>, 3<sup>rd</sup>, 4th – use 0.025 each side of Vine (12x0.025=0.3)

Minor Cross Street

Algonquin, Tucker, Maryland Ave – Use 0.015 mi each approach (3x0.015=0.045mi)

Total alignment 2.745 mi.

**35 Study and develop vertical alignments**

Study, develop and document the vertical alignments for each horizontal alignment.

Zone 3&4

Based on horizontal alternatives developed vertical alignment will be created to insure proper drainage is maintained along the roadway. Side streets will be evaluated to insure smooth connections to existing curb lines. Entrances are not included in this item.

Zone 7

Develop two vertical alignments for the Newtown Pike section of the project.

Use alignment breakdown above, total length 2.745 miles.

**36 Create and evaluate proposed roadway models**

Create, review, modify and finalize the proposed roadway model for each roadway and alternative, including creating the required cut/fill to create the roadway model. Includes depiction of critical cross sections, as discussed in the Predesign Conference.

Zone 3&4

Model will be created on the boundary conditions only, no roadway model will be created.

Based on Scape schematic layout, the design team will create a model for area outside of the curb to develop disturbed limits and evaluate bio-swale locations.

Zone 7

Project team will develop typical roadway model for evaluation of alternatives.

*Note: This would include the various iterations and adjustments required to complete an alternative due to earthwork balancing, intersection sight distance and alignment refinement.*

**37 Design entrances**

Tie roadway radius into existing entrance: assume entrance type, width and grade to remain the same

Every effort will be made in this phase to minimize disturbance to existing entrances. No consideration for entrance profile will be completed at this time, project team assumes that some entrance profiles will need to be revisited in final design.

**38 Pre-size pipes**

Determine preliminary diameter, length, and end treatment for each drainage pipe.

It is anticipated that some modification to the surface water drainage system will be necessary. New pipes will be connected to existing structures. No evaluation of the existing system is

included.

Assume 10 pipes

**39 Pre-size culverts**

Determine preliminary size, length, and end treatment for each culvert.

Not used. PLG analysis could lead to modification of crossing culverts, this analysis will be deferred to final design.

**43 Study and development of intersection**

Study, develop and document preliminary intersection layouts including appropriate capacity analysis, if required, for each intersection. Intersections to be studied will be identified in the Predesign Conference.

Develop 11 intersections based on block by block analysis provided by Scape team and project team traffic analysis. One alternative developed but assume two iterations as design is finalized.

*Note: The specific scope of work and methodology of analysis will be determined at the Predesign Conference.*

Total of 11 Intersections

Vine/Upper

Vine/South Mill

Vine/Broadway

Vine/Main/Algonquin

Main/Jefferson

Main/Newtown

Newtown/Short Street

Newtown/ 2<sup>nd</sup> street

Newtown/Maryland Ave

Newtown / 3<sup>rd</sup> Street

Newtown/ 4<sup>th</sup> Street

**45 Plot/print plans for meetings and inspections**

Plot and/or print plans, profiles, drawing, cross sections, schematics, etc. for meetings, inspections or upon request.

*Note: The number of sets of prints for meetings and inspections shall be determined at the Predesign Conference.*

**46 Calculate preliminary quantities and develop cost estimates**

Develop and document cost estimates for each alternate, including calculating preliminary quantities for each alternative. Includes development of a preliminary pavement design, to be reviewed by the LFUCG Project Manager, to use in calculating preliminary pavement quantities. This should include estimating utility relocations costs as a result of the highway project and examination of those costs relative to the road construction costs.

Project team to develop two cost estimates in coordination with Scape team. First estimate at a very early stage to help guide material selection and maintain project budget. Final estimate at will be completed just prior to the PLG meeting taking into account all proposed finishes and conceptual design elements. Item includes coordination time with Scape to finalize material palette to be used on each section.

**48 Preliminary Right of Way with taking areas**

Layout preliminary Right of Way and calculate approximate Right of Way taking areas from each parcel, for each alternate. Document the areas of taking for each alternate and depict the preliminary Right of Way and easements on the plans.

19 Parcels

**51a Engineering Support for Masterplan**

Provide Engineering support for Program Management team and LFUCG in the development of the Corridor Masterplan that will include the following:

- Horizontal Bike Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Horizontal Pedestrian Alignment: Review and comment on alternatives to the block by block planning level documents prepared by the Program Management team
- Provide Traffic Engineering: Provide a summary of potential modal conflicts to be addressed in final design at each intersection.
- Provide comments and general direction to the block by block planning level design for recommended bio swale location and depth, hydrology/drainage issues, and modal interactions that will need additional evaluation in Phase 2 detailed design
- Coordinate the translation of corridor concept(s) built in the block by block design masterplan provided by the Program Management team to schematic engineering dialog and deliverables including:
  - Coordinate this project with the adjacent park plans
  - Trail system linkages

1 Lump Sum

**51b**

**51-55 Reserved for additional miscellaneous PL&G items required**

## UTILITY COORDINATION

### RIGHT OF WAY

Not used, to be discussed in phase 2 negotiation.

## FINAL PLAN PREPARATION

Not used, to be discussed in phase 2 negotiation.

# MEETINGS

See project wide item list.

# DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)

## PRELIMINARY LINE AND GRADE

**41a Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedures)**

Conduct and document traffic engineering analysis for each roadway section and each major intersection, using the appropriate Highway Capacity Manual/Highway Capacity (HCM/HCS) procedures. This analysis will determine the appropriate lane configuration to meet the desired performance of the roadway. Production hours will be based on the number of intersections for the project. Roadway lengths between intersections will be considered incidental to the overall analysis.

**Zone 1 – Five (5) Intersections:**

- Midland at 3<sup>rd</sup> Street
- Midland at Shropshire (also conduct traffic signal warrant analysis)
- Midland at Short Street (analyze for possible signal); reference previous study from KYTC
- Midland/Vine and Main Street
- Vine Street at Rose Street

**Zone 2 – Three (3) Intersections:**

- Vine at Quality
- Vine at proposed Lextran Pedestrian Crossing
- Vine at Limestone

**Zones 3/4/7 – Six (6) Intersections:**

- Vine/Upper
- Vine/South Mill
- Vine/Broadway
- Vine/Main/Algonquin (possible intersection or pedestrian signal w/ removal of ped overpass)
- Main/Jefferson
- Main/Newtown Pike

*Note: If yoke removal is studied, the Main/Broadway intersection will also need to be included as a 7<sup>th</sup> intersection.*

The following tasks will be required for the Basic Traffic Analysis in EACH of the Zones:

- Collect EXISTING traffic data (all modes) along corridor for background conditions:
  - o ADTs
  - o TMCs
  - o Crashes
  - o Speeds
- Confirm KYTC/LFUCG approval of new recommended count locations
- Conduct new ADT counts as required
- Conduct new TMC counts as required
- Conduct speed studies to determine existing speed conditions along the corridor
- Conduct crash analysis

- Organize all data for input into analysis software
- Obtain and Validate Base Synchro Model from LFUCG
- Obtain and Verify Signal phasing and Signal timing from LFUCG
- Verify EXISTING pavement utilization: lane widths and configuration
- Review MPO Travel Demand Model to determine 2020 corridor traffic projections with updated street system
- Determine corridor development/redevelopment by 2020 and modify/balance corridor traffic volumes.
- Conduct Basic LOS/QOS analysis for all intersections noted above, by mode. Each analysis will include existing conditions and any alternative traffic lane, bike lane and geometric configurations approved in the Predesign Conference:

*Note: Final Number of major intersections to be analyzed in each Zone, along with appropriate analysis scenarios and roadway sections will be determined and documented at the Predesign Conference.*

#### **41b Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)**

Conduct and document traffic engineering analysis for each roadway section and each major intersection, using micro-simulation. This analysis will evaluate the ability of the project to operate as a comprehensive system. Production hours will be based on the number of major intersections on the project. Analysis should account for roadway lengths and minor intersections along the approaches to the major intersections.

The advanced micro-simulation analysis limits will be from Main/Newtown to Midland/3<sup>rd</sup> and include the fourteen (14) major intersections as listed above in the Basic Traffic Analysis. If the Vine Street yoke removal is selected as an alternative to evaluate, the Main/Broadway intersection will need to be added, creating a total of fifteen (15) intersections to evaluate.

The following tasks will be required for the Advanced Traffic Analysis in EACH of the Zones:

- Meet with KYTC/LFUCG to review Basic Traffic Analysis findings and set assumptions, goals and MOE's for Micro-Simulation. This meeting will also addressed the proposed queue jump application at the transit center.
- Conduct Advanced Micro-Simulation Analysis. Micro-simulation will be used to evaluate up to three (3) alternatives for the corridor from Main/Newtown Pike to Midland/3<sup>rd</sup>. Simulation will be used to ensure that options evaluated at individual intersections can operate in concert with one another.
- Estimate Network Diversion for each alternative evaluated (Manual process)
- Conduct Speed Management Analysis
- Conduct Crash/Safety Analysis for All Modes
- Prepare draft findings/recommendations report for through lanes, turn lanes, bike lanes, lane widths, and other functional corridor design features within the traveled way.
- Submit report to KYTC & LFUCG for review
- Present report at meeting with KYTC/LFUCG to discuss findings, conclusions and preliminary recommendations.
- Modify report as required
- Submit final report to KYTC & LFUCG

#### **44 Study and develop maintenance of traffic plan**

Study, develop and document alternative traffic control plans including construction phasing and/or detour routes.

**47 Revise plans and estimates**

Revise plans and estimates as directed from reviews and inspections. Upon completion of the Preliminary Line and Grade Inspection, the Consultant shall incorporate all significant comments into the preliminary plans and submit the revised plans and electronic files to the LFUCG Project Manager.

Final design estimates to be submitted as part of final design submittal.

**49 Prepare Design Executive Summary**

Prepare and submit Design Executive Summary, including all necessary documentation, location map, typicals, etc.

We anticipate one DES for the project.

**50 Develop/document "Avoidance Alternatives to Water Related Impacts"**

Prepare documentation concerning all blue line streams as denoted on topographic quad maps.

We anticipate one Avoidance Document (Two Alternatives)

**56 Utility Coordination Meeting**

Hold a Utility Coordination Meeting for all utility companies identified within the project corridor, as well as KYTC utility and design staff. The intent of this type of meeting is to identify critical conflicts and easement needs, discuss avoidance possibilities, consider relocation placements and costs, phasing and schedule, and identify Quality Level A or Quality Level B location needs. This meeting shall take place prior to the joint inspection but for complex projects and projects with a prevalence of utilities, it is recommended to hold at least two meetings.

AECOM team handling all utility coordination, design team will not be responsible for utility coordination.

## MEETINGS

**150 Preliminary line and grade inspection**

Preparation and attendance by the project engineer and others, if necessary, to the preliminary line and grade inspection and preparation of the inspection report.

We anticipate one PL&G meeting for the entire corridor: 4 attendees

**153 Misc. project coordination meetings**

Attendance by the project engineer and others, if necessary, to any project coordination meetings scheduled by the Project Manager.

We anticipate most meetings will be project driven rather than individual Zone driven. This unit establishes a pool of meetings for the entire project.

14 meetings with 3 attendees

**154 Project Kickoff/~~Design Charrette~~**

Project kickoff with full design team

*Note: This item will occur during the Predesign Conference and will not be paid for. The entire time by project engineer will be used for this purpose.*

**157-159 Reserved for additional miscellaneous Meeting items required**

## PUBLIC INVOLVEMENT

*Note: The level of Public Involvement shall be discussed in the Predesign Conference and documented in the minutes.*

**161 Prepare for advisory committee/officials meetings**

Preparation and delivery of all necessary materials (project plans, photographs, exhibits, maps, handouts, etc.) to facilitate advisory committee and local officials meetings.

*Removed during negotiation.*

**162 Attend advisory committee/officials meetings**

Attendance by the project engineer and others, if necessary, to the required meetings and preparation of the meeting minutes.

We anticipate all advisory committee meetings to be project based rather than Zone based. This item establishes a pool of meetings for this task.

Assume 10 Meetings with 1 attendee

**163 Prepare for public meetings/hearings**

Preparation and delivery of all necessary materials (project plans, photographs, exhibits, maps, handouts, etc.) to facilitate public meetings/hearings.

*Item removed during negotiation.*

**164 Attend public meetings/hearings**

Attendance by the project engineer and others, if necessary, to the public meeting.

We anticipate all public meetings to be project based rather than Zone based. This item establishes a pool of meetings for this task.

Assume 2 Meetings with 2 attendees

**166 Property owner coordination**

Coordination with property owners with respect to project impacts.

*Note: The specific extent of property owner coordination will be determined at the Predesign Conference.*

Property owner meetings will be specific to each property. This item will be utilized for the entire corridor.

*Item removed during negotiation.*

**167-169 Reserved for additional miscellaneous Public Involvement items required**







## PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Eayette	PROJECT TYPE	
ROUTE	Vine/Midland	CONSULTANT	Strand Associates
DESC	TBCC	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	12/8/2016

### PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	14	3	42
<b>PRELIMINARY LINE &amp; GRADE MISCELLANEOUS</b>					
51	Engineering Support for masterplan	LS	1	120	120
52					0

**PRELIMINARY LINE AND GRADE TOTAL 162**

### MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	1	No.	1	8	8
153	Misc. project coordination meetings	2	No.	14	2	56
154	Project Kickoff/Design Charette	2	No.	1	16	32
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			0
156	Construction Review		LS			0

**MEETINGS TOTAL 96**

### PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
161	Prepare for Advisory Committee/Officials Meeting	0	No.	10		0
162	Attend Technical Committee Meeting	1	No.	10	2	20
163	Prepare for Public Meetings/Hearings	0	No.	2		0
164	Attend Public Meetings/Hearings	2	No.	2	6	24
166	Property Owner Coordination	0	No.	10		0

**PUBLIC INVOLVEMENT MISCELLANEOUS**

167						0
168						0
169						0

**PUBLIC INVOLVEMENT TOTAL 44**

### PRODUCTION-HOUR SUMMARY

<b>LINE AND GRADE TOTAL</b>	<b>162</b>
<b>MEETINGS TOTAL</b>	<b>96</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>	<b>44</b>
<b>GRAND TOTAL</b>	<b>302</b>

# STRAND - TBCC ITEMS DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)

## PRELIMINARY LINE AND GRADE

### 41b Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)

Provide consulting support on recent planning, design, and construction for prior downtown streetscape project to help inform traffic and roadway planning considerations for Town Branch Commons (TBCC).

### 51 Engineering support for masterplan

Provide general engineering support including review and technical collaboration on tasks to be completed by both Scape and GSP for proposed corridor improvements for TBCC sections 1, 2, 3, and 4 based on prior experience relating to issues with utility conflicts, drainage concerns, and prior construction projects.

## MEETINGS

### 150 Preliminary line and grade inspection

Preparation for and attendance at the PL&G meeting.

### 151 Design Charette

Preparation for and attendance at the design charrette for two people.

*Scope item removed and replaced with Item 154*

### 153 Miscellaneous Project Team coordination meetings

Attend up to fourteen bi-weekly coordination meetings with two design team representatives to review and discuss progress and collaborate on corridor master planning and design with Program Manager (AECOM) and Scape.

### 154 Project Kickoff/Design Charrette

Preparation for and attendance at the design charrette with two design team representatives for meeting to be led and facilitated by AECOM/Scape.

*This item replaces item 151*

### 155 Utility Coordination Meeting

*Scope item removed.*

## PUBLIC INVOLVEMENT

**161 Weekly Project Team Meetings**

*Scope item removed.*

**162 Attend Technical Committee meetings**

Attend up to ten Technical Committee meetings to review and discuss corridor planning and design considerations with one design team representative.

*This item modified based on scope negotiation. This also replaces previous item 162 Executive Briefings (support/update only)*

**163 Technical Committee Meetings (support/update only)**

*Scope item removed.*

**164 Attend Public Meetings/Hearings**

Attend two Public Meetings/Hearings to support community outreach efforts led by AECOM/Scape. Based on the scope negotiation discussion it is assumed that all presentation materials and meeting preparations will be provided by others.

*Scope item modified to reflect LFUCG's desired design team involvement with public meetings/hearings. This item also replaces previous item 164 - Stakeholder Committee Support, which is not required based on the scope negotiation.*

**166 Public/Stakeholder Meetings (12 Meetings)**

Preparation for and attendance by one person at public/stakeholder meeting.

*Scope item removed and replaced with modified Item 164.*

COUNTY  
 CONSULTANT  
 PROJECT  
 ITEM NO.

Fayette County  
 Strand Associates, Inc.  
 Town Branch Commons

CLASSIFICATIONS AND PERCENTAGES

Based on rates from: 7/1/2016  
 Escalation Rate: 2.83%  
 Estimated Contract Date: 10/14/2016  
 Estimated Completed Date: 10/2/2017  
 Estimated Midpoint: 4/8/2017  
 Period(s): 0.77  
 Factor: 2.18%

POSITION	ESCALATED		SURVEY		SCHEMATIC DESIGN (30%)		DESIGN DEVELOPMENT (75%)		FINAL PLANS		TBCC PRELIMINARY LINE AND GRADE		TBCC MEETINGS		TBCC PUBLIC INVOLVEMENT		
	AVERAGE	RATE	ITEM A	ITEM B	ITEM C	ITEM D	ITEM E	ITEM F	ITEM G	ITEM E	ITEM F	ITEM G	ITEM F	ITEM G	ITEM F	ITEM G	
Senior Project Manager	\$73.37	\$74.97	\$14.99	\$18.74	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99	\$14.99
Project Engineer/PLS	\$45.97	\$46.97	\$23.49	\$23.49	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79	\$18.79
Senior Technician	\$39.60	\$40.46	\$10.12	\$8.09	\$10.12	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09	\$8.09
Engineer-In-Training	\$30.84	\$31.51	\$0.00	\$0.00	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
Office Production	\$31.02	\$31.70	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58	\$1.58
TOTAL			\$50.18	\$51.90	\$48.63	\$45.87	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73	\$65.73



# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	
ROUTE		CONSULTANT	Strand Associates
DESC	SANITARY SEWER RELOCATION and BIOSWALE - ZONE 1	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	12/8/2016

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.6		0
2	Utilities - (data gathering, identification & contact)	1	No.	9		0
3	Drainage - (sink holes, streams, pipes, etc.)	2	Mile	0.6		0
<b>CONTROL</b>						
4	Horizontal	3	Mile			0
5	Vertical	3	Mile			0
6	Process data	4	Mile			0
<b>PLANIMETRIC and TERRAIN SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	3	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	4	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	4	Mile			0
12	DTM data collection	3	Acre			0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
13	Contact & Interview Property Owners	1	Parcel			0
14	Field tie property lines/corners	3	Parcel			0
<b>STAKING</b>						
15	Stake sanitary sewer centerlines segments	3	Mile			0
16	Stake core holes - structures <i>(unit is per structure)</i>	3	No.	10		0
17	Stake core holes - roadway <i>(unit is per core hole)</i>	3	No.			0
<b>SURVEY MISCELLANEOUS</b>						
18	Sanitary sewer situation survey (lateral connection realignment)	3	No.	10		0
19	Review CCTV data for service connections/update survey base	1	LS	1	36	36
20	Drainage situation survey for bioswale source water supply	3	No.	4		0
21	Property owner notifications	2	No.	5	2	20
<b>SURVEY TOTAL</b>						<b>56</b>



# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	EAYETTE	PROJECT TYPE	
ROUTE		CONSULTANT	Strand Associates
DESC	SANITARY SEWER RELOCATION and BIOSWALE - ZONE 1	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	12/8/2016

## SCHEMATIC DESIGN (30%)

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>SANITARY SEWER</b>						
22	Computer setup		LS	1	16	16
23	Study and develop horizontal alignments (2 Alts.)		Miles	1.2	50	60
24	Study and develop vertical alignments (2 Alts.)		Miles	1.2	50	60
25	Generate 30% sanitary sewer plan sheets (1"=20')		Sheet	14	8	112
26	Generate 30% sanitary sewer profile sheets (1"=20')		Sheet	14	8	112
27	<del>Study hydraulic capacity requirements</del>		LS	4	0	0
28	Study and develop lateral sewer connection relocations		No.	20	4	80
29	Complete trunk sewer hydraulic design and evaluation (2 Alts.)		LS	1	40	40
30	<del>Evaluate and determine pipe materials of construction</del>		LS	4	0	0
31	Evaluate typical sections through parallel bioswale segments		LS	1	24	24
32	<del>Summarize KIA requirements in outline form</del>		LS	4	0	0
33	<del>Study and develop maintenance of traffic plan approach narrative</del>		LS	4	0	0
34	Plot/print copies of plans for team meeting and inspections		LS	1	12	12
35	Calculate preliminary quantities and develop cost estimates		Alt.	2	12	24
36	Preliminary easement locations with taking areas		Parcel	5	4	20
37	Prepare draft Basis of Design Memorandum		LS	1	32	32
38	Request Peak Hydraulic Capacity Memorandum from LFUCG		LS	1	4	4
39	Submit plans for 30% DWQ review		LS	1	12	12
40	Request RMP technical specifications and standard drawings		LS	1	4	4
41	30% review meeting with DWQ	2	No.	1	12	24
<b>BIOSWALE</b>						
42	Conduct field reconnaissance and refine GI opportunity analysis		LS	1	84	84
43	<del>Correlate findings with Scape concept plan alternatives</del>		No.	3	0	0
44	<del>Review land use, zoning and development plans for adjacent properties</del>		LS	4	0	0
45	Evaluate options for source water supply alternatives		No.	4	24	96
46	<del>Prepare written narrative to document source water use considerations</del>		LS	4	0	0
47	<del>Conduct basic hydrologic analysis for alternative water supply sources</del>		No.	4	0	0
48	Develop preliminary sizing criteria for bioswale alternates (2 Alts./block)		LS	1	64	64
49	Study and develop bioswale design alternatives and aesthetic treatments		LS	1	60	60
50	<del>Review and evaluate private property impacts/mitigation</del>		LS	4	0	0
51	Evaluate subsurface design considerations		LS	1	12	12
52	<del>Develop plant material listing with outline O&amp;M requirements</del>		LS	4	0	0
53	Generate schematic engineering drawings of the bioswale		LS	1	60	60
54	Plot/print copies of plans for team meeting and inspections		LS	1	8	8
55	Calculate preliminary quantities and develop cost estimates (2 Alts.)		LS	1	32	32
56	<del>Preliminary easement locations with taking areas</del>		Parcel	12	0	0
57	Prepare draft Basis of Design Memorandum		LS	1	40	40
58	<del>Prepare color rendered schematic drawing for bioswale alternates</del>		No.	4	0	0
59	<del>Develop outline technical specification list</del>		LS	4	0	0
60	Submit plans for 30% review meeting		LS	1	8	8
61	30% Review meeting with DWQ	2	No.	1	12	24
62	Miscellaneous project coordination meetings (DWQ/KIA)	2	No.	2	0	0
63	Utility Coordination Meeting	2	No.	3	0	0
64	KIA environmental documentation submittal and review		LS	4	0	0
65						
<b>SCHEMATIC DESIGN (30%) TOTAL</b>						<b>1124</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	
ROUTE		CONSULTANT	Strand Associates
DESC	SANITARY SEWER RELOCATION and BIOSWALE - ZONE 1	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	12/8/2016

## DESIGN DEVELOPMENT (75%)

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>SANITARY SEWER</b>						
66	Refine alignments and make revisions based on 30% review comments		Mile	0.8	40	32
67	Update plan sheets (scale 1"=20') including lateral connections		Sheet	10	5	50
68	Update profile sheets (scale 1"=20') including lateral connections		Sheet	10	5	50
69	Prepare layout sheet		LS	1	18	18
70	Prepare coordinate control sheet		Mile	0.4	16	6
71	Develop schedule of standard construction details		LS	1	16	16
72	Update cost estimate		LS	1	20	20
73	Prepare draft project specifications and bid documents		LS	1	48	48
74	Deed Research for existing easements		LS	1	30	30
75	Review meeting to identify required easements to be obtained		No.	1	12	12
76	Prepare Legal Descriptions for Required Easements		No.	5	8	40
77	Easement revisions after easement submittal		LS	1	32	32
78	Plot/print copies of plans / specifications for team meeting and inspections		LS	1	24	24
79	Submit 75% plans and specifications for DWQ review and verification		LS	1	12	12
80	75% Review meeting with DWQ	2	No.	1	12	24
81	Make revisions based on 75% review comments		Mile	0.8	40	32
82	Submit for facilities construction branch permit.		LS	1	24	24
83						0
84						0
<b>DESIGN DEVELOPMENT (75%) TOTAL</b>						<b>470</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)					
COUNTY	FAYETTE	PROJECT TYPE			
ROUTE		CONSULTANT	Strand Associates		
DESC	SANITARY SEWER RELOCATION and BIOSWALE - ZONE 1	REVIEWED BY			
ITEM NO.		PREPARED BY			
		DATE	12/8/2016		
<b>FINAL PLAN PREPARATION</b>					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
85	Prepare front end contract documents	LS	1	52	52
86	<del>Finalize coordinate control sheet</del>	<del>Mile</del>	<del>0.4</del>	<del>0</del>	<del>0</del>
87	<del>Prepare erosion control plan</del>	<del>Mile</del>	<del>0.4</del>	<del>0</del>	<del>0</del>
88	Finalize non-standard construction details	LS	1	32	32
89	Calculate final quantities	Mile	0.4	20	8
90	Complete general summary	LS	1	24	24
91	Prepare final cost estimate	LS	1	24	24
92	Prepare final construction plans for submittal	LS	1	60	60
93	Plot/print copies of plans	LS	1	16	16
94	Write maintenance of traffic notes (TCP)	LS	1	20	20
95	<del>Prepare construction phasing plans/requirements</del>	<del>Mile</del>	<del>0.4</del>	<del>0</del>	<del>0</del>
96	Prepare final project specifications and bid documents	LS	1	72	72
97	Plot/print final copies of plans for approval to bid	LS	1	16	16
98	Submit final plans and specifications for DWQ review and verification	LS	1	12	12
99	Submit plans and specifications to KDOW/KIA for approval to bid	LS	1	20	20
100	Final plans review meeting with DWQ and Purchasing	2 No.	1	8	16
101	KIA project administration	LS	1	40	40
102	Miscellaenous Project coordination meetings (DWQ/KIA)	2 No.	2	8	32
103					
104					
<b>BIDDING and CONSTRUCTION</b>					
105	Bidding assistance	LS	1	100	100
106	<del>KIA bidding and award support services</del>	<del>LS</del>	<del>1</del>	<del>0</del>	<del>0</del>
107	<del>Construction contract administration</del>	<del>LS</del>	<del>1</del>	<del>0</del>	<del>0</del>
108	KIA project closeout assistance	LS	1	0	0
					0
					0
<b>FINAL PLANS TOTAL</b>					<b>544</b>

## PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	
ROUTE		CONSULTANT	Strand Associates
DESC	SANITARY SEWER RELOCATION and BIOSWALE - ZONE 1	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	12/8/2016

### PRODUCTION-HOUR SUMMARY

SURVEY TOTAL		<b>56</b>
SCHEMATIC DESIGN (30%) TOTAL		<b>1124</b>
DESIGN DEVELOPMENT (75%) TOTAL		<b>470</b>
FINAL PLANS TOTAL		<b>544</b>
<b>GRAND TOTAL</b>		<b>2194</b>

# SANITARY SEWER RELOCATION AND BIOSWALE ZONE 1 DESCRIPTION OF ITEMS PRODUCTION-HOUR WORKSHEET

(revised December 11, 2012)

## SURVEY

### RECONNAISSANCE

#### **1 Control (existing)**

A field and record search for any existing control that may be utilized, including controls established for aerial photogrammetry. Sources of any existing control need to be identified.

*Scope provided by others. Limits are from the intersection of Main Street and Eastern Avenue to Midland Place and Winchester Road.*

#### **2 Utilities (data gathering, identification & contact)**

Identify all utility companies within the project corridor and maintain a valid contact list of those utility companies and their representatives. Contact utility companies, Kentucky 811, KYTC District Utilities Staff and any other sources for utility facility mapping or other information concerning the location of any utilities. Check with local governments for GIS databases and for other sources of information.

*Scope provided by others.*

#### **3 Drainage - (sink holes, streams, pipes, etc.)**

Identify drainage features that may require consideration in design and that are necessary to be documented on the plans.

*Scope provided by others. Limits are from the intersection of Main Street and Eastern Avenue to Midland Place and Winchester Road.*

### CONTROL

#### **4 Horizontal**

Establish any new or additional horizontal coordinate control including the monumentation. All control information, including pre-established, shall be documented in a survey report and submitted to the KYTC Project Manager. All horizontal control obtained from Global Positions Systems (GPS) shall comply with the Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques published by the Federal Geodetic Control Subcommittee dated August 1, 1989. Additional control points set shall be a minimum of 24-inch rebar (#4 or larger) with a plastic or aluminum cap.

*Removed from scope.*

#### **5 Vertical**

Establish any new or additional vertical control, including benchmarks, and including the monumentation. All control information, including pre-established, shall be documented in a

survey report and submitted to the KYTC Project Manager. All vertical control obtained from Global Positions Systems (GPS) shall comply with the **Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques** published by the Federal Geodetic Control Subcommittee dated August 1, 1989.

*Removed from scope.*

**6 Process data**

Process data obtained from field survey and check for accuracy and closure. Preparation of survey report of coordinate controls and bench marks.

*Removed from scope.*

**PLANIMETRIC AND TERRAIN SURVEY**

**7 Planimetric location**

Locate and/or identify all necessary planimetric features. On projects with aerial photogrammetry available this would require only identification of planimetric features and pick-up of areas not covered by the available photogrammetry, if required. For Phase 2 design this would be for the update of the topography due to new or changed planimetric features since the original survey or aerial photogrammetry was obtained. It should be noted on the production-hour form the extent of work required, for example, complete, pick-up or update.

*Removed from scope.*

**8 Subsurface Utility Engineering, Quality Level C & D**

Apply reconnaissance utility data gathered to locate utility facilities on plans. Gather a survey of all visible utility facility features (i.e. poles, valves, manholes, markers, etc.) and provide them on the plans. Utilize both the reconnaissance data and field generated data to assess the approximate location of the utility facilities within the project corridor. This data shall be used to identify potential conflicts between the project and the existing facilities.

*Removed from scope.*

**11 Process data**

Process all necessary data to produce a planimetric map and submit electronic files to the designer.

*Removed from scope.*

**12 DTM data collection**

Collect general terrain data for project (when general terrain data is not already available).

*Removed from scope.*

**STAKING**

**16 Stake core holes - structures**

Stake or locate all geotechnical borings required for bioswale design and process data.

*Scope provided by others.*

## SURVEY MISCELLANEOUS

**18 Sanitary sewer situation survey**

Obtain all necessary field data to represent situation survey for sanitary sewer tie-in realignments.

*Scope provided by others.*

**19 Review CCTV data for service connections/update survey base**

Review LFUCG provided CCTV data and document locations and sizes of lateral connections to main trunk sewer.

**20 Drainage situation survey for bioswale source water supply options**

Obtain all necessary field data to represent situation survey for bioswale source water supply options.

*Scope provided by others.*

**21 Property owner notifications**

Notify property owners for site inspections to evaluate adjacent property impacts for properties where easements are anticipated.

*Up to five parcels are anticipated. Items 21, 36, 76 and 77 will be completed if easements are required.*

## **SCHEMATIC DESIGN (30%)**

### SANITARY SEWER

**22 Computer setup**

Load and organize project data (manuscripts, mapping, ortho-rectified photographs, etc.) into computer system, the establishment and maintenance of a file management system for project data, including the storage and manipulation of all project files required for plan development.

**23 Study and develop horizontal alignments**

Study, develop and document the alternate horizontal alignments. The 2 alternative alignments include: replace in place and relocated alignment.

*Limits for the RMP project are from the intersection of Main Street and Eastern Avenue to Midland Avenue and Lewis Street totaling 0.4 miles (0.8 miles cumulative). Limits of anticipated Bioswale impact from Midland Avenue and Lewis Street to Midland Place and Winchester Road totaling 0.2 miles (0.4 miles cumulative). Total length anticipated = 1.2 miles.*

**24 Study and develop vertical alignments**

Study, develop and document the vertical alignments for each horizontal alignment.

*Limits for the RMP project are from the intersection of Main Street and Eastern Avenue to Midland Avenue and Lewis Street totaling 0.4 miles (0.8 miles cumulative). Limits of anticipated Bioswale impact from Midland Avenue and Lewis Street to Midland Place and Winchester Road totaling 0.2 miles (0.4 miles cumulative). Total length anticipated = 1.2 miles.*

- 25 Generate 30% sanitary sewer plan sheets**  
Perform necessary work to create individual plan sheets, including dropping of sheet cells, masking, manipulation of text and notes, etc.
- Adjusted sheet count to be consistent with updated alignment lengths.*
- 26 Generate 30% sanitary sewer profile sheets**  
Perform necessary work to create individual profile sheets, including dropping profile, annotation of profile.
- Adjusted sheet count to be consistent with updated alignment lengths.*
- 27 Study hydraulic capacity requirements**
- Removed from scope since hydraulic design basis for sewer line will be provided by LFUCG and requires no additional effort.*
- 28 Study and develop lateral sewer connection relocations**
- Based on the AECOM survey, there are at least 20 manhole main/lateral connections within the anticipated alignment. Each connection will need to be reevaluated for a new alignment alternative. This may also include special service accommodations for properties located on the opposite side of the bioswale. Recommend the amount remain as 20 for this review and evaluation.*
- 29 Complete trunk sewer hydraulic design and evaluation**
- There are 2 Alternatives that will be reviewed as noted in Item 23 requiring evaluation, which will include basic pipe capacity evaluation to match required peak flow design basis established by LFUCG.*
- 30 Evaluate and determine pipe materials of construction**
- Removed from scope. LFUCG's standard specification for pipe materials will be used in lieu of this evaluation.*
- 31 Evaluate typical sections through parallel bioswale segments**  
Review and correlate trunk sewer design considerations for service connections to properties located on opposite side of bioswale.
- 32 Summarize KIA requirements in outline form**
- Removed from scope since outline is available for reference by other project team representatives in existing reference documents available through the funding agency.*
- 33 Study and develop maintenance of traffic plan approach narrative**  
Study, develop and document alternative traffic control plans including construction phasing and/or detour routes.
- Removed from scope based on negotiation discussion which anticipates that contractor will be responsible for determining any special requirements for Maintenance of Traffic.*



- 34 Plot/print copies of plans for team meeting and inspections**  
Plot and/or print plans, profiles, drawings, schematics, etc. for meetings, inspections or upon request.
- 35 Calculate preliminary quantities and develop cost estimates**  
Develop and document cost estimates for each alternate, including calculating preliminary quantities for each alternative.
- 36 Preliminary easement locations with taking areas**  
Layout preliminary easements and calculate approximate easement areas from each parcel, for each alternate and depict on the plans.
- Up to five parcels are anticipated. Items 21, 36, 76 and 77 will be completed if easements are required.*
- 37 Prepare Draft Basis of Design Memorandum**
- 38 Request Peak Hydraulic Capacity Memorandum from LFUCG**  
*The design team shall request this document early in the 30% design phase.*
- 39 Submit plans for 30% LFUCG Division of Water Quality (DWQ) review**  
*Plans shall also be provided in 11"X 17" PDF file format.*
- 40 Request RMP technical specifications and standard drawings**  
*The design team shall request this document early in the 30% design phase.*
- 41 30% review meeting with LFUCG Division of Water Quality**  
Includes preparation for review meeting, attendance for two people at review meeting, and preparation of meeting minutes to be distributed in PDF format documenting meeting discussion and review comments.

## **BIOSWALE**

- 42 Conduct field reconnaissance and refine green infrastructure opportunity analysis**  
Midland Avenue corridor field review to review and assess findings of prior GI opportunity analysis and correlate findings with Scape feasibility concept plan alternatives.  
*This item now includes efforts from Item 43 which is deleted at LFUCG's request.*
- 43 Correlate findings with Scape concept plan alternatives**  
*This item has been combined with Item 42 at LFUCG's request.*
- 44 Review land use, zoning and development plans for adjacent properties**  
Review and evaluate redevelopment considerations for 12 properties located adjacent to bioswale along Midland Avenue corridor. This evaluation will help inform bioswale design considerations and potential partnering opportunities for this program element.

*Removed from scope since Scape will be taking the lead in considering adjacent property considerations related to bioswale planning and implementation.*

- 45 Evaluate alternatives for source water supply to support bioswale concept (Rev.12/8/16)**  
Review and evaluate 4 alternatives for source water supply including Midland Avenue roadway drainage, Smuckers spring, redirected upland area storm sewers and runoff from future redevelopment areas located adjacent to the bioswale. The evaluation will rely on simplified engineering methods to help inform peak flow-based design criteria for associated bioswale features.

*This item has been modified to include/combine the written narrative described in Item 46 and the basic hydrologic analysis included in Item 47, since these items will be used to inform early planning efforts.*

- 46 Prepare written narrative to document source water use considerations**

*This item has been combined under Item 45 in keeping with LFUCG's request to consolidate work items under this category.*

- 47 Conduct basic hydrologic analysis for alternative source water supply alternatives**

*This item has been combined under Item 45 in keeping with LFUCG's request to consolidate work items under this category.*

- 48 Develop preliminary sizing criteria for bioswale alternatives (per block)**

Develop preliminary sizing requirements and design criteria for bioswale features for each of the 4 block areas adjacent to Midland Avenue between Third and Short streets.

*This item is changed to a LS unit at LFUCG's request.*

- 49 Review bioswale design alternatives and aesthetic treatments (Rev. 12/8/16)**

Support Scape with technical reviews and comments on bioswale alternatives including evaluation of various typical sections with varied depths, design features, aesthetic treatments and piping requirements for each source water supply option. Up to two alternatives provided by Scape for each block frontage between Third and Short Streets will be reviewed for place sensitive design considerations such as depth of water, velocity, human contact and other factors of concern as identified through LFUCG's self-directed stakeholder outreach efforts.

*This item is changed to a LS unit at LFUCG's request.*

- 50 Review and evaluate private property impacts/mitigation**

Review and evaluation of private property impacts and potential mitigation measures that may be required in response to the place sensitive design considerations identified through completion of Item 49. This evaluation applies to the 12 properties that adjoin the bioswale corridor.

*This item is removed from scope. In its Master Planning lead role, Scape will be complete any necessary reviews or assessments related to private property impacts as indicated by LFUCG.*

- 51 Evaluate subsurface design considerations**

Review data and findings from geotechnical engineer's soil borings and incorporate subsurface considerations in preliminary bioswale planning strategies.

- 52 Develop plant material listing with outline O&M requirements**  
Plant material will be reviewed and evaluated for aesthetic purposes and as a passive barrier to limit human contact with water related elements of the bioswale. This item will be used to explore a range of considerations in addressing stakeholder preferences for implementation.

*Removed from scope.*

- 53 Generate schematic engineering drawings of the bioswale**  
Includes development of redline sketch drawings and other schematic materials to help inform and facilitate understanding and dialogue on bioswale design considerations and relationships to existing infrastructure adjoining the corridor. Scape will be responsible for development of official 30% schematic drawings for LFUCG review and concurrence.

*This item is changed to a LS unit at LFUCG's request.*

- 54 Plot/print copies of plans for team meetings and inspections**  
Plot and/or print plans, profiles, drawings, schematics, etc. for meetings, inspections or upon request.

- 55 Calculate preliminary quantities and develop cost estimates**  
Develop and document cost estimates for two alternatives, including calculating preliminary quantities for each alternative.

*This item is changed to a LS unit at LFUCG's request.*

- 56 Preliminary easement locations with taking areas**  
Layout preliminary easements and calculate approximate easement areas from each parcel, for the two alternatives and depict on the plans.

*Removed from scope. Item to be completed in conjunction with Roadway elements by others.*

- 57 Prepare draft Basis of Design Memorandum**  
Prepare documentation summarizing feedback received throughout this phase that informs the basis of design and other guiding criteria from the design charrette and LFUCG's self-directed stakeholder outreach and preparation of concept alternatives.

*Item 46 was combined with Item 45 to more closely follow the natural progression of efforts for this portion of the project, allowing this item to stand alone as originally proposed. This memorandum documents the cumulative input received through the completion of the 30% Design phase.*

- 58 Prepare color rendered schematic drawing for bioswale alternatives**

*Scope item was removed as requested since Scape is providing.*

- 59 Develop outline technical specification list**

*Scope item was removed.*

- 60 Submit plans for 30% review meeting**  
Submission documents could include schematics, redline drawings, and other supporting materials

to help inform the 30% design review.

- 61 30% Review meeting with LFUCG Division of Water Quality review**  
Includes preparation for review meeting, attendance for two people at review meeting, and preparation of meeting minutes to be distributed in PDF format documenting meeting discussion and review comments.
- 62 Miscellaneous project coordination meetings (LFUCG Division of Water Quality/KIA)**  
Attend project coordination meetings with LFUCG and/or KIA as needed to advance project development including preparation meeting materials, progress drawings, exhibits and minutes documenting the discussion.
- Scope item removed.*
- 63 Utility coordination meeting**
- Scope item removed.*
- 64 KIA environmental documentations submittal and review**  
Prepare and submit documentation for environmental review to obtain agency feedback that will inform the subsequent phases of work for the KIA funded bioswale. Feedback from cross cutter agencies should be timely requested prior to negotiation of the next phase of the design team's contract.
- Scope item removed.*

## **DESIGN DEVELOPMENT (75%)**

### **SANITARY SEWER**

- 66 Refine alignments and make revisions based on 30% review comments (Rev. 12/8/16)**  
Refine, adjust, and document the preferred horizontal and vertical alignments for selected alternative accommodating greater detail in tie-down points, connections, etc. including any necessary coordination required to accommodate the preferred bioswale concept. The sewer alignment will be finalized once 30% review comments are incorporated in the schematic design documents.
- 0.8 mile length includes an estimated quantity for main/lateral connection realignments that will be required including any special accommodations for properties located on the opposite side of the bioswale from the relocated trunk sewer.*
- 67 Update plan sheets (scale 1"=20') including lateral connections**
- Sheet total reflects needs to include lengths for main/lateral line connection realignments including any special accommodations for properties located on opposite side of bioswale from the relocated trunk sewer.*
- 68 Update profile sheets (scale 1"=20') including lateral connections**
- Sheet total reflects needs to include lengths for main/lateral line connection realignments*

*including any special accommodations for properties located on opposite side of bioswale from the relocated trunk sewer.*

- 69 Prepare layout sheet**  
Prepare layout sheet for the Construction Plans.
- 70 Prepare coordinate control sheet**  
Develop all coordinate control information, including proposed centerlines, event points, control points, and benchmarks with appropriate descriptions, and place into the plans in tabular form and generate individual sheets.
- Amount changed to 0.4 mile since aggregate work requirements will be confined to this extent of the corridor.*
- 71 Develop schedule of standard construction details**  
Prepare preliminary list of standard LFUCG construction details.
- 72 Update cost estimate**  
Prepare updated cost estimate including bid prices for each item, for 75% plan submittal and DWQ review meeting.
- 73 Prepare draft project specifications and bid documents**  
Prepare draft project specifications and bid documents including compiling details and supporting materials to be incorporated by reference.
- 74 Deed research for existing easements**  
Conduct additional deed/plat research to confirm existence of easements for main/lateral connection realignments that extend outside existing right-of-way limits.
- 75 Review meeting to identify required easements to be obtained**  
Prepare for and attend meeting with DWQ to review and discuss additional easement requirements for main/lateral connection realignments that extend outside existing right-of-way limits.
- 76 Prepare legal descriptions for required easements**  
Calculate final easement taking areas, prepare draft easement documents and check legal descriptions for each affected parcel and submit to LFUCG for review. Assumes Public Acquisition Plats will not be required.
- Up to five parcels are anticipated. Items 21, 36, 76 and 77 will be completed if easements are required.*
- 77 Easement revisions after easement submittal**  
Make easement document revisions based on LFUCG review comments and submit final deliverables for LFUCG's acquisition efforts.
- Up to five parcels are anticipated. Items 21, 36, 76 and 77 will be completed if easements are required.*
- 78 Plot/print copies of plans/specifications for team meeting and inspections**  
Plot/print copies of plans including the necessary copies of plans for 75% review meetings.

- 79 Submit 75% plans and specifications for DWQ review and verification**  
Submit plans, draft specifications and other required documentation for DWQ review and comment.
- 80 75% Review meeting with DWQ**  
Preparation and attendance at the 75% review meeting with 2 representatives of the design team including preparation of meeting agenda and meeting minutes.
- 81 Make revisions based on 75% review comments (Rev. 12/8/16)**  
Complete plan revisions based DWQ review comments. This unit anticipates no changes will be made in sewer alignments after incorporation of the 30% review comments.

*0.8 mile length includes an estimated quantity for main/lateral connection realignments that will be required including any special accommodations for properties located on the opposite side of the bioswale from the relocated trunk sewer. This length directly correlates to the number of required sheets.*

- 82 Submit for facilities construction branch permit**  
Prepare and submit plans, specifications and sewer design documentation for KDOW Facilities Construction Branch review and issuance of required permits including plotting and reproductions of submittals documents.

## FINAL PLAN PREPARATION

- 85 Prepare front end contract documents**  
Develop front end contract documents to incorporate requirements specific to LFUCG, funding agency, and other special requirements.
- Item 85 and Item 96 are different tasks and both necessary. Item and descriptions have been updated to clarify required scope.*
- 86 Prepare coordinate control sheet**
- Scope item removed since initial coordinate control sheet prepared with 75% plans. Any revisions required for this sheet will be completed as part of Item 92.*
- 87 Prepare erosion control plan**  
Determination of required erosion control items and depiction in the plans, including necessary calculations and generating the associated notes with specified BMP requirements.
- Removed from scope. LFUCG prefers to allow contractor to develop erosion control plan as part of its responsibility in preparing the required Stormwater Pollution Prevention Plan.*
- 88 Finalize non-standard construction details**  
Prepare and finalize non-standard construction details to aid in communicating understanding of requirements for unique circumstances and associated elements of construction.
- 89 Calculate final quantities**  
Calculate and document all quantities for bid items required for the construction of the sanitary sewer.

*Amount changed to 0.4 mile since aggregate work requirements will be confined to this extent of the corridor.*

**90 Complete general summary**

**91 Prepare final cost estimate**

Prepare and update final cost estimate utilizing estimated unit bid prices for each identified item of work.

**92 Prepare final construction plans for submittal**

Generate the computer files of the final plans, prepare electronic submittal of plans and required files and submit plans.

**93 Plot/print copies of plans**

Plot/print copies of plans including the necessary copies of plans for distribution at project meetings.

**94 Write maintenance of traffic notes (TCP)**

Write and submit applicable notes for special requirements related to maintenance of traffic, including needs for construction phasing for the project. This could include special provisions related to bypass pumping in travel areas.

**95 Prepare construction phasing plans/requirements**

Prepare plans for maintenance of traffic, construction phasing and/or detours necessary for the construction of the project, including all phasing, special notes, signs, temporary pavement markings and quantities.

*Scope item removed based on negotiation discussion which anticipates that contractor will be responsible for determining any special requirements for Maintenance of Traffic.*

**96 Prepare final project specifications and bid documents**

Compile final plans and specifications incorporating final revision requests from DWQ and LFUCG Division of Purchasing including conference call discussions as necessary to address any special provisions that are to be included in the bid documents.

*Item 85 and Item 96 are different tasks and both necessary. Item and descriptions have been updated to clarify work required.*

**97 Plot/print final copies of plans for approval to bid**

**98 Submit final plans and specifications for DWQ review and verification**

**99 Submit plans and specifications to KDOW/KIA for approval to bid**

Services will include preparation of KIA Checklist.

**100 Final plans review meeting with DWQ and Purchasing**

Preparation and attendance at the final plan review meeting.

*This meeting will occur prior to completion of Item 96.*

**101 Miscellaneous KIA project administration**

*Based on a conversation with Charlie Martin on November 18th, LFUCG expects consultant to include services to assist with KIA funding agency requirements.*

**102 Miscellaneous Project coordination meetings (DWQ/KIA)**

This item includes a total of two meetings with DWQ and/or KIA/KDOW with two design team members to assist LFUCG with project communication and agency concurrence needs.

**BIDDING AND CONSTRUCTION**

**105 Bidding assistance**

This item includes submittal of bid documents to Lynn Imaging, attendance at the pre-bid conference, responding to questions during bidding, preparation of necessary addenda, attendance at bid opening, and preparation of required documentation to KIA necessary for meeting grant and/or loan obligations associated with the project as described in the CWSRF Handbook.

**106 KIA bidding and award support services**

*Removed from current scope of services. It is anticipated that services under this task will be negotiated prior to bidding.*

**107 Construction contract administration**

*Removed from current scope of services. It is anticipated that services under this task along with Resident Project Representative services and record drawings will be negotiated prior to bidding.*

**108 KIA project closeout assistance**

*Removed from current scope of work. It is anticipated that services under this task will be negotiated prior to bidding.*





# MEMORANDUM

TO: Mr. John Eckler  
Gresham Smith and Partners  
2333 Alexandria Drive  
Lexington, KY 40504

FROM: Adam Kirk  
Principal  
Adam Kirk Engineering  
137McClelland Springs Drive  
Georgetown, KY 40324

DATE: October 25, 2016

RE: Town Branch Traffic Analysis Cost Proposal

The purpose of this memorandum is to summarize the cost proposal for traffic engineering analysis to support the Town Branch Corridor design. This is proposed to include Highway Capacity Manual analysis and microsimulation analysis as detailed in the attached task breakdown. The total cost for the tasks is \$20,760. The table below shows cost per zone and analysis type.

**Cost by Town Branch Zone and Analysis Type**

Item	Zone 1		Zone 2		Zone 3, 4 & 7		Total	
	hour	cost	hour	cost	hour	cost	hour	cost
Traffic Engineering Analysis – Basic	31.5	\$ 3,776	23.6	\$ 2,832	62.93333	\$ 7,552	118.0	\$ 14,160
Conduct Traffic Engineering Analysis – Advanced (Microsimulation)	14.7	\$ 1,760	11	\$ 1,320	29.33333	\$ 3,520	55.0	\$ 6,600
<b>Total</b>	<b>46.1</b>	<b>\$ 5,536</b>	<b>34.6</b>	<b>\$ 4,152</b>	<b>92.3</b>	<b>\$ 11,072</b>	<b>173.0</b>	<b>\$ 20,760</b>

Please contact me at 859.421.2567 or [adam@adamkirkpe.com](mailto:adam@adamkirkpe.com) if you have any questions.

Task	Description	Hours										Direct Expense								
		M	E	A	K	A	C	J	B	E	M		S	L	J	C	W	M	W	Cummins
1	Prepare and provide for approval the written traffic study limits, scope, MOEs and key assumptions to be used in the TBCC Basic and Advanced Traffic Analyses	2																		
2	Conduct new 12-HR Vehicle/Pedestrian/Bicycle counts at eight existing and two potential signalized intersections, and at two potential signalized pedestrian crossings.	1																		\$xxx
3	Analyze MPO model to determine impacts of Newtown Pike extension and any other projects impacting traffic on the TB corridor for 2020	1																		
4	Grow existing traffic counts to 2020 projections	?																		
5	Collect projected development projects along the TB corridor, develop AM/PM traffic projections, add to 2020 projections for all modes	1																		
6	Conduct Signal Warrant Analysis for two new signal and two new ped xing locations using 2020 traffic projections (Break into zones )	8																		
7	Perform basic LOS/QOS analysis for all intersections and all modes for Existing condition and 2020 projected: a. Main St Pedestrian Crossing at Rupp/Victoria Square b. Main/Vine/Broadway (assume three alternatives including yoke removal) c. Vine St @ Mill d. Vine St @ Upper e. Vine St @ Limestone (two alternatives) f. New Ped Signal @ LexTran Transit center g. Vine St @ Quality 1 h. Vine St @ Rose 1 i. Vine St @ Main/Midland Avenue (assume three alternatives) 1 j. Midland Avenue @ Short Street 1 k. Midland Avenue @ Shropshire Avenue 1	4																		

	<p>i. Midland Avenue @ 3<sup>rd</sup> Street 1</p> <p>m. Midland Avenue lane mods incl. bike &amp; turn lane removals 1</p> <p>n. Vine Street lane mods incl. bike &amp; turn lane removals 1</p>		4																	
8	Meet with KYTC/LFUCG to review findings and set assumptions/goals for Micro-Simulation	4	4																	
9	<p>Obtain and Validate Base Synchro Model from city</p> <ul style="list-style-type: none"> <li>- Existing lane configuration</li> <li>- Signal phasing</li> <li>- Signal timing</li> <li>- Update existing traffic volumes and balance.</li> </ul>	?	2	12																
10	Advanced Micro-Simulation Analysis. Micro-simulation will be used to evaluate up to 2 alternatives for the corridor from Main/Vine Street York to Main/Midland. Simulation will be used to ensure that options evaluated at individual intersections can operate in concert with one another. (	2	40	?																
11	Prepare draft report summarizing Basic and Advanced Traffic analysis findings and recommendations for through lanes, turn lanes, lane widths, and other functional corridor design features	2	30	?																
12	QA/QC and revisions	1	2		1	1	1	1	1	1	1	1	1	1	1					
13	Submit report to KYTC & LFUCG for review	1																		
14	Meeting to discuss draft report with KYTC/LFUCG	4	4																	
15	Modify report as required	1	4																	
16	QA/QC	1	1	1	1	1	1	1	1	1	1	1	1	1	1					
17	Submit & present final report to KYTC & LFUCG	4	4																	

**TRANSPORTATION CABINET**  
**Division of Professional Services**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

COUNTY Fayette County  
 PROJECT Town Branch Commons Zone 1  
 ITEM NO. \_\_\_\_\_  
 FED. NO. N/A

DATE 12/22/2016

FEE CONSIDERATIONS	Man Hours	Average Rate	Estimated Cost
<b>DESIGN</b>			
Survey	38	\$30.87	\$1,173.00
Preliminary Line and Grade	0	\$0.00	\$0.00
R/W Plans	4	\$41.63	\$167.00
Final Plans	0	\$0.00	\$0.00
Meetings	1	\$76.00	\$76.00
Public Involvement	0	\$0.00	\$0.00
<b>TOTALS</b>	43	\$	1,416

LIST OF OTHER DIRECT COSTS

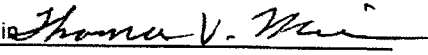
Mileage \$65  
 Materials \_\_\_\_\_  
 Copies \_\_\_\_\_  
 Total \$65

SUBCONSULTANTS

\_\_\_\_\_ 0  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ -

TOTAL DIRECT PAYROLL	\$ 1,416
OVERHEAD 120.50%	\$ 1,706
PROFIT (15 %)	\$ 468
SUBCONSULTANTS	\$ -
OTHER DIRECT COSTS	\$ 65
FCCM 0.310%	\$ 4
<b>TOTAL PROPOSED FEE</b>	<b>\$ 3,659</b>
SHOP PLANS	

FIRM NAME BA Engineers  
 DATE 12/22/2016

SIGNATURE Thomas Monia   
 TITLE Survey Manager

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	DESIGN PHASE
ROUTE		CONSULTANT	BA Engineers
DESC	Town Branch Commons	REVIEWED BY	
ITEM NO.	Zone 1 Topo	PREPARED BY	TVM
		DATE	12-22-16

## SURVEY (BY KYTC)

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.6	6	4
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.2	5	2
5	Vertical	2	Mile	0.2	5	2
6	Process data	1	Mile	0.2	8	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.2	20	8
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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	0.2	25	5
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Mile	0.2	6	2
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.	4	0.5	4
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	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	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre			0
21	Process data	1	Mile	0.2	25	5
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel	4	0.5	4
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Deed Research	1	Parcel;			0
<b>SURVEY TOTAL</b>						<b>38</b>

## RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel			0
61	Establish property and ownership	Parcel	4	1	4
62	Calculate Right of Way	Parcel			0
63	Prepare legal descriptions	Parcel			0
64	Complete Right of Way summary sheet	Parcel			0
65	Generate Right of Way strip map <i>(scale 1" = 100')</i>	Sheet			0
66	Prepare Right of Way Plans Submittal (2 separate submittals)	LS			0
67	Right of Way revisions after Right of Way submittal	LS			0
<b>R/W PLANS MISCELLANEOUS</b>					
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					
72					
<b>RIGHT OF WAY PLANS TOTAL</b>					<b>4</b>

## MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.			0
151	Joint Drainage Inspection (2 persons)	2	No.			0
152	Final inspection (2 persons)	2	No.			0
153	Misc. project coordination meetings	1	No.	1	1	1
154	Project team meetings	2	No.			0
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			
156	Constructability Review (3 persons)	2	No.			
<b>MEETINGS TOTAL</b>						<b>1</b>

## PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	38
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	4
FINAL PLANS TOTAL	0
MEETINGS TOTAL	1
PUBLIC INVOLVEMENT TOTAL	0
QA/QC TOTAL	0
#REF!	0
<b>GRAND TOTAL</b>	<b>43</b>

**CLASSIFICATIONS AND PERCENTAGES FOR DESIGN AND ENVIRONMENTAL**

**CONSULTANT:** BA Engineers, Inc.

**Escalation:**  
 Estimated Notice to Proceed: 1/15/2017  
 Estimated End of Project: 1/30/2017  
 midpoint: 1/22/2017

rate = 0.00%  
 period = 3.04  
 factor = 0.0000  
 Overhead 120.50%  
 Facilities cost of Money 0.310%

**COUNTY** Fayette  
**PROJECT** Town Branch Commons Z1  
**UPN**  
**FED. NO.**  
**ITEM NO.**

\* effective 11/23/2016

POSITION	Avg. Rate *	Escalated Rate	Survey	Preliminary Line & Grad	R/W Plans	Final Plans	Meetings	Public Involvement	QA/QC	Environmental Documentation	Terrestrial/Aquatic Investigation	Archaeological Investigation	Cultural/Historic
Party Chief	\$30.36	\$30.36	30%										
Instrument Person 1	\$23.82	\$23.82	30%										
Survey Tech 1	\$33.50	\$33.50	25%		0%								
Project Surveyor	\$41.63	\$41.63	15%		100%		100%						
Senior Project Manager	\$76.00	\$76.00	0%										
<b>TOTAL</b>			<b>100%</b>	<b>\$30.87</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$41.63</b>	<b>100%</b>	<b>\$76.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**TRANSPORTATION CABINET**  
**Division of Professional Services**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

**Direct Costs**

Mileage                      139 miles @ \$0.47/mile = \$65.00



**TRANSPORTATION CABINET**  
**Division of Professional Services**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

COUNTY Fayette County  
PROJECT Town Branch Commons Zone 2  
ITEM NO. \_\_\_\_\_  
FED. NO. N/A

DATE 12/22/2016

FEE CONSIDERATIONS	Man Hours	Average Rate	Estimated Cost
<b>DESIGN</b>			
Survey	63	\$30.87	\$ 1,945
Preliminary Line and Grade	0	\$0.00	\$ -
R/W Plans	10	\$41.63	\$ 416
Final Plans	0	\$0.00	\$ -
Meetings	1	\$76.00	\$ 76
Public Involvement	0	\$0.00	\$ -
<b>TOTALS</b>	<b>74</b>	<b>\$</b>	<b>2,437</b>

<b>LIST OF OTHER DIRECT COSTS</b>		<b>TOTAL DIRECT PAYROLL</b>	\$ 2,437
Mileage	\$131	<b>OVERHEAD 120.50%</b>	\$ 2,937
Materials		<b>PROFIT (15 %)</b>	\$ 806
Copies		<b>SUBCONSULTANTS</b>	\$ -
<b>Total</b>	<b>\$131</b>	<b>OTHER DIRECT COSTS</b>	\$ 131
<b>SUBCONSULTANTS</b>		<b>FCCM 0.310%</b>	\$ 8
	0	<b>TOTAL PROPOSED FEE</b>	<b>\$ 6,319</b>
		<b>SHOP PLANS</b>	
	\$ -		

FIRM NAME BA Engineers SIGNATURE *Thomas V. Ward*  
DATE 12/22/2016 TITLE Survey Manager

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	DESIGN PHASE
ROUTE		CONSULTANT	BA Engineers
DESC	Town Branch Commons	REVIEWED BY	
ITEM NO.	Zone 2 Topo	PREPARED BY	TVM
		DATE	12-22-16

## SURVEY (BY KYTC)

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.6	6	4
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.4	5	4
5	Vertical	2	Mile	0.4	5	4
6	Process data	1	Mile	0.4	6	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.4	20	16
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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	0.4	25	10
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Mile	0.4	6	5
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.	8	0.25	4
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	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	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre			0
21	Process data	1	Mile	0.4	25	10
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel	8	0.25	4
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Deed Research	1	Parcel;			0
<b>SURVEY TOTAL</b>						<b>63</b>

## RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
60	Deed research	Parcel			0	
61	Establish property and ownership	Parcel	10	1	10	
62	Calculate Right of Way	Parcel			0	
63	Prepare legal descriptions	Parcel			0	
64	Complete Right of Way summary sheet	Parcel			0	
65	Generate Right of Way strip map <i>(scale 1" = 100')</i>	Sheet			0	
66	Prepare Right of Way Plans Submittal (2 separate submittals)	LS			0	
67	Right of Way revisions after Right of Way submittal	LS			0	
<b>R/W PLANS MISCELLANEOUS</b>						
68	Deed Research for Existing Alignments	LS			0	
69	Deed Research for Existing Parcels	Parcel			0	
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0	
71						
72						
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>10</b>

## MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.			0
151	Joint Drainage Inspection (2 persons)	2	No.			0
152	Final inspection (2 persons)	2	No.			0
153	Misc. project coordination meetings	1	No.	1	1	1
154	Project team meetings	2	No.			0
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			
156	Constructability Review (3 persons)	2	No.			
<b>MEETINGS TOTAL</b>						<b>1</b>

## PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	63
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	10
FINAL PLANS TOTAL	0
MEETINGS TOTAL	1
PUBLIC INVOLVEMENT TOTAL	0
QA/QC TOTAL	0
<b>GRAND TOTAL</b>	<b>74</b>



**TRANSPORTATION CABINET**  
**Division of Professional Services**  
ENGINEERING AND RELATED SERVICES FEE PROPOSAL

**DIRECT COSTS**

Mileage 278 miles @ \$0.47/mile = \$131.00



# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	DESIGN PHASE
ROUTE		CONSULTANT	BA Engineers
DESC	Town Branch Commons	REVIEWED BY	
	Zone 3 Topo	PREPARED BY	TVM
ITEM NO.		DATE	12-22-16

## SURVEY (BY KYTC)

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.6	6	4
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.4	5	4
5	Vertical	2	Mile	0.4	5	4
6	Process data	1	Mile	0.4	6	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.4	22	18
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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	0.4	25	10
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Mile	0.4	12	10
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.	8	0.25	4
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	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	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre			0
21	Process data	1	Mile	0.4	25	10
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel	8	0.5	8
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Deed Research	1	Parcel;			0
<b>SURVEY TOTAL</b>						<b>74</b>

## RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel			0
61	Establish property and ownership	Parcel	10	1	10
62	Calculate Right of Way	Parcel			0
63	Prepare legal descriptions	Parcel			0
64	Complete Right of Way summary sheet	Parcel			0
65	Generate Right of Way strip map <i>(scale 1" = 100')</i>	Sheet			0
66	Prepare Right of Way Plans Submittal (2 separate submittals)	LS			0
67	Right of Way revisions after Right of Way submittal	LS			0
<b>R/W PLANS MISCELLANEOUS</b>					
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					
72					
<b>RIGHT OF WAY PLANS TOTAL</b>					<b>10</b>

## MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection					0
151	Joint Drainage Inspection (2 persons)	2	No.			0
152	Final inspection (2 persons)	2	No.			0
153	Misc. project coordination meetings	1	No.			0
154	Project team meetings	2	No.	1	1	1
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study					0
156	Constructability Review (3 persons)	2	LS No.			0
<b>MEETINGS TOTAL</b>						<b>1</b>

## PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	74
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	10
FINAL PLANS TOTAL	0
MEETINGS TOTAL	1
PUBLIC INVOLVEMENT TOTAL	0
QA/QC TOTAL	0
#REF!	0
<b>GRAND TOTAL</b>	<b>85</b>



**CLASSIFICATIONS AND PERCENTAGES FOR DESIGN AND ENVIRONMENTAL**

**CONSULTANT:** BA Engineers, Inc.

**Escalation:**  
 Estimated Notice to Proceed: 2/14/2017  
 Estimated End of Project: 2/19/2017  
 midpoint: 2/18/2017

rate = 0.00%  
 period = 3.04  
 factor = 0.0000  
 Overhead 120.50%  
 Facilities cost of Money 0.310%

**COUNTY** Fayette  
**PROJECT** Town Branch Commons Z3  
**UPN**  
**FED. NO.**  
**ITEM NO.**

\* effective 11/23/2016

POSITION	Avg. Rate *	Escalated Rate	Survey		R/W Plans	Final Plans	Meetings	Public Involvement	QA/QC	Environmental		Archaeological		Cultural		
			Line & Grad	Plans						Documentation	Investigation	Investigation	Historic			
Party Chief	\$30.36	\$30.36	30%													
Instrument Person 1	\$23.82	\$23.82	30%													
Survey Tech 1	\$33.50	\$33.54	25%		0%											
Project Surveyor	\$41.63	\$41.63	15%		100%											
Senior Project Manager	\$76.00	\$76.00	0%			100%										
<b>TOTAL</b>			<b>100%</b>	<b>\$30.88</b>	<b>0%</b>	<b>\$0.00</b>	<b>100%</b>	<b>\$76.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>

**TRANSPORTATION CABINET**  
**Division of Professional Services**  
**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

**DIRECT COSTS**

Mileage 417 miles @ \$0.47/mile = \$196.00



# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	DESIGN PHASE
ROUTE		CONSULTANT	BA Engineers
DESC	Town Branch Commons	REVIEWED BY	
ITEM NO.	Zone 4 Topo	PREPARED BY	TVM
		DATE	12-22-16

## SURVEY (BY KYTC)

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.7	6	4
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.7	3	4
5	Vertical	2	Mile	0.7	3	4
6	Process data	1	Mile	0.7	3	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.7	23	32
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
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	0.7	20	14
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Mile	0.7	15	21
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.	8	0.25	4
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	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	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre			0
21	Process data	1	Mile	0.7	20	14
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel	4	0.5	4
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29	Deed Research	1	Parcel;			0
<b>SURVEY TOTAL</b>						<b>103</b>

## RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel			0
61	Establish property and ownership	Parcel	6	1	6
62	Calculate Right of Way	Parcel			0
63	Prepare legal descriptions	Parcel			0
64	Complete Right of Way summary sheet	Parcel			0
65	Generate Right of Way strip map <i>(scale 1" = 100')</i>	Sheet			0
66	Prepare Right of Way Plans Submittal (2 separate submittals)	LS			0
67	Right of Way revisions after Right of Way submittal	LS			0
<b>R/W PLANS MISCELLANEOUS</b>					
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			
71					
72					
<b>RIGHT OF WAY PLANS TOTAL</b>					<b>6</b>

## MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No			0
151	Joint Drainage Inspection (2 persons)	2	No			0
152	Final inspection (2 persons)	2	No			0
153	Misc. project coordination meetings	1	No.	1	1	1
154	Project team meetings	2	No.			0
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			
156	Constructability Review (3 persons)	2	No.			
<b>MEETINGS TOTAL</b>						<b>1</b>

## PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	103
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	6
FINAL PLANS TOTAL	0
MEETINGS TOTAL	1
PUBLIC INVOLVEMENT TOTAL	0
QA/QC TOTAL	0
#REF!	0
<b>GRAND TOTAL</b>	<b>110</b>



**TRANSPORTATION CABINET**  
**Division of Professional Services**  
ENGINEERING AND RELATED SERVICES FEE PROPOSAL

DIRECT COSTS

Mileage 973 miles @ \$0.47/mile = \$457.00

# CUMMINS CONSULTING SERVICES, PLLC

4661 Marlberry Place, Lexington, KY 40509

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

DATE 11/13/2016

LOCATION Lexington, KY  
 CLIENT GS&P  
Data Collection: TMC data collection - 16 locations

FEE CONSIDERATIONS	Man Hours	Average Rate	Estimated Cost
TECHNICIAN - Setup / Takedown Equipment	19.00	\$ 16.25	309.00
TECHNICIAN - Travel	1.50	\$ 16.25	24.00
TECHNICIAN - Setup / Takedown Equipment	19.00	\$ 16.25	309.00
TECHNICIAN - Travel	1.50	\$ 16.25	24.00
DATA PROCESSING	22.50	\$ 16.25	366.00
PROJECT MANAGEMENT	12.00	\$ 52.50	630.00
<b>TOTALS</b>			<b>1,662.00</b>

LIST OF OTHER DIRECT COSTS

MILEAGE (122 miles using 2, 4x4 vehicles multiple trips \$0.60/mi)	73.00
PER DIEM	0.00
HOTEL	0.00
<b>Total</b>	<b>73.00</b>

TOTAL DIRECT PAYROLL	1662.00
OVERHEAD - (135%)	2244.00
PROFIT - (15%)	586.00
VIDEO PROCESSING	7560.00
OTHER DIRECT COSTS	73.00

VIDEO PROCESSING

(Cars, Buses, Trucks, Bikes, Peds)	7560.00
Expedited Processing	0.00
<b>VIDEO PROCESSING Total</b>	<b>\$7,560.00</b>

**TOTAL PROPOSED FEE \$ 12,125.00**

FIRM NAME CUMMINS CONSULTING SERVICES, LLC  
 DATE 13-Nov-16

SIGNATURE *Steven W. Cummins*  
 TITLE OWNER



November 17, 2016

Marshall Elizer  
Louis Johnson  
GRESHAM, SMITH AND PARTNERS  
Architecture, Engineering, Interiors, Planning  
101 South Fifth Street, Suite 1400  
Louisville, KY 40202

Re: Professional Design Services – Town Branch Commons Corridor / **Phase I**

**Marshall / Louis-**

Attached I have included a proposed scope of services for Phase I of the TBCC project.

Basic Services as Needed for Phase I:

Our understanding of our scope of services for Landscape Architecture services for Element Design in this initial phase will be largely dedicated to coordination and review of the initial design work for landscape architecture along the corridor. This will include:

- Attendance of coordination meetings with the design team and with various City agencies as needed. Meeting attendance is envisioned to be important in terms of understanding design intent from Scape and the larger team as it evolves during the first Phase. We believe that will be critical to appropriately carry out the design in the following phases.

Our understanding of the nature of our scope in this initial phase and given a timeline starting in December, 2016 through Phase I deliverable in June, 2017, we are proposing to dedicate Ramona Fry, Principal, through Phase I. It is anticipated that additional staff will be added in subsequent phases to assist her with preparation of contract documents and contract administration.

Based on the above, we propose to provide 16 hours service per month at the rate of \$125 / hour, over six months for a total fee of \$12,000 for Phase I. Rates are also provided on the following sheet for reference.

Additional Services as Needed for Phase I:

It is anticipated that the Lexington Convention Center design schedule will run concurrent with this Phase I for TBCC. It is likely that additional coordination meetings and review time will be needed to coordinate between the LCC project (which will likely be ahead of the TBCC) and this initial phase of TBCC. Additional services would be up to an additional 12 hours per month at the hourly rate of \$125 / hour, with a Not to Exceed total of \$9,000.

Please let me know if you have any questions or require any additional information at this time. We greatly appreciate the opportunity to work together on this exciting and transformative project!

**Current Professional Services Rates:**

- Principal Landscape Architect - \$125 / hour
- Professional Landscape Architect - \$100 / hour
- Professional Civil Engineer - \$ 100 / hour
- Senior Project Landscape Designer - \$85 / hour
- Landscape Designer - \$75 / hour

Sincerely,



Ramona Fry, PLA, ASLA, LEED BD+C  
Principal  
Element Design

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Proposal Accepted

Title

Date

## Jonathan Hollinger

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**From:** Frazier, Brad B (KYTC) <Brad.Frazier@ky.gov>  
**Sent:** Thursday, December 29, 2016 11:41 AM  
**To:** Jonathan Hollinger  
**Cc:** Tucker, Shane S (KYTC-D07); Tompkins, Kimberly J (KYTC); Jones, Jackie M (KYTC)  
**Subject:** Town Branch Commons Professional Services Notice To Proceed

The Kentucky Transportation Cabinet has received and reviewed the professional services procurement documents submitted for the **Phase 1 Design of Town Branch Commons Zone 1: Midland Avenue, Zone 2: E. Vine Street, Zone 3: W. Vine Street, Zone 4: Rupp Arena, Zone 7: Newtown Pike, the project wide traffic engineering modeling analysis, and the full design of the sanitary sewer relocation and bioswale in Zone 1: Midland Ave.** For tasks as outlined in the submitted documents you may proceed on with professional services.

Please continue to adhere to the provisions of the Transportation Cabinet's [Local Public Agency \(LPA\) Guide](#). Failure to follow these provisions can adversely affect your project. Additional forms, templates, and resources may be found on our [LPA Project Administration website](#). All changes and alterations to your project must be submitted to this office prior to construction or purchasing for review and compliance with state and federal regulations.

We look forward to working with you to move this project forward. If you have any questions, please contact me.