

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of July 9, 2013 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **GRW Engineers, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Polo Club Boulevard Public Improvements Project**, as described in the attached Scope of Services document. The services include a design and preparation of complete construction plans and specifications to complete Polo Club Boulevard between Deer Haven Lane and Todds Road. 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. Final 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 90 percent complete. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

- 1.2.4. 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.

1.4. Construction Phase

During the Construction Phase, **CONSULTANT** shall:

- 1.4.1. Consult with and advise **OWNER** as requested.
- 1.4.2. When requested by **OWNER**, make visits to the site as an experienced and qualified design professional to determine that work is proceeding in accordance with the Contract Documents. **CONSULTANT** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.
- 1.4.3. Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract

Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s).

- 1.4.4. Conduct an inspection, with **OWNER**, to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder.

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence.
- 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 **\$199,737.00**.

5.1.2. For Extra Work

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the

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

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.7. Security Clause

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

6.8. Access to Records

The **CONSULTANT** and any subconsultant shall maintain all books, documents, papers, and accounting records, and make such materials available at their

respective offices at all reasonable times during the contract period and for three 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 assure 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. 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 occurrence, \$2 million aggregate.

- a.** 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".
- b.** Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits 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 suspended, voided, canceled by either party, reduced in coverage or in limits 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 suspended, voided, canceled by either party, reduced in coverage or in limits 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 suspended, voided, canceled by either party, reduced in coverage or in limits 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 twelve (12) pages.
- 8.2.2. Exhibit B - "Certificates of Insurance" consisting of two (2) 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.

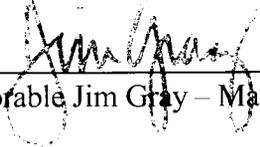
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, Kentucky 40507



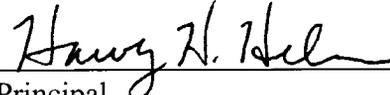
The Honorable Jim Gray – Mayor

CONSULTANT:

GRW Engineers, Inc.

801 Corporate Drive

Lexington, Kentucky 40503



Principal

EXHIBIT A
SCOPE OF SERVICES

Scope Of Work
POLO CLUB BOULEVARD
PUBLIC IMPROVEMENTS
March 2013

PROJECT DESCRIPTION

In July, 1996, The Lexington-Fayette Urban County Planning Commission adopted the *Expansion Area Master Plan*, which provides principles and best practices to guide development of 5,000 + acres of previously rural land earmarked for inclusion in the Urban Service Area. The Expansion Area is comprised of three major areas, denoted 1, 2 and 3, with the largest area 2 further divided into subareas 2A, 2B and 2C. Traversing much of the length of Expansion Area 2, from Athens-Boonesboro Road to Winchester Road, a boulevard roadway system was envisioned, to provide the spine of the street network. Within Expansion Areas 2A and 2B, this boulevard has developed as Polo Club Boulevard; within 2C it is Hays Boulevard.

The portion of Polo Club Boulevard included in this Scope of Services lies within Area 2B. Issues related to the timing of development, needed property acquisitions and availability of government funding have resulted in two segments of Polo Club Boulevard remaining unbuilt. The first segment involves the intersection with Deer Haven Lane, while the second segment entails the extension of Polo Club to, and suitable connection with, Todds Road.

The recent announcement by Fayette County Public Schools of their plans to open an elementary school in this neighborhood in August 2015 offers considerable incentive to complete these two missing segments of Polo Club Boulevard as soon as possible.

SCOPE OF WORK

This scope of work includes the final (Phase II) engineering design for two remaining sections of Polo Club Boulevard as described above and is based on drawings and electronic information obtained from available aerial photogrammetry and the project scope of work provided by the Lexington Fayette Urban County Government (LFUCG). Production hours are based on the following estimated units and the attached Description Of Production Hour Worksheet Items.

PROJECT LENGTH

Mainline (across Deer Haven)	450'
Mainline (extension to Todds Rd.)	860'
Tie to Deer Haven	270'
<hr/>	
TOTAL	1,580' = 0.30 miles

Description Of Production-Hour Worksheet Items

POLO CLUB BOULEVARD PUBLIC IMPROVEMENTS

SURVEY (N/A)

1-29 Field Survey

PRELIMINARY LINE AND GRADE (N/A)

30-59 Phase I design

RIGHT OF WAY

60 Deed research – *by LFUCG*

Research of all documents necessary to determine property lines, existing easements, encumbrances and ownership including a copy of the deed with deed book and page number and available plats.

61 **Establish property and ownership – 7 parcels**

Using field evidence and research documentation to accurately establish property lines, existing R/W, existing easements, owner names, lessee names, and parcel numbers. Document on plans.

62 **Calculate R/W – same as Item 60**

Calculate lines and areas of all proposed right of way and easement takings for each parcel. Depict all right of way and easements, including metes and bounds, on plans.

63 **Prepare legal descriptions – same as Item 60**

Prepare and check legal descriptions for each area of taking.

64 Prepare R/W summary sheet

Complete right of way summary sheet including all affected parcels.

65 **Generate right of way strip map – plats for right of way on each affected parcel**

Prepare plats at appropriate scale to meet current standard practice as coordinated with LFUCG. One plat is anticipated for each affected parcel. Generate individual strip map sheets.

66 **Prepare R/W Plans Submittal**

Generate the computer files of the R/W Plans, plot the original mylars, prepare electronic submittal of plans and deeds and submit plans, computer files, source deeds and proposed deed descriptions to the District Office. Detour runarounds or other maintenance of traffic plans that have impacts to the right of way or utilities shall be included in the Right of Way

Plans. A set of prints of drainage and cross sections may also be required to be included in the submittal.

Note: A set of prints is to be submitted to the LFUCG Project Manager for review prior to submittal of R/W Plans, if requested.

67 R/W revisions after R/W submittal

Prepare R/W plan revisions as necessary. Post R/W Plan submittal and prior to the final construction plan submittal. Includes re-submittal of revised plans (mylars), 1 set of prints with changes marked in red, plats, deed descriptions and electronic files.

68-72 Reserved for additional miscellaneous R/W items required

FINAL PLAN PREPARATION

80 Computer setup

Load and organize electronic data files (manuscripts, centerline data, coordinates data, terrain models etc.).

81 Update existing topography and terrain model

Using updated field data, modify and update the existing topography and terrain model.

82 Refine alignments (horizontal & vertical)

Refine, adjust, and document the preferred horizontal and vertical alignments accommodating greater detail in tie-down points, approaches, detours, etc.

83 Develop pavement design

Analyze, document and submit for review and approval the proposed pavement design folder for each roadway, including pavement calculations, life cycle costs, typical sections and pavement details.

84 Finalize templates & transitions – 2 mainline, 2 residential entrances (4 total).

Finalize necessary templates and template transitions for all roadways. This includes each instance of a horizontal change in roadway edge of pavement with respect to the centerline.

85 Develop final roadway model

Modify the preliminary roadway model or generate a new roadway model incorporating the proposed design into the initial roadway model, including cut/fill slopes, roadside ditches, etc. as necessary to define ditches and disturbed limits and enable the generation of cross-sections for all roadways.

86 Develop proposed design

Design and depict on the plans (manuscript) all proposed construction details and graphics, including pavement, drainage, construction notes, etc.

- 87 **Generate plan sheets – 4 sheets at 20 scale**
Perform necessary work to create individual plan sheets, including dropping of sheet cells, masking, manipulation of text and notes, etc.
- 88 **Generate profile sheets – same as Item 87**
Perform necessary work to create individual profile sheets, including dropping profile, annotation of profile, drainage, ditches, notes, etc.
Note: Though depiction of longitudinal storm sewers is generally performed on the profile sheets, they will be paid for as individual pipe sections under Item 92.
- 89 **Detail cross sections – 1,580/20' cross section interval = 79 sections**
Drop cross sections onto sheet cells, add yardage quantities, details, notes, etc.
Note: The majority of work required for the development of cross sections is under Item 85.
- 90 **Design entrances – 8 entrances**
Determine location, grade, type of entrance, width and quantities and depict on the plans.
- 91 **Revise roadway plans from soils report**
Modify the roadway model incorporating geotechnical report recommendations.
Note: Length is based on expected area requiring changes due to geotechnical report, not entire project length.

DRAINAGE

- 92 **Develop pipe sections (< 54") – 2 cross drains, 18 storm sewer pipes +/-**
Create and design pipe sections including quantities, notes and depicting them in the plans.
Note: Includes cross drains, storm sewer, etc.
- 93 **Develop drainage system map**
Create map describing the proposed drainage system and delineating drainage areas. Includes generating the individual sheets.
- 94 **Develop drainage situation (bridge)**
Develop and prepare drawing of alignment, profiles, sections, and plan to represent bridge situation survey.
- 95 **Develop drainage situation (culvert) – 1 box culvert**
Develop and prepare drawing of alignment, profiles, sections, and plan to represent culvert situation survey.
- 96 **Develop blue line stream channel changes (=> 200')**
Develop and prepare drawing of alignment, profiles, sections, and plan to represent channel change, including stream mitigation requirements.
- 97 **Drainage analysis (Entrance pipes)**
Conduct and document drainage analysis to determine frequency flows and required structure

- 98 **Drainage analysis (A ≤ 200 acres) – 2 pipes < 54"**
Conduct and document drainage analysis to determine frequency flows and required structure size. Includes completion of forms.
- 99 **Drainage analysis (200 acres < A < 1.0 sq. mile) – 1 box culvert**
Conduct and document drainage analysis to determine frequency flows and required structure size. Includes completion of forms.
- 100-102 **Drainage analysis (A ≥ 1.0 sq. mile) -- Levels 1, 2, & 3 Analysis**
Conduct and document drainage analysis to determine frequency flows, required structure size, location, and risk assessment. Includes completion of forms.
- 103 **Special drainage studies**
Conduct special drainage studies, which may include HEC-1, TR-20, TR-55, Unsteady Flow Models, FESWMS-2DH, Detention Basin Design, Energy Dissipater Design, Dynamic Culvert Design or other Hydrologic Hydraulic design as deemed appropriate.
- 104 **Roadway ditches and channels**
Determine hydraulic capacity (ditch size) and necessary channel lining of all ditches and channels. Includes documentation of design calculations and completion of forms.
Note: Left and right sides are independent to each other and should be added for a combined total.
- 105 **Develop erosion control plan**
Determination of required erosion control items and depiction in the plans, including required calculations and generating the individual sheets. Includes documentation of design calculations and completion of forms.
Note: Specific scope of work and level of effort is to be discussed at the Predesign Conference
- 106 **Inlet spacing calculations – estimated at 2 inlets per 200' = 1,580 X 2 / 200=16**
Conduct necessary calculations to determine structure types, and inlet spacing for the layout and design of storm sewer systems. Includes documentation of design calculations and completion of forms.
- 107 **Storm sewers calculations – same as Item 106**
Conduct necessary calculations to determine pipe size, storage volumes, etc. for the layout and design of storm sewer systems. Includes documentation of design calculations and completion of forms.
- 108 **Perform scour analysis**
Perform scour analysis as referenced in the FHWA HEC-18 and HEC-20 and the current Drainage Manual. Includes documentation of design calculations and completion of forms.

- 109 Assemble preliminary and final drainage folders**
Assemble and submit electronic files of the drainage evaluation results.
- 110 Prepare advanced situation folder - bridge
Prepare required documentation, copy, fold, bind, and assemble the folder.
Note: Folder contents are to conform to requirements outlined in the Drainage and Bridge Manuals.
- 111 Prepare advanced situation folder – culvert – Deer Haven**
Assemble and submit electronic files of the drainage situation evaluation results.
- 112-115 Reserved for additional miscellaneous Drainage items required

FINAL PLAN CONTINUATION

- 116 Prepare layout sheet**
Prepare layout sheet for the Construction Plans.
- 117 Prepare typical sections – 2 mainline, 2 entrance and 2 temporary (6 total)**
Prepare all typical sections including the proposed pavement design and other necessary details for each roadway, detour, and entrance.
- 118 Prepare interchange geometric approval sheet**
Prepare geometric approval sheet, including all required alignments, curve data, coordinates, etc. for requesting approval of the interchange geometrics.
- 119 Prepare intersection geometric approval sheet**
Prepare geometric approval sheet, including all required alignments, curve data, coordinates, etc., for requesting approval of the intersection geometrics.
- 120 Prepare coordinate control sheet**
Develop all coordinate control information, including proposed centerlines, event points, control points, and benchmarks with appropriate descriptions, and place into the plans in tabular form and generate individual sheets.
- 121 Prepare elevation developments sheet**
Prepare elevation development sheets including all geometric data and elevation data necessary.
- 122 Prepare striping plan**
Prepare details for striping plans.
- 123 Calculate final quantities**
Calculate and document all quantities required for the construction of the final roadway and maintenance of traffic during construction, including permanent and temporary items.

- 124 **Complete general summary**
- 125 Complete paving summary
- 126 **Complete drainage summary**
- 127 Complete pavement under-drain summary
- 128 **Prepare cost estimate**
Prepare and document cost estimates including bid prices for each item, using best engineering judgement, for inspections, meetings and final plan submittal.
- 129 **Plot/Print copies of plans**
Plot/print copies of plans including the necessary copies of plans for distribution at project milestones (inspections, meetings, etc.).
- 130 **Plan revisions**
Complete any necessary and unexpected plan revisions that arise during the project that are beyond the control of GRW, including revisions to plans required due to R/W Revisions that are not directly shown on the R/W Plans.
- 131 **Prepare final construction plans submittal**
Generate the computer files of the final plans, plot the original mylars, prepare electronic submittal of plans and required files and submit plans, computer files and a list of General Notes to the District Office. Also includes submittal of a set of Review Plans and making any necessary changes identified by the roadway plan review.

MAINTAINENCE OF TRAFFIC

- 132 **Write maintenance of traffic notes (TCP)**
Write and submit the required Traffic Control Plan, including the construction phasing for the project.
- 133 **Prepare construction phasing plans**
Prepare plans for maintenance of traffic, construction phasing and/or detours necessary for the construction of the project, including all phasing, special notes, signs, temporary pavement markings and quantities
- 134 Develop diversion plan sheets
- 135 Develop diversion profile sheets
- 136 Develop diversion cross sections
- 137 **Develop temporary drainage – estimated at 2 calculations per plan sheet = 8**

FINAL PLANS MISCELLANEOUS

- 138 Document available rock quantities
- 139 Construction administration assistance**
Respond to technical questions during the bid period, prepare addenda, approve alternates and review and approve initial submittals or shop drawings. Advise in matters of intent during construction.
- 140 Prepare bid specifications**
Prepare the project bid specifications in accordance with LFUCG standards and guidance.
- 141 Review erosion control plan**
Review and determine appropriateness of the Erosion and Sediment Control Plan prepared by the Contractor integrating the non-structural and structural practices and procedures of the LFUCG Stormwater Manual.
- 142 Prepare lighting plan**
Prepare lighting plans in coordination with LFUCG Traffic Engineering. LFUCG will provide street light spacing for incorporation into the plans.
- 143 Utility company coordination**
Meet and coordinate with all affected utility companies, as necessary to minimize disturbance to underground lines and to facilitate the Project.
- 144 Prepare Project Development Checklist (PDC)**
- 145 Culvert design at Deer Haven**
Review, development and coordination of potential pre-cast solutions. Coordination and presentation of culvert plans including: foundation, barrel and wingwall design.

REQUEST FOR CONDITIONAL LETTER OF MAP REVISION (CLOMR)

- 146 Complete application forms**
Complete and submit DHS-FEMA (Department of Homeland Security – Federal Emergency Management Agency) Forms 1 through 3 for a new bridge or culvert. Attach revision narrative, hydrologic computations, hydraulic computations, topographic map and plans.
- 146a Prepare narrative**
Develop narrative including project background, request purpose and reason(s) for revision.
- 146b Prepare existing conditions topographic map**
Includes office and CAD work necessary to prepare a surveyor certified topographic map of the *existing* conditions. 3D scan and topo work by GRWAS will provide the information needed to prepare the map. Map to include *existing* floodplain and floodway elevation delineations.

146c Prepare annotated FIRM (Flood Insurance Rate Map)

Annotate DHS-FEMA FIRM to reflect changes due to the project. Also includes creation of a proposed floodplain and floodway elevation delineations plan based on the certified topographic map.

146d Coordination with NFIP (National Flood Insurance Program) participating community

Coordinate and include any project related items required to satisfy NFIP regulatory requirements. Includes coordination with LFUCG Division of Water Quality.

146e Review fee payment

Consult DHS-FEMA's fee schedule for the reviewing and processing of a CLOMR and complete the Payment Information Form.

REQUEST FOR LETTER OF MAP REVISION (LOMR)

147 Verify CLOMR floodplain

Verify floodplain analysis (HEC-RAS) based on as built conditions.

147a Complete application forms

Complete and submit DHS-FEMA (Department of Homeland Security – Federal Emergency Management Agency) Forms 1 through 3 for a new bridge or culvert. Attach revision narrative, hydrologic computations, hydraulic computations, topographic map and plans.

147b Coordination with NFIP (National Flood Insurance Program) participating community

Coordinate and include any project related items required to satisfy NFIP regulatory requirements. Includes coordination with LFUCG Division of Water Quality.

WATER QUALITY PERMITS

148 Water related impacts

Field review and prepare report to present project water related impacts to the USACE District Office for jurisdictional determination. Report includes discussions of project background, proposed improvements, available environmental information and project impacts.

149 USACE jurisdictional determination – *assumed as USACE jurisdictional*

Coordinate with the USACE District Office to determine the impacts to waters of the United States and the project permitting requirements.

149a Nationwide Permit notification

Coordinate permit requirements with the LFUCG Division of Engineering and the Contractor. Prepare and submit a Nationwide Permit No. 14 pre-construction notification to the USACE District Engineer prior to commencing project activities.

149b KY Individual Water Quality Certification

Prepare and submit permit application to Water Quality Branch for coverage under an individual Water Quality Certification. Report prepared for Item 149 can be used for this task.

146c KY Division of Water permit

Prepare and submit permit application to the Surface Water Permits Branch, Floodplain Management Section for construction across or along a stream. Application must include location map, proposed plans and a public notice.

MEETINGS

150 Preliminary line and grade inspection

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

151 Drainage inspection

Preparation and attendance by the project engineer and drainage engineer to the drainage inspection and preparation of the inspection report.

152 Final inspection

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

153 Misc. project coordination meetings

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

154 Project team meetings – 3 for review: *Design Intent, Preliminary Plans, Final Plans*

Attendance by the project engineer and others if necessary, to any project team meetings scheduled by the Project Manager and preparation of the meeting minutes.

MEETINGS MISCELLANEOUS

155 Value Engineering Study

This item is applicable only for a project requiring a VE study or project where the KYTC project manager specifies that a VE study will be done.

Attendance by the project engineer at the project briefing (normally 2 hours). Attendance by the project engineer at the VE recommendations briefing (normally 2 hours). Preparation of presentation for the project briefing. Preparation and compilation of project plans and documents for the VE team. Meeting attendance by the project engineer with KYTC project manager to review VE recommendations for further implementation.

156 Constructability Review

This item is applicable to any project for which the KYTC project manager determines a

PUBLIC INVOLVEMENT MISCELLANEOUS

167 Publicize public meeting

Prepare and send public meeting notices to concerned parties and/or place advertisements in local publications to make the public aware of the meeting.

156-159 Reserved for additional miscellaneous Public Involvement items required

QA/QC (N/A)

Note: This section is generally ONLY required with large projects that have multiple sections and consultants.

180-185 QA QC

EXHIBIT B
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2013

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 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).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 E-MAIL ADDRESS:	FAX (A/C, No): 502-244-1411													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co Of America</td> <td>25666</td> </tr> <tr> <td>INSURER C: Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER D: Travelers Casualty Insurance Co of Amer</td> <td>19046</td> </tr> <tr> <td>INSURER E: Kentucky Employers Mutual Insurance</td> <td>10320</td> </tr> <tr> <td>INSURER F: XL Specialty Insurance Company</td> <td>37885</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Company	25658	INSURER B: Travelers Indemnity Co Of America	25666	INSURER C: Cincinnati Insurance Company	10677	INSURER D: Travelers Casualty Insurance Co of Amer	19046	INSURER E: Kentucky Employers Mutual Insurance	10320	INSURER F: XL Specialty Insurance Company
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COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6808803L858IND13	03/01/2013	03/01/2014	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/POP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			BA8805L39113GRP	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP3458T0031347 EXS0065793	03/01/2013	03/01/2014	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input type="checkbox"/> CLAIMS-MADE					Ea Occ/Agg-Co C	\$5,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			VMP5UB6127Y97A13 361580	03/01/2013	03/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				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
F	Professional Liability			DPR9703846	03/01/2013	03/01/2014	Each Claim	5,000,000
							Aggregate	5,000,000

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

General Liability: The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest are included as Additional Insureds for contracted projects.

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban County Government

 200 E. Main Street, 9th Floor

 Lexington, KY 40507

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

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