

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of APR 26 2018 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and HDR Engineering, Inc. (CONSULTANT). OWNER intends to proceed with the Mercer Road Improvements at Greendale Engineering Design Services, as described in the attached Scope of Services document (Exhibit A). The basic services will include a topographic and cadastral surveying; preparation of preliminary & final design plans and construction drawings, bid documents, easement descriptions and right-of-way drawings (if required). It also includes all work associated with preparing permit applications to facilitate the construction. The services are hereinafter referred to as the "Project".

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary planning and civil engineering services, and customary surveying services incidental thereto.

#### 1.2. Data Collection and Design Phase

After written authorization to proceed with the design, CONSULTANT shall:

- 1.2.1. On the basis of the "Scope of Services" per attached Exhibit A, conduct field surveys and gather other necessary data or information, prepare final design documents consisting of final design drawings, specifications and estimate of probable cost.
- 1.2.2. Prepare such documents, design data and permit applications as may be required to obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, or jurisdiction over existing natural elements that will be impacted by construction and assist the OWNER in obtaining such approvals by negotiations with appropriate authorities.
- 1.2.3. Furnish copies of the design documents to OWNER and to any utilities that could potentially be impacted, at approximately 60 percent completion and again at 95 percent complete. After OWNER'S detailed review, attend conference with

**OWNER** to discuss **OWNER'S** comments at approximately 60 percent completion and again at 95 completion.

- 1.2.4. Prepare and furnish **OWNER** opinions of construction costs at approximately 60 percent completion and again at 95 percent completion. Advise **OWNER** of any adjustments to the latest estimate of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised estimate of probable Project cost based on the Drawings and Specifications.
- 1.2.5. Prepare for review and approval by **OWNER**, required Local Public Agency (LPA) documents, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid, instructions to bidders, addenda and other related documents.
- 1.2.6. Furnish copies as indicated in the Scope of Services of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

**NOTE:** The duties and responsibilities of **CONSULTANT** during Right of Way and Final Design phases are amended and supplemented as indicated in Exhibit A "SCOPE OF SERVICES"

### **1.3. Bidding Phase**

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

- 1.3.1. Finalize all documents, including addenda, in a format suitable for reproduction and distribution to bidders and deliver originals to the location directed by **OWNER**.
- 1.3.2. Assist **OWNER** in evaluating bids or proposals by prime contractors.
- 1.3.3. Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractors (hereinafter called "Contractors") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.3.4. Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

## **SECTION 2 - EXTRA WORK BY CONSULTANT**

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization and the Consultant mutually agrees to provide such services. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or

parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.

- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### **SECTION 3 - OWNER'S RESPONSIBILITIES**

#### **OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

### **SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. However it is understood that Consultant must use sound professional practices.
- 4.2. The provisions of this Section Four and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

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

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

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

**OWNER** shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding eighty four thousand seven hundred forty-four dollars and zero cents (**\$84,744.00**).

#### **5.1.2. For Extra Work**

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

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

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

**5.3. Other Provisions Concerning Payments**

- 5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.
- 5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

- 6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party and the failure of the party to cure within that 7 day period..
- 6.1.2.** The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

**6.2. Ownership and Reuse of Documents**

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

**6.3. Legal Responsibilities and Legal Relations**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. 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 Kentucky law, and venue shall lie in a court of competent jurisdiction in Fayette County, Kentucky.

#### **6.4. Successors and Assigns**

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

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

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

#### **6.5. Disputes**

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

#### **6.6. Accuracy of CONSULTANT'S Work**

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

The **CONSULTANT** shall be responsible for the accuracy of all work, within the limits of the paragraph above, even though Drawings and Specifications have been accepted by the **OWNER**, and upon notice to the **CONSULTANT**, shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, and if due to causes within the **CONSULTANT**'s reasonable control without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a representation that the information is accurate within the limits of the paragraph above. Failure on the part of **CONSULTANT** to provide the expected level of accuracy, as described above, may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

It is not the intent of this contract to have the **CONSULTANT** size or evaluate the capacity of the Sanitary Sewer Piping System or the Storm Sewer Piping System.

**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, subpoena or other administrative or court order.

**6.8. Access to Records**

The **CONSULTANT** and any subconsultant shall maintain all books, documents, papers, and accounting records for time based and reimbursable expenses, and make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

**6.9. Resident Services During Construction.**

The **OWNER** will furnish a Resident Project Inspector.

**6.10. Required Risk Management Provisions.**

**6.10.1 GENERAL**

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

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**ENTITY**" 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. **ENTITY** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**6.10.2 INDEMNITY**

**6.10.2.1** 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. **CONSULTANT** shall indemnify, save, hold harmless and defend **ENTITY** 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.

**6.10.2.2** Prior to and including the contract commencement date, owner shall have the right to examine and inspect the job sites, at any time during reasonable business hours. **ENTITY** reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve **CONSULTANT** of its obligations hereunder.

**6.10.3 FINANCIAL RESPONSIBILITY**



The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** bid and the commencement of any work, demonstrate the ability to provide for compliance with the Indemnity Agreement and other provisions of this Contract.

#### **6.10.4 INSURANCE REQUIREMENTS**

##### **6.10.4.1 Required Insurance Coverages**

**CONSULTANT** shall procure and maintain for the duration of the Contract, insurance 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 the **CONSULTANT**. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater (except for the Professional Liability Insurance). Below are minimum insurance requirements set to protect the **ENTITY** interest in this agreement. However, it does not limit the **CONSULTANT'S** liability and necessary additional limits of coverage are at the **CONSULTANT'S** discretion. SEE "EVIDENCE OF INSURABILITY" FORM FOR SUBMISSION OF BID.

**6.10.4.1.1** Professional Liability providing coverage of at least \$1 million per claim, \$2 million aggregate.

- a.
- b. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.2** Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- b. Business Interruption Coverage must be included.
- c. Endorsements naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- d. Endorsement that coverage shall not be, canceled by either party except after thirty (30) days' prior written notice, to Lexington-

Fayette Urban County Government, 200 East Main Street,  
Lexington, Kentucky 40507

**6.10.4.1.3** Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.4** Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage with:

- a. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.2** Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or better) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

**6.10.4.3.** Notice of Coverage Renewals for Expiration

After insurance has been approved by **ENTITY**, evidence of renewal of an expiring policy must be submitted to **ENTITY**, at the Division of Law, 200 East Main Street Lexington, Kentucky 40507 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.

**6.10.4.4.** Self-Insured Programs

**IF CONSULTANT INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, Suite 925, 200 East Main Street, LEXINGTON,**

KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retention in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retention must provide **ENTITY** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### **6.10.4.5. Verification of Coverage**

Within thirty (30) days following signing of Contract, **CONSULTANT** agrees to furnish **ENTITY** with all applicable Certificates of Insurance; and **CONSULTANT** shall provide **ENTITY** copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

#### **6.10.4.6. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **ENTITY** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

### **6.10.5 SAFETY AND LOSS CONTROL**

**6.10.5.1** **CONSULTANT** agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The **CONSULTANT** shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

**6.10.5.2** The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the **CONSULTANT**.

**6.10.5.3.** The **CONSULTANT** understands and agrees that the **ENTITY** shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all **CONSULTANT'S** records and documents as deemed necessary by the **ENTITY** to assure compliance with any and all of the provisions of this Contract and maximize the protection of the **ENTITY**. Safety on the job, however, remains solely the responsibility of the **CONSULTANT**.

#### **6.10.6 DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. **CONSULTANT** also agrees that **ENTITY** 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 **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Contract.

**CONSULTANT** understands and agrees that the Risk Management provisions of this Contract define its responsibilities and those of its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier to the **ENTITY**, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

#### **6.10.7 RIGHT TO REVIEW, AUDIT AND INSPECT**

**CONSULTANT** understands and agrees that upon reasonable notice **ENTITY** may review, audit, and inspect any and all of the **CONSULTANT'S** records and operations relative to the **SERVICES** performed under this Agreement to assure compliance with the Risk Management provisions of the Agreement.

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. **CONSULTANT** agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- 7.2 **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. The **CONSULTANT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. **CONSULTANT** will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.3 A Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, the **CONSULTANT** agrees as follows:
- A. **CONSULTANT** will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.
- B. Nondiscrimination: The **CONSULTANT** with regard to the work performed by it after award and prior to completion of the AGREEMENT work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The **CONSULTANT** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** or the **CONSULTANT'S** obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.

- D. Information and Reports: the **CONSULTANT** will provide all information and reports required by the **REGULATIONS**, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the **GOVERNMENT** to be pertinent to ascertain compliance with such **REGULATIONS** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** will so certify to the **GOVERNMENT** as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this **AGREEMENT**, the **GOVERNMENT** will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
- 1) Withholding payment to the **CONSULTANT** under the **AGREEMENT** until the **CONSULTANT** complies; and/or
  - 2) Cancellation, termination or suspension of the **AGREEMENT**, in whole or in part.

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

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

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

- A. The names, addresses, and telephone numbers of DBEs that were contacted;

- B. A description of the information provided to DBEs regarding the type of work to be performed.

## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Bob Bayert (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. The following Exhibits are attached to and made a part of this Agreement:

- 8.2.1. Exhibit A - "Scope of Services" consisting of seven (7) pages, with three (3) Attachments for a total of ten (10) pages.

- 8.2.2. Exhibit B - KYTC Letter Agreement and Engineer's Fee Proposal consisting of thirty-two (32) pages.

- 8.2.3. Exhibit C - "Certificates of Insurance" consisting of two (2) pages with eighteen (18) pages of supporting documentation for a total of twenty (20) pages..

- 8.3. This Agreement (consisting of pages 1 to 16 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

HDR Engineering, INC

200 East Main Street

2517 Sir Barton Way

Lexington, Kentucky 40507

Lexington, Kentucky 40509

*Jim Gray*  
The Honorable Jim Gray – Mayor

*Ben R. Edelen*  
Ben R. Edelen - Sr. Vice President

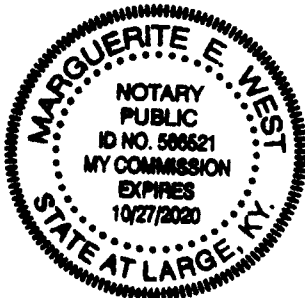
**ATTEST:**

*Shirley Ann Deady*  
Urban County Council Clerk  
Commonwealth of Kentucky  
County of Fayette

The foregoing Agreement was subscribed, sworn to and acknowledged before me by BEN R. EDELEN, SR. VICE PRES., as the duly authorized representative for and on behalf of HDR ENGINEERING, on this the 23rd day of March, 2018.

My commission expires: 10/27/20.

*Marguerite E. West*  
NOTARY PUBLIC





**EXHIBIT A**

**SCOPE OF SERVICES**

**Mercer Road Improvements at Greendale  
Design and Surveying Services**

## **Scope of Services Design and Surveying Services**

### **Mercer Road Improvements at Greendale**

The Lexington-Fayette Urban County Government (LFUCG), the Local Public Agency (LPA), plans to enter into an Engineering Service Agreement with a consulting firm for professional engineering and registered land surveying services (Consultant) for the *Mercer Road Improvements at Greendale project*. The project will be funded through a Federal Highway Administration, Congestion Mitigation and Air Quality (CMAQ) grant, administered through the Kentucky Transportation Cabinet Office of Local Programs (KYTC OLP).

The project entails widening the westbound Mercer Road approach at Greendale Road (SR 1978), and adding bike lanes, new sidewalk, associated signal modifications, and curb and gutter with related drainage infrastructure. The Scope of Services includes topographic and cadastral surveying; preparation of preliminary and final design plans, bid documents, easement descriptions and right-of-way plats (if required); and completion of paperwork to satisfy the requirements of the Kentucky Transportation Cabinet's LPA Project Guide.

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

### **Project Background**

Mercer Road is an urban collector street serving an industrial area with an AADT of about 9300. The westbound approach at Greendale Road is a single lane serving all traffic movements at the intersection. This project will entail widening both sides of Mercer Road from the intersection with Greendale to about 450 feet east, sufficient to provide separate lanes for left, right and through movements at Greendale. The project will also include curbs and gutters with related storm drainage, bike lanes and along both sides of Mercer Road within the above stated limits, and a sidewalk on the north side of Mercer Road from Greendale to the first driveway entrance encountered to the east. Traffic signals and their support poles will be replaced, adjusted and modified for the new lane configuration. The project will also include striping and signage appropriate for the new lanes and crosswalks at the intersection, and the addition of pedestrian signals on the eastern side of the intersection. Portions of the existing rock wall at the intersection of Greendale and Mercer Road will be removed and replaced.

### **Scope of Services**

#### **1. Pre-Design Conference and Review of Existing Information**

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

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

## **2. Field Survey and Related Research**

- 2.1. The Consultant shall perform sufficient field survey to be confident in his design. Sufficient field survey should be done to confirm, at a minimum:
  - a) Topography;
  - b) Existing edge of roadway, entrances, turn lane configurations, etc.
  - c) Storm and sanitary sewers, and related structures (horizontal and vertical)  
Note: Based on existing GIS data, no sanitary sewers are in the project area;
  - d) Location and ownership information of overhead and underground utilities, including poles or towers;
  - e) Significant site improvements, such as fences, retaining walls, etc.;
  - f) Location and identification of significant trees and vegetation;
  - g) Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls and as otherwise needed;
  - h) Location of existing corner monuments and R/W markers;
  - i) Temporary benchmarks for use during construction, set outside of construction limits (minimum of 3);
  - j) Location of all existing easements in the project area; and
  - k) Staking associated with easement acquisition and establishing street centerline prior to bidding for construction.

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

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

### **3. Preliminary Design**

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

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

- 3.2. Prepare a Preliminary Design Technical Memorandum documenting the following:
- a) Preliminary Plans;
  - b) Identification of all known utility conflicts and proposed solutions;
  - c) List of impacted properties and property owners;
  - d) List of required easements and road right-of-way taking and apparent encroachments (Determination of land rights shall be limited to recorded easements and right-of-way; prescriptive easements will not be considered.);
  - e) List of required permits and respective agencies from which the permit(s) will be secured;
  - f) List of agencies that will require notifications and/or approvals; and
  - g) Preliminary Opinion of Construction Costs.
- 3.3. Meet with the DOE., to review the Preliminary Design Technical Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries.

**4. Final Plans, Specifications, and Bid Documents**

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

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

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

**5. Design Criteria**

Drawing Scales, Units, and Unit Conversion

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

All drawings and sheets shall conform to the follow scales:

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

Note: Combined Plan/Profile sheets are preferred.

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

- a. Drawing files shall be prepared using or shall be converted to AutoCAD and will be transmitted to the Urban County Government upon request. The formatting specifics shall be determined during the contract negotiation process.
- b. Unless otherwise stated, design shall incorporate LFUCG 2017 Standard Drawings, and KYTC 2012 Standard Drawings in that order of preference.

- c. Intersection improvements are to be ADA compliant. Design shall comply with the AASHTO green book, the Manual of Uniform Traffic Control Devices and, to the extent practicable, the AASHTO Roadside Design Guide.
- d. The preparation of an Erosion and Sediment Control (ESC) Plan including a Storm Water Pollution Prevention Plan (SWPPP) integrating the non-structural and structural practices and procedures of the Stormwater Manual is a requirement for all construction projects and is the responsibility of the Contractor. However, Consultant shall prepare a generalized plan. The ESC Plan as developed through preliminary and final plans, as well as the SWPPP will be reviewed and approved by LFUCG DOE.
- e. Where applicable, consultant shall prepare a Traffic Management Plan consistent with KYTC guidelines.

## **6. Detailed Cost Opinions**

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

## **7. Easement and Right-of-Way Acquisition**

Plat(s) and a Right of Way Strip Map shall be prepared as required for acquisition of right-of-way, and they shall meet all requirements of the Lexington-Fayette Urban County Government Subdivision Regulations, Department of Law; the LFUCG DOE Digital Submission Policy; and the requirements of the *KYTC Highway Design Manual*.

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

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

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

## **8. Environmental Assessment**

The KYTC Office of Local Programs will take primary responsibility for obtaining the environmental clearances for these projects. However, the Consultant shall prepare

supporting documentation, such as maps, plans, etc., as needed. Any environmental subconsultant, if required, will not be the responsibility of the Consultant.

**9. Public Interface**

The Consultant shall meetings with elected officials, affected owners and businesses. No public meetings are anticipated for this project. If requested to do so, the Consultant will lead the meetings. The Consultant shall provide all necessary exhibits and prepare minutes of all meetings they attend.

**10. Utility Company Coordination**

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

**11. Bid Phase**

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

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

**12. Construction Phase**

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

**13. Schedule and Completion**

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

Meeting to review design intent	20 days
Submit preliminary plans; provide to utilities	90 days
Meeting to review preliminary plans/contact utilities	100 days
Submission of final plans	120 days
Meeting to review final plans	130 days
Submission of completed final plans	140 days
Preparation of ROW/easement plats and descriptions	160 days

**14. Miscellaneous**

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

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

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

**15. Attachments**

- A. Project Map Depicting Proposed Roadway Widening Extents
- B. Project Map Depicting Proposed Sidewalk Extents
- C. GIS Map of Storm Sewers

- END OF SCOPE -  
Prepared Dec 1, 2017



Attachment A – Mercer at Greendale

GREENDALE ROAD

Temporary Construction  
Cement (2-3000 sq)

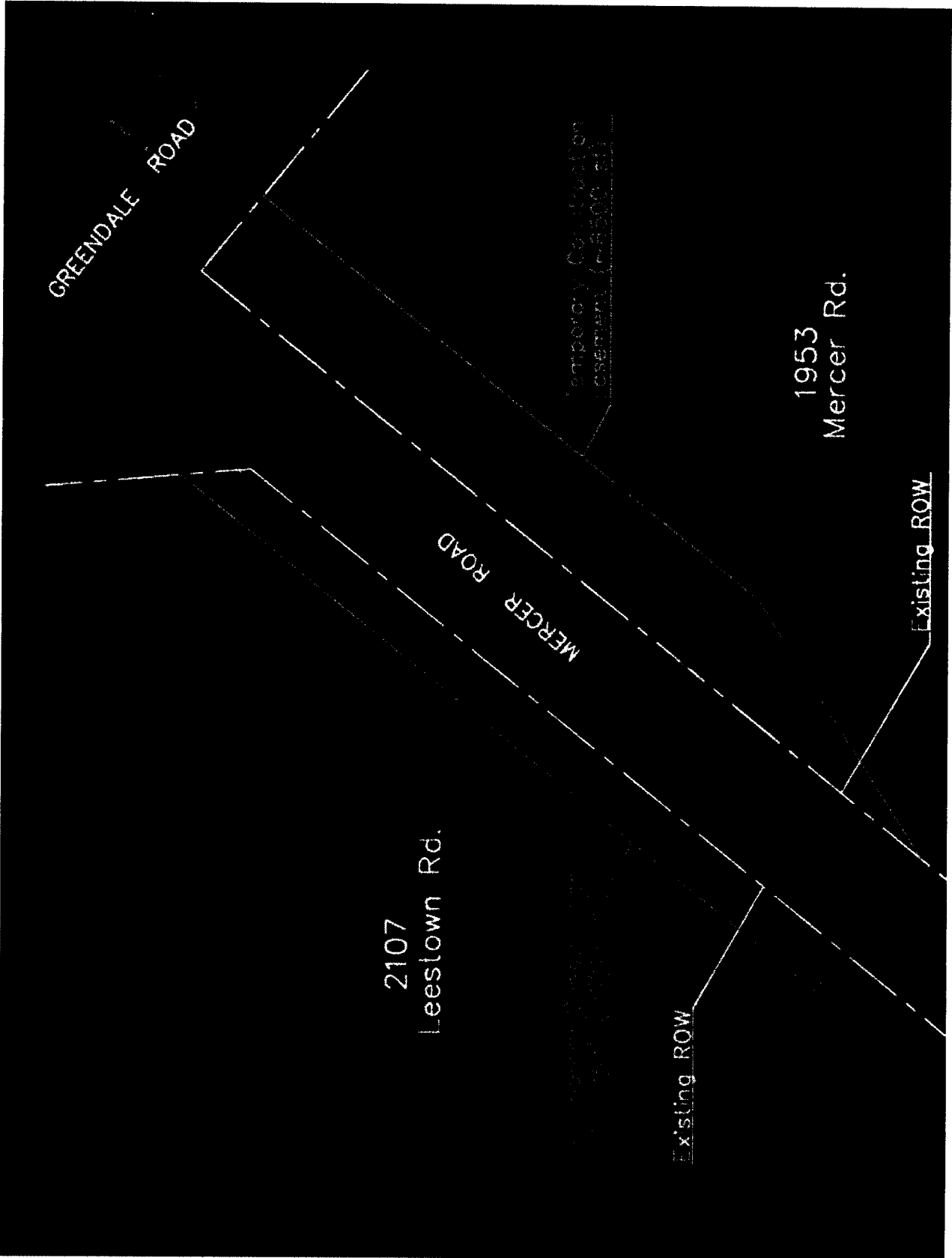
2107  
Leestown Rd.

MERCER ROAD

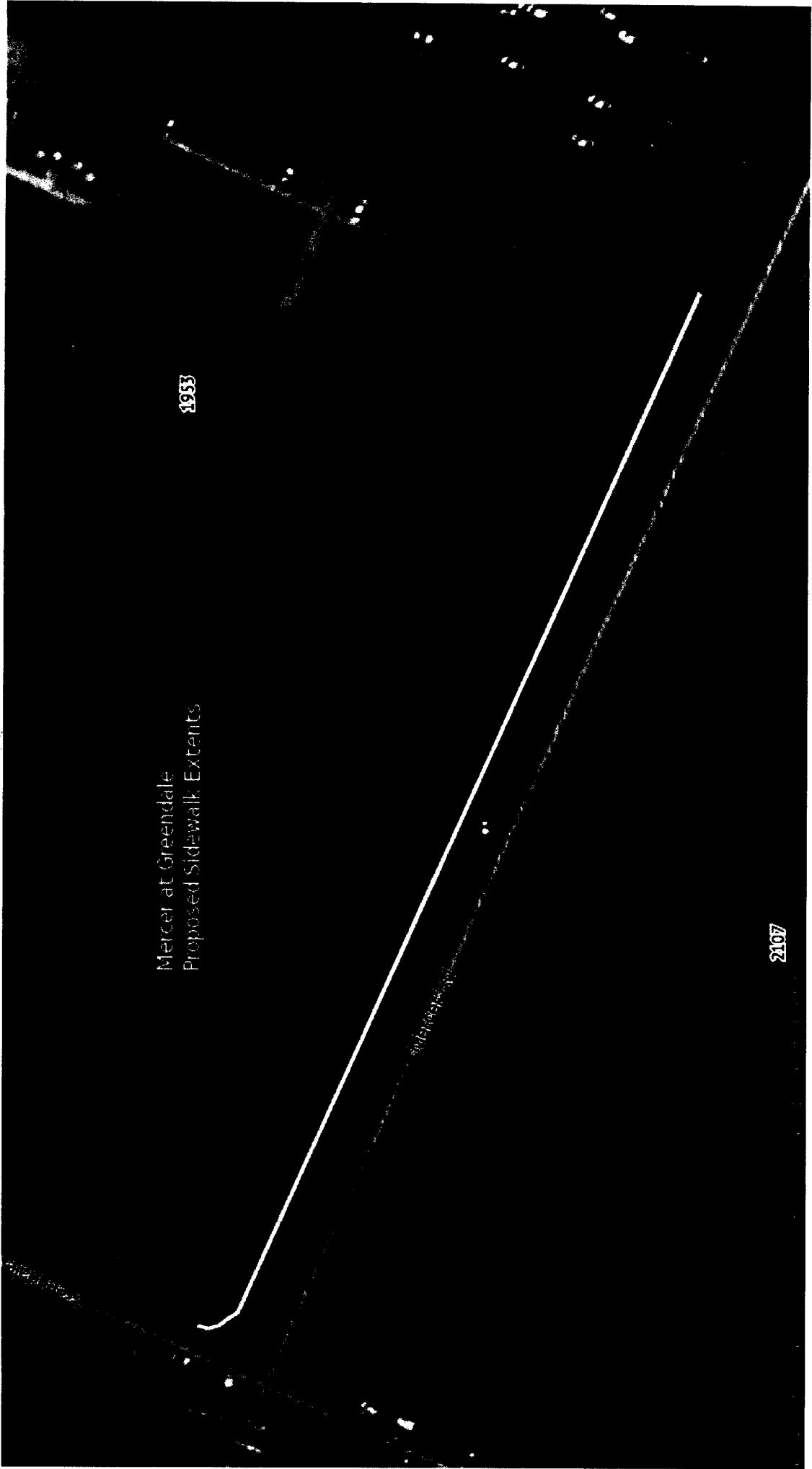
1953  
Mercer Rd.

Existing ROW

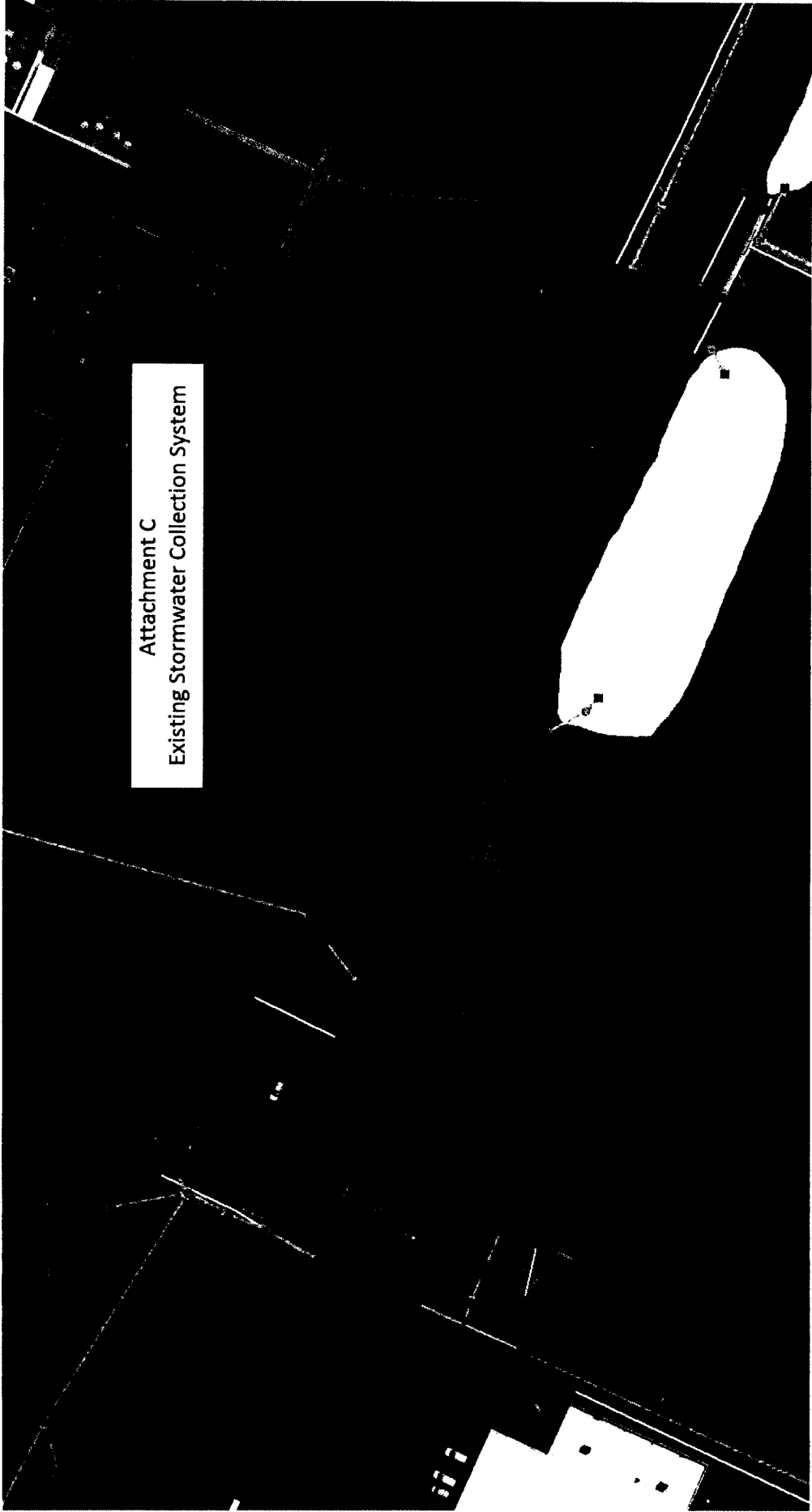
Existing ROW



# Attachment B



Attachment C  
Existing Stormwater Collection System





**Matthew G. Bevin**  
Governor

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

Department of Highways, District 5 Office  
8310 Westport Road  
Louisville, KY 40242-3042  
(502) 210-5400

**Greg Thomas**  
Secretary

March 8, 2018

Kelly Meyer  
HDR Engineering, Inc.  
2517 Sir Baton Way  
Lexington, KY 40509

Dear Mr. Meyer:

The Kentucky Transportation Cabinet has prepared for your review and signature the enclosed letter agreement for inspection services for the Lexington-Fayette Urban County Government's CMAQ-funded Mercer Road Project. This is not a notice to proceed.

As mentioned in the letter agreement, the LFUCG is administering this project with oversight from KYTC. The LFUCG will be issuing the notice to proceed and all requests and supporting documents for reimbursement should be sent to the LFUCG.

Please mail the signed original to Amanda Spencer, PE, Kentucky Transportation Cabinet, Division of Program Management, 200 Mero Street, Frankfort, KY 40622. And, email a scanned copy to [Amanda.Spencer@ky.gov](mailto:Amanda.Spencer@ky.gov).

Thank you in advance for your work on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "A. Spencer".

Amanda Spencer  
KYTC Program Management

ars  
Enclosures (1)

c: Jackie Jones, KYTC OLP  
Shane Tucker, KYTC Highway District 7





Matthew G. Bevin  
Governor

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

Frankfort, Kentucky 40622  
www.transportation.ky.gov/

Greg Thomas  
Secretary

February 20, 2018

LETTER AGREEMENT NO. 1

Kelly Meyer  
HDR Engineering, Inc.  
2517 Sir Barton Way  
Lexington, KY 40509

Subject: Statewide Local Public Agency (LPA) Services  
Fayette County - Mercer Road near Greendale Road  
Item No. 07-3720.00

Dear Mr. Meyer:

WHEREAS, on November 17, 2017, the Transportation Cabinet, DEPARTMENT of Highways (hereinafter referred to as the "Department") and HDR Engineering, Inc. (hereinafter referred to as the "Consultant"), entered into a Master Agreement whereby the Consultant would provide various Statewide Local Public Agency (LPA) Services at the request of the Department. The work to be performed by the Consultant shall be administered by the Lexington-Fayette Urban County Government (hereinafter referred to as the "LPA") with oversight by the Department.

WHEREAS, under the terms of Master Agreement No. 2017-11-6, PON2 625 1800000902 the Department now desires that the Consultant perform the following items of work on the above subject Project.

**STATEMENT OF WORK**

This Project provides for LPA Project Services, for adding a turn lane, bike lanes, and a sidewalk on Mercer Road near Greendale Road in Fayette County, Kentucky.


NOW, THEREFORE, in consideration of the aforesaid premises, the Department and the Consultant agree as follows:

1. Comply with the terms, conditions and provisions as set out in the above referenced Master Agreement (No. 2017-11-6).



2. The Department's Project Manager issued the Consultant with Notice to Proceed on this Letter Agreement No. 1 on December 5, 2017.
3. Consultant's proposal and scope of work are made a part of this Letter Agreement No. 1.
4. The Department will not directly reimburse the Consultant for any work as a result of this Letter Agreement. The LPA will reimburse the Consultant through a separate arrangement between the LPA and the Consultant. The Department will reimburse the LPA in accordance with a separate contract between the Department and the LPA.
5. It is expected that the Consultant will complete all work by October 15, 2018.
6. Funding: 12F0 C35 D625 FD52 1550 C034 E143  
Federal #: 000CM3003336  
State Program #: 9326901D  
County/Route: Fayette/Mercer Road near Greendale Road
7. The maximum amount payable under this Letter Agreement No. 1 is \$84,744.00. Letter Agreement No. 1 increases the total amount for Master Agreement (No. 2017-11-6) to \$84,744.00.

Sincerely,

  
Andy Barber, PE  
State Highway Engineer

ACCEPTED:

HDR Engineering, Inc.

By: 

Date: March 12, 2018

**Please sign and return this Letter Agreement to the Division of Professional Services.  
Funding will not be encumbered for reimbursement without return of a signed Letter Agreement.**



February 16, 2018

Amanda Spencer, PE  
Kentucky Transportation Cabinet  
Statewide LPA Coordinator  
Office of Local Programs  
Department of Rural & Municipal Aid  
Kentucky Transportation Cabinet  
6<sup>th</sup> Floor East, 200 Mero Street  
Frankfort, KY 40622

RE: Mercer Road at Greendale  
Fayette County, Kentucky  
Item No. 7-3720  
Master Agreement #2017-11-6  
Letter Agreement No. 1  
Fee Proposal

Dear Mrs. Spencer:

Please find enclosed our scope and fee proposal for providing engineering and related services for the subject project. This project includes the design for adding a turn lane, bike lanes and a sidewalk along Mercer Road near Greendale Road in Lexington. Drainage improvements and modifications to street lighting and an existing signal system will also be included with the project.

A project pre-design conference/scoping meeting was held at KYTC District 7 on January 8, 2018. Services to be provided include field survey and utility coordination, roadway engineering design, traffic signal and street lighting, meetings and landscaping plan development.

Sincerely,

Joseph Cochran, P.E.  
Project Manager  
CC: files



**KYTC SW LPA**  
**Letter Agreement No. 1**  
**LFUCG Mercer Road at Greendale**  
**Lexington, KY**

**Negotiation Minutes**  
February 16, 2018

**Participants:**

Mark Feibes - LFUCG  
Joe Cochran – HDR  
Jonathan West - HDR

All negotiations were held by e-mail transmittals and telephone conferences. General comments from the negotiations included:

1. The general project scope was discussed during the Contract Scoping Meeting conducted at the KYTC District 7 Conference Room on January 8, 2017.
2. The following summarizes negotiations with LFUCG:

<u>Date</u>	<u>Discussion</u>
12/5/17	HDR received notice of assignment for this project from KYTC.
12/11/17	HDR met with Mark Feibes at the project site for project discussion.
1/8/17	Scoping meeting held at KYTC.
1/8/17	HDR submitted (via email) draft scope/units to LFUCG for review.
1/12/18	LFUCG accepted scope/units with comments: remove computer setup on Line 30, no meeting with P&Z on Line 69, LFUCG will provide pavement design on Line 83.
1/23/18	HDR submitted (via email) a DRAFT Fee Proposal to LFUCG for review.
1/26/18	HDR submitted (via email) a revised Fee Proposal to LFUCG after removing public involvement from the scope.
2/15/18	Professional Services accepted (via email) HDR man-hours proposal with a total of 627 man-hours.
2/16/18	HDR submitted (via email) revised Fee Proposal to Professional Services.

3. Production Hour Negotiations

	HDR	KYTC	Negotiated Hours
	1/26/18	2/15/18	2/15/18
Survey	82	82	82
Preliminary Line and Grade	100	100	100
Utility Coordination	12	12	12
Right-of-way Plans	57	57	57
Final Plans	312	312	312
Meetings	64	64	64
<b>Total</b>	<b>627</b>	<b>627</b>	<b>627</b>



4. Project Schedule

KYTC Notice to Proceed 12/5/2017

Alternate Alignments Team Meeting (90 days from LFUCG NTP) 6/30/2018

Final Plans (140 days from LFUCG NTP) 9/15/2018

Prep. ROW/ease. plats and descriptions (160 days from LFUCG NTP) 10/15/2018

5. Payment Percentages

Alternate Alignments Team Meeting 50% Payment  
ROW/Plats 100% Payment

APPROVED:

HDR ENGINEERING, INC.

LFUCG



2/16/2018

Signature

Date

Signature

Date

Joe Cochran, P.E. Project Manager

Printed Name/Title

Printed Name/Title



KENTUCKY TRANSPORTATION CABINET  
 Department of Highways  
 DIVISION OF PROFESSIONAL SERVICES

TC 40-2  
 Rev. 12/2017  
 Page 1 of 1

**ENGINEERING AND RELATED SERVICES FEE PROPOSAL**

**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Feb 16, 2018	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	7-3720
<b>PROJECT:</b>	KYTC SW LPA - LA No. 1 - LFUCG Mercer Road at Greendale				
<b>DESC:</b>	Widen westbound approach of Mercer to create left, thru and right turn lanes, add bike and pedestrian				

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Survey	82	82	\$ 32.24	\$ 2,643.68
Preliminary Line and Grade	100	100	\$ 44.57	\$ 4,457.00
Utility Coordination	12	12	\$ 44.57	\$ 534.84
Right-of-Way Plans	57	57	\$ 44.57	\$ 2,540.49
Final Plans	312	312	\$ 44.57	\$ 13,905.84
Meetings	64	64	\$ 61.34	\$ 3,925.76
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>627</b>	<b>627</b>	<b>\$ 44.67</b>	<b>\$ 28,007.61</b>

<b>OVERHEAD ( 156.48 %)</b>	\$ 43,826.31
<b>PROFIT ( 15.00 %)</b>	\$ 10,775.09
<b>COST OF MONEY ( /0.35 %)</b>	\$ 99.06

DIRECT COSTS	AMOUNT
Mileage	\$ 539.00
Meals	\$ 100.00
Survey Crew Travel Time	\$ 1,257.00
Printing	\$ 140.00
<b>TOTAL DIRECT COSTS</b>	<b>\$ 2,036.00</b>

SUBCONSULTANTS	AMOUNT
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ -</b>

<b>TOTAL FEE</b>	<b>\$ 84,744</b>
------------------	------------------

\*Rounded to the nearest dollar

**SECTION 3: SIGNATURE**

<b>FIRM NAME: HDR Engineering</b>		<b>SIGNED BY: Ben Edelen</b>	
		Area Manager/Sr. Vice President	2/16/2018
<b>CONSULTANT SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>	
<b>PROFESSIONAL SERVICES SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>	

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Mercer Road	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.	7-3720	PREPARED BY	Joe Cochran
		DATE	1/26/2018

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.2	8	2
2	Utilities - (data gathering, identification & contact)	1	No.	5	1.5	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.2	8	2
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.2	4	2
5	Vertical	2	Mile	0.2	4	2
6	Process data	1	Mile	0.2	8	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(complete)</i>	2	Mile	0.2	40	16
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0.2	8	3
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	8	2
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 13-20 not required if used)</i>	2	Acre	2.6	4	21
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
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>(pickup)</i>	2	Acre	2.6	0.5	3
21	Process data	1	Mile	0.2	8	2
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel	2	1	2
23	Field tie property lines/corners	2	Parcel	2	0.5	2
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile	0.2	8	3
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	0.2	4	2
28	Stake Easement Acquisitions Prior to Bidding	2	Parcel	2	1	4
29	Set Property Corner Pins for R/W Acquisition	2	Parcel	1	2	4
<b>SURVEY TOTAL</b>						<b>82</b>

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right;">(revised 7/14)</span>					
COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design		
ROUTE	Mercer Road	CONSULTANT	HDR Engineering, Inc.		
DESC		REVIEWED BY			
ITEM NO.	7-3720	PREPARED BY	Joe Cochran		
		DATE	1/26/2018		
<b>PRELIMINARY LINE AND GRADE</b>					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	0	0	0
31	Prepare existing manuscripts	Mile	0.2	8	2
32	Establish approximate property lines and ownership	Parcel	2	0.5	1
33	Study and develop typical sections	No.	2	1	2
34	Study and develop horizontal alignments	Mile	0.2	80	16
35	Study and develop vertical alignments	Mile	0.2	80	16
36	Create and evaluate proposed roadway models	Mile	0.2	40	8
37	Design entrances	No.	1	1	1
38	Pre-size pipes (all alternates)	No.	6	0.5	3
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual	Intersection			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.			0
44	Study and develop maintenance of traffic plan	LS	1	4	4
45	Plot/print copies of plans for team meeting and inspections	LS	1	4	4
46	Calculate preliminary quantities and develop cost estimates	Alt.	2	4	8
47	Revise plans and estimates	LS	1	8	8
48	Preliminary Right of Way with taking areas	Parcel	2	0.5	1
49	Prepare Design Executive Summary	LS	0	0	0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	0	0	0
<b>PRELIMINARY LINE &amp; GRADE MISCELLANEOUS</b>					
51	Obtain and process LFUCG GIS data and mapping	LS	1	4	4
52	Identify Utility Conflicts and Develop Proposed Solutions	LS	1	4	4
53	Prepare Preliminary Design Technical Memorandum	LS	1	8	8
54	Environmental Support Documents	LS	1	8	8
55	Property Owner and Deed Research	Parcel	2	1	2
<b>PRELIMINARY LINE AND GRADE TOTAL</b>					<b>100</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	<u>FAYETTE</u>	PROJECT TYPE	<u>Phase I &amp; II Design</u>			
ROUTE	<u>Mercer Road</u>	CONSULTANT	<u>HDR Engineering, Inc.</u>			
DESC	_____	REVIEWED BY	_____			
ITEM NO.	<u>7-3720</u>	PREPARED BY	<u>Joe Cochran</u>			
		DATE	<u>1/26/2018</u>			
<b>UTILITY COORDINATION</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	2	2	8
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
<b>UTILITY COORDINATION MISCELLANEOUS</b>						
59	Correspondence with Utilities for Locations of Existing Facilities		LS	1	4	4
<b>UTILITY COORDINATION TOTAL</b>						<b>12</b>
<b>RIGHT OF WAY PLANS</b>						
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
60	Deed research	Parcel	2	1	2	
61	Establish property and ownership	Parcel	2	2	4	
62	Calculate Right of Way	Parcel	2	1	2	
63	Prepare legal descriptions	Parcel	2	1	2	
64	Complete Right of Way summary sheet	Parcel	2	0.5	1	
65	Generate Right of Way strip map (scale 1" = 100')	Sheet	1	4	4	
66	Prepare Right of Way Plans Submittal	LS	1	4	4	
67	Right of Way revisions after Right of Way submittal	Parcel	1	2	2	
<b>R/W PLANS MISCELLANEOUS</b>						
68	Deed Research for Existing Alignments	LS			0	
69	Prepare Legal Descriptions for Right of Way transfer (Plats)	Parcel	1	32	32	
70	Existing Easement Lines	LS	1	4	4	
71					0	
72						
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>57</b>

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right;">(revised 7/14)</span>			
COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Mercer Road	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.	7-3720	PREPARED BY	Joe Cochran
		DATE	1/26/2018

**FINAL PLAN PREPARATION**

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile	0.2	8	2
82	Refine alignments (horizontal & vertical)	Mile	0.2	8	2
83	Develop pavement design	No.	0		0
84	Finalize templates & transitions	No.	2	2	4
85	Develop final roadway model	Mile	0.2	40	8
86	Develop proposed design	Mile	0.2	40	8
87	Generate plan sheets (scale 1" = 20')	Sheet	2	4	8
88	Generate profile sheets (scale 1" = 20' Hor, 1" = 2' Vert)	Sheet	2	4	8
89	Detail cross sections (scale 1" = 5')	No.	18	0.5	9
90	Design entrances	No.	1	2	2
91	Revise roadway plans from soils report	Mile			0
<b>DRAINAGE</b>					
92	Develop pipe sections (< 54")	No.	3	3	9
93	Develop drainage system map	Mile	0.2	14	3
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A <= 200 acres)	No.	3	2	6
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A => 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A => 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A => 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile	0.4	12	5
105	Develop Erosion Control Plan	Mile	0.2	24	5
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
<b>DRAINAGE MISCELLANEOUS</b>					
112					0
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)					
COUNTY	<u>FAYETTE</u>	PROJECT TYPE	<u>Phase I &amp; II Design</u>		
ROUTE	<u>Mercer Road</u>	CONSULTANT	<u>HDR Engineering, Inc.</u>		
DESC		REVIEWED BY			
ITEM NO.	<u>7-3720</u>	PREPARED BY	<u>Joe Cochran</u>		
		DATE	<u>1/26/2018</u>		
FINAL PLAN PREPARATION (Continued)					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	2	2	4
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	0.2	14	3
121	Prepare elevation developments	No.	1	8	8
122	Prepare striping plan	No.	1	8	8
123	Calculate final quantities	Mile	0.2	28	6
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS	1	4	4
126	Complete drainage summary	LS	1	2	2
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	4	4
130	Plan revisions	Mile	0.2	32	6
131	Prepare final construction plans submittal	LS	1	8	8
MAINTENANCE OF TRAFFIC					
132	Write maintenance of traffic notes (TCP)	LS	1	8	8
133	Prepare construction phasing plans	Mile	0.2	40	8
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
FINAL PLANS MISCELLANEOUS					
138	Document available rock quantities	LS			0
139	Prepare Specifications and Bid Documents	LS	1	24	24
140	Street Lighting Design	LS	1	16	16
141	Signal Design	LS	1	40	40
142	Project Management	LS	1	40	40
143	Signage Plans	LS	1	16	16
144	Landscaping Plan	LS	1	16	16
FINAL PLANS TOTAL					312

<b>PRODUCTION-HOUR WORKSHEET</b> <span style="float: right;">(revised 7/14)</span>						
COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design			
ROUTE	Mercer Road	CONSULTANT	HDR Engineering, Inc.			
DESC		REVIEWED BY				
ITEM NO.	7-3720	PREPARED BY	Joe Cochran			
		DATE	1/26/2018			
<b>MEETINGS</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	2	No.	1	6	12
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.	1	6	12
153	Misc. project coordination meetings	2	No.	2	2	8
154	Project team meetings	2	No.	2	2	8
<b>MEETINGS MISCELLANEOUS</b>						
155	Property Owner Meetings	2	No.	2	2	8
156		3	No.			0
157	Attend Pre-Bid Meeting	2	No.	1	4	8
157	Attend Bid Opening	2	No.	1	4	8
<b>MEETINGS TOTAL</b>						<b>64</b>
<b>PUBLIC INVOLVEMENT</b>						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting	1	No.	2	0	0
162	Attend Advisory Committee/Officials Meeting	2	No.	2	0	0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings		No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination	1	No.	2	0	0
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167			No.			0
168						0
169						
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>0</b>
<b>QA/QC</b>						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review		LS			0
181	Structure review					0
<b>QA/QC TOTAL</b>						<b>0</b>



<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Mercer Road	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.	7-3720	PREPARED BY	Joe Cochran
		DATE	1/26/2018
<b>PRODUCTION-HOUR SUMMARY</b>			
SURVEY TOTAL			<b>82</b>
LINE AND GRADE TOTAL			<b>100</b>
UTILITY COORDINATION TOTAL			<b>12</b>
RIGHT OF WAY PLANS TOTAL			<b>57</b>
FINAL PLANS TOTAL			<b>312</b>
MEETINGS TOTAL			<b>64</b>
PUBLIC INVOLVEMENT TOTAL			<b>0</b>
QA/QC TOTAL			<b>0</b>
<b>GRAND TOTAL</b>			<b>627</b>

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
CLASSIFICATIONS AND DETERMINATION OF AVERAGE RATES**

COUNTY  
PROJECT  
UPN  
ITEM NO.

FAYETTE  
Mercer Road  
0  
7-3720

DATE 2/16/2018

Position	7/14/2017 Rate	Escalated Rate 2.507%	% Classification	Cost
<b>Survey</b>				
Land Surveyor	\$ 49.54	\$ 50.78	30%	\$ 15.23
Survey Party Chief/LS	\$ 28.12	\$ 28.83	35%	\$ 10.09
Survey Technician	\$ 19.28	\$ 19.76	35%	\$ 8.92
<b>Average Rate</b>			100%	<b>\$ 32.24</b>
<b>Preliminary Line and Grade</b>				
Senior Project Manager	\$ 71.90	\$ 73.70	10%	\$ 7.37
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.10	25%	\$ 13.27
Project Engineer	\$ 36.34	\$ 37.25	35%	\$ 13.04
Senior Designer	\$ 36.20	\$ 37.11	25%	\$ 9.28
Designer	\$ 31.46	\$ 32.25	5%	\$ 1.61
<b>Average Rate</b>			100%	<b>\$ 44.57</b>
<b>Utility Coordination</b>				
Senior Project Manager	\$ 71.90	\$ 73.70	10%	\$ 7.37
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.10	25%	\$ 13.27
Project Engineer	\$ 36.34	\$ 37.25	35%	\$ 13.04
Senior Designer	\$ 36.20	\$ 37.11	25%	\$ 9.28
Designer	\$ 31.46	\$ 32.25	5%	\$ 1.61
<b>Average Rate</b>			100%	<b>\$ 44.57</b>
<b>Right Of Way Plans</b>				
Senior Project Manager	\$ 71.90	\$ 73.70	10%	\$ 7.37
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.10	25%	\$ 13.27
Project Engineer	\$ 36.34	\$ 37.25	35%	\$ 13.04
Senior Designer	\$ 36.20	\$ 37.11	25%	\$ 9.28
Designer	\$ 31.46	\$ 32.25	5%	\$ 1.61
<b>Average Rate</b>			100%	<b>\$ 44.57</b>
<b>Final Plans</b>				
Senior Project Manager	\$ 71.90	\$ 73.70	10%	\$ 7.37
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.10	25%	\$ 13.27
Project Engineer	\$ 36.34	\$ 37.25	35%	\$ 13.04
Senior Designer	\$ 36.20	\$ 37.11	25%	\$ 9.28
Designer	\$ 31.46	\$ 32.25	5%	\$ 1.61
<b>Average Rate</b>			100%	<b>\$ 44.57</b>
<b>Meetings</b>				
Senior Project Manager	\$ 71.90	\$ 73.70	40%	\$ 29.48
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.10	60%	\$ 31.86
<b>Average Rate</b>			100%	<b>\$ 61.34</b>

Escalated rate increase based on midpoint of project. Maximum allowed salary increase is 3.20%.

- Notice to Proceed 12/5/2017
- Midpoint of Project 4/26/2018
- Final Plans 9/15/2018

- Audited Rates as of: 7/14/2017
- Midpoint of Project 4/26/2018
- Days (7/14/2017 to Midpoint) = 286

286 Days + 365 =	0.784 Years
0.784 Years x 3.20% per year	2.507% = Escalation Rate

**TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIRECT COSTS**

COUNTY FAYETTE  
PROJECT Mercer Road  
UPN 0  
ITEM NO 7-3720

DATE 2/18/2018

SURVEY CREW									
Area	Total Manhours - 8 hours	+ No. of Crew Members	= No. of Days	Mileage		Miles/Trip	Rate/Mile	Mileage Cost	
				No. of Round Trips/Day	= Total No. of Trips				
Survey Crew	10	2	5	1	5	160	\$ 0.54	\$ 432	
	10	0	0	0	0	0	0.41	\$ -	
<b>Total Mileage</b>								\$ 432	
Meals									
Area	Total Manhours + 8 hours	+ No. of Crew Members	= No. of Days	x No. of Crew Members	= Total Days		Meal	Rate/day	Meals Cost
Survey Crew	10	2	5	2	10		Lunch	\$ 10.00	\$ 100
	10	0	0	0	0			\$ -	\$ -
	10	0	0	0	0			\$ -	\$ -
	10	0	0	0	0			\$ -	\$ -
	10	0	0	0	0			\$ -	\$ -
<b>Total Meals</b>								\$ 100	
*Meals \$8.00-breakfast, \$10.00-lunch, \$18.00-dinner									
Travel Time									
Area	No. of Trips	Hours/Trip	No. of Crew Members	x Avg Hourly Survey Rate	x 1.3				Travel Time
Survey Crew	5	3	2	\$ 967.20	\$ 1,257.36				\$ 1,257
<b>Total Travel Time</b>								\$ 1,257	
Lodging									
Area		# of Nights	x \$90/Night	x No. of Rooms					Lodging Cost
Survey Crew		0	\$ 90.00	0					\$ -
<b>Total Lodging</b>								\$ -	

OTHER PERSONNEL									
Mileage									
Area		# Miles	Rate/Mile	Mileage Cost					
To/From Meetings		260	\$ 0.41	\$ 107					
		0	0.41	\$ -					
<b>Total Mileage</b>				\$ 107					
Meals									
Area		x No. of Persons	Meal	Rate/day	Meals Cost				
		0		\$ -	\$ -				
		0		\$ -	\$ -				
		0		\$ -	\$ -				
		0		\$ -	\$ -				
		0		\$ -	\$ -				
<b>Total Meals</b>								\$ -	
*Meals \$8.00-breakfast, \$10.00-lunch, \$18.00-dinner									
Lodging									
Area		# of Nights	x \$90/Night	x No. of Rooms					Lodging Cost
			\$ 90.00						\$ -
<b>Total Lodging</b>								\$ -	

PRINTING				
Item	No. of Sheets	Cost (each)	Printing Cost	
Miscellaneous Reports / Documents - 8-1/2" x 11"	200	\$0.10	\$ 20	
Sheets for Preliminary Plans and Grade Inspection - full size - B/W	60	\$1.00	\$ 60	
Final Check Prints / Production Prints - full size - B/W	30	\$1.00	\$ 30	
Half Scale Plans for Joint Inspection	120	\$0.25	\$ 30	
Final Mylars - full size	0	\$5.00	\$ -	
Color Prints for Council Person Meeting - full size	0	\$10.00	\$ -	
<b>Total Printing</b>			\$ 140	

MISCELLANEOUS			
Item	No.	Cost (each)	Misc. Cost
	0	\$0.00	\$ -
	0	\$0.00	\$ -
<b>Total Misc.</b>			\$ -

## **Wells, Adrian A (KYTC)**

---

**From:** Dunaway, Patty B (KYTC)  
**Sent:** Tuesday, December 05, 2017 11:54 AM  
**To:** Frazier, Brad B (KYTC)  
**Cc:** Spencer, Amanda R (KYTC)  
**Subject:** Re: Statewide LPA Assignment 1 and 2

I approve. Thank you

Patty Dunaway, P. E.  
State Highway Engineer  
KYTC

On Dec 5, 2017, at 11:27 AM, Frazier, Brad B (KYTC) <[Brad.Frazier@ky.gov](mailto:Brad.Frazier@ky.gov)> wrote:

Good morning, Patty.

I am writing to request your approval of Statewide LPA Consultant Assignments 1 and 2 under our new Statewide LPA consultant master agreements. These are the 4<sup>th</sup> round of agreements that became effective on November 17, 2017:

**Recommended Assignment 1 – Integrated Engineering for design and inspection services for Webster County’s Providence Elementary School Safe Routes to School Project .** Preliminary Engineering, environmental, and design engineering for new sidewalks along South Green Street, Maple Street, Locust Street, and Finley Street in Providence. The consultant fee for this work will be less than the \$250,000 letter agreement limit and will be funded with Federal SRTS dollars.

**Recommended Assignment 2 – HDR for design services for the City of Lexington’s Mercer Road at Greendale Road Turn Lanes Project.** Preliminary engineering, environmental, and design engineering for widening both sides of Mercer Road along the westbound approach to Greendale Road intersection to provide separate lanes for left, right, and through traffic. This includes sidewalks, bike lanes, and modification of signals to support the lane use change. The consultant fee for this work will be less than the \$250,000 letter agreement limit and will be funded with Federal CMAQ dollars and local match.

Assignment records can be found here: N:\SHEOFF\LPA. These recommendations/requests are in keeping with the new statewide LPA rotation order: #1. Integrated, #2. HDR, #3. AECOM, #4. Palmer, and #5.QK4. If you have any questions, please let me know. Thanks.

## **Wells, Adrian A (KYTC)**

---

**From:** Mark Feibes <mfeibes@lexingtonky.gov>  
**Sent:** Wednesday, January 31, 2018 4:09 PM  
**To:** Jones, Jackie M (KYTC)  
**Cc:** Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Joe. Cochran (Joe.Cochran@hdrinc.com); West, Jonathan  
**Subject:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment  
**Attachments:** 2018 01 31 - Mercer Road at Greendale PHW wth Units.xlsx; Mercer Road Highway Design - Production-Hour Descriptions.pdf; Mercer Road - Basis of Units.pdf; Map.pdf

Jackie,

After negotiating production-hours with HDR for the subject project, I have received a completed fee proposal package from them. However, since their estimate exceeds 500 hours, I am just sending you a PHW with the units selected but not the associated hours, so that KYTC can perform an independent estimate. I have also attached supporting documentation from HDR.

Please let me know when you would like to receive the completed fee proposal package.

Sincerely,

**Mark Feibes, P.E.**

*Section Manager*

Department of Planning, Preservation and Development  
Division of Engineering, Design and Construction Section

859.258.3428 office  
[lexingtonky.gov](http://lexingtonky.gov)



**LEXINGTON**

**Confidentiality Statement:**

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

**From:** Jones, Jackie M (KYTC) [mailto:Jackie.Jones@ky.gov]  
**Sent:** Wednesday, December 06, 2017 6:47 PM  
**To:** Mark Feibes  
**Cc:** West, Jonathan; Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC)  
**Subject:** Re: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

[EXTERNAL] Use caution before clicking links and/or opening attachments.

You got me there! Ha!!

Mark is correct. Both on the project scope and that I shouldn't have tried correcting this email during our meeting today.

JJ

Sent from my iPhone

On Dec 6, 2017, at 5:03 PM, Mark Feibes <mfeibes@lexingtonky.gov> wrote:

Jackie,

I think you meant to cut and paste the next item down on your project summary spreadsheet (That's what you get for multi-tasking during our meeting.):

"WIDEN BOTH SIDES OF MERCER RD ALONG THE WESTBOUND APPROACH TO GREENDALE RD INTERSECTION TO PROVIDE SEPARATE LANES FOR LEFT, RIGHT & THROUGH TRAFFIC. THIS INCLUDES SIDEWALKS, BIKE LANES & MODIFICATION OF SIGNALS TO SUPPORT THE LANE USE CHANGE."

**Mark Feibes, P.E.**

*Section Manager*

Department of Planning, Preservation and Development  
Division of Engineering, Design and Construction Section

859.258.3428 office

[lexingtonky.gov](http://lexingtonky.gov)

<image001.png>

Confidentiality Statement:

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

**From:** Jones, Jackie M (KYTC) [<mailto:Jackie.Jones@ky.gov>]

**Sent:** Wednesday, December 06, 2017 10:51 AM

**To:** West, Jonathan

**Cc:** Mark Feibes; Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC)

**Subject:** Re: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

[EXTERNAL] Use caution before clicking links and/or opening attachments.

This is the correct project description:

Widening of east and westbound approaches of Manchester Street at the South Forbes Road intersection to provide dedicated left turn lanes from Manchester Street to Northbound and Southbound South Forbes Road.

JJ

Sent from my iPad

On Dec 6, 2017, at 9:37 AM, West, Jonathan <[Jonathan.West@hdrinc.com](mailto:Jonathan.West@hdrinc.com)> wrote:

No problem

Sent from my iPhone

On Dec 6, 2017, at 9:30 AM, Jones, Jackie M (KYTC) <[Jackie.Jones@ky.gov](mailto:Jackie.Jones@ky.gov)> wrote:

Actually you are right. I copied and pasted the text from another email. I'm in a meeting today but when I get back to the office I will send you the corrected scope.

JJ

Sent from my iPad

On Dec 6, 2017, at 7:43 AM, West, Jonathan  
<[Jonathan.West@hdrinc.com](mailto:Jonathan.West@hdrinc.com)> wrote:

Jackie,  
Is the project description below correct?

**Jonathan West**  
*KY Transportation Manager*

<image003.png>

D 502.909.3263 M 270.999.6560  
[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Jones, Jackie M (KYTC)  
[mailto:[Jackie.Jones@ky.gov](mailto:Jackie.Jones@ky.gov)]  
**Sent:** Tuesday, December 05, 2017 2:26 PM  
**To:** Mark Feibes; West, Jonathan  
**Cc:** Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC); Spencer, Amanda R (KYTC)  
**Subject:** 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

The State Highway Engineer has approved assignment of **HDR** to perform the following scope of work for the Mercer Road at Greendale Road Turn Lanes CMAQ project:

- **Construction of new sidewalks along South Green Street, Maple Street, Locust, Street and Finley Street in Providence**

The following items need to be addressed **before** we will issue a Notice to Proceed with the actual design phase of the project:

1. **Scoping Meeting-** At this meeting, we will work to define the scope and units. Once this has been defined HDR and LFUCG will need to work together on the person hour estimate. **If the hours are over 500 you must not share the estimate with the District as they will have to perform the independent estimate.** Required Attendees: Consultant, LPA Representative(s), District LPA Coordinator-Shane Tucker and KYTC Project Manager (me). This does not have to be in person-we can do it via phone if necessary.

2. Once the scoping meeting is completed the consultant shall send their final (LPA approved) person-hour estimate to me, Amanda Spencer and Brad Frazier. Also send the entire draft fee proposal package.
  - a. If the hours are greater than 500 the District will also need to send their final independent person-hour estimate to Amanda, Brad and me. If less than 500 hours then no independent estimate is required.

Once all the estimates are in, Amanda and/or Brad will work with KYTC Professional Services to get the person hours negotiated. Please note-Professional Services will handle any negotiations and finalizing the fee proposal package.

Please let me know if you have any questions. Let me know some dates/times that work for the scoping meeting.

Thanks.

Jackie Jones  
Kentucky Transportation Cabinet  
Office of Local Programs  
502-782-4734 (p)|502-229-6431 (c)  
<https://transportation.ky.gov/Local-Programs/>



## **Wells, Adrian A (KYTC)**

---

**From:** West, Jonathan <Jonathan.West@hdrinc.com>  
**Sent:** Wednesday, February 07, 2018 2:25 PM  
**To:** Spencer, Amanda R (KYTC)  
**Subject:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment  
**Attachments:** Fee Proposal Package - Mercer Road 1.26.2018.pdf

attached

**Jonathan West**  
*KY Transportation Manager*

D 502.909.3263 M 270.999.6560

[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Spencer, Amanda R (KYTC) [mailto:Amanda.Spencer@ky.gov]  
**Sent:** Wednesday, February 07, 2018 2:01 PM  
**To:** Mark Feibes; Jones, Jackie M (KYTC)  
**Cc:** Tucker, Shane S (KYTC-D07); Cochran, Joe; West, Jonathan  
**Subject:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment  
**Importance:** High

Jon West,

At your earlier convenience, would you send the full fee proposal pkg to me (only) on this one, please?  
Thanks!

Amanda Ratliff Spencer, PE  
KYTC Division of Program Management  
(502) 210-5453 (direct)

**From:** Mark Feibes [mailto:mfeibes@lexingtonky.gov]  
**Sent:** Wednesday, January 31, 2018 4:09 PM  
**To:** Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>  
**Cc:** Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Spencer, Amanda R (KYTC) <Amanda.Spencer@ky.gov>; Joe. Cochran (Joe.Cochran@hdrinc.com) <Joe.Cochran@hdrinc.com>; West, Jonathan <Jonathan.West@hdrinc.com>  
**Subject:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

Jackie,

After negotiating production-hours with HDR for the subject project, I have received a completed fee proposal package from them. However, since their estimate exceeds 500 hours, I am just sending you a PHW with the units selected but not the associated hours, so that KYTC can perform an independent estimate. I have also attached supporting documentation from HDR.

Please let me know when you would like to receive the completed fee proposal package.

Sincerely,

**Mark Feibes, P.E.**  
*Section Manager*  
Department of Planning, Preservation and Development  
Division of Engineering, Design and Construction Section

859.258.3428 office  
[lexingtonky.gov](http://lexingtonky.gov)



**Confidentiality Statement:**

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

**From:** Jones, Jackie M (KYTC) [<mailto:Jackie.Jones@ky.gov>]  
**Sent:** Wednesday, December 06, 2017 6:47 PM  
**To:** Mark Feibes  
**Cc:** West, Jonathan; Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC)  
**Subject:** Re: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

[EXTERNAL] Use caution before clicking links and/or opening attachments.

You got me there! Ha!!

Mark is correct. Both on the project scope and that I shouldn't have tried correcting this email during our meeting today.

JJ  
Sent from my iPhone

On Dec 6, 2017, at 5:03 PM, Mark Feibes <[mfeibes@lexingtonky.gov](mailto:mfeibes@lexingtonky.gov)> wrote:

Jackie,  
I think you meant to cut and paste the next item down on your project summary spreadsheet (That's what you get for multi-tasking during our meeting.):  
"WIDEN BOTH SIDES OF MERCER RD ALONG THE WESTBOUND APPROACH TO GREENDALE RD INTERSECTION TO PROVIDE SEPARATE LANES FOR LEFT, RIGHT & THROUGH TRAFFIC. THIS INCLUDES SIDEWALKS, BIKE LANES & MODIFICATION OF SIGNALS TO SUPPORT THE LANE USE CHANGE."

**Mark Feibes, P.E.**  
*Section Manager*  
Department of Planning, Preservation and Development  
Division of Engineering, Design and Construction Section

859.258.3428 office  
[lexingtonky.gov](http://lexingtonky.gov)  
<image001.png>

**Confidentiality Statement:**

The contents of this e-mail, facsimile, or letter and any files or attachments may contain information that is confidential or proprietary. This information is intended only for the use of the individuals and entities to who it is addressed. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail and delete this message and its attachments, if any.

**From:** Jones, Jackie M (KYTC) [<mailto:Jackie.Jones@ky.gov>]  
**Sent:** Wednesday, December 06, 2017 10:51 AM

**To:** West, Jonathan  
**Cc:** Mark Feibes; Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC)  
**Subject:** Re: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

[EXTERNAL] Use caution before clicking links and/or opening attachments.

This is the correct project description:

Widening of east and westbound approaches of Manchester Street at the South Forbes Road intersection to provide dedicated left turn lanes from Manchester Street to Northbound and Southbound South Forbes Road.

JJ

Sent from my iPad

On Dec 6, 2017, at 9:37 AM, West, Jonathan <[Jonathan.West@hdrinc.com](mailto:Jonathan.West@hdrinc.com)> wrote:

No problem

Sent from my iPhone

On Dec 6, 2017, at 9:30 AM, Jones, Jackie M (KYTC) <[Jackie.Jones@ky.gov](mailto:Jackie.Jones@ky.gov)> wrote:

Actually you are right. I copied and pasted the text from another email. I'm in a meeting today but when I get back to the office I will send you the corrected scope.

JJ

Sent from my iPad

On Dec 6, 2017, at 7:43 AM, West, Jonathan <[Jonathan.West@hdrinc.com](mailto:Jonathan.West@hdrinc.com)> wrote:

Jackie,  
Is the project description below correct?

**Jonathan West**  
*KY Transportation Manager*

<image003.png>

D 502.909.3263 M 270.999.6560  
[hdrinc.com/follow-us](http://hdrinc.com/follow-us)

**From:** Jones, Jackie M (KYTC)  
[<mailto:Jackie.Jones@ky.gov>]  
**Sent:** Tuesday, December 05, 2017 2:26 PM  
**To:** Mark Feibes; West, Jonathan  
**Cc:** Tucker, Shane S (KYTC-D07); Spencer, Amanda R (KYTC); Frazier, Brad B (KYTC); Spencer, Amanda R (KYTC)  
**Subject:** 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

The State Highway Engineer has approved assignment of **HDR** to perform the following scope of work for the Mercer Road at Greendale Road Turn Lanes CMAQ project:

- **Construction of new sidewalks along South Green Street, Maple Street, Locust, Street and Finley Street in Providence**

The following items need to be addressed **before** we will issue a Notice to Proceed with the actual design phase of the project:

1. Scoping Meeting- At this meeting, we will work to define the scope and units. Once this has been defined HDR and LFUCG will need to work together on the person hour estimate. **If the hours are over 500 you must not share the estimate with the District as they will have to perform the independent estimate.** Required Attendees: Consultant, LPA Representative(s), District LPA Coordinator-Shane Tucker and KYTC Project Manager (me). This does not have to be in person-we can do it via phone if necessary.
2. Once the scoping meeting is completed the consultant shall send their final (LPA approved) person-hour estimate to me, Amanda Spencer and Brad Frazier. Also send the entire draft fee proposal package.
  - a. If the hours are greater than 500 the District will also need to send their final independent person-hour estimate to Amanda, Brad and me. If less than 500 hours then no independent estimate is required.

Once all the estimates are in, Amanda and/or Brad will work with KYTC Professional Services to get the person hours negotiated. Please note-Professional Services will handle any negotiations and finalizing the fee proposal package.

Please let me know if you have any questions. Let me know some dates/times that work for the scoping meeting.

Thanks.

## **Wells, Adrian A (KYTC)**

---

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Friday, February 09, 2018 4:50 PM  
**To:** Maynard, Megan F (KYTC); Wells, Adrian A (KYTC); Gormley, David E (KYTC); Wells, Adrian A (KYTC)  
**Cc:** Pelfrey, Eric A (KYTC)  
**Subject:** FW: Request for Statewide LPA LA 7-3720  
**Attachments:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment; Copy of 2018 01 31 - Mercer Road at Greendale PHW wth Units.xlsx; Re: Statewide LPA Assignment 1 and 2; RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

Forgot to copy the team. I apologize!

Amanda Ratliff Spencer, PE  
KYTC Division of Program Management  
(502) 210-5453 (direct)

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Friday, February 09, 2018 4:44 PM  
**To:** Pelfrey, Eric A (KYTC) <Eric.Pelfrey@ky.gov>  
**Cc:** Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>; Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Oatman, Susan (KYTC-D05) <Susan.Oatman@ky.gov>  
**Subject:** Request for Statewide LPA LA 7-3720

Eric and Team,

I am writing to request negotiation and a draft statewide LPA Letter Agreement for:

- **Consultant:** HDR
- **Local Public Agency:** Lexington
- **County:** Fayette
- **KYTC Item No.:** 7-3720
- **Project Description:** Design Services for "WIDEN BOTH SIDES OF MERCER RD ALONG THE WESTBOUND APPROACH TO GREENDALE RD INTERSECTION TO PROVIDE SEPARATE LANES FOR LEFT, RIGHT & THROUGH TRAFFIC. THIS INCLUDES SIDEWALKS, BIKE LANES & MODIFICATION OF SIGNALS TO SUPPORT THE LANE USE CHANGE"
- **Assignment Date (SHE Approval Date):** 12-5-17, **see attached email**
- **Master Agreement Number:** 2017-11-6
- **Letter Agreement:** 1
- **Proposed Consultant Fee:** \$84,996 **Fee proposal attached (embedded in email from Jon West)**
- **Is there a separate MOA with the LPA?** Yes.
- **Is funding authorized to cover the proposed fee?** Yes; **TC-10 attached (20% will come from local match).**
- **Funding:** Federal CMAQ
- **Authorization No.:** 93269
- **Federal No.:** CM 3003 336
- **Reimbursement:** The LPA will reimburse the consultant per the MOA.
- **Have the hours been approved?** **Independent Estimate from D7 attached (754 versus HDR's 627) – please do your thing.**
- **KYTC Project Manager:** Jackie Jones, OLP

Thank you!

Amanda Ratliff Spencer, PE

## **Wells, Adrian A (KYTC)**

---

**From:** Gormley, David E (KYTC)  
**Sent:** Thursday, February 15, 2018 8:46 AM  
**To:** joe.cochran@hdrinc.com; Spencer, Amanda R (KYTC); West, Jonathan  
**Cc:** Pelfrey, Eric A (KYTC); Wells, Adrian A (KYTC); Tucker, Shane S (KYTC-D07); Perry, Patrick (KYTC)  
**Subject:** HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Joe,

The Division of Professional Services has received independent proposed production hours from HDR and our LPA Project Manager for the Mercer Road improvements in Fayette County. This work was assigned as Letter Agreement No. 1 under Statewide LPA Master Agreement #2017-11-6. After reviewing the total hours, there were some slight differences between a few individual items, but the overall totals were within ranges of recently accepted similar projects. There appears to be a good understanding of anticipated level of effort to accomplish this work and the Division of Professional Services is comfortable accepting all 627 hours as submitted by HDR.

Please coordinate with Adrian to ensure that all items that have already been received are accurate before submitting to her the fully negotiated fee proposal package. To aid in the preparation of consultant fee proposals, several checklists are provided in a new document on the Professional Services webpage at: [Fee Proposal Checklists for Contracts Agreements and Modifications.pdf](#). This includes Checklists for Minutes of Negotiations and Letter Agreements. We look forward to working with you on this project.

Thanks,

*David Gormley*

**Kentucky Transportation Cabinet**  
**Division of Professional Services**  
**200 Mero Street**  
**Frankfort, Kentucky 40622**  
**Phone : 502-782-5107**  
**email : [David.Gormley@ky.gov](mailto:David.Gormley@ky.gov)**



This message is sent on behalf of the Kentucky Transportation Cabinet, and may be privileged, proprietary, or confidential. It is intended only for the recipient. If you have received this message and are not the intended recipient, this message's contents are not to be disclosed, copied, or distributed. If you have received this message in error, please notify me immediately using the information shown above, and dispose and or delete this message.

## Shaw, Michael M (KYTC)

---

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Friday, February 09, 2018 4:48 PM  
**To:** Maynard, Megan F (KYTC); Wells, Adrian A (KYTC); Gormley, David E (KYTC); Wells, Adrian A (KYTC)  
**Cc:** Pelfrey, Eric A (KYTC)  
**Subject:** FW: Request for Statewide LPA LA 7-3720  
**Attachments:** RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment; Copy of 2018 01 31 - Mercer Road at Greendale PHW wth Units.xlsx; Re: Statewide LPA Assignment 1 and 2; RE: 07-03720.00: Mercer Road at Greendale Road Turn Lanes CMAQ Project-Consultant Assignment

Forgot to copy the team. I apologize!

Amanda Ratliff Spencer, PE  
KYTC Division of Program Management  
(502) 210-5453 (direct)

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Friday, February 09, 2018 4:44 PM  
**To:** Pelfrey, Eric A (KYTC) <Eric.Pelfrey@ky.gov>  
**Cc:** Jones, Jackie M (KYTC) <Jackie.Jones@ky.gov>; Tucker, Shane S (KYTC-D07) <Shane.Tucker@ky.gov>; Oatman, Susan (KYTC-D05) <Susan.Oatman@ky.gov>  
**Subject:** Request for Statewide LPA LA 7-3720

Eric and Team,

I am writing to request negotiation and a draft statewide LPA Letter Agreement for:

- **Consultant:** HDR
- **Local Public Agency:** Lexington
- **County:** Fayette
- **KYTC Item No.:** 7-3720
- **Project Description:** Design Services for "WIDEN BOTH SIDES OF MERCER RD ALONG THE WESTBOUND APPROACH TO GREENDALE RD INTERSECTION TO PROVIDE SEPARATE LANES FOR LEFT, RIGHT & THROUGH TRAFFIC. THIS INCLUDES SIDEWALKS, BIKE LANES & MODIFICATION OF SIGNALS TO SUPPORT THE LANE USE CHANGE"
- **Assignment Date (SHE Approval Date):** 12-5-17, see attached email
- **Master Agreement Number:** 2017-11-6
- **Letter Agreement:** 1
- **Proposed Consultant Fee:** \$84,996 Fee proposal attached (embedded in email from Jon West)
- **Is there a separate MOA with the LPA?** Yes.
- **Is funding authorized to cover the proposed fee?** Yes; TC-10 attached (20% will come from local match).
- **Funding:** Federal CMAQ
- **Authorization No.:** 93269
- **Federal No.:** CM 3003 336
- **Reimbursement:** The LPA will reimburse the consultant per the MOA.
- **Have the hours been approved? Independent Estimate from D7 attached (754 versus HDR's 627) – please do your thing.**
- **KYTC Project Manager:** Jackie Jones, OLP

Thank you!

## **Maynard, Megan F (KYTC)**

---

**From:** Shaw, Michael M (KYTC)  
**Sent:** Tuesday, February 27, 2018 10:18 AM  
**To:** Maynard, Megan F (KYTC)  
**Subject:** FW: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation  
**Attachments:** FW: Request for Statewide LPA LA 7-3720

*Michael Shaw*

**Kentucky Transportation Cabinet, Professional Services – Technical Section**  
**200 Mero Street; 3rd Floor, Frankfort KY 40622**  
**Tel (502) 782-5109 Fax (502) 564-4422 [Michael.Shaw@ky.gov](mailto:Michael.Shaw@ky.gov)**

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Tuesday, February 27, 2018 9:34 AM  
**To:** Shaw, Michael M (KYTC) <Michael.Shaw@ky.gov>  
**Cc:** Pelfrey, Eric A (KYTC) <Eric.Pelfrey@ky.gov>  
**Subject:** RE: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Hey, yes, this looks correct. Please route.

I have attached the request email for your files – it looks like I forgot to copy you. I apologize. And, thanks for figuring everything out.

Also, I didn't intend to imply that this one was a rush. I should have communicated better.

Last apology ☺, I got pulled into a hornet's nest upstairs have been MIA since Wednesday.

Thank you for your help with this!

Amanda R. Spencer, P.E.  
Kentucky Transportation Cabinet  
502.210.5453 (District 5 Direct)  
502.782.4760 (Frankfort Direct)

**From:** Shaw, Michael M (KYTC)  
**Sent:** Tuesday, February 20, 2018 3:59 PM  
**To:** Spencer, Amanda R (KYTC) <Amanda.Spencer@ky.gov>  
**Subject:** RE: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Hey,

Disregard my previous email, I think I figured all the project details out. Based on the funding I figured there was a separate MOA and the LFUCG was reimbursing the consultant. I also used the consultants assignment date listed on their proposal, 12/05/17. Take a look at this Letter Agreement and make sure I got it all right, see attached. If you approve I'll have Megan send this one up for signature asap.



Thanks,

*Michael Shaw*

**Kentucky Transportation Cabinet, Professional Services – Technical Section  
200 Mero Street; 3rd Floor, Frankfort KY 40622  
Tel (502) 782-5109 Fax (502) 564-4422 [Michael.Shaw@ky.gov](mailto:Michael.Shaw@ky.gov)**

**From:** Shaw, Michael M (KYTC)  
**Sent:** Tuesday, February 20, 2018 3:40 PM  
**To:** Spencer, Amanda R (KYTC) <[Amanda.Spencer@ky.gov](mailto:Amanda.Spencer@ky.gov)>  
**Subject:** RE: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Amanda,  
Can you send me your usual project details on this one...

- Consultant:
- Local Public Agency:
- County:
- KYTC Item No.:
- Project Description:
- Assignment Date (SHE Approval Date):
- Master Agreement Number:
- Letter Agreement:
- Proposed Consultant Fee:
- Is there a separate MOA with the LPA?
- Is funding authorized to cover the proposed fee?
- Funding:
- Authorization No.:
- Federal No.:
- Reimbursement:
- Have the hours been approved?
- KYTC Project Manager:

*Michael Shaw*

**Kentucky Transportation Cabinet, Professional Services – Technical Section  
200 Mero Street; 3rd Floor, Frankfort KY 40622  
Tel (502) 782-5109 Fax (502) 564-4422 [Michael.Shaw@ky.gov](mailto:Michael.Shaw@ky.gov)**

**From:** Spencer, Amanda R (KYTC)  
**Sent:** Tuesday, February 20, 2018 12:14 PM  
**To:** Shaw, Michael M (KYTC) <[Michael.Shaw@ky.gov](mailto:Michael.Shaw@ky.gov)>  
**Subject:** FW: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Think this one will go today? LPA has asked me for timeline.  
Thanks!

Amanda R. Spencer, P.E.  
Kentucky Transportation Cabinet  
502.210.5453 (District 5 Direct)  
502.782.4760 (Frankfort Direct)

**From:** Wells, Adrian A (KYTC)  
**Sent:** Monday, February 19, 2018 11:01 AM  
**To:** Spencer, Amanda R (KYTC) <[Amanda.Spencer@ky.gov](mailto:Amanda.Spencer@ky.gov)>; Maynard, Megan F (KYTC) <[megan.maynard@ky.gov](mailto:megan.maynard@ky.gov)>; Shaw, Michael M (KYTC) <[Michael.Shaw@ky.gov](mailto:Michael.Shaw@ky.gov)>  
**Cc:** Tucker, Shane S (KYTC-D07) <[Shane.Tucker@ky.gov](mailto:Shane.Tucker@ky.gov)>; Perry, Patrick (KYTC) <[patrick.perry@ky.gov](mailto:patrick.perry@ky.gov)>; Gormley, David E (KYTC) <[David.Gormley@ky.gov](mailto:David.Gormley@ky.gov)>; Pelfrey, Eric A (KYTC) <[Eric.Pelfrey@ky.gov](mailto:Eric.Pelfrey@ky.gov)>  
**Subject:** FW: HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

All rates and calculations are correct. This is ready to write. Thanks!

**From:** Gormley, David E (KYTC) [<mailto:David.Gormley@ky.gov>]  
**Sent:** Thursday, February 15, 2018 8:46 AM  
**To:** Cochran, Joe <[Joe.Cochran@hdrinc.com](mailto:Joe.Cochran@hdrinc.com)>; Spencer, Amanda R (KYTC) <[Amanda.Spencer@ky.gov](mailto:Amanda.Spencer@ky.gov)>; West, Jonathan <[Jonathan.West@hdrinc.com](mailto:Jonathan.West@hdrinc.com)>  
**Cc:** Pelfrey, Eric A (KYTC) <[Eric.Pelfrey@ky.gov](mailto:Eric.Pelfrey@ky.gov)>; Wells, Adrian A (KYTC) <[Adrian.Wells@ky.gov](mailto:Adrian.Wells@ky.gov)>; Tucker, Shane S (KYTC-D07) <[Shane.Tucker@ky.gov](mailto:Shane.Tucker@ky.gov)>; Perry, Patrick (KYTC) <[patrick.perry@ky.gov](mailto:patrick.perry@ky.gov)>  
**Subject:** HDR | Fayette | 7-3720 | SW LPA project | Ag# 2017-11-6 | LA# 1 | Negotiation

Joe,

The Division of Professional Services has received independent proposed production hours from HDR and our LPA Project Manager for the Mercer Road improvements in Fayette County. This work was assigned as Letter Agreement No. 1 under Statewide LPA Master Agreement #2017-11-6. After reviewing the total hours, there were some slight differences between a few individual items, but the overall totals were within ranges of recently accepted similar projects. There appears to be a good understanding of anticipated level of effort to accomplish this work and the Division of Professional Services is comfortable accepting all 627 hours as submitted by HDR.

Please coordinate with Adrian to ensure that all items that have already been received are accurate before submitting to her the fully negotiated fee proposal package. To aid in the preparation of consultant fee proposals, several checklists are provided in a new document on the Professional Services webpage at: [Fee Proposal Checklists for Contracts Agreements and Modifications.pdf](#). This includes Checklists for Minutes of Negotiations and Letter Agreements. We look forward to working with you on this project.

Thanks,

*David Gormley*

**Kentucky Transportation Cabinet**  
**Division of Professional Services**  
**200 Mero Street**  
**Frankfort, Kentucky 40622**  
**Phone : 502-782-5107**  
**email : [David.Gormley@ky.gov](mailto:David.Gormley@ky.gov)**



This message is sent on behalf of the Kentucky Transportation Cabinet, and may be privileged, proprietary, or confidential. It is intended only for the recipient. If you have received this message and are not the intended recipient, this message's contents are not to be disclosed, copied, or distributed. If you have received this message in error, please notify me immediately using the information shown above, and dispose and or delete this message.



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

3/19/2018

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> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> _____ <b>FAX (A/C No.):</b> _____ <b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> 1429676 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Lexington Insurance Company	19437
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES** \*HDRIN01 **CERTIFICATE NUMBER:** 15277182 **REVISION NUMBER:** XXXXXXXX

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<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		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	061853691	6/1/2017	6/1/2018	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 MERCER ROAD IMPROVEMENTS AT GREENDALE. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

<b>CERTIFICATE HOLDER</b> 15277182 LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ATTN: MARK FEIBES 200 E. MAIN STREET LEXINGTON KY 40507	<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 
-----------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/19/2018

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> Willis of Minnesota, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 1-877-945-7378      FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company      23035	
	<b>INSURER B:</b> Liberty Mutual Insurance Company      23043	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER: W5528449**      **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	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:		Y				Y	PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:							PRODUCTS - COMP/OP AGG \$ 4,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b>			AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	Y				Y	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
								PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			TH7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	Y				Y	AGGREGATE \$ 5,000,000
DED      RETENTION \$							\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WA7-64D-444950-017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				Y	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							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)

Re: Mercer Road Improvements at Greendale.

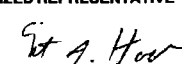
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract. Umbrella/Excess policy is Follows Form over General Liability, Auto Liability and Employers Liability.

### CERTIFICATE HOLDER

Lexington-Fayette Urban County Government  
 Attn: Mark Feibes  
 200 E. Main Street  
 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  


AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Minnesota, Inc.		NAMED INSURED HDR Engineering, Inc. 8404 Indian Hills Drive Omaha, NE 68114	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insureds: Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest.

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

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number TB2-641-444950-037  
Issued by

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

**OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**Schedule**

**Person or Organization:** Where required by written contract.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization shown in the Schedule of this endorsement that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

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

As required by written contract

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-047  
Issued by: Liberty Mutual Fire Insurance Co.

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

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



POLICY NUMBER: TB2-641-444950-037

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
-------------------------------------------------------------------------------------

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

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

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:

For attachment to Policy No WA7-64D-444950-017  
\$

Effective Date 6/01/2017

Premium

Issued to:

Policy Number **TB2-641-444950-037**  
Issued by

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number **AS2-641-444950-047**  
Issued by

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

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

<b>Schedule</b>		
<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
Per Schedule on File with Broker		30 Days

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):

Per Schedule on file with Company                      30 Days

All other terms and conditions of this policy remain unchanged.

Issued by

For attachment to Policy No. WA7-64D-444950-017    Effective Date 6/01/2017    Premium \$

Issued to

**Effective June 1, 2017 HDR will have two separate insurance brokers.**

**Lockton will remain HDR's insurance broker for professional liability only.**

**Willis Towers Watson will be HDR's new broker for:**

- 1. General Liability**
- 2. Automobile Liability**
- 3. Workers Compensation**
- 4. Property/Equipment**

**If professional liability is required by the contract documents provided in the insurance request, we will forward the information to Lockton for processing.**

**Please direct all questions regarding certificates of insurance to HDR's insurance manager, Matthew Peterson by email at [MPeterson@HDRInc.com](mailto:MPeterson@HDRInc.com) or by phone at (402)399-1499.**

**Regards,  
Willis Towers Watson Certificate Center  
Phone: 877-945-7378  
Fax: 888-467-2378  
Email: [certificates@willis.com](mailto:certificates@willis.com)**