

ENGINEERING SERVICE CONTRACT

THIS AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Lexington Fayette Urban County Government, (hereinafter called the "Owner"), and Hazen and Sawyer, P.S.C. (hereinafter called the "Engineer").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree and contract as follows:

ARTICLE I

GENERAL OBLIGATIONS

1. The Engineer agrees to perform for the Owner, various engineering services in accordance with the requirements of the Owner at such times and places within the Commonwealth of Kentucky, as the Owner may specify.

2. The Engineer shall render diligently and competently all engineering services which shall be necessary or advisable for the expeditious, economical and sound design and construction of the undertaking. The enumeration of specific duties and obligations to be performed by the Engineer hereunder shall not be construed to limit the general undertakings of the Engineer.

3. The Engineer shall furnish, employ and have exclusive control of all persons to be engaged in or about the services performed under this agreement; and shall prescribe and control the means and methods of performing such services by adequate and proper supervision. All persons employed by the Engineer in and about the performance of any such services shall be

agents, servants or employees of the Engineer, and neither the Engineer nor any of such agents, servants or employees shall be deemed to be agents, servants or employees or the Owner for any purpose whatsoever; the Engineer being, and at all times acting as, an independent contractor hereunder, and being responsible as an independent contractor to the Owner.

4. The Engineer agrees to furnish all labor, supervision, transportation, engineering tools and equipment and the usual office supplies necessary or desirable for the full and satisfactory performance of the services hereunder.

5. All drawings, plans, specifications and other engineering matter required to be submitted by the Engineer under this agreement shall conform to the applicable practices and instructions as furnished to the Engineer by the Owner.

6. All drawings, plans, specifications and other engineering matters related to the services rendered hereunder shall be the sole property of the Owner whether or not the work is to be executed, and shall be delivered to it by the Engineer upon request.

7. All work performed under this agreement shall be done in a thorough and workman like manner and in accordance with the latest applicable Industry Code, local and State laws, rules, regulations and orders or regulatory bodies having jurisdiction, and current Owner practices. All work in the field shall be staked and properly marked by the Engineer.

8. The Engineer shall be responsible for coordinating the work hereunder with other utility companies or municipalities where such coordination is necessary.

9. The Engineer shall furnish to the Owner all engineering information, data and drawings required for procuring all necessary or desirable permits, licenses, agreements with respect to crossing of navigable streams and railroads, and with respect to paralleling or crossing of State highways, and with respect to crossings of or encroachments on private property.

10. The Engineer and the Owner shall comply with all applicable statutes pertaining to engineering and the Engineer warrants that he possesses license number 14730 issued to him for

the practice of Civil Engineering engineering by the Commonwealth of Kentucky on the 8<sup>th</sup> day of September, 1986.

11. The following appendices are attached and hereby incorporated into this agreement:

Appendix A – Engineering Services Rates

Appendix B - Engineering Service Contract Proposal and Checklist

Appendix C – Consent Decree Addendum to Agreement

Appendix D – Eligibility Certification

Appendix E – Engineering Fee Estimate

## ARTICLE II

### AUTHORIZATION OF ENGINEERING SERVICES

1. The Owner will authorize the Engineer to perform engineering services covered by this agreement in advance by means of a Work Order Form or letter of authorization.

2. The Engineer shall have the right to determine the sequence of performing his work pursuant to authorization provided, however, that he shall meet the delivery schedule as set forth by the Work Order.

3. The Owner only shall have the right to cancel or defer the engineering services authorized by this agreement. Advice of cancellation or deferment may be given by telephone.

4. The Owner and the Engineer agree that this contract will not take effect until and unless the terms, conditions and proposed fees have been reviewed and approved in writing by a representative of the Kentucky Department of Highways with the responsibility and authority for making such approval. In the event this contract is not approved by the Department of Highways the Engineer is under no obligation to perform any work under this agreement and the Owner shall not be liable for payment of any fee whatsoever.

ARTICLE III  
COMPENSATION

1. The Owner will pay the Engineer, as full compensation for services rendered hereunder, in accordance with Appendix "A" attached hereto and made a part hereof, which sets forth the current Classifications and Rates of the Engineers and services to be provided. Appendix "A" may be revised by mutual agreement of the Owner and the Engineer.
2. The foregoing compensation shall include the use of all drafting instruments, surveyor's transit, equipment needed for the field measurement of angles and distances as well any computer equipment or office equipment.
3. Corrections necessary to comply with instructions and practices furnished to the Engineer in accordance with Article I, Paragraph 6 shall be made by the Engineer without additional compensation.
4. In the event there is a major change in the scope, character, or complexity of the work to be performed by the Owner, the compensation payable to the Engineer for additional service performed by the Engineer, if any, pursuant to such change shall be determined on the basis of the rates set forth in Appendix "A" and mutually agreed to by the Owner and the Engineer prior to effecting the change.
5. The Engineer shall keep and maintain such records, accounts, books, documents, papers, invoices and other materials necessary to determine proper billing to the Owner under this agreement and shall make the same available to the Owner for inspection upon its request.
6. Each statement of charges submitted to the Owner should segregate billing according to Work Order number and be itemized in such detail as may be required by the Owner to permit verification of the charges.

## ARTICLE IV

### SPECIAL PROVISIONS – HIGHWAYS RELOCATION WORK

In the event the Owner procures the Engineer to perform certain engineering services in conjunction with the relocation of its plant facilities on State & Federal Aid Highway projects, the following conditions shall apply to all work performed in connection therewith.

1. The Engineer shall maintain all books, documents, papers, accounting records and other materials pertaining to the costs incurred on such projects and shall make such material available to the Department and/or the Federal Highway Administration upon request. The Engineer further agrees to maintain such records for a period of three (3) years after the date of final payment from the Department of Highways to the Owner.

2. The scope of work shall be defined in writing on each highway project and the estimated cost of each project shall be computed by multiplying the rates outlined in Appendix "A" by the estimated time required to perform the work.

3. The Engineer shall become familiar with the AASHTO Policy on the Accommodation of Utilities and with the provisions set forth in the State's accommodation policies and procedures and supplements and amendments thereto.

4. The maximum amount payable on any highway project will not exceed the estimated cost unless there is a substantial change in the scope, complexity or character of the work to be performed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

ATTESTED:

By: *Larry J. Miller*

*John B. Stewart*

By: \_\_\_\_\_

ATTESTED:

\_\_\_\_\_

## CERTIFICATION OF CONSULTANT

I hereby certify that I am the Vice-President and duly authorized representative of the firm of Hazen and Sawyer, P.S.C., whose address is 444 Lewis Hargett Circle, Suite 260, Lexington, Kentucky 40503.

That, except as expressly stated and described herein, neither I nor the firm of Hazen and Sawyer, P.S.C., has, in connection with its contact with Lexington Fayette Urban County Government entered into pursuant to provisions of an agreement between the aforementioned utility and the Commonwealth of Kentucky, as part of Federal - Aid Project FD04 057 1486 000-002 ,

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona-fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization or person, other than a bona-fide employee working solely for me to the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

Neither I nor the principal members of my firm are officers or employees of the utility company nor do we exercise control over the operation of the utility company.

(Statement and explanation of exceptions, if any)

  

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I acknowledge that this certificate is to be furnished to the Department of Highways and the Federal Highway Administration, in connection with the aforementioned project involving participation of Federal-Aid Highway funds, and is subject to applicable State and federal Laws, both criminal and civil.

I certify that the principal members of the Engineering Firm of: Hazen and Sawyer, P.S.C. are not officers or employees of Lexington Fayette Urban County Government and do not exercise control over the operation of this utility company.

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Signature

9-2-2014

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Date

VICE PRESIDENT

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Title



**APPENDIX A**  
**ENGINEERING SERVICES RATES**

Name of consulting firm	
PERSONNEL CLASSIFICATION	RATE *
PI: Principal	\$205
P: Project Manager	\$190
E: Engineer	\$140
T: Technical/Draftsperson	\$110
D: Designer Planner	\$110
I: Inspector/Technician	\$ 70
S: Technical Secretary	\$ 60
* Labor rates shall include all fringe and overhead costs.	
MISCELLANEOUS EXPENSES	RATE
Mileage (Local)	Will conform to currently approved KYTC rate.
Prints	At Cost
Postage and Delivery	At Cost
Other Miscellaneous Expenses	At Cost

**These rates shall become effective when approved by KYTC.**  
**These rates shall remain in effect until alternative rates are submitted by the consultant and approved by KYTC.**  
**These rates shall remain in effect for a minimum of one year from the date of the consultant's signature.**

  
 Signature of Consultant

9-2-2014  
 Date

**APPENDIX B**  
**ENGINEERING SERVICE CONTRACT PROPOSAL**  
**AND CHECKLIST**

Revised 11/01/2008

- NOTES: (1) Engineering Service Contract Documents will be submitted in triplicate to District Utility Agent/Engineer.
- (2) Rough Construction Cost Estimate and Preliminary layout showing the proposed location of the new facilities will be prepared by Consultant and will accompany the Engineering Service Contract submittal.
- (3) **If necessary**, the Utility Company may use the appropriate equipment, including Vacuum Excavation, to expose existing Utility facilities in order to establish the existing horizontal and vertical locations. However, to be reimbursed for any costs associated with this operation, **it will be required that Prior Approval is obtained from the District Utilities Office.**
- (4) Mileage reimbursement rates are calculated at the beginning of each fiscal quarter by the Finance and Administration Cabinet's Office of the Controller.

**A. Preparation of Plans, Estimate & Specifications**

- |                                                                                                                                                                                           |  |  |  |    |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|----|--------|
| (1) Perform Necessary Field Work.                                                                                                                                                         |  |  |  |    |        |
| (a) Identify existing facilities to be relocated or abandoned.                                                                                                                            |  |  |  |    |        |
| (b) Perform any additional field work necessary to prepare estimate and plans.                                                                                                            |  |  |  | \$ | 680    |
| (2) Prepare Detailed Construction Cost Estimate and Plans.                                                                                                                                |  |  |  |    |        |
| (a) Use plan sheets furnished unless otherwise approved by the Cabinet.                                                                                                                   |  |  |  |    |        |
| (b) Prepare cross sections on all new road crossings.                                                                                                                                     |  |  |  |    |        |
| (c) Proposed facilities located by station, offset, and (if underground) elevation.                                                                                                       |  |  |  |    |        |
| (d) Show betterment credits if applicable.                                                                                                                                                |  |  |  |    |        |
| (e) Show sheet totals of major items to be installed and removed/abandoned.                                                                                                               |  |  |  | \$ | 20,420 |
| (3) Prepare Specifications                                                                                                                                                                |  |  |  | \$ | -0-    |
| (4) Submit water/sewer plans and application to the Construction Grants Branch in the Division of Water and secure approval. Provide District Utility Agent with copy of approval letter. |  |  |  | \$ | 2,060  |
| (5) Mileage and Subsistence                                                                                                                                                               |  |  |  | \$ | -0-    |
| <b>Section A Total</b>                                                                                                                                                                    |  |  |  | \$ | 23,160 |

**ENGINEERING SERVICE CONTRACT PROPOSAL AND CHECK LIST**

Revised 11/01/2008

**B. Preparation of Bid Proposal**

(1) Prepare Proposal to Advertise and Award Contract.	
(a) Bid Solicitation	
(b) Tabulate Bids	
(c) Award of Contract	
(d) When work is to be made part of Road Construction, Submit Plans (on mylars), Estimate and Specifications to the District Utilities Agent in accordance with procedure outlined in Utilities Memorandum No. 6-89.	\$ <u>1,030</u>
(2) Coordinate utility relocation with all other Utility Companies to ensure there are no conflicts.	\$ <u>720</u>
<b>Section B Total</b>	\$ <u>1,750</u>

**C. Right of way/Easements (If necessary)**

(1) Description	\$ <u>-0-</u>
(2) Accompanying Plats	\$ <u>-0-</u>
(3) Right of Way Negotiations	\$ <u>-0-</u>
(4) Field Work if required	\$ <u>-0-</u>
(5) Mileage and Subsistence	\$ <u>-0-</u>
<b>Section C Total</b>	\$ <u>-0-</u>

**D. Construction Contract Administration**

(1) Perform field staking as specified in contract	\$ <u>-0-</u>
(2) Perform Resident Inspection as specified in contract	\$ <u>12,000</u>
(3) Process Billings	
(a) Current billings	
(b) Final billing and four (4) sets of As-Built Plans	\$ <u>3,120</u>
(4) Mileage and Subsistence (Direct Costs)	\$ <u>200</u>
<b>Section D Total</b>	\$ <u>15,620</u>
<b>Subconsultant Fee</b>	\$ <u>6,200</u>
<b>Grand Total</b>	\$ <u>46,430</u>

## APPENDIX C

### CONSENT DECREE ADDENDUM TO AGREEMENT

In addition to the requirements in the Agreement, the ENGINEER agrees to perform all work and services under the Agreement in conformity with the following provisions.

Because this is a Remedial Measures Plan project, ENGINEER understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "CONSENT DECREE"), a copy of which has been made available for review by the ENGINEER, and which is incorporated herein by reference. The ENGINEER further agrees that the services performed pursuant to this Agreement are necessary for the OWNER to meet the deadlines of the CONSENT DECREE and that the following requirements and conditions, which are in addition to those provided in the Agreement, shall apply to all work and services performed by the ENGINEER under the Agreement:

1. Time is of the essence in the performance of the work and services. ENGINEER is aware that the OWNER is subject to penalties for non-compliance with the CONSENT DECREE deadlines.
2. If delays result solely by reason of acts of the ENGINEER, the ENGINEER shall be held liable for any financial penalties incurred by the OWNER as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Paragraph X of this Addendum (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The ENGINEER 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 attempt to resolve the delay.
3. In the event that ENGINEER'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the OWNER pursuant to the CONSENT DECREE, or the OWNER otherwise suffers damage as a result of such delay or nonperformance, ENGINEER shall be solely liable to OWNER for any and all such damages, including any costs and attorney's fees.

#### 4. Risk Management Provisions, Insurance and Indemnification

##### Definitions

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

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

- a. ENGINEER 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.

#### Indemnification And Hold Harmless Provision

ENGINEER 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 ENGINEER'S (or 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 there from; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that ENGINEER 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 ENGINEER hereunder (and to the fullest extent permitted by law), ENGINEER 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 there from) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of ENGINEER in the performance of this agreement. In the event OWNER is alleged to be liable based upon the above, ENGINEER 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.

#### Damages Related To Nonperformance Or Delay By ENGINEER

In the event that ENGINEER'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the OWNER pursuant to the **CONSENT DECREE**, or the OWNER otherwise suffers damage as a result of such delay or nonperformance, ENGINEER shall be solely liable to OWNER for any and all such damages, including any costs and attorney's fees.

#### Financial Responsibility

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

Insurance Requirements

Required Insurance Coverage

ENGINEER 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 hereunder by ENGINEER. The cost of such insurance shall be included in any proposal:

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. 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.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.

- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage 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. (OWNER does not need to be named as additional insured).
- g. 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.
- h. 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, ENGINEER shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- i. 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.

#### 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.

#### Right to Review, Audit and Inspect

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

#### Safety And Loss Control

**ENGINEER** 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 **OWNER**.

#### Definition Of Default

**ENGINEER** understands and agrees that the failure to comply with any of these

insurance, safety, or loss control provisions shall constitute default under the Agreement. **ENGINEER** also agrees that **OWNER** may elect as 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 **ENGINEER** for any such insurance premiums purchased, or suspending or terminating the Agreement.

**ACCEPTED BY:**

  
\_\_\_\_\_  
Engineer's Authorized Signature

9-2-2014  
\_\_\_\_\_  
Date Signed

**AUTHORIZED BY:**

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

*Two originals of this work order shall be executed by the Engineer and returned to Steve Farmer, P.E.  
A fully executed copy will be returned to the Engineer.*



**APPENDIX D**

PROJECT: Hartland Trunk Sewer Relocation  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER: Lexington Fayette Urban County Government

CONSULTANT/ENGINEER: Hazen and Sawyer, P.S.C.

By signature on this agreement the Consultant being duly sworn, hereby certifies that, except as noted below, the Consultant or any person associated therein in the capacity of owner, partner, director, officer, project manager, auditor, or any person involving the administration of Federal Funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency:

has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past three (3) years;

does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against the Consultant by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years:

**EXCEPTIONS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exceptions will not necessarily result in denial of selection, but will be considered in determining Consultant responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX E**

**ENGINEERING FEE ESTIMATE**

**PROJECT:**

<b>P1</b>	=	<b>Principal</b>
<b>P</b>	=	<b>Project Manager</b>
<b>E</b>	=	<b>Engineer</b>
<b>T</b>	=	<b>Technician/Draftsperson</b>
<b>D</b>	=	<b>Designer/Planner</b>
<b>SC</b>	=	<b>Survey Crew (3 Person)</b>
<b>I</b>	=	<b>Inspector/Technician</b>
<b>S</b>	=	<b>Technical Secretary</b>

**CLIENT:** Lexington-Fayette Urban County Government

**CONTRACT:** Kentucky Transportation Cabinet Engineering Service Contract Hourly Rate for Services Rendered With Estimate as Upset Limit

<u>ITEM</u>	<u>STAFF HOUR ESTIMATE</u>							
	<u>P1</u>	<u>P</u>	<u>E</u>	<u>T</u>	<u>D</u>	<u>SC</u>	<u>I</u>	<u>S</u>
<b>A. <u>Preparation of Plans, Estimate &amp; Specifications</u></b>								
(1) Perform Necessary Field Work.								
(a) Identify existing facilities to be relocated or abandoned.	—	<u>1</u>	—	<u>1</u>	—	—	—	—
(b) Perform any additional field work necessary to prepare estimate and plans.	—	<u>2</u>	—	—	—	—	—	—
(2) Prepare Detailed Construction Cost Estimate and Plans.								
(a) Use plan sheets furnished unless otherwise approved by the Cabinet.	<u>2</u>	<u>12</u>	<u>20</u>	<u>60</u>	<u>20</u>	—	—	—
(b) Prepare cross sections on all new road crossings.	—	<u>2</u>	<u>8</u>	<u>16</u>	<u>4</u>	—	—	—
(c) Proposed facilities located by station, offset, and (if underground) elevation.	—	<u>1</u>	<u>2</u>	<u>4</u>	—	—	—	—

(d) Show betterment credits if applicable.	—	<u>1</u>	<u>1</u>	—	—	—	—	—
(e) Show sheet totals of major items to be installed and removed/abandoned.	—	<u>1</u>	<u>4</u>	<u>4</u>	—	—	—	—
(3) Prepare Specifications	—	<u>2</u>	—	—	—	—	—	<u>2</u>
(4) Submit water/sewer plans and application to the Construction Grants Branch in the Division of Water and secure approval. Provide District Utility Agent with copy of approval letter.	—	—	<u>8</u>	<u>4</u>	—	—	—	—
<b>SUBTOTAL</b>	<u>2</u>	<u>22</u>	<u>43</u>	<u>89</u>	<u>24</u>	—	—	<u>2</u>

**B. Preparation of Bid Proposal**

(1) Prepare Proposal to Advertise and Award Contract.								
(a) Bid Solicitation	—	—	—	—	—	—	—	—
(b) Tabulate Bids	—	—	—	—	—	—	—	—
(c) Award of Contract	—	—	—	—	—	—	—	—
(d) When work is to be made part of Road Construction, Submit Plans (on mylars), Estimate and Specifications to the District Utilities Agent in accordance with procedure outlined in Utilities Memorandum No. 6-89.	—	<u>1</u>	<u>2</u>	<u>4</u>	—	—	—	<u>2</u>
(2) Coordinate utility relocation with all other Utility Companies to ensure there are no conflicts.	—	<u>2</u>	<u>2</u>	—	—	—	—	<u>1</u>
<b>SUBTOTAL</b>	—	<u>3</u>	<u>4</u>	<u>4</u>	—	—	—	<u>3</u>

**ITEM****STAFF HOUR ESTIMATE**

**P1   P   E   T   D   SC   I   S**

**C Right of way/Easements (If necessary)**

(1) Description	—	—	—	—	—	—	—	—
(2) Accompanying Plats	—	—	—	—	—	—	—	—
(3) Right of Way Negotiations	—	—	—	—	—	—	—	—
(4) Field Work if required	—	—	—	—	—	—	—	—
<b>SUBTOTAL</b>	—	—	—	—	—	—	—	—

**D Construction Contract Administration**

(1) Perform field staking as specified in contract	—	—	—	—	—	—	—	—
(2) Perform Resident Inspection as specified in contract	—	—	<u>4</u>	—	—	—	<u>160</u>	<u>4</u>
(3) Process Billings								
(a) Current billings								
(b) Final billing including submission of four (4) sets of As-Built Plans	—	<u>4</u>	<u>12</u>	<u>4</u>	—	—	—	<u>4</u>
<b>SUBTOTAL</b>	—	<u>4</u>	<u>16</u>	<u>4</u>	—	—	<u>160</u>	<u>8</u>

**TOTAL**                      2    29    63    97    24    —    160    13

**ENGINEERING LABOR COSTS**

<b>CLASSIFICATION</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
<b>A. <u>Preparation of Plans, Estimate &amp; Specifications</u></b>			
Principal	<u>2</u>	<u>\$205</u>	<u>\$ 410</u>
Project Manager	<u>22</u>	<u>\$190</u>	<u>\$4,180</u>
Engineer	<u>43</u>	<u>\$140</u>	<u>\$6,020</u>
Technician/Draftsperson	<u>89</u>	<u>\$110</u>	<u>\$9,790</u>
Designer/Planner	<u>24</u>	<u>\$110</u>	<u>\$2,640</u>
<u>Survey Crew: 3 Persons</u>			
Party Chief	<u>          </u>	<u>          </u>	<u>          </u>
Instrumentman	<u>          </u>	<u>          </u>	<u>          </u>
Rodman/Chainman	<u>          </u>	<u>          </u>	<u>          </u>
Technical Secretary	<u>2</u>	<u>\$ 60</u>	<u>\$ 120</u>
<b>SUBTOTAL</b>	<u>182</u>	<u>          </u>	<u>\$23,160</u>
<b>B. <u>Preparation of Bid Proposal</u></b>			
Principal	<u>0</u>	<u>          </u>	<u>          </u>
Project Manager	<u>3</u>	<u>\$190</u>	<u>\$ 570</u>
Engineer	<u>4</u>	<u>\$140</u>	<u>\$ 560</u>
Technician/Draftsperson	<u>4</u>	<u>\$110</u>	<u>\$ 440</u>
Designer/Planner	<u>          </u>	<u>          </u>	<u>          </u>
<u>Survey Crew: 3 Persons</u>			
Party Chief	<u>          </u>	<u>          </u>	<u>          </u>
Instrument man	<u>          </u>	<u>          </u>	<u>          </u>
Rodman/Chainman	<u>          </u>	<u>          </u>	<u>          </u>
Technical Secretary	<u>3</u>	<u>\$ 60</u>	<u>\$ 180</u>
<b>SUBTOTAL</b>	<u>14</u>	<u>          </u>	<u>\$ 1,750</u>

## ENGINEERING LABOR COSTS

CLASSIFICATION	HOURS	RATE	TOTAL
<b>C. <u>Right of way/Easements (If necessary)</u></b>			
Principal	_____	_____	_____
Project Manager	_____	_____	_____
Engineer	_____	_____	_____
Technician/Draftsperson	_____	_____	_____
Designer/Planner	_____	_____	_____
<u>Survey Crew 3 Persons</u>			
Party Chief	_____	_____	_____
Instrumentman	_____	_____	_____
Rodman/Chainman	_____	_____	_____
<b>SUBTOTAL</b>	_____	_____	_____
<b>D. <u>Construction Contract Administration</u></b>			
Principal	_____	_____	_____
Project Manager	<u>4</u>	<u>\$190</u>	<u>\$ 760</u>
Engineer	<u>16</u>	<u>\$140</u>	<u>\$2,240</u>
Technician/Draftsperson	<u>4</u>	<u>\$110</u>	<u>\$ 440</u>
Designer/Planner	_____	_____	_____
<u>Survey Crew 3 Persons</u>			
Party Chief	_____	_____	_____
Instrumentman	_____	_____	_____
Rodman/Chainman	_____	_____	_____
Inspector/Technician	<u>160</u>	<u>\$ 70</u>	<u>\$11,200</u>
Technical Secretary	<u>8</u>	<u>\$ 60</u>	<u>\$ 480</u>
<b>SUBTOTAL</b>	<u>192</u>	_____	<u>\$15,120</u>

**ENGINEERING LABOR COSTS**

<b>CLASSIFICATION</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
<b>E. CONSTRUCTION CONTRACT ADMINISTRATION</b>			
Principal	_____	_____	_____
Project Manager	_____	_____	_____
Engineer	_____	_____	_____
Technician/Draftsperson	_____	_____	_____
Designer/Planner	_____	_____	_____
Inspector/Technician	_____	_____	_____
<u>Survey Crew</u>			
Party Chief	_____	_____	_____
Instrumentman	_____	_____	_____
Rodman/Chainman	_____	_____	_____
<b>SUBTOTAL</b>	_____	_____	_____
<b>TOTAL</b>	<u>519</u>	_____	<u>\$40,030</u>
<b>SUBCONSULTANT FEE</b>			<u>\$6,200</u>
<b>TOTAL FEE excluding direct costs</b>			<u>\$46,230</u>

### DIRECT LABOR COSTS

PHASE	MILEAGE	PER MILE		
A.	_____ x _____ days	x	=	_____
B.	_____ x _____ days	x	=	_____
C.	_____ x _____ days	x	=	_____
D.	_____ x _____ days	x	=	_____
C.	_____ x _____ days	x	=	_____
D.	_____ x _____ days	x	=	_____
E.	_____ x _____ days	x	=	_____
<b>SUBTOTAL</b>			=	_____

### DIRECT LABOR COSTS

PHASE	ITEM		
A.	_____ per x _____ x _____ Room & Meals	=	_____
B.	_____ per x _____ x _____ Room & Meals	=	_____
C.	_____ per x _____ x _____ Room & Meals	=	_____
D.	_____ per x _____ x _____ Room & Meals	=	_____
E.	_____ per x _____ x _____ Room & Meals	=	_____
<b>SUBTOTAL</b>		=	_____



**DIRECT LABOR COSTS**

**Reproductions:**

<b>Plan Sheets</b>	<u>50</u>	at	<u>\$2</u>	each	=	<u>\$100</u>
<b>8 1/2 x 11 Copies</b>	<u>          </u>	at	<u>          </u>	each	=	<u>          </u>
<b>Supplies</b>					=	<u>\$100</u>

**SUBTOTAL** = \$200

**TOTAL DIRECT COST** = \$200

**TOTAL FEE ESTIMATE** = \$46,430