

## 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 **Citation Boulevard Phase III-A Engineering Design Services (RFP#40-2017)**, as described in the attached Scope of Services document. 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. 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.

## **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 **\$ 366,360.00**.

### **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" (8 pages).
- 8.2.2. Exhibit B - "HDR Statement of Qualifications" (40 pages).
- 8.2.3. Exhibit C - "Certificates of Insurance" (20 pages).
- 8.2.4. Exhibit D - "LFUCG Engineering Services Fee Proposal" (47 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

The Honorable Jim Gray – Mayor

Ben R. Edelen – Sr. Vice President

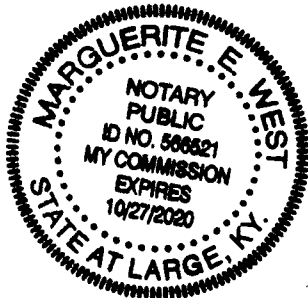
ATTEST:

*[Signature]*

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 22nd day of March, 2018.

My commission expires: 10/27/20.



Marguerite E. West  
NOTARY PUBLIC



**EXHIBIT A**

**SCOPE OF SERVICES**

**Citation Boulevard Phase III-A Project  
Engineering Design Services  
Scope of Services and RFP**

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

**Transportation Project:**  
**Citation Boulevard Phase III-A**

The Lexington-Fayette Urban County Government (LFUCG), is accepting Statements of Qualification (SOQ) from interested consulting firms for professional engineering and registered land surveying services (Consultant) for the *Citation Boulevard Phase III-A Project*. This Request for Qualifications (RFQ) will serve as the basis for the selection for a consulting firm to prepare construction plans and bid documents.

The Scope of Services includes topographic and cadastral surveying; preparation of preliminary & final design plans and construction drawings, bid documents, easement descriptions and right-of-way drawings (if required). Design funding for the project is through the Lexington-Fayette Urban County Government.

**Project Description**

The LFUCG through its Division of Engineering (DOE), intends to hire a Consultant to complete a full design including construction plans, right of way plans, specifications, bid documents, easement descriptions and plats (if required) for the specified limits as generally shown on the attached project location map in Attachment A.

Submitting Consultants should demonstrate proficiency in residential street design, surveying, right-of-way/easement acquisition and should be familiar with applicable AASHTO publications. KYTC pre-qualification is required in Urban Roadway Design, Surveying and Right-of-Way Acquisition.

**Project Backgrounds**

Citation Boulevard, originally named Viley Road, was studied in the early to mid 1990's and a roadway corridor/alignment was established with the *Design Study Report VILEY ROAD Leestown to Russell Cave Road (January 1996)*. The corridor/alignment was accepted by the LFUCG, KYTC and the FHWA with an *Environmental Assessment* resulting in a *Finding of no Significant Impact (May 1998)*. As of 2017 Section I - Newtown Pike to Georgetown Road as well as Section II - Leestown Road to Georgetown Road have been design and constructed. Section III will be from Newtown Pike to Russell Cave Road with a connection made to Winburn Drive.

The development of this this project has been a cooperative effort of the Federal Highway Association, the Kentucky Transportation Cabinet and the Lexington-Fayette Urban County Government. Funding has come from all three agencies as well as through private development.

The LFUCG will be providing the funding for this section to complete all work with design, utility relocation, right-of-way acquisition and construction.

This project will design a portion of this Section III, from where Citation Boulevard currently ends, after crossing Newtown Pike, approximately 1,300 feet to the proposed intersection of Winburn Drive. Winburn Drive will be extended from where it currently ends, at Winburn Middle School, approximately 2,000 feet to the proposed intersection with Citation Boulevard. The area of interest is identified in Appendix A. Both Citation Boulevard and Winburn Drive will be collector roads and final ownership will be with the LFUCG.

## **Scope of Services**

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

- 1.1. Meet with DOE staff to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.
- 1.2. Review all project related information as provided by DOE. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

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

- 2.1. The Consultant shall perform sufficient field survey to be confident in his design. Sufficient field survey should be done to confirm, at a minimum:
  - a) Topography;
  - b) Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
  - c) Storm and sanitary sewers, and related structures (horizontal and vertical);
  - d) Location of overhead and underground utilities, including poles or towers ownership information;
  - e) Significant site improvements, such as fences, retaining walls, flag poles, yard lights, etc.;
  - f) Location and identification of significant trees and vegetation;
  - g) Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls and as otherwise needed;
  - h) Location of existing corner monuments and R/W markers;
  - i) Temporary benchmarks for use during construction, set outside of construction limits (minimum of 8);
  - j) Location of all existing easements in the project area; and
  - k) Staking associated with easement acquisition and establishing street centerline prior to bidding for construction.

The elevations of utilities, sewers, and other critical items shall be verified during the field survey. Such verification shall be carefully coordinated with the appropriate parties (e.g., utility companies, LFUCG). If digging operations, permission, etc. are necessary in certain instances it shall be the responsibility of the Consultant to see to it that they are performed properly and to get appropriate approvals. All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Plane 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 a 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;
  - j) Quantities Table (to be consistent with the bid schedule);
  - k) A Traffic Management Plan, consistent with KYTC guidelines;
  - l) A plan for street lighting, signage and striping; and
  - m) A plan for erosion control.

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

- 3.2. Design services shall include coordination with the Kentucky Division of Water Floodplain Management Section and FEMA, as needed, to comply with all applicable regulations and to document that no portion of the project is within a

FEMA floodway. Design services may include but not be limited to obtaining a Stream Construction Permit and 401 Water Quality Certification.

- 3.3. Prepare a Preliminary Design Technical Memorandum documenting the following:
  - a) Preliminary Plans;
  - b) Identification of all known utility conflicts and proposed solutions;
  - c) List of impacted properties and property owners;
  - d) List of required easements and road right-of-way taking and apparent encroachments (Determination of land rights shall be limited to recorded easements and right-of-way; prescriptive easements will not be considered.);
  - e) List of required permits and respective agencies from which the permit(s) will be secured;
  - f) List of agencies that will require notifications and/or approvals; and
  - g) Preliminary Opinion of Construction Costs.
- 3.3. A public meeting to solicit input shall be held, by consultant, at a location capable of providing public review and interaction. The consultant shall organize the event, prepare any/all exhibits, take notes and record comments, provide answers to the comment and provide documentation in the form of meeting report.
- 3.4. Meet with the DOE to review the Preliminary Design Technical Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries.

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

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

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

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

## 5. Design Criteria

### Drawing Scales, Units, and Unit Conversion

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

All drawings and sheets shall conform to the follow scales:

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

Note: Combined Plan/Profile sheets are preferred.

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

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

## 6. Detailed Cost Opinions

The Consultant shall prepare a detailed opinion of probable construction cost at completion of the preliminary and final design stages of the project. Line items for construction costs shall be consistent with the Quantities Table in the drawing set and the Bid Schedule in the Form of Proposal. The construction cost opinion shall also be

accompanied by separate cost opinions for utility relocation, and total right-of-way/easement acquisition, if necessary.

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

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

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

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

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

**8. Environmental Assessment**

An Environment Assessment concluding with a Findings of no Significant Impact was completed on this project. 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 hold an initial project public meeting, and attend other meetings with elected officials, affected residents, owners and businesses. If requested to do so, the Consultant will lead the meetings. The Consultant shall provide all necessary exhibits and prepare minutes of all meetings they attend.

**10. Utility Company Coordination**

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

**11. Bid Phase**

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

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

**12. Construction Phase**

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

**13. Schedule and Completion**

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

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

**14. Miscellaneous**

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



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

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

**15. Proposal Content and Selection Criteria:**

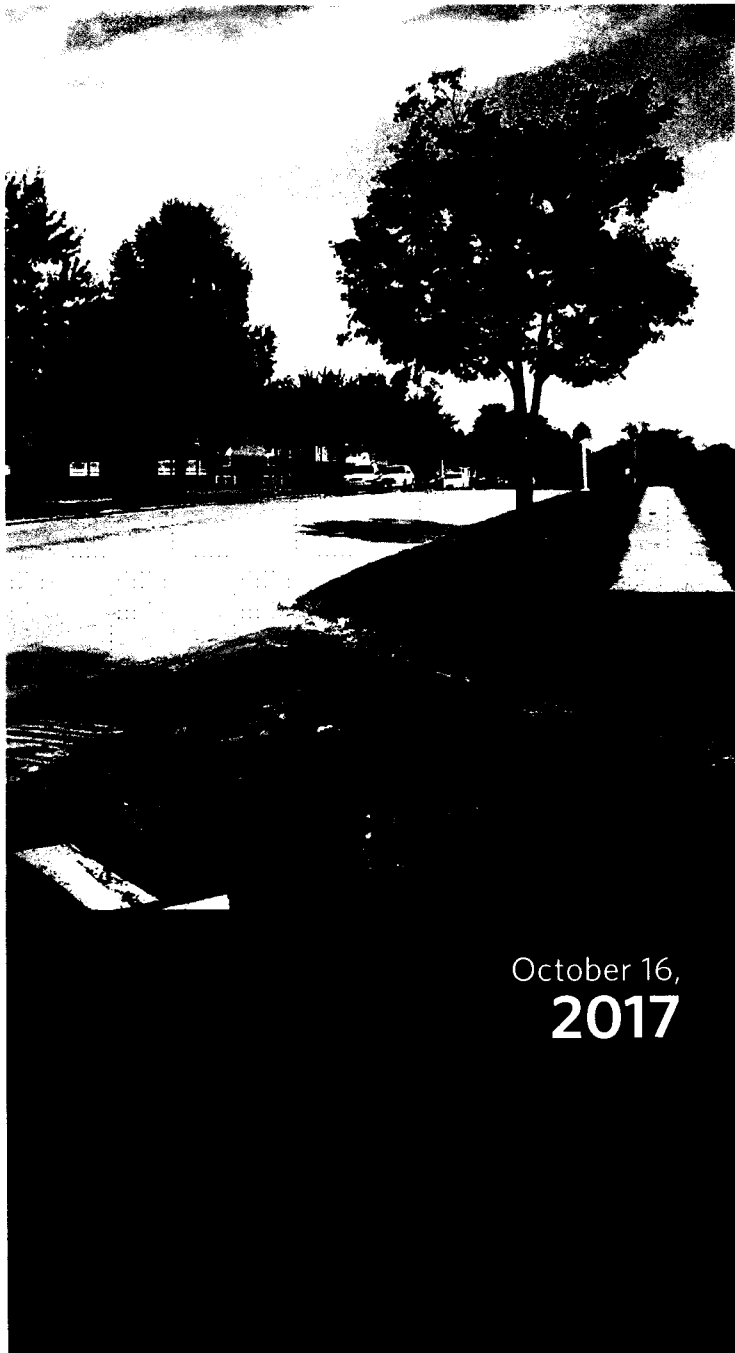
The prospective consulting firm shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

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

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

- a. Specialized experience and technical competence of the person or firm with respect to topographic and cadastral surveying; roadway and multimodal trail design, easement and right-of-way acquisition. 25 Points
- b. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, character, integrity, reputation, judgment, experience, efficiency and ability to meet schedules. 25 Points
- c. Familiarity with the details of the project. 30 Points
- d. Degree of local employment to be provided by the person or firm in the performance of the contact by the person or firm. 20 Points



**Statement of Qualifications**

Professional Engineering Services for

**Citation Boulevard  
Phase III-A Project**

**RFQ No. 40-2017**

Lexington-Fayette Urban County Government



October 16,  
**2017**





October 16, 2017

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

RE: RFQ # 40-2017  
Statement of Qualifications for Engineering Services Citation Boulevard Phase III-A Project

Dear Mr. Slatin:

As transportation professionals, you care about what you create and want it to last. As your trusted partner on local roadway projects, we are here to support you, improve mobility, enhance safety, and create economic vitality. The HDR team is excited to have this opportunity to submit our qualifications for Citation Boulevard Phase III-A.

As demonstrated within this SOQ, our project team has been working on the Citation Boulevard corridor since 1990, including completion of the Viley Road (Citation Boulevard) Design Study Report, preliminary and final design for Phases I and II, and, more specifically, we previously completed a preliminary design for this proposed phase of Citation Boulevard. HDR's depth of experience, combined with our commitment to designing safe, efficient travel for every project, will allow our team to expedite delivery of a preliminary design and a final product that meets LFUCG's needs.

The same team that delivered Phases I and II of Citation Boulevard is also committed to the success of this project. Our leadership, Joe Cochran, Ben Edelen, and Jim Guinn have been engaged in this corridor since the beginning. Project Manager, Joe Cochran recently served in the same role on Citation Phase II and was involved in the design of Phase I. Technical Advisor and Public Involvement Lead, Ben Edelen, has been invested in the success of this project corridor for over 27 years. His understanding of the project history, complexities, agency involvement, and stakeholders will provide instant value to this phase of Citation Boulevard. No other consultant offers you the consistency, history, expertise, or positive results on this corridor.

The core members of our dynamic and integrated team live here and work here, utilizing this corridor on a daily basis – we recognize the importance of adding value to our local community. HDR's Lexington office has been collaborating with LFUCG on critical projects, including Citation Boulevard Phase I and II. The commitment we make to delivering quality solutions has always been a cornerstone of our ongoing success. Your success is our success.

We appreciate this opportunity and look forward to the possibility of completing our shared vision of the Citation Boulevard corridor.

Sincerely,

Joe Cochran, PE  
Project Manager

Ben R. Edelen, PE, PLS  
Sr. Vice President/Area Manager

[hdrinc.com](http://hdrinc.com)

2517 Sir Barton Way | Lexington, Kentucky 40509  
T 859.629.4800 F 859.629.4801

Firm Submitting Proposal: HDR Engineering, Inc.

Complete Address: 2517 Sir Barton Way Lexington, KY 40509  
Street City Zip

Contact Name: Ben Edelen, PE, PLS Title: Sr. Vice President/Area Manager

Telephone Number: 859.629.4800 Fax Number: 859.629.4801

Email address: ben.edelen@hdrinc.com



# 01 Firm Qualifications & Specialized Experience

# 01 Firm Qualifications & Specialized Experience

## HDR's Local Services

### Transportation

- Roadway Design
- Planning
- Traffic & ITS
- Traffic & Revenue Studies
- Bridges & Structures
- Electronic Technology
- Geotechnical
- Real Estate & Right-of-Way
- Surveying
- Transit Planning & Design
- Value Engineering
- Stakeholder Outreach
- Environmental Services

### GIS

- Data Collection, Creation & Conversion
- Development & Integration
- Spatial Analysis
- Cartography & GPS

### Geotechnical

- Investigation
- Analysis
- Design

### Sustainability

- Green Infrastructure
- Renewable Opportunities
- Envision® Certifications

### Construction & Operations

- Contract Administration & Management
- Shop Drawing Reviews
- Resident Representatives

## Our Story

We believe that the way we work can add meaning and value to the world. We specialize in engineering, environmental, and construction services. While we are most well-known for adding beauty and structure to communities through smart infrastructure, we provide much more than that. We create an unshakable foundation for progress because our multidisciplinary engineering teams also include scientists, economists, builders, analysts, and artists.

**HDR's operating philosophy is to be an expertise-driven firm that delivers tailored solutions through a strong local presence.** Our ability to draw upon company-wide resources and expertise is a great strength in meeting and exceeding your expectations. HDR provides a comprehensive suite of services and similar project experience, as demonstrated in detail throughout this document.

## History & Size

HDR was founded in 1917 and maintains regional offices in Lexington, Louisville, and Paducah Kentucky; and Nashville, Memphis, and Chattanooga, Tennessee. HDR is a service oriented firm with a strong commitment to our local communities. We emphasize communication and responsiveness on all of our projects and work in partnership with our clients to design solutions that meets the community's needs.

## Service Areas

HDR provides total infrastructure solutions that help clients manage complex projects in the following areas:

- Roadway Design Planning
- Traffic & ITS
- Alignment Studies
- Surveying
- GIS
- Geotechnical
- Value Engineering
- Environmental Services
- Sustainable Design
- Construction Services

At HDR, we uncover new ways of thinking and different ways of doing, carefully determining the right way forward for all of us. We take the time to get to know people, creating a network of meaningful relationships around the world.

## Qualifications

Meeting the mobility needs of the 21st century and beyond requires strategy and foresight. Our ability to bundle design, procurement, real estate, public involvement, and economics and financial services allows us to guide your project from concept to implementation and help you maximize the return on your transportation investment. Our technical expertise encompasses a bevy of disciplines, including roadway, structural, traffic, geotechnical, environmental, visualization, project controls and much more.



As a full-service firm, we offer a vast range of design capabilities. From local roadway design to the most complex highways, interchanges, and structures, we deliver cutting-edge ideas to meet our clients' every need.

### Urban Roadway Design

From the earliest stages of concept to implementation, we aim to maximize the return on your investment through our ability to bundle design, procurement, real estate, public involvement, and economic and financial services.

Urban roadway systems have evolved to include multi-lane highways, freeways, and high-occupancy vehicle lanes. Our roadway professionals apply the latest industry standards and techniques – including 3-D design – to the many elements of a roadway. We facilitate the design process by coordinating with our other in-house disciplines to adhere to federal, state, and local design criteria. Our designs also consider the wider social, economic, and environmental

contexts; we employ innovative materials and construction techniques and seek to preserve historic, scenic and environmental resources. Our focus is on designing safe, efficient travel conditions for every project.

HDR's local project team members have enjoyed a 40-year relationship with Lexington-Fayette Urban County Government (LFUCG), including more than 30 years of roadway project design experience, including:

- **Citation Boulevard Study, Section I and II Design, Phase I Design and Environmental Assessment**
- Liberty Road Study, Preliminary Design, and Section I Final Design
- Starshoot Parkway Extension
- Limestone Street
- Clays Mill Widening at Man O' War Boulevard
- Expansion Area Boulevard Design Study Report
- Man O' War Boulevard
- Martin Luther King Jr. Boulevard
- Cornwall Drive Culvert
- Trinity Road Stormwater Improvements
- Halifax Culvert Improvements

This experience has involved a variety of projects with cumulative construction costs exceeding \$160 million. These projects were performed on-schedule and within budget.

### Sustainability

We partner with our clients to deliver integrated sustainable solutions. More than two decades ago, we established our sustainable solutions program to integrate sustainability into all of our business practices. Our specialists are leaders in climatology, natural resources, renewable energy, Envision®, LEED, commissioning, measurement and verification, and community planning. This allows us to provide you with solutions that are good for your business, your communities, and for our planet.

### Our Commitment to You

At HDR, we do things right to make great things possible, for you. We listen first to understand your needs, then design smart and keep you involved throughout every step of every project to assure that your goals are met. This is our commitment to LFUCG.



## 02 Project Team Expertise & Technical Competence





# 02 Project Team Expertise & Technical Competence

## The Right Team

Successful roadway corridor and intersection projects require a talented and experienced team of professionals who can dedicate themselves to achieving LFUCG's goals. In response, HDR has assembled a project team that offers unmatched experience conquering challenges identical to those that may be present on your projects.

The HDR project team has been carefully crafted to leverage the knowledge and experience of our local resources to effectively meet your goals. Resume summaries are

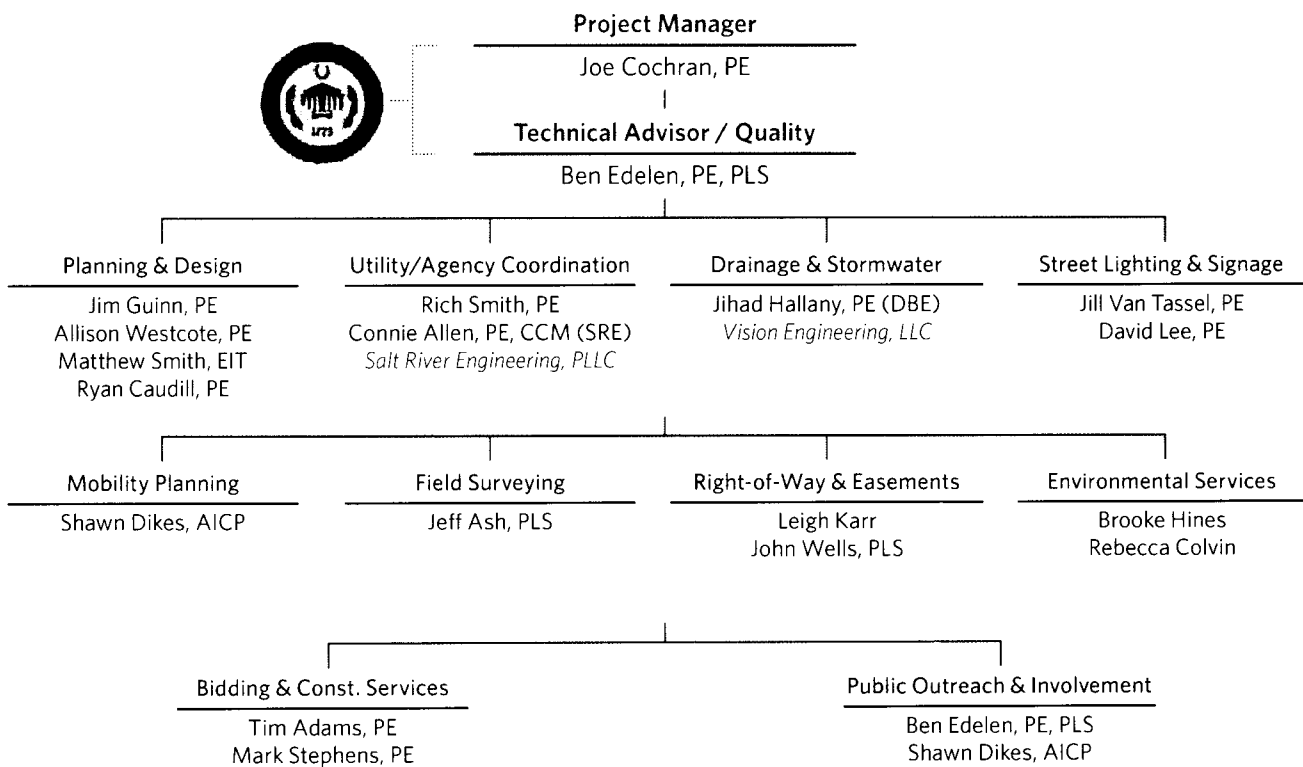
provided on the following pages, highlighting our Project Manager's expertise and other key team members' specific qualifications.

## Continuity of Personnel & Risk Management Plan

Our employee owners fuel our entrepreneurial culture and help instill accountability. Minimizing turnover is critical to our future and the successful execution of long-term contracts. However, we have established transition plans, should a staff member need to be replaced,

and have successfully completed transitions when necessary. Likewise, should our currently named project manager position need to be filled by others, we have equally qualified candidates already named among the remaining roster of engineers.

Once we begin a project and our project manager is assigned, we commit the availability of this project manager for the life of the project.



# Resume Summaries

**Our greatest asset is our people.** For your project, we have customized a team to leverage the knowledge and experience of our technical resources to effectively meet your goals. Most of our team members have a long history with our organization, creating a stable leadership core to guide long-term strategies and daily operations. The following resume summaries highlight the expertise and commitment of HDR's Project Manager and other key team members' specific qualifications. Detailed resumes for all team members are available upon request.



#### OFFICE LOCATION

2517 Sir Barton Way  
Lexington, KY 40509

#### EDUCATION

B.S., Civil Engineering,  
University of Kentucky

#### REGISTRATION

Professional Engineer:  
KY, OH

## Joe Cochran, PE

### Project Manager

Joe has more than 21 years of experience on complex and high-profile transportation engineering and highway design projects. He has served as Project Manager and Project Engineer on a multitude of roadway and intersection planning and design projects, including geometric and drainage design, preparation of plans, assisting in survey work, and leading public involvement.

As HDR's Kentucky Highway Section Manager, Joe's responsibilities regularly include management of projects, roadway design and coordination of teams and supervision of others. Joe has served as Project Manager on numerous multi-disciplined teams throughout his career. His strong organizational skills and ability to team build have led to successfully completing complex and challenging design projects while navigating through obstacles as they arise. His ability to motivate others and create a sense of team continues to keep projects on track and within budget.

### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Project Engineer for design study report and Phase I and Project Manager for Phase II plans for a 5.2 mile four-lane divided arterial highway.

### **Liberty Road/Todds Road (KY 1927), Fayette Co., KY**

Project Manager for preliminary plans with environmental documentation and Final Design for Section I.

### **Starshoot Parkway, Fayette Co., KY**

Extension of Starshoot Parkway approximately 950 feet to tie to Liberty Road Section 1A.

### **New Circle Road Improvements, Fayette Co., KY**

Project Engineer for the \$58 million widening of New Circle Road from four to six lanes.

### **Nicholasville East Bypass Phase I and II, KYTC - District 7, Jessamine Co., KY**

Design for the \$73 million Bypass which include a Single Point Diamond Interchange to connect the proposed and existing Bypass to US 27 north of Nicholasville.

### **I-75 Noise Abatement Project, LFUCG, Fayette Co., KY**

Project Manager for preparation of preliminary design and development of final construction plans for a noise wall along southbound I-75 in Lexington.

### **US 68, Fayette and Jessamine Co., KY**

Project Engineer for Phase I preliminary alternative design and Phase II final construction plans. An environmental assessment was performed during the Phase I design and a Finding of No Significant Impact (FONSI) was approved.

### **Mountain Parkway Widening Phase I, Wolfe Co., KY**

Design Lead for Phase I design, environmental studies, and document preparation of the 11-mile section of Mountain Parkway from KY 191 to West of KY 205.

### **Kentucky Horse Park Internal Roadway Improvements, Fayette Co., KY**

Project Manager for the final design stage of the project which included preparation of final plans and specifications for improvements to four internal roadways and a new connector road and parking area.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Ben Edelen, PE, PLS**

Technical Advisor, Quality Control, Public Outreach & Involvement

Ben, a Senior Vice President with HDR, has over 33 years of experience on major roadway projects throughout the Commonwealth of Kentucky. His impressive career includes over \$1 billion in successful transportation projects. Ben's general expertise includes roadway and intersection planning, design, and preparation of plans; supervision of teams, coordination of subconsultant's representatives and representatives of LFUCG. Ben is ultimately responsible for stakeholder communication, timely completion, and the high quality of work you've come to rely on HDR to provide.

#### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Project Manager for design study report and Phase I and II plans for a 5.2 mile a 4-lane divided arterial highway.

#### **New Circle Road Improvements, Fayette Co., KY**

Project Manager for the \$58 million widening of New Circle Road from four to six lanes.

#### **World Equestrian Games, Statewide Transportation Planning & Design, Fayette Co., KY**

Project Manager providing transportation planning and design services for the 2010 World Equestrian Games at the Kentucky Horse Park.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Jim Guinn, PE**

Roadway Planning & Design Lead

Jim, one of HDR's premier roadway senior project managers, has over 31 years of transportation engineering experience and has served as Project Manager and Engineer on numerous successful projects across the Commonwealth, including his involvement in the planning and design of Liberty/Todds Road Improvements, Man-o-War Boulevard, and Martin Luther King Boulevard projects with LFUCG. His overall experience includes design, preparation of plans, public involvement, and project team management.

#### **Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

Project Engineer for design study report and Phase I and II plans for a 5.2 mile a 4-lane divided arterial highway.

#### **New Circle Road Improvements, Fayette Co., KY**

Design Engineer for the \$58 million widening of New Circle Road from four to six lanes.

#### **South Limestone Streetscape Design-Build - Fayette Co., KY**

Traffic control plans for lane closure and detours during the South Limestone Complete Street Design near the University of Kentucky campus.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Rich Smith, PE**

Utility/Agency Coordination

Rich is a Project Manager with expertise in the areas of wastewater collection and treatment, sewer system rehabilitation, pumping station evaluation and design, facilities planning, rate studies, water transmission and distribution, and construction inspection and management. Rich also has experience in the areas of water distribution system modeling, site development, plant and job site safety, cross-connection control, and regulatory compliance.

#### **Citation Boulevard Phase I and II Design, Fayette County, KY**

Utility relocations and coordination for Phase II of the 4-lane divided arterial highway.

#### **Starshoot Parkway, Fayette Co., KY**

Project Engineer for the relocation of 2,000 feet of 8-inch Greenbrier force main and 1,050 feet of 24-inch North Elkhorn force main. The project included open cut construction and nearly 400 feet of steel encasement pipe.



**OFFICE LOCATION**  
3399 Tates Creek Rd  
Lexington, KY 40502

**Jihad Hallany, PE (Vision Engineering, LLC - DBE)**

Drainage & Stormwater Modeling

Jihad serves as Principal in Charge since founding Vision Engineering, LLC in 2003. He is responsible for the operation of a 13 + person office that includes engineering, environmental, geotechnical, construction service, inspection, and surveying disciplines serving both public and private clients. Jihad specializes in water resources, environmental design, and civil/site development.

**Citation Boulevard Phase 2 (Georgetown Rd. to Leestown Road), Lexington, KY**

Scope of services consisted of conducting detail drainage design, inlet spread analysis, stormwater sewer modeling, and bridge modeling at Bracktown Branch.

**Polo Club Boulevard and Hamburg East-Stormwater Management Plan, Lexington, KY**

Modeling, design, permitting with COE/KDOW/FEMA, bidding, construction administration, and inspection of 300 linear feet of multi-plate aluminum arch culvert, two regional detention basins, and five regional water qualities (wetlands).



**OFFICE LOCATION**  
400 W. Main Street  
Louisville, KY 40202

**Shawn Dikes, AICP**

Mobility Planning & Public Involvement

Shawn has over 23 years of Multimodal Transportation Planning experience, including integrated bicycle, pedestrian, and transit planning services for corridor and neighborhood studies and extensive experience in a variety of public involvement activities. Shawn was a former member of the National Committee on Uniform Traffic Control Devices and served on the Chapter 9 Committee responsible for all Bicycle Markings and Signs. He has also been involved in Neighborhood Plans throughout Lexington-Fayette County, including one for Windburn-Russell Cave, a neighborhood right in the heart of the proposed Citation Boulevard extension alignment.

**Winburn Russell Cave Neighborhoods Small Area Plan, Lexington, KY**

Lead transportation planner for the development of the Small Area Plan incorporating multimodal investments, including pedestrian, bike and transit.

**Armstrong Mill Neighborhood Small Area Plan, Lexington, KY**

Lead transportation planner for the development of neighborhood scale multimodal solutions, including access, mobility and multimodal connectivity.

**South Elkhorn Bikeway, Lexington, KY**

Lead planner assisting in preliminary design oversight and quality assurance for a 2-mile multi-use trail facility along a scenic watershed route.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

**Jeff Ash, PLS**

Field Surveying Lead

Jeff has over 38 years of land surveying experience, including estimating and scheduling surveys, establishing existing boundaries and preparation of right-of-way strip maps/ parcels for acquisition on highway projects; GPS static/fast static with post-processing to establish aerial and survey control monuments; surveying performed with conventional methods and GPS RTK surveys; and ALTA/ACSM land title surveys, final record plats and other boundary surveys.

**Citation Boulevard Phase I and II Design, LFUCG, Fayette Co., KY**

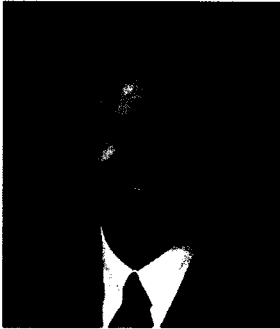
Survey Manager for design study report and Phase I and II plans for a 5.2 mile 4-lane divided arterial highway.

**New Circle Road Improvements, Fayette Co., KY**

Set high accuracy targets for mobile LIDAR at 800-foot intervals to map and model existing pavement, completed topo field checks, coordinated with utilities.

**Nicholasville East Bypass, Jessamine Co., KY**

Set aerial mapping control points, all core holes, and established all existing right-of-way and property corners.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Leigh Karr**

#### **Right-of-Way & Easements Lead**

Leigh Karr, with over 30 years of experience, recently joined HDR as Right-of-Way Project Manager. Prior to HDR, Leigh served as Right-of-Way and Utilities Supervisor for LFUCG for 22 years. His experience also includes ROW lead agent, negotiating with property owners and tenants, conducting/reviewing appraisals, coordinating inspectors and appraisers, acquiring easements, assisting in design issues, preparing and reviewing appraisals, property management, reviewing ownership documents, and preparing condemnation packages.

#### **Louisville Bridges, Section 4, KYTC, Jefferson Co.**

Oversight of acquisition and relocation services involving 109 parcels for this highly sensitive I-265 extension project.

#### **KY 114 Mountain Parkway Utility Easements, KYTC, Magoffin Co., KY**

Obtained the utility easements for various entities across 22 parcels.

#### **KY 44 Intersection, KYTC, Bullitt Co., KY**

Responsible for MARS evaluations, negotiations, tendering offers, relocation services, Acquisition Payment packets and closings.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Brooke Hines**

#### **Environmental Services Lead**

Brooke recently joined HDR with 17 years of experience, in both the public and private sector. Brooke began her career in environmental consulting shortly after graduating with a Bachelors in Natural Resources. After 10 years as lead project manager for threatened and endangered species surveys at various firms, Brooke began her career in the public sector as the state bat ecologist for Kentucky Department of Fish & Wildlife Resources. While with KDFWR, she coordinated with many state and federal agencies on policy-related issues, provided comments on biological assessments, reviewed state guidance for bat surveys, and was on the writing team for the Indiana bat Survey Guidance.

#### **Wildlife Habitat Council**

Conservation Certification Reviewer. Provided independent, third party analysis of corporate applications for WHC Conservation Certification by: reading and scoring corporate applications, and providing objective justification for scores

#### **KY Fish & Wildlife**

Wildlife Biologist IV - Bat Ecologist. Supervised, planned, and developed the endangered species program by managing Kentucky's bat populations through current surveillance techniques, monitoring strategies, and relevant research practices. Utilize current research and knowledge regarding White-nose Syndrome (WNS) to make informed management decisions.



**OFFICE LOCATION**  
2517 Sir Barton Way  
Lexington, KY 40509

### **Tim Adams, PE**

#### **Bidding, Construction Administration & Inspection Lead**

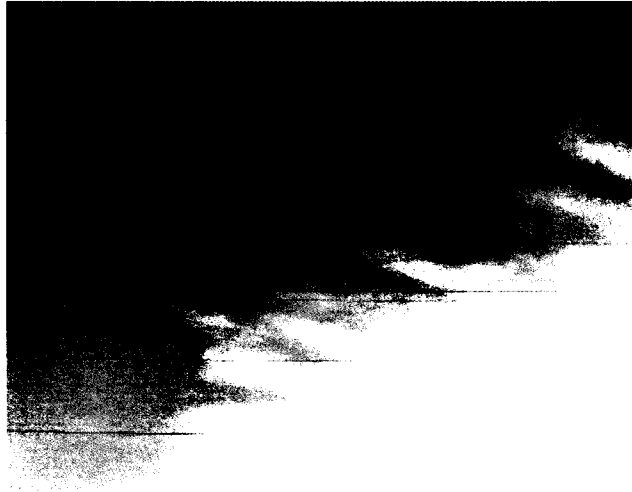
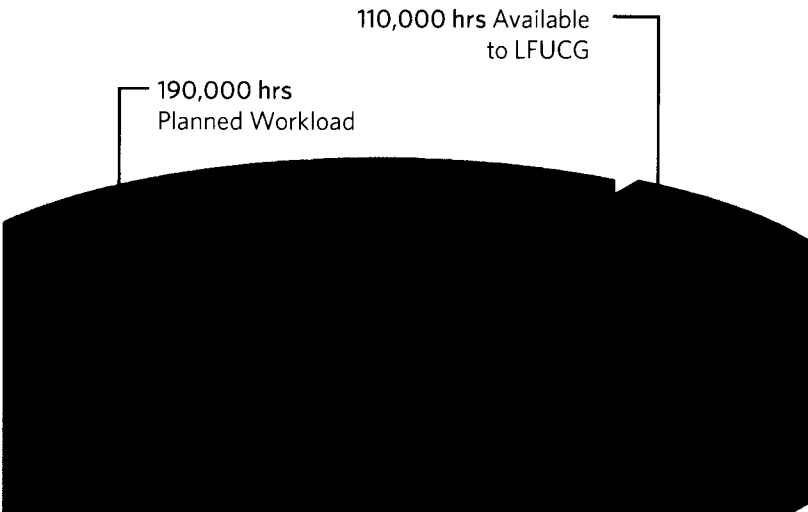
Tim joined HDR following a 23-year career with the Kentucky Transportation Cabinet, where he served in a number of engineering management positions, including one year as Branch Manager of Construction in Fayette County (District 7). His experience in all areas of project development and delivery includes construction surveys, location and design, right-of-way, contract document preparation and interpretation, constructability reviews, value engineering, and field implementation. Tim has administered many different types of contracts from bridge replacements, spot improvements; slide corrections, to major interstate and urban construction.

#### **I-75 Southbound and Northbound Improvements, Fayette Co., KY**

Rehabilitation of the southbound and northbound pavement. Auxiliary lanes were added for the Newtown Pike (KY922) and Winchester Road (US60) interchanges which included bridge widening at Cane Run Creek. Complex traffic control issues were encountered and mitigated especially at the I75/I64 merge area at the northern split.



Together, we make great things possible. Identifying your unique needs, we pull together the top minds and resources to design the smartest solutions for your challenges.



### Workload & Commitment

We understand the importance of meeting project schedules. The capacity to accomplish work in a strict timeframe requires strong and experienced leaders backed by skilled team members. Our personnel are committed to providing sufficient time and effort to produce a quality product.

Not only do we understand the importance of meeting project schedules, we understand our clients' needs for selecting the right team members for each job. As previously discussed and highlighted by our project team organizational chart, **HDR offers the depth of experienced personnel to meet any of LFUCG's needs, and the flexibility to customize our team to each phase of this project, as needed.** With this in mind, our team members were carefully selected not only for their expertise, but also for their availability to work on the project for its duration. We follow well established and time proven procedures to manage our project work. You can rely on us to successfully deliver this project.

HDR has an annual Kentucky staff capacity of approximately 300,000 hours, of which approximately 190,000 hours are planned, leaving 110,000 hours of capacity remaining for future work. Therefore, we do not anticipate any workload problems associated with completing Citation Boulevard Phase III-A. Joe Cochran, Ben Edelen, Jim Guinn, and other key personnel, are positioned to begin work immediately. Our local staff of approximately 150 professionals and support staff can be supplemented on an as-needed, cost-effective basis with other HDR offices if required, on this project.



## 03 Past Record of Performance



# 03 Past Record of Performance

Our goal is to set the industry benchmark for excellence in services we provide to our clients. We accomplish this through work well done, staying true to purpose, and exercising discipline.



## Previous LFUCG Experience

### Citation Boulevard Phase I Design & Environmental Assessment

This project involved preparation of final roadway plans for Phase I of Citation Boulevard and completion of an EA of the entire 5.4-mile corridor. The project was a unique four-lane divided highway with a 40-foot raised median, 10-foot wide curb lanes, and a minimum 4:1 side slopes. The bridge over Cane Run Creek included special architectural finishes and rails to enhance the park-like setting.

### Citation Boulevard Phase II Final Design

Citation Boulevard Phase II, connecting Section I at Jaggie Fox and providing a connection to Leestown Road, includes 2.5 miles of urban roadway design, right-of-way and utility relocation plans, and CSX Railroad overpass. The project will also provide bikeway connectivity between Masterson Station Park to Coldstream Park through widened curb lanes and wider sidewalks. A separated, multi-use path has been designed to provide a connection from the roadway to the multi-use path in the greenway connecting to Masterson Station.

### Liberty Road Phase I Design & Section I Final Design

A strategic part of the Lexington Area Metropolitan Planning Organization Transportation Plan, this project was an urban design that fluctuated from a four-lane grass median divided roadway to a three-lane section and incorporated a bike lane.

### Starshoot Parkway Extension

This project consisted of extending the four-lane boulevard 950 feet from existing Starshoot to Liberty Road. A bridge and shared use path were included in the project.

### Limestone Street Streetscape/Utilities

HDR provided services during construction of the Limestone Street Streetscape Project. Our services included design and coordination of all utility relocations within the corridor, providing a maintenance-of-traffic plan, producing encroachment permits, producing 23 easements for all utility impacts to private property, and assisting with property owner meetings and updates.

## List of Similar Clients

Our team of professionals has proven experience and extensive capabilities in the areas identified in the Scope of Services. **The following presents client references highlighting the HDR team's overall capabilities for successful management on similar projects.** We encourage your to contact these individuals to learn more about our past experience.



**Andrew Grunwald, PE**, Municipal Engineer Senior  
Lexington-Fayette Urban County Government  
101 East Vine Street, 4th Floor | Lexington, KY 40507  
☎ 859-258-3410 | ✉ agrunwal@lexingtonky.gov

Similar Projects: Citation Boulevard

**Keith Lovan, PE**, Municipal Engineer Senior  
Lexington-Fayette Urban County Government  
101 East Vine Street, 4th Floor | Lexington, KY 40507  
☎ 859-258-3410 | ✉ Klovan@lexingtonky.gov

Similar Projects: Liberty Road, Starshoot Parkway Extension

**Robin Sprague, PE**, Project Development Branch Manager  
Kentucky Transportation Cabinet, Department of Highways, District 7  
763 West New Circle Road | Lexington, KY 40512  
☎ 859-246-2355 | ✉ Robin.sprague@ky.gov

Similar Projects: Liberty Road, New Circle Road

**Joshua Samples, PE**, Project Manager  
Kentucky Transportation Cabinet, Department of Highways, District 7  
763 West New Circle Road | Lexington, KY 40512  
☎ 859-246-2355 | ✉ Joshua.samples@ky.gov

Similar Projects: Citation Boulevard, Liberty Road, New Circle Road

**Patrick Madden**  
Hamburg Place Development  
2517 Sir Barton Way | Lexington, KY 40509  
☎ 859-299-7028

Similar Projects: Polo Club Boulevard, Sir Barton Way, Pink Pidgeon Parkway

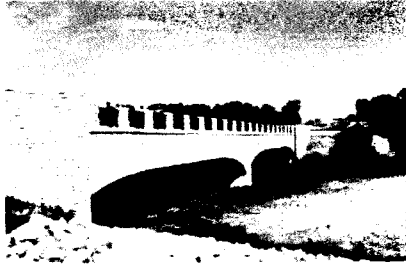
## Similar Project Experience

### Creating Value that Lasts

Improved safety, mobility, and reliability create more efficient travel. These enhancements expand access for all and foster stronger communities. The result is more than just a way to travel between places. The result is a better quality of life. A well-planned, designed, constructed and managed roadway will do all of the above, sustainably, for years to come.

### Our experience makes it possible

The following project descriptions demonstrate innovative solutions that will be applied to your project's challenges. In these case studies, we employed cost-effective strategies, similar to those required in your scope of work. These projects represent successful partnerships with our clients – reaching performance goals and delivering within the required schedule.



### Viley Rd. Design Study Report

LFUCG | Lexington, KY

HDR completed preliminary plans and environmental assessment for this section of Viley Road, extending from west of Leestown to Russell Cave. Through the preliminary design process, Citation Boulevard was developed as a four-lane divided arterial highway from Leestown Road to Newtown Pike. Narrowing to a 40-foot street, the character of the roadway changes to collector from Newtown Pike to Russell Cave Road. Design for the existing Viley Road, west of Leestown, included reconstruction to provide a transition section from the two-lane existing road to the four-lane arterial.

A corridor study was initially undertaken, utilizing existing LFUCG mapping. A single corridor was approved for further study, mapped to a more precise detail, and used as the basis for the design study report. As alternatives were developed, meetings were held with LFUCG and KYTC to discuss and eliminate alternatives. A preferred alignment was determined and preliminary line and grade plans were approved.

The report provided preferred alignment, grade, typical section, access points, principal drainage, construction cost estimates, and background data that was used as a basis for the design of the arterial highway by LFUCG. The Design Study Report has been used as a cornerstone for all development between Leestown Road and Russell Cave Road in Fayette County.



### Citation Boulevard Ph I & II

LFUCG | Lexington, KY

Citation Boulevard, today, is a four-lane divided arterial highway that creates a partial bypass for Lexington. HDR was selected to perform final design plans for Phases I and II, coordinating with LFUCG, KYTC District 7, and the Lexington Area MPO throughout the design process.

Phase I connects Newtown Pike to Georgetown Road, including a 40-foot wide raised median and 10-foot wide curb lane. The bridge over Cane Run Creek included special architectural finishes and rails to enhance the park-like setting. Access locations, established during preliminary plans, were designed to accommodate residential and commercial development. HDR met a fast-track deadline for final plans for Phase I, including FONSI approval.

Phase II connects Georgetown Road to Leestown. HDR provided final design plans that included street lighting, right-of-way, utility relocations, and a CSX railroad overpass. Bike connectivity between Masterson Station Park and Coldstream was provided through widened curb lanes and sidewalks, and a separate multi-use path at Bracktown Branch. Connections to existing roads and planned residential developments required coordination with multiple design groups and LFUCG staff. Final plans were completed in 2013. The project was part of a combined construction letting with the Leestown Road improvements and widening project prepared by KYTC District 7.



### Hamburg Roadway Designs

Hamburg Place, LLC | Lexington, KY

HDR has been the lead design firm for infrastructure improvements for the 1800-acre Hamburg Place Development. Roadway design has been the major component of the infrastructure. Collaborating with LFUCG, Madden LLC, and KYTC, HDR has successfully designed the following core network of streets:

- Sir Barton Way
- Star Shoot Parkway
- Polo Club Boulevard
- Pink Pigeon Parkway
- Vendor Way
- Alysheba Way

Additionally, HDR has designed several residential streets as part of the West Wind and Shetlands Subdivisions. These roadway designs were all completed under the review of LFUCG and were designed with the vision of connecting different segments of the developments back to the residential developments. This connectivity has been the backbone of success for the Hamburg Place Development and demonstrates HDR's understanding of the sensitivity in connecting major arterials down to the smallest of residential streets.



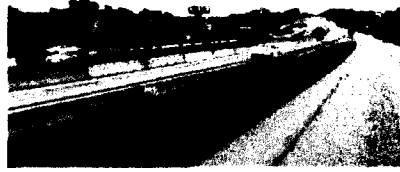
## Liberty/Todds Road

LFUCG Lexington, KY

Liberty/Todds Road, an arterial highway, is a strategic part of the Lexington Area Metropolitan Planning Organization Transportation Plan. The project corridor extends from east of I-75 to New Circle Road and is divided into three sections:

HDR prepared preliminary plans, complete with an environmental documentation (Phase I Design) for the entire corridor, and Final Design for Section I (South of Andover Forest to Graftons Mill Lane). Varying typical sections and design improvements to limit impacts to the existing corridor made this a complex urban design with curb and gutter, fluctuating from a four-lane grass median divided roadway to a three-lane section. All typicals incorporate a bike lane and sidewalks. Many public meetings and neighborhood participation created a positive public response and provided a context-sensitive design that had public approval. Various issues included:

- Minimizing impact to existing residential and commercial properties.
- Minimizing the typical section through the residential to a three-lane section.
- Adding of bike lanes to promote bikeway connectivity between "Rails to Trails," LFUCG Public Park, and the Expansion Area Boulevard.



## New Circle Road Widening

KYTC District 7 Lexington, KY

Preliminary and final design for widening on New Circle Road from Versailles Rd. to Georgetown Rd. Work began by evaluating the capacity and assessing deficiencies on New Circle and the interchanges at Leestown and Old Frankfort Pike. Final design included adding an additional lane in each direction on New Circle along with the reconstruction of two interchanges, the replacement of six bridges, and extension of two box culverts.

HDR led the project team in a week long workshop to determine proper interchange types. Using design year traffic projections the team utilized VISSIM to analyze the operations for the proposed Leestown Road Double Crossover Diamond (DCD) and used Synchro for other interchanges. Ultimately the team selected a standard Diamond configuration for Old Frankfort Pike and a DCD for Leestown – only the second interchange of this type to be built in Kentucky.

During design development close coordination with numerous public and private stakeholders including local agencies, utility companies, multiple railroads, local businesses and property owners was maintained. Public outreach also included the development of a project website. Construction of Phase I from Versailles Road to Leestown Road started in the fall of 2014 and was complete fall of 2016.

Final Design for the Phase II from Leestown Road to Georgetown Pike is still in progress.



## WEG Planning & Design

KYTC District 7 Lexington, KY

HDR (as prime) provided transportation planning and design services for the 2010 World Equestrian Games (WEG) at the Kentucky Horse Park. The HDR led team was selected in 2007 to provide a full range of services that included traffic modeling, preliminary and final roadway design, agency coordination, GIS, public meetings, utility relocations, stream permitting, and traffic management.

In preparation for the event, the Kentucky Horse Park underwent major expansions, including new stadiums and arenas, to accommodate an estimated attendance of 600,000 spectators with a peak day attendance of approximately 100,000 for this cross country event. HDR successfully coordinated with KYTC District 7 staff to deliver 11 letter agreements ranging from initial traffic models to final design of roadway improvements for Iron Works Pike, I-75 Interchange, and internal park roadways. Final roadway improvements plans were delivered to KYTC and FAC for March/April lettings. The plans and permits were delivered on an aggressive schedule since the planning was constantly evolving for the event.

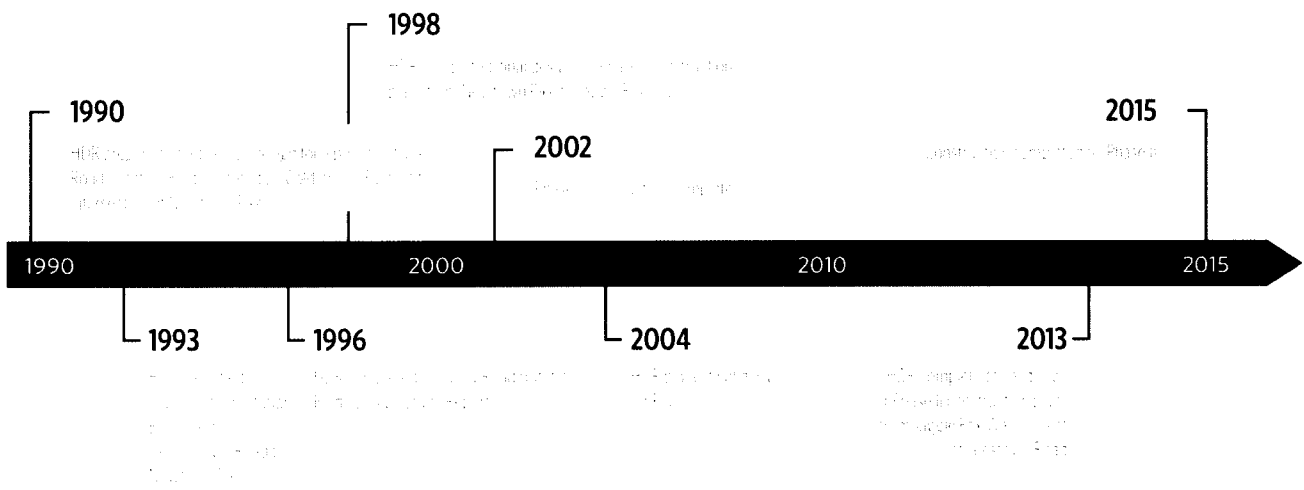
Other letter agreements included preparation of an Interchange Modification Report, permitting, and extensive coordination with a multitude of federal, state, and local agencies, including WEG officials, the Kentucky Horse Park, LFUCG, and FHWA.



## 04 Project Familiarity & Approach



# 04 Project Familiarity & Approach



## Project History/ Understanding

HDR looks forward to the opportunity to continue our 27 year history of planning and designing the Citation Boulevard Corridor. We began working with LFUCG on Citation Boulevard in 1990. Subsequently HDR successfully completed the following for LFUCG:

- In 1990 LFUCG requested that HDR prepared an **advanced design for a portion of Viley Road (Citation Boulevard), located on Coldstream Farm at the intersection of Newtown Pike**, adjacent to a proposed Hughes Plant across from Marriott Resort.
- In 1993 LFUCG requested that HDR **identify an alignment for Citation Boulevard from Georgetown Road to Newtown Pike**. Subsequently a series of review meetings were held with LFUCG to show alternative alignments that were studied.

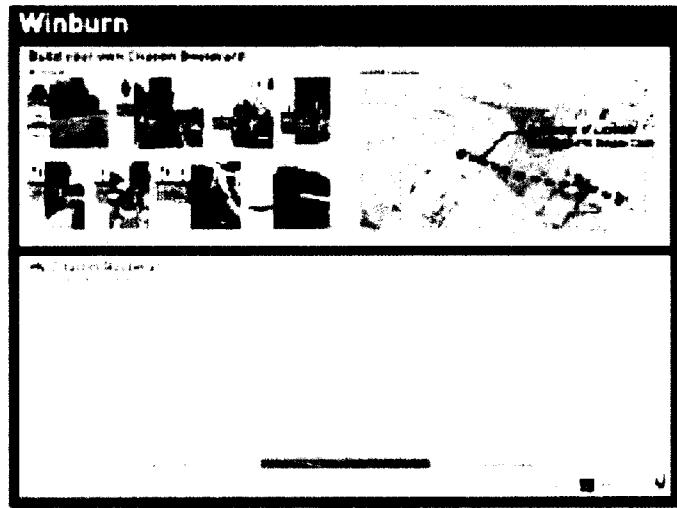
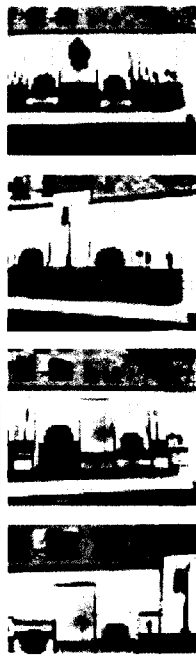
The meetings included review of alternatives for Coldstream Farm and accommodation for a sanitary sewer force main.

- In 1994 HDR was granted a Notice to Proceed with the **Viley Road (Citation Boulevard) Design Study Report**. During the process of developing the study, HDR and LFUCG visited Williamsburg, Virginia and Washington, D.C. to review park roads for implementation into the design. A preferred alignment was identified and was presented to the public at a Public Hearing in 1995 and the Viley Road Design Study Report was subsequently completed in 1996.
- HDR was contracted by LFUCG to complete **preliminary design for Citation Boulevard from Russell Cave Road to west of Leestown Road**, including an Environmental Assessment of the entire corridor.
- Upon approval of preliminary design, HDR was commissioned to **complete final design for**

- **Phase I construction plans from Newtown Pike to Jaggie Fox Way in 1998**. Final construction plans were completed in 2000, with construction completed in 2002.
- HDR was contracted by LFUCG to prepare **final design for Phase II construction plans from Jaggie Fox Way to west of Leestown Road** in 2004. After several funding delays, construction was completed in 2015.

As demonstrated by this timeline, HDR has been continuously working on the Citation Boulevard corridor since 1990. The same people who started this history are still leading our team. We have previously completed a design study report for the Proposed Citation Extension and look forward to completing this last section of design. No other consultant offers you the consistency, history, expertise, or positive results on this corridor.

Our Lexington office will lead design efforts for this project. Many of



our staff assigned to the project, as shown on our organizational chart, are Lexington based employees and have been working on this corridor since 1990. Through our involvement in earlier phases, we have a detailed understanding of the project and project corridor and are confident that our history with this project will translate into efficiencies as the project progresses through design.

The purpose of the project is to provide improved access for the Winburn and Russell Cave area to services and economic opportunities. Neighborhoods in the Winburn and Russell Cave area have a lack of connectivity which has created public safety and accessibility problems. The area is comprised of a mix of single family and apartment complexes, and due to the socio-economic character of the area, many residents do not own a vehicle and depend on public or other modes of transportation. This extension project will provide opportunities for other modes of transportation to connect more easily, including potential for increased bus routes. The extension will also bring connectivity for pedestrians and

bicyclists to the Legacy Trail at the intersection of Citation and Newtown Pike. These improved connections can bring positive change to the neighborhoods it will serve.

## Project Approach

While we have a lengthy history with this project, we recognize that considerable time has passed since preparation of the Design Study Report, and consequently, are aware of changes within the project corridor. Our approach will include planning for the following:

- Recognize that diverse parties have interest in this project. The Winburn Russell Cave neighborhoods adopted a small area plan in 2015 that spotlights a desire for better connectivity for vehicular traffic and pedestrians for the area. Newer development along the Citation Extension from Newtown Pike includes residential and a retirement community. We have met with individuals of these groups and each expressed interest in being involved in the design discussions. The Griffin Gate development will also be an important community to work

with. Previous commitments to stakeholders with the project will be reviewed with LFCUG to ensure our design addresses those appropriately.

- Develop typical sections for Citation, Winburn, and Albany. Each segment has differing characteristics and will require appropriate details.

## Public Engagement & Stakeholder Coordination

The importance of public engagement cannot be stressed enough in projects such as Citation Boulevard Phase III-A. The continued development along the Citation Boulevard corridor and in the Russell Cave and Winburn area all create a demand for consideration for various multimodal facilities – this means we need to engage not only the driving public but also pedestrian, bicycle and other users. The project will involve diverse stakeholders and interested parties that will have differing visions of the project goals. An experienced leader for public involvement will be essential to ensure this project's success. HDR has designated Ben



Edelen to lead the public involvement and stakeholder coordination for this project and he will be assisted by Shawn Dikes led the transportation components of the Winburn Russell Cave Small Area Plan. Ben has extensive experience in public involvement in numerous high profile projects right here in Lexington including Liberty Road, New Circle Road, Harrodsburg Road, and previously on Citation Boulevard. In fact, this prior experience on Citation public involvement sets HDR apart from any other team. Joe Cochran will be integral in maintaining constant communication with the project team and assisting in coordination efforts. Through various communication tools that included email, newsletters, and meetings our team will be able to share project information and provide opportunities for public input.

### Community Engagement

Engaging local stakeholders, including residents near Citation Boulevard, understanding their needs in relation to costs, access, and the need to accommodate traffic will be critical. One way to facilitate

a dialogue to accomplish this is through a collaborative workshop where participants can learn about the extension and be given a chance to detail their concerns and articulate what design elements or treatments along the roadway are important to them. Through a “build your own roadway” exercise (similar to what was done for the Winburn Russell Cave Small Area Plan), residents can complete their ultimate cross section for the Citation Boulevard Extension by arranging a variety of roadway design elements; including one, two, or more lanes, two-way left turn lanes, sidewalks, multimodal trails, lighting, landscaping, etc., to develop their “ideal” cross section. This exercise allows the residents to visually express what elements are important to them. We can then compared these elements to the cross section articulated in the Winburn Russell Cave Small Area Plan. For those that can’t participate in person, a survey can be placed online to gather additional feedback.

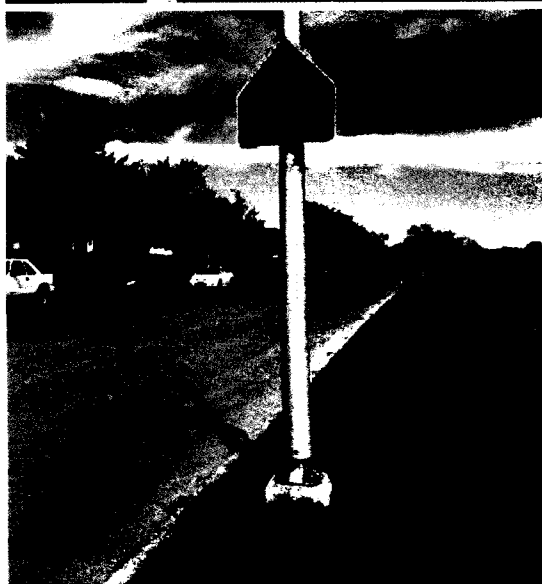
Additionally, residents can draw an alignment on a map to show where the extension would go. This detail could help engineers and

designers develop an extension that is more or less straight, or one that is more curvilinear, fitting a preferred alignment into the existing environment and minimizing impacts to established neighborhoods, parks, the Griffin Gate Golf Course, adjacent open spaces, and UK’s Ecological Research and Education Center (EREC) Center.

### Alignment & Grade

During our previous design study report activities we set an alignment that generally paralleled the Griffin Gate property through the extents of Phase III-A. A 60-foot dedicated right-of-way was provided along the south and east property lines to accommodate the new roadways. Intersections with Citation to Asbury Lane and Winburn Drive will be included. Citation Boulevard was extended from Newtown Pike to Silver Springs Drive with the development of the residential and retirement home properties. The typical section for Citation included curb and gutter on both sides of the roadway from Newtown Pike to Newtown Springs Drive. From Newtown Springs to Silver Springs, curb and gutter was included on the south edge of road only, with the north edge having an earth shoulder and with the road tapering down to a narrower two-lane width. The proposed project will widen the north edge of the existing road and add curb and gutter, and will extend the full width of the road to the proposed Winburn intersection.

There appears to be adequate right-of-way to allow for the Citation extension while not impacting properties. The 60-foot dedicated right-of-way along Griffin Gate appears to provide the needed area to extend the road and to continue an earth berm that was included with the initial extension. The berm was constructed with the previous project as a commitment to the Griffin Gate community. The extension of Winburn to Citation will parallel



the east property line of Griffin Gate, and also includes a 60-foot dedicated right-of-way. According to PVA information existing golf cart paths appear to encroach onto the dedicated right-of-way on the east side. This will be verified with property research and establishing accurate property boundaries early in the preliminary design process. The terrain along the proposed Winburn corridor is rolling and includes an existing drainage channel which carries runoff from the east onto the Griffin Gate property. Connection to the existing Winburn Drive will happen in front of Winburn Middle School and the school's southern entrance.

## Right-of-Way & Easements

While our design will seek to minimize any impacts to properties, acquisition of right-of-way and easements may be needed. Leigh Karr will lead the property acquisition process for HDR under the direction of LFUCG. Leigh has extensive experience with right-of-way acquisitions both as an LFUCG employee and as a consultant. Right-of-way projects require understanding of LFUCG, KYTC, FHWA requirements and the Uniform Act procedures and standards based on funding, client and other factors. Our team has a thorough understanding of these regulations through a long history of successful delivery of projects within their timeframe. HDR's approach to success for right-of-way projects includes a depth of experience, local resources and a full suite of right-of-way services. Serving as a common thread throughout the development and construction of a project, HDR's Real Estate Services (RES) team will participate as a trusted partner in coordinating landowner outreach, communications, and negotiations for land rights. HDR has the staff and experience that can move the right-of-way phase to rapid completion.

## Utility Coordination

Underground utilities along Citation include water, electric, communications, gas and sanitary sewer. In our previous work on Phases I and II, we maintained communication with utility owners throughout the project to identify existing facilities, minimize impacts, and assist in the planning of relocations. HDR assisted the utility relocation designers in identifying potential areas for relocations and made accommodation with our design for others. We understand that Phase III-A has many of the same utility elements as the previous phases. Rich Smith, who will lead our utility coordination efforts, designed sewer relocations for the final design of Citation Boulevard Phase II. He has worked with both LFUCG on sanitary sewer projects and Kentucky American Water (KAW) on water line projects, including systems within the Citation Boulevard corridor. KAW has existing facilities near the project area including a 12-inch ductile iron water main at the end of Winburn Drive, a 12-inch water main at the end of Citation Boulevard, and an 8-inch main at the end of Asbury Lane. Existing water and sanitary sewer lines appear to be outside of the probable footprint for the new road and are not likely to require relocations. Rich will lead HDR's effort to confirm the location of all existing utility facilities, coordinate with utilities on plans for the area, and incorporate utility work into the design where appropriate. This includes relocation of facilities if necessary for a successful project.

## Mobility Planning

According to the Winburn Russell Cave Small Area Plan, "Citation Boulevard is both the most logical and problematic roadway to pull through the study area." It represents the best opportunity to link the neighborhoods on each side of the proposed extension; Winburn and Green Acres, with Newtown





Pike, I-64 and recreational spaces of Shadybrook Park and the Legacy Trail to the west, and it should be done so in a fashion to accommodate all modes as practically and as safely as possible. Shawn Dikes lead the Winburn Russell Cave Small Area Plan development team and will work with the design team to ensure subtle design features are included to meet the intent of the Small Area Plan.

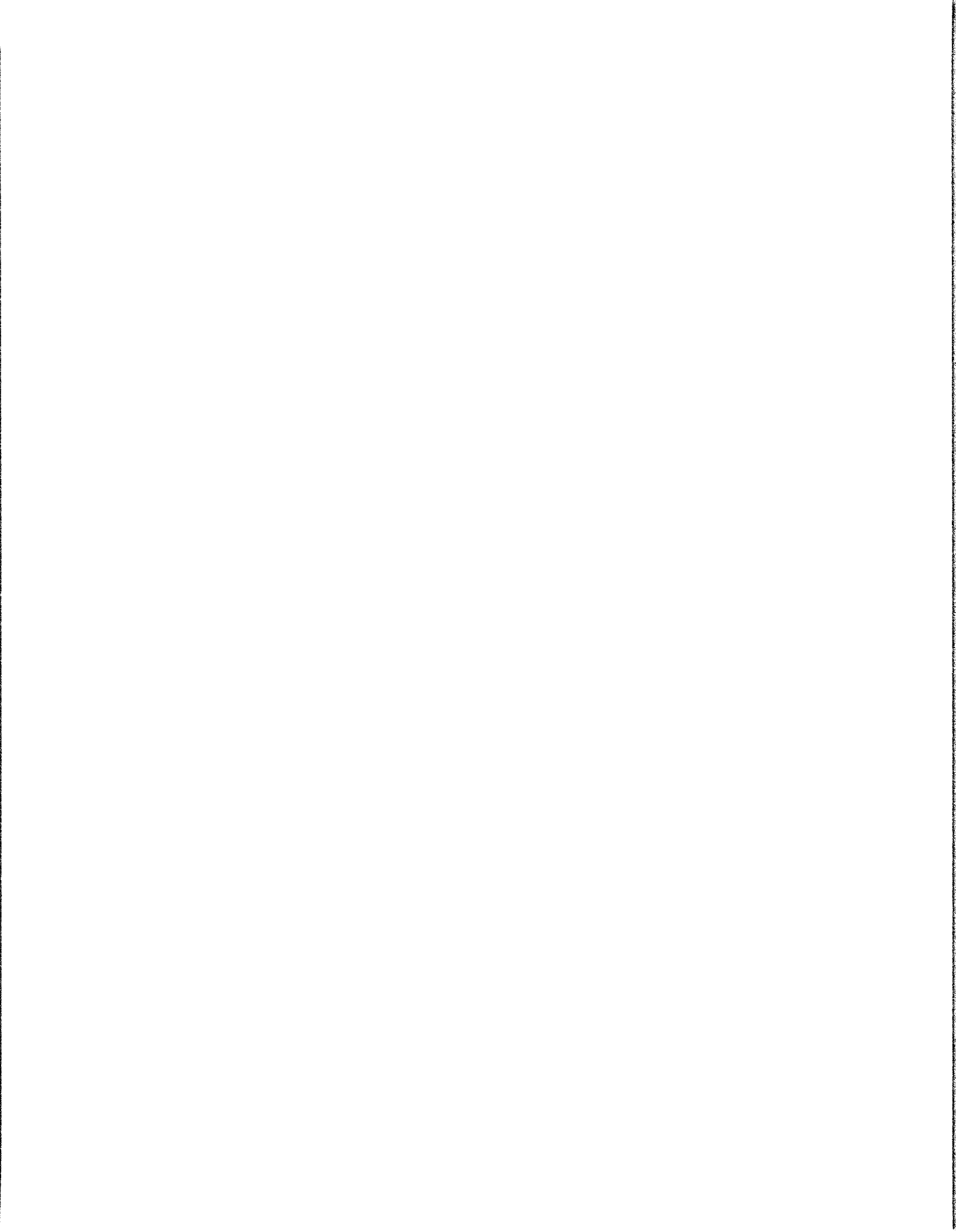
As we planned in the original Design Study Report, Citation Boulevard changes character considerably after it crosses Newtown Pike to the east and comes into the existing subdivision currently stopping at Silver Spring Drive. It tapers from four lanes to two lanes, and generally takes on the characteristics of a neighborhood street rather than an arterial. Taking the roadway from its current termini at Silver Spring Drive to Winburn Drive could be Phase I (as identified in the Small Area Plan – as the right-of-way is already identified), and from Winburn to Russel Cave Road could be Phase II according to the Plan.

Care must be taken to accommodate the appropriate volume of traffic with a commensurate number of travel lanes and to prevent the roadway from becoming an opportunity for a “speed zone” as was one of the issues identified during the Small Area Plan development. Designers should take what the residents articulated in the plan to heart, a desire to accommodate traffic, cyclists and pedestrians in a safe and similar manner as expressed in the cross section shown above. The actual alignment will also be important as it should work in harmony with any proposed residential development on either side of the extension, and with UK’s EREC since it logically could go through or around the perimeter of that facility.

The roadway can serve to connect the residents to many community facilities as well, including the North Side Library, the Winburn Middle School and the Martin Luther King (Winburn) Park. It could also serve to connect to Lextran Routes 4 Newtown Pike and Route 6 Broadway which runs on Russell Cave Road and directly serves the Winburn neighborhood.

## This HDR Team offers You:

- 1 Unparalleled history with the project.** HDR has been working on this project since 1990 and has previously completed a design study report for this section of Citation.
- 2 Continuity of leadership.** HDR’s project manager and highway design lead from previous phases will continue working on this project.
- 3 Broad-based services provided by local office.** HDR will lead all required services from its Lexington office using almost entirely Lexington-based staff.
- 4 Professional and personal desire to see this Phase III-A project completed.** Local staff who have been involved with this project since inception!





# **A** Local Workforce Analysis



# A Local Workforce Analysis

The local staff of HDR has enjoyed a 40-year relationship with LFUCG. HDR has over 170 coworkers assigned to our local offices, including more than 50 professionals in our Lexington office, located on Sir Barton Way. It is anticipated that the work associated with this project will be coordinated in HDR's Lexington office. The following information is presented within this section:

- Workforce Analysis Form
- Equal Opportunity Agreement
- Affirmative Action Program

HDR's full Equal Opportunity and Affirmative Action Program is available upon request. The total program is over 150 pages and is available in hard copy or as a PDF.

## Workforce Analysis Form

Name of Organization: HDR Engineering, Inc./KY Area

Date: 10/16/2017

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators & Managers	31	29	2							29	2
Professionals	96	75	20				1			75	21
Superintendents											
Supervisors											
Foremen											
Technicians	39	32	6			1				33	6
Protective Service											
Para-Professionals											
Office/Clerical	7		6				1				7
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>173</b>	<b>136</b>	<b>34</b>			<b>1</b>	<b>2</b>			<b>137</b>	<b>36</b>

Prepared By:

Patty Van Vooren, Kentucky Diversity Officer  
 Name & Title

## EQUAL OPPORTUNITY AGREEMENT

### Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

### The Law

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

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

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

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


\*\*\*\*\*

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

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

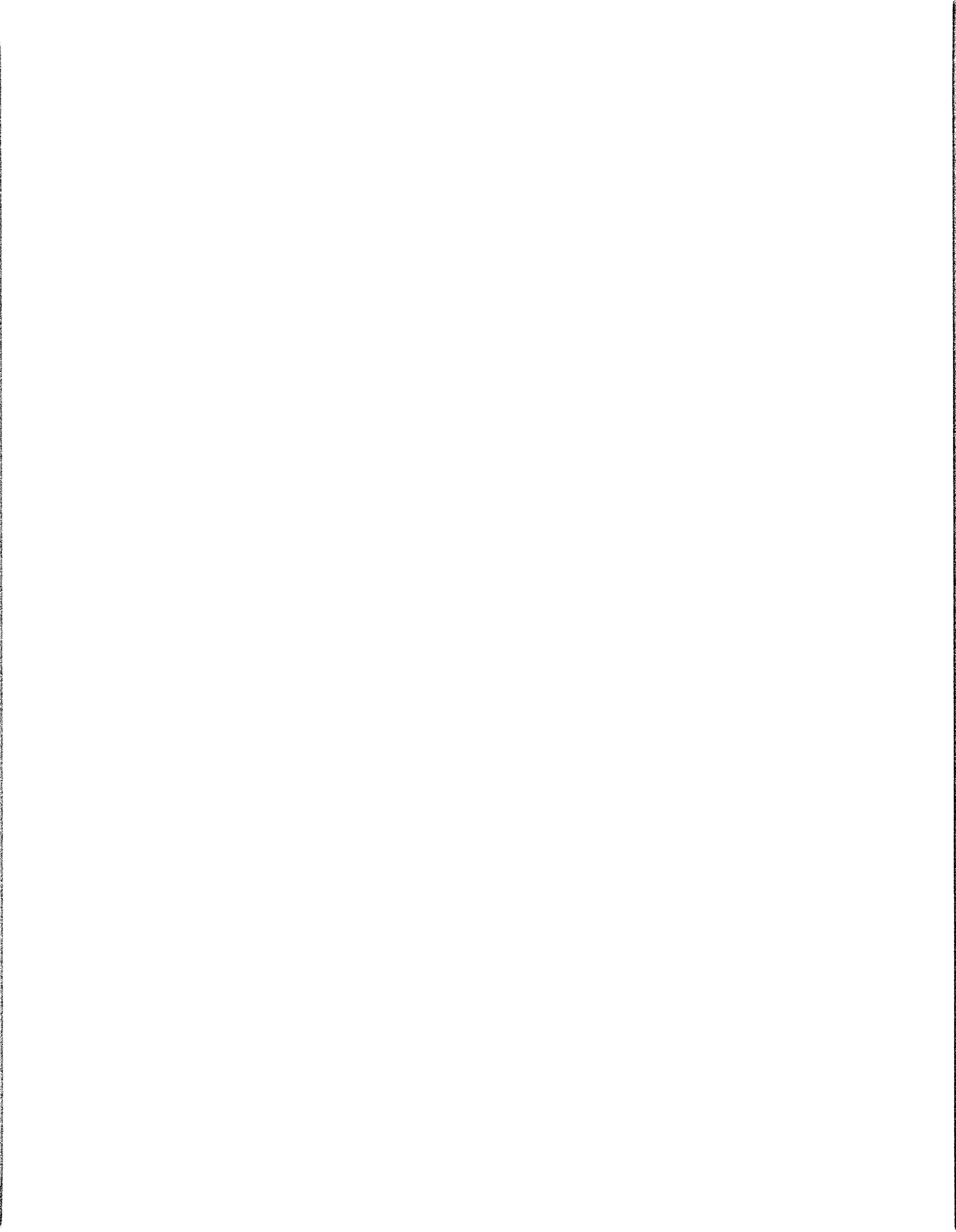
### Bidders

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

  
Signature

**HDR Engineering, Inc.**

Name of Business





## **Equal Employment Opportunity Policy Statement**

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, compensate, upgrade, train and promote employees in all job classifications and will insure that all personnel actions such as compensation, benefits, layoffs, return from layoffs, transfers, company sponsored training, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to ancestry, race, color, sex, sexual orientation, genetic information, religion, national origin, age, creed, veteran, citizenship status, marital status, public assistance, disability status, gender identity, transgender status, Vietnam Era Veteran, recently separated, special disabled, and other protected veterans or any other basis prohibited by law, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Physical and/or mental job qualifications are applied in the selection of employees for hire, promotion and transfer only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

Employees are requested to complete a voluntary disclosure form to assist HDR in identifying reasonable accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to the physical and mental abilities of employees and applicants, provided the accommodation does not impose an "undue hardship" on the company.

HDR will not subject employees and applicants to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law requiring equal employment opportunities for individuals with disabilities or protected veterans; or because they opposed any act deemed unlawful by any of the above referenced laws; or because they exercised any other right under Section 503 or Section 4212.

HDR strongly disapproves of any form of discrimination or harassment of individuals placed through this policy, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

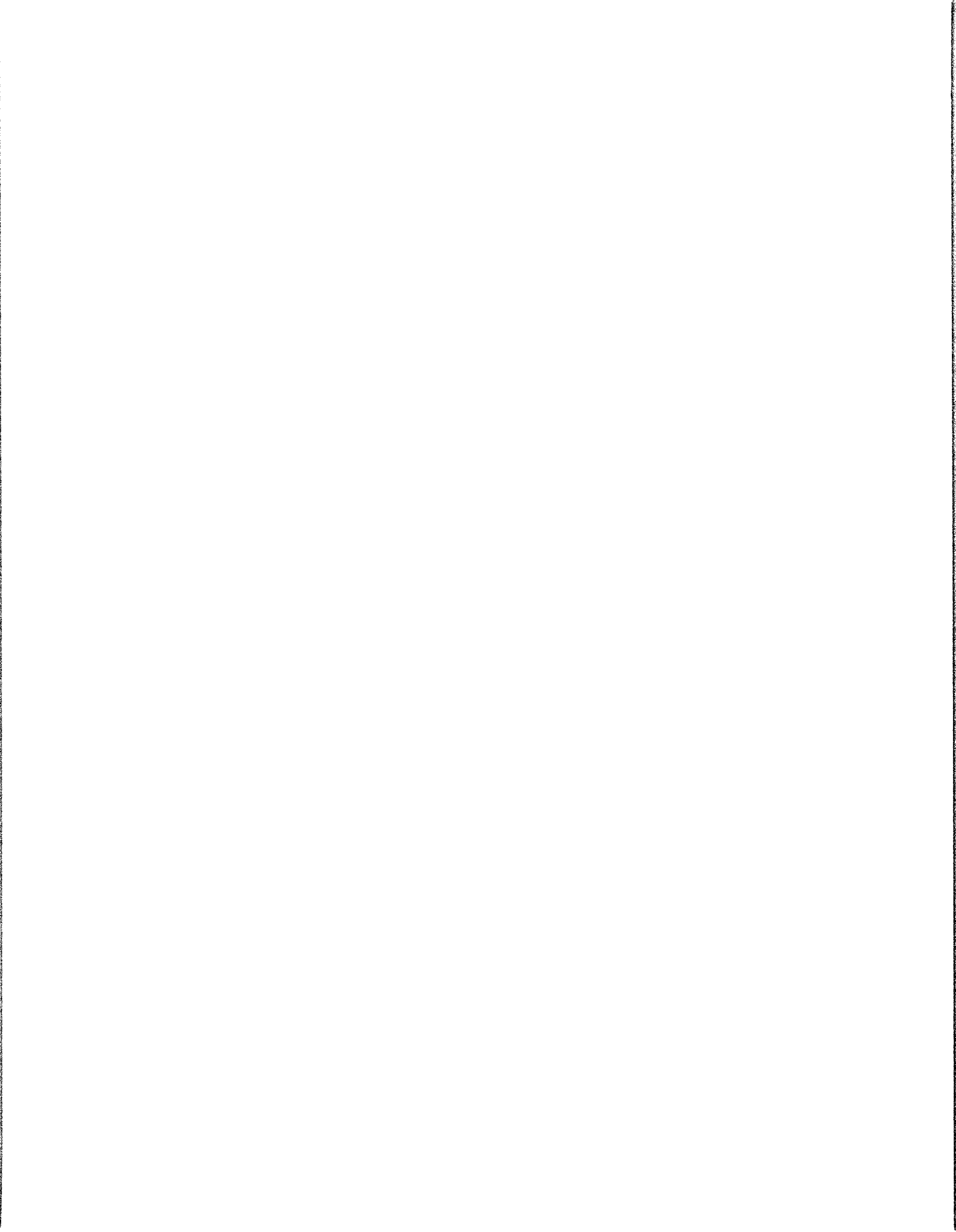
Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Department Manager or Regional Director, or Judith Webster, Senior Vice President of Human Resources and Corporate EEO Officer (HDR, Inc., 8404 Indian Hills Dr., Omaha, NE 68114, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Department Manager or Managing Principal.

George A. Little P.E.  
Chairman and CEO

August 20, 2014

[Connecticut Equal Employment Opportunity Policy](#)  
[Minnesota Equal Employment Opportunity Policy](#)  
[New Jersey Equal Employment Opportunity Policy](#)  
[California and Washington Equal Employment Opportunity Policy](#)  
[San Francisco, CA Equal Employment Opportunity Policy](#)





# HDR Engineering, Inc.

## Affirmative Action Plan

As supported in our policy statement and Affirmative Action Plan, HDR is dedicated to maintaining and improving a work environment that extends equal opportunity to all individuals. HDR policy encourages recruitment and appointment to the work force of qualified minority and female candidates.

The employment/recruitment process is supervised by a corporate Human Resources staff to ensure compliance with Affirmative Action. Our workforce is predominantly professional/technical, representing 83 percent of our total staff. Because availabilities in these fields are low, women and minorities are given every consideration.

All advertising encourages affirmative action, with most advertising placed in large metropolitan or technical publications. Where appropriate, positions are also advertised in minority and female publications. Job service and other employment referral agencies are used. Each position description is reviewed to ensure that it is not discriminatory in any way.

Utilization is reviewed at least quarterly, at the corporate level. This review is forwarded to all levels of management. Rather than detail procedures required in the Affirmative Action Plan, we have listed below those that are particularly helpful or effective. If required, we can furnish you with the entire plan.

**Employee Referral Program** - Cash bonuses are paid to employees who refer qualified candidates who are subsequently hired. This provides an effective tool in the recruitment of minority and female employees.

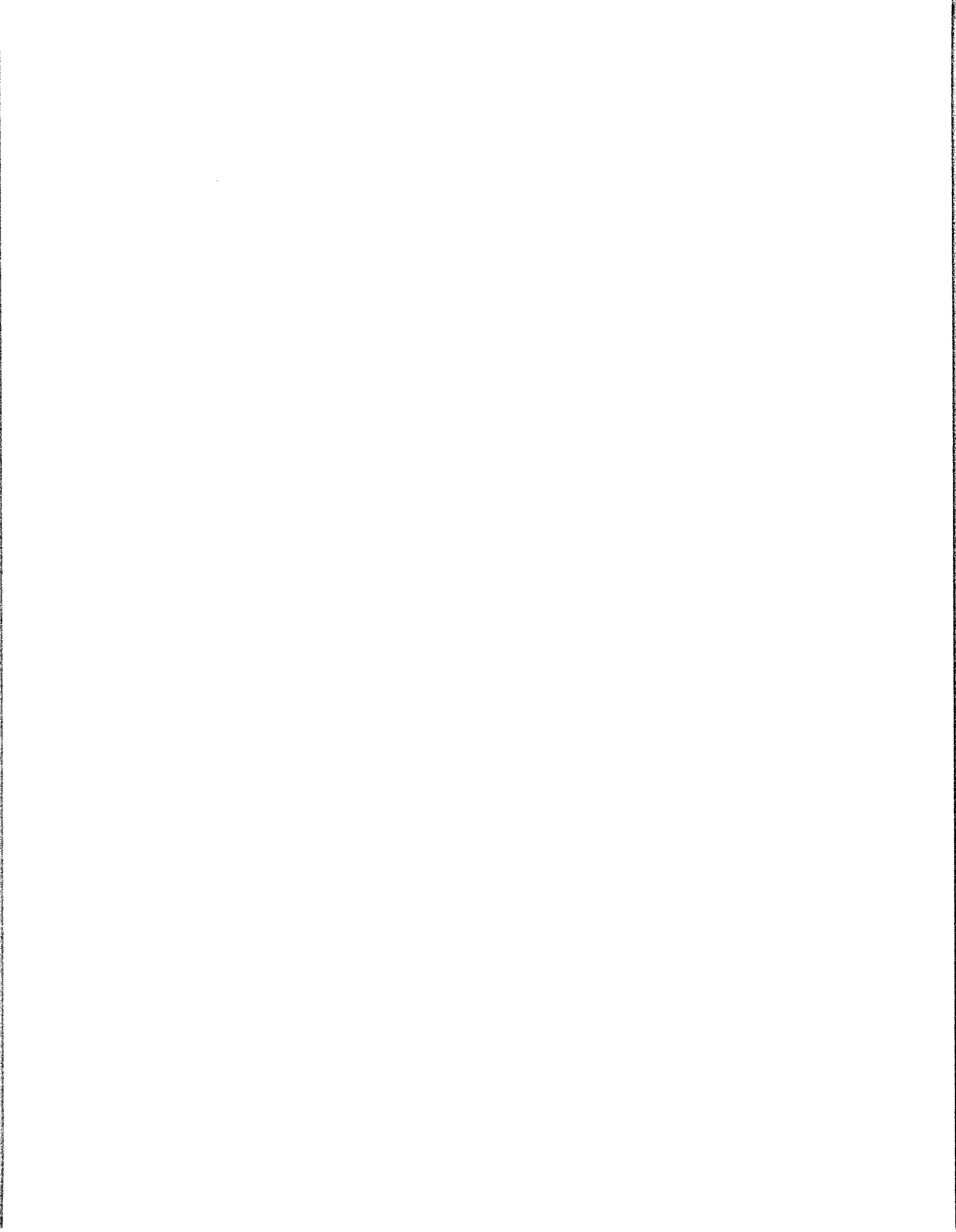
**Tuition Reimbursement** - Employees are encouraged to further their education to allow for promotions. HDR assists in this process by reimbursing tuition costs.

**Job Posting** - All vacancies are posted, the majority nationally. Through the postings, employees are provided an opportunity for advancement and are able to refer candidates from the outside to apply for those positions.

**Performance Appraisal and Development Program** - A formalized performance appraisal system helps ensure fairness in evaluating employees for promotions and salary increases.

Through this corporate wide effort, we are progressing in our affirmative action goals. Our California staff has increased its percentage of female professional staff since 1988. HDR intends to recognize the worth of each individual based solely upon his or her performance, qualifications, and contribution to the success of the company

HDR Engineering, Inc





## **B** Affidavit

**AFFIDAVIT**

Comes the Affiant,                                 **HDR Engineering, Inc.**                                , and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is   **Ben R. Edelen, PE, PLS**   and he/she is the individual submitting the            proposal            or            is the            authorized representative of   **HDR Engineering, Inc.**  , the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

**Continued on next page**

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

Further, Affiant sayeth naught.

*Ben R. Edelen*

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me

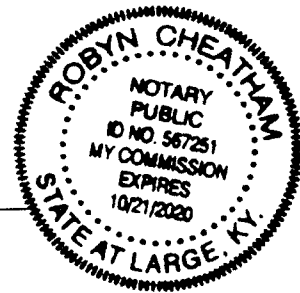
by Ben R. Edelen on this the 16th day

of October, 2017.

My Commission expires: 10/21/2020

*Robyn Cheatham*

NOTARY PUBLIC, STATE AT LARGE





# C M/WBE Participation Form



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFQ/Quote Reference # RFQ #40-2017**

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. <b>Vision Engineering, LLC</b> 3399 Tates Creek Rd Lexington, KY 40502 (p) 859.559-0516	DBE	Drainage & Stormwater	TBD	> 10%
2. <b>Salt River Engineering, PLLC</b> 108 West Poplar Harrodsburg, KY 40330 (p) 859.321.1911	Veteran	Utility Coordination	TBD	> 3%
3.				
4.				

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

**HDR Engineering, Inc.**

\_\_\_\_\_  
Company

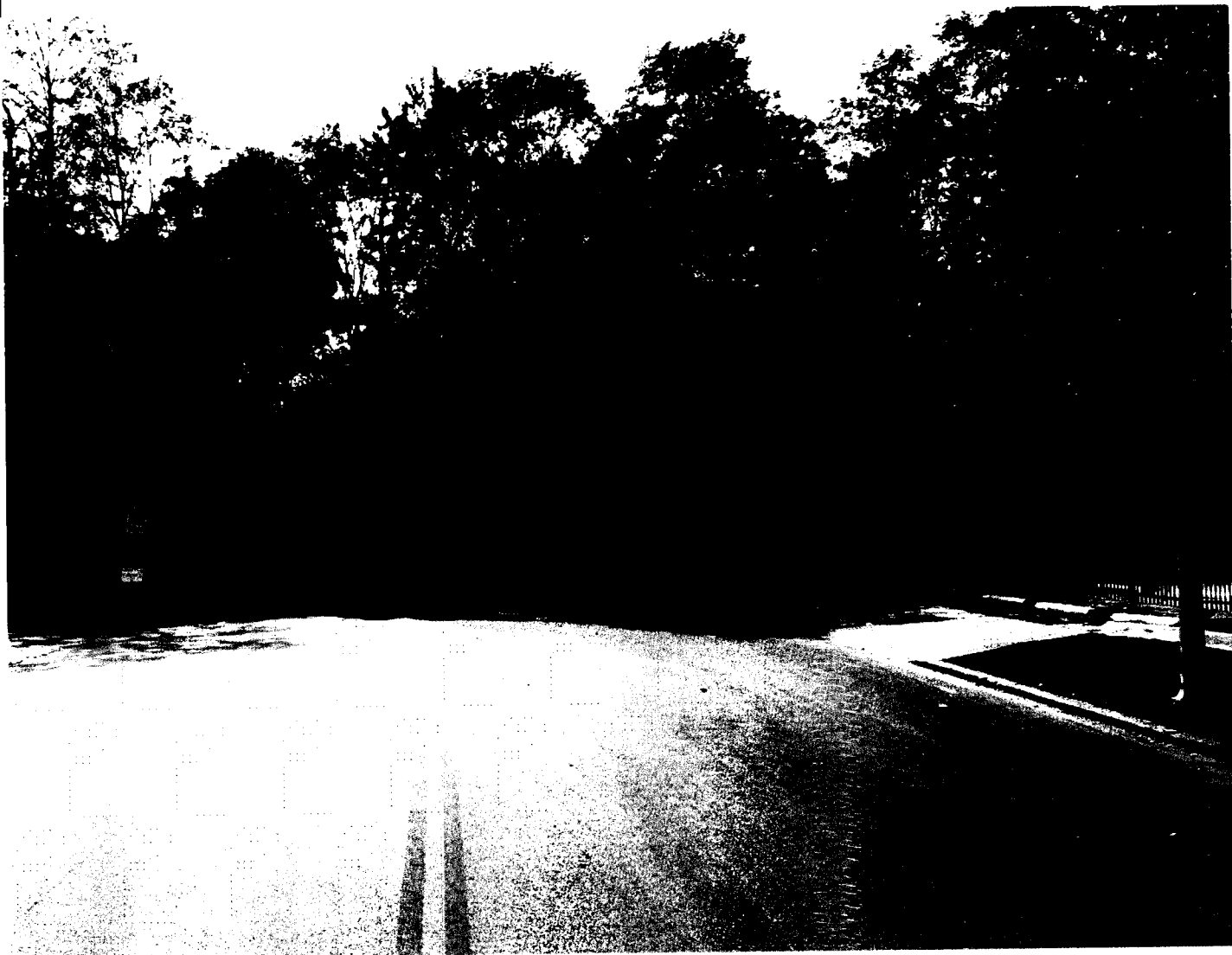
**10/16/2017**

\_\_\_\_\_  
Date

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

**Sr. Vice President / Area Manager**

\_\_\_\_\_  
Title



## D General Provisions



## GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

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

bribe an officer or employee of the LFUCG.

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the contract according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

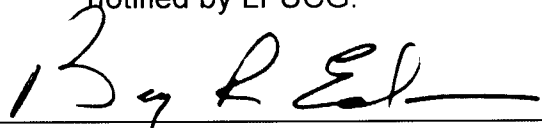
#### B. At Will Termination

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

- 13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
- 14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
- 15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or

other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

  
Signature

10/16/2017  
Date

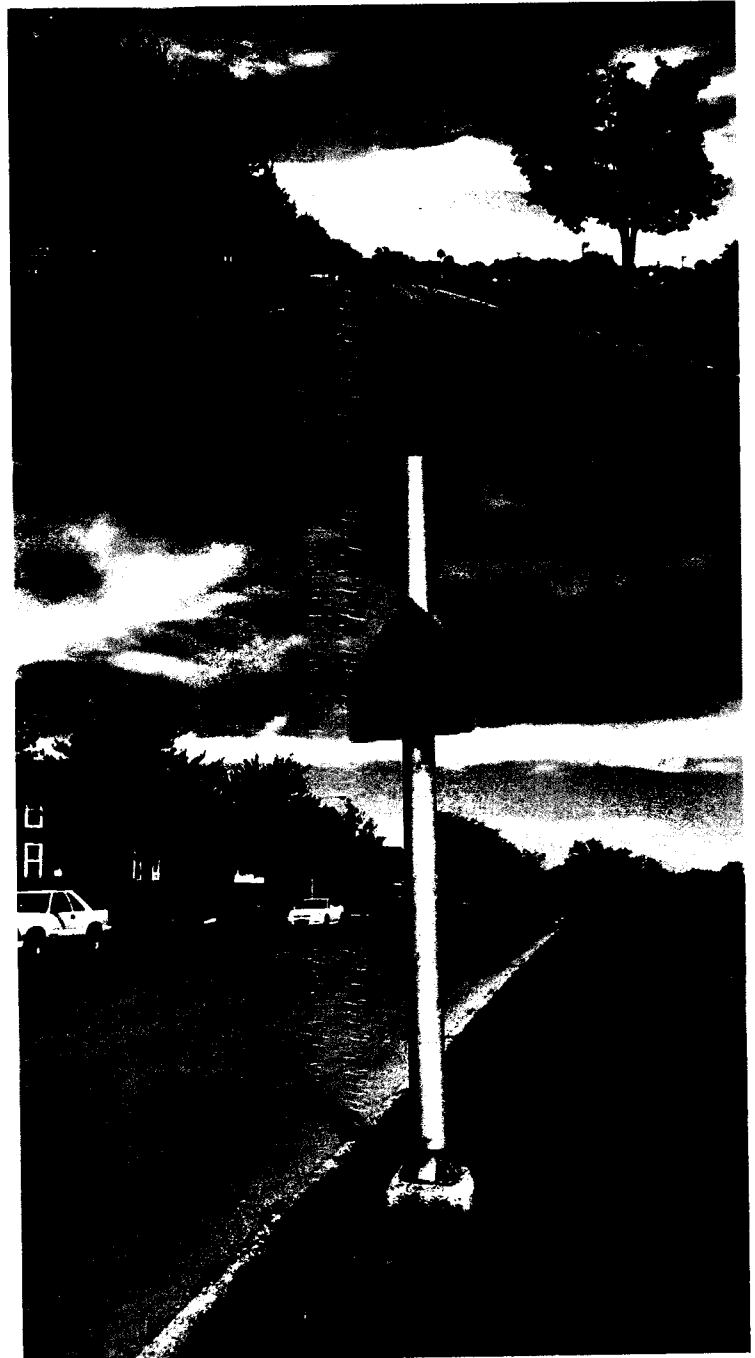


2517 Sir Barton Way  
Lexington, KY 40509  
859.629.4800

[hdrinc.com](http://hdrinc.com)

We practice increased use of sustainable materials and reduction of material use.

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# CERTIFICATE OF LIABILITY INSURANCE

6/1/2018

DATE (MM/DD/YYYY)

3/21/2018

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).

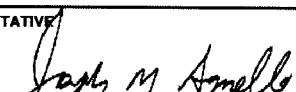
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b>		<b>FAX (A/C No.):</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> 1429676 HDR ENGINEERING, INC. 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049	<b>INSURER(S)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

**COVERAGES \*HDRIN01 CERTIFICATE NUMBER: 15282997 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 \$ 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? <input type="checkbox"/> Y/N (Mandatory in NH) 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)  
CITATION BLVD PHASES III-A RFP #40-2017. 30 DAYS NOTICE OF CANCELLATION APPLIES, 10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.

<b>CERTIFICATE HOLDER</b> 15282997 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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/21/2018

**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>	
INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
INSURER B: Liberty Mutual Insurance Company	23043
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

**COVERAGES      CERTIFICATE NUMBER: W5547062      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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-037	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-047	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	TR7-641-444950-067	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WA7-64D-444950-017	06/01/2017	06/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Citation Blvd Phases III-A RFP #40-2017.

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.

<b>CERTIFICATE HOLDER</b>  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 
--	--

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		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE 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: The 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)**

**EXHIBIT D**

**LFUCG - HDR - Engineering Services Fee Proposal**

**February 23, 2018**



**LFUCG  
Engineering Services  
Fee Proposal**

Citation Boulevard Phase III-A

February 23, 2018

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- **Direct Costs Worksheet**
- **Certificate of Indirect Costs**

## **KYTC Audit Report – HDR**

## **Supporting Documentation for Sub-Consultants, other**

- **Vision Engineering**
- **Salt River Engineering**
- **Geotech Services**



February 23, 2018

Andrew Grunwald, P.E.  
Project Manager  
Department of Planning, Preservation and Development  
Division of Engineering, Design and Construction Section  
Lexington-Fayette Urban County Government  
101 E. Vine Street  
Lexington, KY 40507

RE: Citation Boulevard Phase III-A  
Fayette County, Kentucky

Dear Mr. Grunwald:

Please find enclosed our scope and fee proposal for providing engineering and related services for the subject project.

The project Contract Scoping Meeting was held at the LFUCG Engineering Conference Room on November 15, 2017. Services to be provided generally include field survey and utility coordination, roadway engineering design, meetings, sub-consultant oversight and coordination, public involvement and bidding assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph D. Cochran".

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



# Citation Boulevard Phase III-A

## Fayette County, Kentucky

### Negotiation Minutes

#### February 23, 2018

**Participants:**

Andrew Grunwald – LFUCG, Mark Feibes - LFUCG  
 Joe Cochran – HDR, Ben Edelen – HDR, Jonathan West - HDR

All negotiations were held by e-mail transmittals, telephone and meeting at the LFUCG office. General comments from the negotiations included:

1. The general project scope was discussed during the Contract Scoping Meeting conducted at the LFUCG Engineering Conference Room on November 15, 2017.
2. The following summarizes negotiations with LFUCG:

<u>Date</u>	<u>Discussion</u>
11/2/17	HDR received notice of selection from LFUCG.
11/15/17	Scoping meeting held at LFUCG.
12/13/17	HDR submitted (via email) draft scope/units to LFCUG for review.
1/2/18	LFUCG accepted scope/units.
1/23/18	HDR and LFUCG agreed to include scope for terrain verification (under survey).
1/23/18	HDR submitted (via email) a Fee Proposal to LFUCG.
2/9/18	LFUCG provided (via email) comments on the Fee Proposal.
2/21-23/18	HDR met with LFUCG to discuss proposed scope and man-hours. Items included the removal of Right-of-Way Acquisition services, and adjustments to survey, preliminary line and grade, right-of-way plans and final plans.

3. Production Hour Negotiations

	HDR 1/23/18	LFUCG 2/9/18	Negotiated 2/23/18
Survey	426	426	434
Preliminary Line and Grade	647	418	449
Utility Coordination	24	24	24
Right-of-way Plans	196	140	212
Final Plans	820	712	783
Meetings	140	140	140
Public Involvement	96	96	96
QA/QC	16	16	16
Right-of-way Acquisition	384	0	0
<b>Total</b>	<b>2,749</b>	<b>1,972</b>	<b>2,154</b>

4. Project Schedule

Notice to Proceed	2/28/2018
PL&G Meeting	10/1/2018
Final Plans	3/1/2019
Right of Way Plans	4/1/2019

5. Payment Percentages

PL&G Meeting	50% Payment
Submit Final Plans	95% Payment
Right of Way submittal	100% Payment

APPROVED:

HDR ENGINEERING, INC.

LFUCG

\_\_\_\_\_  
Signature 2/23/2018 Date

Joe Cochran, P.E. Project Manager  
Printed Name/Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
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 23, 2018	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	
<b>PROJECT:</b>	Citation Boulevard Phase III-A				
<b>DESC:</b>					

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Survey	434		\$ 35.45	\$ 15,385.30
Preliminary Line and Grade	449		\$ 45.28	\$ 20,330.72
Utility Coordination	24		\$ 45.90	\$ 1,101.60
Right-of-Way Plans	212		\$ 45.28	\$ 9,599.36
Final Plans	783		\$ 45.28	\$ 35,454.24
Meetings	140		\$ 65.72	\$ 9,200.80
Public Involvement	96		\$ 72.24	\$ 6,935.04
QA/QC	16		\$ 64.41	\$ 1,030.56
Right-of-Way Acquisition	0		\$ 45.05	\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>2154</b>			<b>\$ 99,037.62</b>

<b>OVERHEAD ( 156.48 %)</b>	\$ 154,974.07
<b>PROFIT ( 15.00 %)</b>	\$ 38,101.75
<b>COST OF MONEY ( 0.35 %)</b>	\$ 350.30

DIRECT COSTS	AMOUNT
Mileage	\$ 333.00
Survey Crew Travel Time	\$ -
Printing	\$ 735.00
<b>TOTAL DIRECT COSTS</b>	<b>\$ 1,068.00</b>

SUBCONSULTANTS	AMOUNT
Vision Engineering	\$ 39,825.00
Salt River Engineering	\$ 12,572.00
Gess, Mattingly and Atchison PSC	\$ -
Bluegrass Valuation Group LLC	\$ -
Geotech Services	\$ 20,431.00
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ 72,828.00</b>

<b>TOTAL FEE</b>	<b>\$ 366,360</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	2/23/2018
<b>CONSULTANT SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>
<b>PROFESSIONAL SERVICES SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>



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

COUNTY  
PROJECT  
UPN  
ITEM NO.

FAYETTE  
Citation Boulevard Phase III-A  
0  
0

DATE 2/23/2018

Position	7/14/2017 Rate	Escalated Rate 4.142%	% Classification	Cost
<b>Survey</b>				
Land Surveyor	\$ 49.54	\$ 51.59	40%	\$ 20.64
Survey Party Chief/LS	\$ 28.12	\$ 29.28	30%	\$ 8.79
Survey Technician	\$ 19.28	\$ 20.08	30%	\$ 6.02
<b>Average Rate</b>			100%	<b>\$ 35.45</b>
<b>Preliminary Line and Grade</b>				
Senior Project Manager	\$ 71.90	\$ 74.88	10%	\$ 7.49
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	25%	\$ 13.49
Project Engineer	\$ 36.34	\$ 37.85	35%	\$ 13.25
Senior Designer	\$ 36.20	\$ 37.70	25%	\$ 9.42
Designer	\$ 31.46	\$ 32.76	5%	\$ 1.64
<b>Average Rate</b>			100%	<b>\$ 45.28</b>
<b>Utility Coordination</b>				
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	50%	\$ 26.97
Project Engineer	\$ 36.34	\$ 37.85	50%	\$ 18.92
<b>Average Rate</b>			100%	<b>\$ 45.90</b>
<b>Right Of Way Plans</b>				
Senior Project Manager	\$ 71.90	\$ 74.88	10%	\$ 7.49
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	25%	\$ 13.49
Project Engineer	\$ 36.34	\$ 37.85	35%	\$ 13.25
Senior Designer	\$ 36.20	\$ 37.70	25%	\$ 9.42
Designer	\$ 31.46	\$ 32.76	5%	\$ 1.64
<b>Average Rate</b>			100%	<b>\$ 45.28</b>
<b>Final Plans</b>				
Senior Project Manager	\$ 71.90	\$ 74.88	10%	\$ 7.49
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	25%	\$ 13.49
Project Engineer	\$ 36.34	\$ 37.85	35%	\$ 13.25
Senior Designer	\$ 36.20	\$ 37.70	25%	\$ 9.42
Designer	\$ 31.46	\$ 32.76	5%	\$ 1.64
<b>Average Rate</b>			100%	<b>\$ 45.28</b>
<b>Meetings</b>				
Area Manager	\$ 90.95	\$ 94.72	10%	\$ 9.47
ROW Project Manager	\$ 45.29	\$ 47.17	10%	\$ 4.72
Senior Project Manager	\$ 71.90	\$ 74.88	40%	\$ 29.95
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	40%	\$ 21.58
<b>Average Rate</b>			100%	<b>\$ 65.72</b>
<b>Public Involvement</b>				
Area Manager	\$ 90.95	\$ 94.72	10%	\$ 9.47
Principal Project Manager	\$ 77.21	\$ 80.41	30%	\$ 24.12
Senior Project Manager	\$ 71.90	\$ 74.88	30%	\$ 22.46
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	30%	\$ 16.18
<b>Average Rate</b>			100%	<b>\$ 72.24</b>
<b>QA/QC</b>				
Senior Project Manager	\$ 71.90	\$ 74.88	50%	\$ 37.44
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	50%	\$ 26.97
<b>Average Rate</b>			100%	<b>\$ 64.41</b>
<b>Right of Way Acquisition</b>				
Project Manager/Sr. Proj Eng.	\$ 51.80	\$ 53.95	20%	\$ 10.79
ROW Agent 3	\$ 38.62	\$ 40.22	50%	\$ 20.11
ROW Project Manager	\$ 45.29	\$ 47.17	30%	\$ 14.15
<b>Average Rate</b>			100%	<b>\$ 45.05</b>

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

- Notice to Proceed 2/28/2018
- Midpoint of Project 10/29/2018
- Final Plans 6/30/2019

- Audited Rates as of: 7/14/2017
- Midpoint of Project 10/29/2018
- Days (7/14/2017 to Midpoint) = 472.5

472.5 Days + 365 =	1.295 Years
1.295 Years x 3.20% per year	4.142% = Escalation Rate

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	2.2	4	9
2	Utilities - (data gathering, identification & contact)	1	No.	4	2	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2.2	2	4
<b>CONTROL</b>						
4	Horizontal	2	Mile	2.2	8	35
5	Vertical	2	Mile	2.2	5	22
6	Process data	1	Mile	2.2	2	4
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(complete)</i>	2	Mile	2.2	16	70
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	2.2	8	18
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	2.2	2	4
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 13-20 not required if used)</i>	2	Acre	19	2	76
13	Verify terrain model accuracy	2	Mile	1.4	8	22
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	19	0.5	19
21	Process data	1	Mile	1.1	4	4
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel	9	0.5	5
23	Field tie property lines/corners	2	Parcel	9	2	36
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile	1.1	8	18
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.	20	0.5	20
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Stake Easement Acquisitions Prior to Bidding	2	Parcel	9	2	36
29	Set Property Corner Pins for RW Acquisition	2	Parcel	3	4	24
<b>SURVEY TOTAL</b>						<b>434</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

### PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	2.2	8	18
32	Establish approximate property lines and ownership	Parcel	32	0.5	16
33	Study and develop typical sections	No.	7	2	14
34	Study and develop horizontal alignments	Mile	2.5	40	100
35	Study and develop vertical alignments	Mile	2.5	40	100
36	Create and evaluate proposed roadway models	Mile	2.5	24	60
37	Design entrances	No.	4	2	8
38	Pre-size pipes (all alternates)	No.	0	0	0
39	Pre-size culverts (all alternates)	No.	0	0	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.	1	8	8
44	Study and develop maintenance of traffic plan	LS	1	12	12
45	Plot/print copies of plans for team meeting and inspections	LS	1	8	8
46	Calculate preliminary quantities and develop cost estimates	Alt.	2	8	16
47	Revise plans and estimates	LS	1	24	24
48	Preliminary Right of Way with taking areas	Parcel	9	0.5	5
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
<b>PRELIMINARY LINE &amp; GRADE MISCELLANEOUS</b>					
51	KDOW and FEMA Coordination	LS	0	0	0
52	Identify Utility Conflicts and Develop Proposed Solutions	LS	1	16	16
53	Prepare Preliminary Design Technical Memorandum	LS	1	16	16
54	Environmental Support Documents	LS	1	8	8
55	Property Owner and Deed Research	Parcel	32	0.5	16
<b>PRELIMINARY LINE AND GRADE TOTAL</b>					<b>449</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

**UTILITY COORDINATION**

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	2	4	16
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	8	8
<b>UTILITY COORDINATION TOTAL</b>						<b>24</b>

**RIGHT OF WAY PLANS**

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
60	Deed research	Parcel	9	1	9	
61	Establish property and ownership	Parcel	9	2	18	
62	Calculate Right of Way	Parcel	9	2	18	
63	Prepare legal descriptions	Parcel	9	2	18	
64	Complete Right of Way summary sheet	Parcel	9	0.5	5	
65	Generate Right of Way strip map (scale 1" = 100')	Sheet	1	8	8	
66	Prepare Right of Way Plans Submittal	LS	1	8	8	
67	Right of Way revisions after Right of Way submittal	Parcel	1	16	16	
<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	3	32	96	
70	Existing Easement Lines	LS	1	16	16	
71					0	
72						
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>212</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

### FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	1	4	4
81	Update existing topography and terrain model	Mile	1	8	8
82	Refine alignments (horizontal & vertical)	Mile	1	12	12
83	Develop pavement design	No.	2	4	8
84	Finalize templates & transitions	No.	4	4	16
85	Develop final roadway model	Mile	1	120	120
86	Develop proposed design	Mile	1	120	120
87	Generate plan sheets (scale 1" = 20')	Sheet	10	8	80
88	Generate profile sheets (scale 1" = 20')	Sheet	10	8	80
89	Detail cross sections (scale 1" = 5')	No.	110	0.5	55
90	Design entrances	No.	4	2	8
91	Revise roadway plans from soils report	Mile	1	4	4
<b>DRAINAGE</b>					
92	Develop pipe sections (< 54")	No.	0	0	0
93	Develop drainage system map	Mile	0	0	0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.	0	0	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.	0	0	0
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	0	0
105	Develop Erosion Control Plan	Mile	1	24	24
106	Inlet spacing calculations	No.	0	0	0
107	Storm sewers calculations	No.	0	0	0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS	0	0	0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.	0	0	0
<b>DRAINAGE MISCELLANEOUS</b>					
112					0
113					0
114					0
115					0

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

### FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	8	8
117	Prepare typical sections	No.	7	4	28
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	1	16	16
121	Prepare elevation developments	No.	1	16	16
122	Prepare striping plan	No.	1	16	16
123	Calculate final quantities	Mile	1	32	32
124	Complete general summary	LS	1	8	8
125	Complete paving summary	LS	1	8	8
126	Complete drainage summary	LS	1	8	8
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	8	8
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	1	16	16
131	Prepare final construction plans submittal	LS	1	8	8
<b>MAINTENANCE OF TRAFFIC</b>					
132	Write maintenance of traffic notes (TCP)	LS	1	16	16
133	Prepare construction phasing plans	Mile	1	24	24
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
<b>FINAL PLANS MISCELLANEOUS</b>					
138	Document available rock quantities	LS			0
139	Prepare Specifications and Bid Documents	LS	1	24	24
140					0
141					0
142					0
143					0
<b>FINAL PLANS TOTAL</b>					<b>783</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

**MEETINGS**

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	3	No.	1	8	24
151	Drainage inspection	2	No.	1	4	8
152	Final inspection	3	No.	1	8	24
153	Misc. project coordination meetings	2	No.	3	2	12
154	Project team meetings	2	No.	2	2	8
<b>MEETINGS MISCELLANEOUS</b>						
155	Home Owner Association Meeting	1	No.			0
156	Local Officials Meetings	3	No.	3	4	36
157	Attend Pre-Bid Meeting	2	No.	1	8	16
157	Attend Bid Opening	2	No.	1	6	12
<b>MEETINGS TOTAL</b>						<b>140</b>

**PUBLIC INVOLVEMENT**

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS	1	4	4
161	Prepare for Advisory Committee/Officials Meeting		No.	1	8	8
162	Attend Advisory Committee/Officials Meeting	3	No.	2	4	24
163	Prepare for Public Meetings/Hearings		No.	1	16	16
164	Attend Public Meetings/Hearings	4	No.	1	6	24
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.	32	0.5	16
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167	Attend LFUCG Council Meeting (1 person)		No.	1	4	4
168						0
169						
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>96</b>

**QA/QC**

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	1	16	16
181	Structure review				0
<b>QA/QC TOTAL</b>					<b>16</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)			
COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR Engineering, Inc.
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018
<b>PRODUCTION-HOUR SUMMARY</b>			
<b>SURVEY TOTAL</b>			<b>434</b>
<b>LINE AND GRADE TOTAL</b>			<b>449</b>
<b>UTILITY COORDINATION TOTAL</b>			<b>24</b>
<b>RIGHT OF WAY PLANS TOTAL</b>			<b>212</b>
<b>FINAL PLANS TOTAL</b>			<b>783</b>
<b>MEETINGS TOTAL</b>			<b>140</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>			<b>96</b>
<b>QA/QC TOTAL</b>			<b>16</b>
<b>GRAND TOTAL</b>			<b>2154</b>



<b>RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET</b>						
COUNTY	Fayette	PROJECT TYPE	Right-of-Way Services			
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	HDR			
DESC.		PREPARED BY	Leigh Karr			
ITEM NO.		DATE	1/4/18			
<b>RIGHT OF WAY ACQUISITION</b>						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>APPRAISAL SERVICES</b>						
1	Plan Prep		Parcel		0	0
2	Administrative		Parcel		0	0
3	Property Owner Contact/Fieldwork		Parcel		0	0
4	Research/Record Gathering		Parcel		0	0
5	Comparable Sales		Parcel		0	0
6	Finalizing/Assembling Appraisal		Parcel		0	0
<b>APPRAISAL REVIEW SERVICES</b>						
7	Paperwork		Parcel		0	0
8	Administrative		Parcel		0	0
9	Fieldwork		Parcel		0	0
10	Finalizing/Assembling Appraisal Review		Parcel		0	0
11	Revised Review		Parcel		0	0
<b>MINOR ACQUISITION</b>						
12	Minor Acquisition Review	1	Parcel	0	5	0
13	Initial Offer Meeting	1	Parcel	0	7	0
14	Follow-up Meeting(s)/Contacts	1	Parcel	0	6	0
15	Parcel File Documentation	1	Parcel	0	4	0
16	Payment Packet	1	Parcel	0	5	0
17	Condemnation Packet		Parcel		0	0
<b>COMPLEX ACQUISITION</b>						
18	Initial Offer Meeting	1	Parcel	0	7	0
19	Follow-up Meeting(s)/Contacts	1	Parcel	0	6	0
20	Parcel File Documentation	1	Parcel	0	4	0
21	Payment Packet	1	Parcel	0	5	0
22	Condemnation Packet		Parcel		0	0
<b>RESIDENTIAL RELOCATION</b>						
23	Initial Worksheet and Meeting		Parcel		0	0
24	Certified Inventory		Parcel		0	0
25	Worksheet Update		Parcel		0	0
26	RHP/RAP Computations		Parcel		0	0
27	Relocation Offer Meeting		Parcel		0	0
28	Advisory Services		Parcel		0	0
29	Move Estimates/Bids		Parcel		0	0
30	Move Verification/Monitoring		Parcel		0	0
31	DS&S Inspections		Parcel		0	0
32	Records of Contact		Parcel		0	0
33	Parcel File Documentation		Parcel		0	0
34	Check Delivery		Parcel		0	0

RIGHT-OF-WAY PRODUCTION-HOUR WORKSHEET							
COUNTY	Fayette			PROJECT TYPE	Right-of-Way Services		
ROUTE	Citation Boulevard Phase III-A			CONSULTANT	HDR		
DESC.				PREPARED BY	Leigh Karr		
ITEM NO.				DATE	1/4/18		
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS	
<b>COMMERCIAL/BUSINESS RELOCATION</b>							
35	Initial Worksheet and Meeting		Parcel		0	0	
36	Certified Inventory		Parcel		0	0	
37	Move Estimates/Bids		Parcel		0	0	
38	Relocation Offer Meeting		Parcel		0	0	
39	Advisory Services		Parcel		0	0	
40	In lieu of Move		Parcel		0	0	
41	Move/Re-establishment		Parcel		0	0	
42	Records of Contact		Parcel		0	0	
43	Parcel File Documentation		Parcel		0	0	
44	Check Delivery		Parcel		0	0	
<b>MISCELLANEOUS MOVE</b>							
45	Initial Worksheet and Meeting		Parcel		0	0	
46	Certified Inventory		Parcel		0	0	
47	Move Estimates/Bids		Parcel		0	0	
48	Relocation Offer Meeting		Parcel		0	0	
49	Advisory Services		Parcel		0	0	
50	Move Verification		Parcel		0	0	
51	Records of Contact		Parcel		0	0	
52	Parcel File Documentation		Parcel		0	0	
53	Check Delivery		Parcel		0	0	
<b>OUTDOOR ADVERTISING RELOCATION</b>							
54	Initial Worksheet and Meeting		Parcel		0	0	
55	Move Estimates/Bids		Parcel		0	0	
56	Relocation Offer Meeting		Parcel		0	0	
57	Advisory Services		Parcel		0	0	
58	Move Verification		Parcel		0	0	
59	Records of Contact		Parcel		0	0	
60	Parcel File Documentation		Parcel		0	0	
61	Check Delivery		Parcel		0	0	
<b>ROW PROJECT MANAGEMENT</b>							
62	Project Report Development/Revisions	1	Parcel	0	1	0	
63	Parcel File Preparation and Management	1	Parcel	0	3	0	
64	Acquisition Stage Relocation Report and Updates		Each		0	0	
65	Commercial/Business Re-establishment Memorandum		Parcel		0	0	
66	Relocation Computation Packets QA/QC and Submittals		Parcel		0	0	
67	Minor Acquisition Review Value Range and Reviews	1	Parcel	0	4	0	
68	Monthly Project Status Meetings and Preparation	1	Each	0	3	0	
69	Bi-Weekly Status Reports		Each		0	0	
70	District Coordination		Parcel		0	0	
71	Payment/Condemnation Packets QA/QC and Submittals	1	Parcel	0	4	0	
72	Sub-consultant Coordination		Each		0	0	
73	Title and Closing Attorney Coordination	1	Parcel	0	2	0	
74	Property Owner Pro-rata Property Tax Reminder Letters		Parcel		0	0	
75	Invoicing		Each		0	0	
76	Project Close-out	1	Parcel	0	2	0	
<b>RIGHT OF WAY TOTAL</b>						<b>0</b>	

TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIRECT COSTS

COUNTY FAYETTE  
PROJECT Citation Boulevard Phase III-A  
UPN 0  
ITEM NO. 0

DATE 2/23/2018

SURVEY CREW									
Mileage									
Area	Total Manhours + 8 hours	+ No. of Crew Members	= No. of Days	No. of Round Trips/Day	= Total No. of Trips	Miles/Trip	Rate/Mile	Mileage Cost	
Survey Crew	54	2	27	1	27	20	0.54	\$ 292	
	54	0	0	0	0	0	0.41	\$ -	
<b>Total Mileage</b>								<b>\$ 292</b>	
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	54	0	0	0	0		\$ -	\$ -	
	54	0	0	0	0		\$ -	\$ -	
	54	0	0	0	0		\$ -	\$ -	
	54	0	0	0	0		\$ -	\$ -	
	54	0	0	0	0		\$ -	\$ -	
<b>Total Meals</b>								<b>\$ -</b>	
*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 \$35.45	x 1.3	Travel Time			
Survey Crew	0	3	2	\$ -	\$ -	Total Travel Time \$ -			
Lodging									
Area	# of Nights	x \$90/Night	x No. of Rooms	Lodging Cost					
Survey Crew	0	\$ 90 00	0	Total Lodging \$ -					

OTHER PERSONNEL					
Mileage					
Area	# Miles	Rate/Mile	Mileage Cost		
Trips for (5) Meetings	100	0.41	\$ 41		
	0	0.41	\$ -		
<b>Total Mileage</b>			<b>\$ 41</b>		
Meals					
Area	x No. of Persons	Meal	Rate/day	Meals Cost	
	0		\$ -	\$ -	
	0		\$ -	\$ -	
	0		\$ -	\$ -	
	0		\$ -	\$ -	
	0		\$ -	\$ -	
	0		\$ -	\$ -	
<b>Total Meals</b>				<b>\$ -</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		Total Lodging \$ -	

PRINTING			
Item	No. of Sheets	Cost (each)	Printing Cost
Miscellaneous Reports / Documents - 8-1/2' x 11"	200	\$0.10	\$ 20
Sheets for Preliminary Line and Grade Inspection - full size - B/W	5	\$15.00	\$ 75
Final Check Prints / Production Prints - full size - B/W	150	\$1.00	\$ 150
Half Scale Plans for Joint Inspection	600	\$0.25	\$ 150
Final Mylars - full size	0	\$5.00	\$ -
Color Prints for Public Meetings / Displays - full size	4	\$85.00	\$ 340
<b>Total Printing</b>			<b>\$ 735</b>

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

**CERTIFICATION OF FINAL INDIRECT COSTS**

Firm Name: HDR Engineering, Inc.

Final Indirect Cost Rates:

Home Rate: 156.48% \*\*                      Field Rate: \_\_\_\_\_

Cost of Capital: 0.3537%                      Other: \_\_\_\_\_

Fiscal Period Covered (mm/dd/yyyy): 12/31/2016

*I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:*

- 1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
- 2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*All known material transaction or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.*

\*Signature:  \_\_\_\_\_

\*Name of Certifying Official (Print): Quint R. English

\*Title: Vice President | Company Controller

Date of Certification (mm/dd/yyyy): 06/23/2017

\*Note: This form is to be completed by an individual executive or financial officer of the consultant at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with a contract

**\*\* For work performed on contracts awarded on or after June 24, 2014**



Matthew G. Bevin  
Governor

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
Frankfort, Kentucky 40622  
www.transportation.ky.gov/

Greg Thomas  
Secretary

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MEMORANDUM

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TO: Eric Pelfrey, Director  
Division of Professional Services

FROM: Michael Coffey, Audit Manager *CC* 8/2/17  
External Audit Branch

DATE: August 2, 2017

SUBJECT: HDR Engineering, Inc. and Subsidiaries  
Acceptance of Cognizant Rate

We have received a cognizant letter for HDR Engineering, Inc. and Subsidiaries' (Company) year ended December 31, 2016 Statement of Direct Labor, Fringe Benefits, and General Overhead and Schedule of Facilities Capital Cost of Money Prepared in Accordance with the Federal Acquisition Regulation Part 31 from the State of Nebraska Department of Roads.

We have verified the Company's pay rates per classification to their payroll register dated as of July 14, 2017 and noted the pay rate in the attachment.

We recommend the Kentucky Transportation Cabinet use the following rates:

**Contracts signed before 6/24/14:**

Combined Indirect Cost Rate	157.28%
Facilities Capital Cost of Money	0.3537%

**Contracts signed on or after 6/24/14:**

Combined Indirect Cost Rate	156.48%
Facilities Capital Cost of Money	0.3537%

This memorandum is intended solely for the use and information of the Company and the Kentucky Transportation Cabinet related to contracts employing the cost principles of the Federal Acquisition Regulations and should not be used for any other purpose.

Attachment



An Equal Opportunity Employer M/F/D

HDR Engineering, Inc. and Subsidiaries  
Attachment

Average Pay Rates

We have verified HDR Engineering, Inc. and Subsidiaries' pay rates per classification as of July 14, 2017:

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
Accounting.....	\$22.76	Marketing.....	\$43.89
Acquisition & Relocation Manager. ....	\$47.94	Operations Specialist.....	\$37.13
Acquisition / Relocation Agent.....	\$41.81	Principal Project Manager.....	\$77.21
Administration / Sr. Accounting.....	\$39.94	Program Manager.....	\$109.80
Administrative Assistant.....	\$18.35	Project Engineer.....	\$36.34
Area Manager.....	\$90.95	Project Manager / Sr. Project Eng.....	\$51.80
Bridge EIT .....	\$25.92	Quality Assurance Specialist.....	\$65.37
Bridge Engineer .....	\$38.17	Rail Project Engineer .....	\$34.36
CAD Technician .....	\$22.56	Rail Section Manager.....	\$65.22
Construction Admin. / Engineer. ....	\$59.55	Real Estate Services Agent 1 .....	\$31.06
Construction Asst.....	\$21.11	Real Estate Services Agent 3 .....	\$49.49
Construction Inspector 2 .....	\$30.54	Real Estate Services Director.....	\$98.33
Construction Inspector 3 .....	\$39.61	ROW Agent 3.....	\$38.62
Designer .....	\$31.46	ROW Project Manager.....	\$45.29
Driller.....	\$25.75	ROW Sr. Project Manager .....	\$50.26
EIT .....	\$27.79	Senior Bridge Eng. / Project Mgr.....	\$57.34
Environmental Planner.....	\$41.57	Senior CAD Technician .....	\$31.45
Geologist.....	\$46.39	Senior Designer.....	\$36.20
Geotechnical EIT .....	\$27.39	Senior Geotechnical Engineer.....	\$62.96
Geotechnical Engineer .....	\$39.42	Senior Project Manager.....	\$71.90
GIS Analyst.....	\$19.77	Senior Real Estate Services.....	\$37.51
GIS Manager.....	\$51.63	Senior Structural Energy Engineer....	\$72.07
GIS Sr. Developer.....	\$44.24	Senior Transit Planner.....	\$67.31
Intern / Co-op.....	\$16.00	Senior Transportation Planner.....	\$78.18
JYLA Construction Inspector .....	\$22.60	Soil Technician.....	\$28.85
Land Surveyor.....	\$49.54	Structural CAD Technician.....	\$30.45
LSIORB Construction Inspector 2 .....	\$35.97	Support Technician .....	\$17.49
LSIORB DBE Liaison .....	\$33.47	Survey Party Chief / Land Surv. ....	\$28.12
LSIORB Project Manager.....	\$120.13	Survey Technician.....	\$19.28
LSIORB Technician.....	\$36.87		

The average pay rates per classification have increased an average of 3.20% over the last two years.



Pete Ricketts  
Governor

STATE OF NEBRASKA

DEPARTMENT OF ROADS

Kyle Schneeweis, P.E., Director

1500 Highway 2 • PO Box 94759 • Lincoln NE 68509-4759

Phone (402) 471-4567 • FAX (402) 479-4325 • www.roads.nebraska.gov

June 26, 2017

Report No. 2017-116

HDR Engineering, Inc. and Subsidiaries  
8404 Indian Hills Drive  
Omaha, NE 68114

Quint English, Company Controller:

Subject: Review of FYE December 31, 2016 Indirect Cost Rate Audit performed by Ernst & Young, LLP.

We have completed a cognizant review of the independent Certified Public Accountant (CPA) audit and supporting work papers of the Indirect Cost Rates of HDR Engineering, Inc. and Subsidiaries for the year ended December 31, 2016. This review was conducted in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7.

Our review consisted of discussions with HDR officials and a review of Ernst & Young LLP's (E-Y) audit report and audit working papers to ensure that the indirect cost rate was calculated in accordance with Government Auditing Standards, and that the schedule of indirect costs was prepared in accordance with accounting practices prescribed in 48 CFR Part 31 of the Federal Acquisition Regulations. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

A new applicable benchmark compensation cap was established by the Bipartisan Budget Act of 2013 (BBA) that set executive compensation at \$487,000, applicable for contracts awarded on or after June 24, 2014. As a result HDR submitted a dual rate for 2016, one rate for work performed on contracts signed before 6/24/14 and a second rate for work performed on contracts signed on or after 6/24/14. With regards to the balance of the results of the E-Y audit, nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rates and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

NDOR, in consultation with HDR, made mutually agreed-upon adjustments to the submitted overhead costs. These adjustments are identified in the enclosed overhead rate schedule.

Accordingly, we recommend acceptance of the following rates:

**Contracts signed before 6/24/14**

Combined Indirect Cost Rate 157.28%

Facilities Capital Cost of Money .3537%

**Contracts signed on or after 6/24/14**

Combined Indirect Cost Rate 156.48%

Facilities Capital Cost of Money .3537%

The accepted overhead rate schedules have been included with this letter.

Tim Baker, CICA  
Audit Supervisor

**HDR ENGINEERING, INC. AND SUBSIDIARIES**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

	As Proposed by Consultant: Pre 6/24/14			As Proposed by Consultant: Post 6/24/14			Notes
	Final	Unallowable	Allowable	NDOR Adj	Unallowable	Allowable	
<b>DIRECT LABOR</b>	\$ 383,588,118	\$ -	\$ 383,588,118	\$ -	\$ -	\$ 383,588,118	
<b>FRINGE BENEFITS:</b>							
Vacation	\$ 50,677,779	\$ -	\$ 50,677,779	\$ -	\$ -	\$ 50,677,779	
Holiday	18,414,583	-	18,414,583	-	-	18,414,583	
Sick Leave	350,998	-	350,998	-	-	350,998	
Payroll Taxes	46,092,240	-	46,092,240	-	-	46,092,240	
Group Insurance	49,383,899	-	49,383,899	-	-	49,383,899	
Retirement Benefits	28,612,762	11,879	28,624,641	-	-	28,624,641	1
<b>Total Fringe Benefits</b>	\$ 193,532,261	\$ 11,879	\$ 193,544,140	\$ -	\$ -	\$ 193,544,140	
<b>GENERAL OVERHEAD:</b>							
Indirect labor:							
General	\$ 153,726,627	\$ (3,870,995)	\$ 149,855,632	\$ (65,348)	\$ (2,174,160)	\$ 147,681,472	2, A, D
Marketing	47,999,949	(117,220)	47,882,729	-	-	47,882,729	3
Travel and expenses - general	7,762,478	(693,222)	7,069,256	-	-	7,069,256	4
Employees' expenses	10,633,780	(2,990,566)	7,643,214	-	-	7,643,214	5
Supplies	121,419	-	121,419	-	-	121,419	
Building rental and expenses -	50,121,621	1,338,372	51,459,993	-	-	51,459,993	6
Taxes - general	4,843,356	(116,842)	4,726,514	(400,053)	-	4,326,461	7, B
Computer expense	65,854,280	-	65,854,280	-	-	65,854,280	
Depreciation and amortization	7,373,121	(1,327,664)	6,045,457	-	-	6,045,457	8
Postage	1,038,595	-	1,038,595	-	-	1,038,595	
Telephone	3,394,924	1,967	3,396,891	-	-	3,396,891	9
Subscriptions	167,360	-	167,360	-	-	167,360	
Donations	1,939,372	(1,939,372)	-	-	-	-	10
Insurance and self-insurance	12,220,188	(1,295,040)	10,925,148	-	-	10,925,148	11
Bad debts	374,030	(374,030)	-	-	-	-	12
Office expenses	2,082,911	-	2,082,911	-	-	2,082,911	
Printing	764,325	-	764,325	-	-	764,325	



**HDR ENGINEERING, INC. AND SUBSIDIARIES  
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
FOR THE YEAR ENDED DECEMBER 31, 2016**

	As Proposed by Consultant: Pre 6/24/14				As Proposed by Consultant: Post 6/24/14				Notes	
	Final	Unallowable	Allowable	NDOR Adj	NDOR Allow.	Unallowable	Allowable	NDOR Adj		NDOR Allow.
<b>GENERAL OVERHEAD (continued):</b>										
Marketing	4,056,841	(4,254,533)	(197,692)	-	(197,692)	-	(197,692)	-	(197,692)	13
Intercompany overhead	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	-	(1,707,059)	
Administrative costs	11,983,912	(1,996,323)	9,987,589	-	9,987,589	-	9,987,589	-	9,987,589	14
Temporary Help	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	-	1,167,220	
Goodwill	10,197,719	(10,197,719)	-	-	-	-	-	-	-	8
Interest - net	1,741,580	(1,741,580)	-	-	-	-	-	-	-	15
Autos	1,644,315	(65,232)	1,579,083	-	1,579,083	-	1,579,083	-	1,579,083	16
Professional services	1,746,700	(499,184)	1,247,516	-	1,247,516	-	1,247,516	-	1,247,516	17
Miscellaneous	2,085,742	(624,417)	1,461,325	-	1,461,325	-	1,461,325	-	1,461,325	18
Allocated expenses	55,421,294	(17,593,964)	37,827,330	(176,847)	37,650,483	(847,390)	36,803,093	(12,044)	36,791,049	19, C, D
Total general overhead	\$ 458,756,600	\$ (48,357,564)	\$ 410,399,036	\$ (642,248)	\$ 409,756,788	\$ (3,021,550)	\$ 406,735,238	\$ (45,274)	\$ 406,689,964	
<b>GENERAL OVERHEAD</b>	\$ 652,288,861	\$ (48,345,685)	\$ 603,943,176	\$ (642,248)	\$ 603,300,928	\$ (3,021,550)	\$ 600,279,378	\$ (45,274)	\$ 600,234,104	

GENERAL OVERHEAD RATE	Facilities Capital Cost of Money (FCCM) Rate
157.45%	156.48%
<u>0.3537%</u>	<u>0.3537%</u>

**HDR FAR References:**

- 1 31.205-6(j) – Allowable pension cost is limited to the net contribution required to be made for a cost accounting period after taking into account dividends and other credits, where applicable. The amount related to the distribution in excess of expense is added back to the pool.
- 2 31.201-6(a) – Labor associated with unallowable activities and a related percentage of fringe benefits is unallowable.  
31.205-6(e)(2) – Differential allowances for additional income taxes resulting from domestic assignments are unallowable.  
31.205-6(p) – Compensation paid to senior executives in excess of allowable limits is unallowable. Associated fringe benefits were not disallowed for compensation paid to executives in excess of allowable limits because the labor was not associated with unallowable activities but simply exceeding benchmarks.  
31.205-8 – Contributions and donations are unallowable including labor and a related percentage of fringe benefits.  
31.205-14 – Costs of entertainment are unallowable.
- 3 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 4 31.201-6(a) – When an unallowable cost is incurred, its directly associated costs are also unallowable.  
31.205-14 – Costs of entertainment are unallowable.  
31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.  
31.205-51 – Costs of alcoholic beverages are unallowable.

HDR ENGINEERING, INC. AND SUBSIDIARIES  
STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD  
FOR THE YEAR ENDED DECEMBER 31, 2016

HDR FAR References continued:

- 5 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.
- 31.205-8 – Contributions and donations are unallowable.
- 31.205-14 – Costs of entertainment are unallowable.
- 31.205-22 – Lobbying and political activities are unallowable.
- 31.205-27(a) – Costs of organization or reorganization are unallowable
- 31.205-35 – Certain expenditures in connection with relocation costs are unallowable.
- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 6 31.203(g) – Adjustment for over-expensed rent deposits from prior years.
- 7 31.205-41(b)(7) – A portion of state income tax that is deferred, whether an expense or benefit, and not a current tax expense is unallowable.
- 8 31.205-49 – Amortization of acquisition intangibles and goodwill is unallowable.
- 9 31.201-6(a) – When an unallowable cost is incurred, its directly associated costs are also unallowable.
- 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 10 31.205-8 – Contributions and donations are unallowable.
- 11 31.205-19, 47(t)(6) – Insurance and self-insurance adjustment, partially offset by costs defending patent infringement suits which are unallowable.
- 12 31.205-3 – Bad debts are unallowable.
- 13 31.205-1(t)(1) – A portion of public relations and advertising costs is unallowable.
- 31.205-1(t)(7) – Costs of memberships in civic and community organizations are not allowable.
- 31.205-8 – Contributions and donations are unallowable.
- 31.205-14 – Costs of entertainment are unallowable.
- 31.205-22 – Costs of entertainment are unallowable.
- 31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 14 31.205-1(f)(1) – A portion of public relations and advertising costs is unallowable.
- 31.205-1(f)(7) – Costs of memberships in civic and community organizations are not allowable.
- 31.205-8 – Contributions and donations are unallowable.
- 31.205-14 – Costs of entertainment are unallowable.
- 31.205-22 – Costs of entertainment are unallowable.
- 31.205-27 – Expenditures in connection with acquisition costs are unallowable.
- 31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.

**HDR ENGINEERING, INC. AND SUBSIDIARIES**  
**STATEMENT OF DIRECT LABOR, FRINGE BENEFITS AND GENERAL OVERHEAD**  
**FOR THE YEAR ENDED DECEMBER 31, 2016**

**HDR FAR References continued:**

- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 15 31.205-20 – Interest and other financial costs are unallowable.
- 16 31.205-6(m)(2) – Portions of the cost of company-furnished automobiles that relate to personal use by employees, including transportation to and from work, are unallowable.
- 17 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
- 31.205-22 – Lobbying and political activities are unallowable.
- 31.205-46 – Meals and lodging costs in excess of federal per diem rates are unallowable.
- 31.205-47(t)(8) – Costs associated with a bid protest are unallowable.
- 18 31.201-4(a) – A cost is allocable directly to a government contract if it is incurred specifically for the contract.
- 31.205-1(t)(l) – A portion of public relations and advertising costs is unallowable.
- 31.205-3 – Bad debts are unallowable.
- 31.205-8 – Contributions and donations are unallowable.
- 31.205-14 – Costs of entertainment are unallowable.
- 31.205-15 – Costs of fines and penalties are unallowable.
- 31.205-46(c)(2) – Portions of costs of leased airplane for business travel are unallowable.
- 31.205-51 – Costs of alcoholic beverages are unallowable.
- 19 Amount represents allocations of expenses from the Company's parent, HDR, Inc. Adjustments for unallowable expenses include:
  - 31.205-6 (j)(1) – Any compensation which is calculated, or valued, based on changes in the price of corporate securities is unallowable.
  - 31.205-20 - Interest and other financials costs are unallowable. The adjustment also includes disallowances for unallowable expenses that are similar in nature to that incurred at the business segment level.

**NDOR FAR References:**

- A 31.201-6(a) – A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: Indirect Labor-General pre 6/24 \$27,551.
- B 31.201-4(b) - Expenses that should have been coded to a direct project were incorrectly coded to and are not allocable to the overhead pool: \$400,053.
- C Amount represents allocations of expenses from the Company's parent, HDR, Inc. NDOR Adjustments for unallowable expenses specifically relate to:
  - 31.201-6(a) - A related percentage of fringe benefits is unallowable for labor associated with unallowable activities: \$376.
  - 31.201-4(b) - Expenses, net of depreciation, that should have been capitalized were incorrectly coded to and are not allocable to the overhead pool: \$150,608.
- D FAR 31.205-6(p) - NDOR confirmed that fringe benefits were included in HDR's calculation of executive compensation and disallowed accordingly. NDOR and HDR agreed to make an additional adjustment related to Medicare taxes. Adjustments were made as follows: Indirect Labor-General pre 6/24 of \$37,797 and post 6/24 of \$33,230; Allocated expenses pre 6/24 of \$25,863 and post 6/24 of \$12,044.



128 E. Reynold Rd, Ste 150  
Lexington, Kentucky 40517  
Ph: 859-333-8015  
Fax: 859-523-0095

Date: January 18, 2018

Joseph D. Cochran, PE, VMA  
*Highway Section Manager*

HDR  
2517 Sir Barton Way  
Lexington, KY 40509  
D 859.629.4836 M 859.539.2630  
[joe.cochran@hdrinc.com](mailto:joe.cochran@hdrinc.com)

Re: **Citation Boulevard Phase III-A  
Lexington, Kentucky  
Proposal for Engineering Services**

Dear Mr. Cochran,

Thank you for the opportunity to submit this proposal for engineering services for design of Citation Boulevard Phase III-A, Lexington, KY. Per our understanding of the project. Vision Engineering shall prepare drainage analysis for the Line/ Grade and Final Plan as per attached spreadsheet.

Vision Engineering scope of services consists of the following.

- Attend meetings
- Prepare drainage maps
- Prepare drainage calculation for the ditches, inlet spreads, and storm system.
- Prepare drainage calculation for the culverts.
- Assemble preliminary and final drainage folder.
- Coordination with KDOW/FEMA

We appreciate the opportunity to submit this proposal, upon approval and a notice to proceed; we can begin the process immediately. Rich Newton, PLS will manage this project. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

*Jihad Hallany*

Jihad A. Hallany, P.E.

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Vision Engineering
DESC		REVIEWED BY	Jihad Hallany
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

## SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(complete)</i>	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 13-20 not required if used)</i>	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (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			0
21	Process data	1	Mile			0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel			0
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Stake Easement Acquisitions Prior to Bidding	2	Parcel			0
29	Set Property Corner Pins for R/W Acquisition	2	Parcel			0
<b>SURVEY TOTAL</b>						<b>0</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>FAYETTE</u>	PROJECT TYPE	Phase I & II Design
ROUTE	<u>Citation Boulevard Phase III-A</u>	CONSULTANT	Vision Engineering
DESC	_____	REVIEWED BY	Jihad Hallany
ITEM NO.	_____	PREPARED BY	Joe Cochran
		DATE	2/23/2018

## PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS			0
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel			0
33	Study and develop typical sections	No.			0
34	Study and develop horizontal alignments	Mile			0
35	Study and develop vertical alignments	Mile			0
36	Create and evaluate proposed roadway models	Mile			0
37	Design entrances	No.			0
38	Pre-size pipes (all alternates)	No.	8	1	8
39	Pre-size culverts (all alternates)	No.	2	4	8
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Pr	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			0
45	Plot/print copies of plans for team meeting and inspections	LS			0
46	Calculate preliminary quantities and develop cost estimates	Alt.			0
47	Revise plans and estimates	LS			0
48	Preliminary Right of Way with taking areas	Parcel			0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0

### PRELIMINARY LINE & GRADE MISCELLANEOUS

51	KDOW and FEMA Coordination	LS	1	32	32
52	Identify Utility Conflicts and Develop Proposed Solutions	LS			0
53	Prepare Preliminary Design Technical Memorandum	LS			0
54	Environmental Support Documents	LS			0
55	Property Owner and Deed Research	Parcel			0

### PRELIMINARY LINE AND GRADE TOTAL

**48**

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Vision Engineering
DESC		REVIEWED BY	Jihad Hallany
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

## UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.			0
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			0
<b>UTILITY COORDINATION TOTAL</b>						<b>0</b>

## RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
60	Deed research	Parcel			0	
61	Establish property and ownership	Parcel			0	
62	Calculate Right of Way	Parcel			0	
63	Prepare legal descriptions	Parcel			0	
64	Complete Right of Way summary sheet	Parcel			0	
65	Generate Right of Way strip map (scale 1" = 100')	Sheet			0	
66	Prepare Right of Way Plans Submittal	LS			0	
67	Right of Way revisions after Right of Way submittal	Parcel			0	
<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			0	
70	Existing Easement Lines	LS			0	
71					0	
72					0	
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>0</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Vision Engineering
DESC		REVIEWED BY	Jihad Hallany
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

## FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile			0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.			0
85	Develop final roadway model	Mile			0
86	Develop proposed design	Mile			0
87	Generate plan sheets (scale 1" = 20')	Sheet			0
88	Generate profile sheets (scale 1" = 20')	Sheet			0
89	Detail cross sections (scale 1" = 5')	No.			0
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
<b>DRAINAGE</b>					
92	Develop pipe sections (< 54")	No.	2	4	8
93	Develop drainage system map	Mile	1	16	16
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.	1	16	16
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	8	24
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	1	8	8
105	Develop Erosion Control Plan	Mile			0
106	Inlet spacing calculations	No.	38	0.5	19
107	Storm sewers calculations	No.	38	2	76
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS	1	40	40
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.	1	40	40
<b>DRAINAGE MISCELLANEOUS</b>					
112					0
113					0
114					0
115					0



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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Vision Engineering
DESC		REVIEWED BY	Jihad Hallany
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

### FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile			0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	No.			0
123	Calculate final quantities	Mile			0
124	Complete general summary	LS			0
125	Complete paving summary	LS			0
126	Complete drainage summary	LS			0
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS			0
129	Plot/print copies of plans	LS			0
130	Plan revisions	Mile			0
131	Prepare final construction plans submittal	LS			0
<b>MAINTENANCE OF TRAFFIC</b>					
132	Write maintenance of traffic notes (TCP)	LS			0
133	Prepare construction phasing plans	Mile			0
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
<b>FINAL PLANS MISCELLANEOUS</b>					
138	Document available rock quantities	LS			0
139	Prepare Specifications and Bid Documents	LS			0
140					0
141					0
142					0
143					0
<b>FINAL PLANS TOTAL</b>					<b>247</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Vision Engineering
DESC		REVIEWED BY	Jihad Hallany
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	2/23/2018

### MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	3	No.			0
151	Drainage inspection	1	No.			0
152	Final inspection	3	No.			0
153	Misc. project coordination meetings	1	No.			0
154	Project team meetings	1	No.			0
<b>MEETINGS MISCELLANEOUS</b>						
155	Home Owner Association Meeting	1	No.			0
156	Local Officials Meetings	3	No.			0
157	Attend Pre-Bid Meeting	2	No.			0
157	Attend Bid Opening	2	No.			0
<b>MEETINGS TOTAL</b>						<b>0</b>

### PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.			0
162	Attend Advisory Committee/Officials Meeting	3	No.			0
163	Prepare for Public Meetings/Hearings		No.			0
164	Attend Public Meetings/Hearings	4	No.			0
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167	Attend LFUCG Council Meeting (1 person)		No.			0
168						0
169						0
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>0</b>

### QA/QC

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS			0
181	Structure review				0
<b>QA/QC TOTAL</b>					<b>0</b>

COUNTY	<u>FAYETTE</u>	PROJECT TYPE	<u>Phase I &amp; II Design</u>
ROUTE	<u>Citation Boulevard Phase III-A</u>	CONSULTANT	<u>Vision Engineering</u>
DESC	<u></u>	REVIEWED BY	<u>Jihad Hallany</u>
ITEM NO.	<u></u>	PREPARED BY	<u>Joe Cochran</u>
		DATE	<u>2/23/2018</u>

**PRODUCTION-HOUR SUMMARY**

<b>SURVEY TOTAL</b>		<b>0</b>
<b>LINE AND GRADE TOTAL</b>		<b>48</b>
<b>UTILITY COORDINATION TOTAL</b>		<b>0</b>
<b>RIGHT OF WAY PLANS TOTAL</b>		<b>0</b>
<b>FINAL PLANS TOTAL</b>		<b>247</b>
<b>MEETINGS TOTAL</b>		<b>0</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>		<b>0</b>
<b>QA/QC TOTAL</b>		<b>0</b>
<b>GRAND TOTAL</b>		<b>295</b>



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

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

**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Jan 22, 2018	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	
<b>PROJECT:</b>	Citation Boulevard Phase III-A				
<b>DESC:</b>					

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Preliminary Line and Grade	20		\$ 105.00	\$ 2,100.00
Utility Coordination	28		\$ 105.00	\$ 2,940.00
Meetings	44		\$ 105.00	\$ 4,620.00
Public Involvement	24		\$ 105.00	\$ 2,520.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>116</b>			<b>\$ 12,180.00</b>

	OVERHEAD ( % )	\$ -
	PROFIT ( % )	\$ -
	COST OF MONEY ( % )	\$ -

DIRECT COSTS	AMOUNT
Travel to and from Meetings (9 meetings @ 80 miles roundtrip each meeting @ \$0.545/mile)	\$ 392.40
<b>TOTAL DIRECT COSTS</b>	<b>\$ 392.40</b>

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

	<b>TOTAL FEE</b>	<b>\$ 12,572</b>
--	------------------	------------------

\*Rounded to the nearest dollar

**SECTION 3: SIGNATURE**

<b>FIRM NAME:</b> Salt River Engineering	<b>SIGNED BY:</b> Connie Allen	
_____ Connie Allen	_____ Owner	_____ 1/22/2018
<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	Citation Boulevard Phase III-A	CONSULTANT	Salt River Engineering			
DESC		REVIEWED BY	Connie Allen			
ITEM NO.		PREPARED BY	Joe Cochran			
		DATE	1/15/2018			
<b>SURVEY</b>						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile			0
2	Utilities - (data gathering, identification & contact)	1	No.			0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile			0
<b>CONTROL</b>						
4	Horizontal	2	Mile			0
5	Vertical	2	Mile			0
6	Process data	1	Mile			0
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(complete)</i>	2	Mile			0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile			0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 13-20 not required if used)</i>	2	Acre			0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (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			0
21	Process data	1	Mile			0
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	2	Parcel			0
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Stake Easement Acquisitions Prior to Bidding	2	Parcel			0
29	Set Property Corner Pins for R/W Acquisition	2	Parcel			0
<b>SURVEY TOTAL</b>						<b>0</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>FAYETTE</u>	PROJECT TYPE	Phase I & II Design
ROUTE	<u>Citation Boulevard Phase III-A</u>	CONSULTANT	Salt River Engineering
DESC	_____	REVIEWED BY	Connie Allen
ITEM NO.	_____	PREPARED BY	Joe Cochran
		DATE	1/15/2018

## PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS			0
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel			0
33	Study and develop typical sections	No.			0
34	Study and develop horizontal alignments	Mile			0
35	Study and develop vertical alignments	Mile			0
36	Create and evaluate proposed roadway models	Mile			0
37	Design entrances	No.			0
38	Pre-size pipes (all alternates)	No.			0
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 Pr	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			0
45	Plot/print copies of plans for team meeting and inspections	LS			0
46	Calculate preliminary quantities and develop cost estimates	Alt.			0
47	Revise plans and estimates	LS			0
48	Preliminary Right of Way with taking areas	Parcel			0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0
<b>PRELIMINARY LINE &amp; GRADE MISCELLANEOUS</b>					
51	KDOW and FEMA Coordination	LS			0
52	Identify Utility Conflicts and Develop Proposed Solutions	LS	1	20	20
53	Prepare Preliminary Design Technical Memorandum	LS			0
54	Environmental Support Documents	LS			0
55	Property Owner and Deed Research	Parcel			0
<b>PRELIMINARY LINE AND GRADE TOTAL</b>					<b>20</b>

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

COUNTY	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Salt River Engineering
DESC		REVIEWED BY	Connie Allen
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	1/15/2018

### UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	1	No.	2	6	12
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	16	16
<b>UTILITY COORDINATION TOTAL</b>						<b>28</b>

### RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
60	Deed research	Parcel			0	
61	Establish property and ownership	Parcel			0	
62	Calculate Right of Way	Parcel			0	
63	Prepare legal descriptions	Parcel			0	
64	Complete Right of Way summary sheet	Parcel			0	
65	Generate Right of Way strip map (scale 1" = 100')	Sheet			0	
66	Prepare Right of Way Plans Submittal	LS			0	
67	Right of Way revisions after Right of Way submittal	Parcel			0	
<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			0	
70	Existing Easement Lines	LS			0	
71					0	
72					0	
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>0</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>FAYETTE</u>	PROJECT TYPE	Phase I & II Design
ROUTE	<u>Citation Boulevard Phase III-A</u>	CONSULTANT	Salt River Engineering
DESC	_____	REVIEWED BY	Connie Allen
ITEM NO.	_____	PREPARED BY	Joe Cochran
		DATE	1/15/2018

## FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS			0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile			0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.			0
85	Develop final roadway model	Mile			0
86	Develop proposed design	Mile			0
87	Generate plan sheets (scale 1" = 20')	Sheet			0
88	Generate profile sheets (scale 1" = 20')	Sheet			0
89	Detail cross sections (scale 1" = 5')	No.			0
90	Design entrances	No.			0
91	Revise roadway plans from soils report	Mile			0
<b>DRAINAGE</b>					
92	Develop pipe sections (< 54")	No.			0
93	Develop drainage system map	Mile			0
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.			0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile			0
105	Develop Erosion Control Plan	Mile			0
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	FAYETTE	PROJECT TYPE	Phase I & II Design
ROUTE	Citation Boulevard Phase III-A	CONSULTANT	Salt River Engineering
DESC		REVIEWED BY	Connie Allen
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	1/15/2018

## FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS			0
117	Prepare typical sections	No.			0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile			0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	No.			0
123	Calculate final quantities	Mile			0
124	Complete general summary	LS			0
125	Complete paving summary	LS			0
126	Complete drainage summary	LS			0
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS			0
129	Plot/print copies of plans	LS			0
130	Plan revisions	Mile			0
131	Prepare final construction plans submittal	LS			0
<b>MAINTENANCE OF TRAFFIC</b>					
132	Write maintenance of traffic notes (TCP)	LS			0
133	Prepare construction phasing plans	Mile			0
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
<b>FINAL PLANS MISCELLANEOUS</b>					
138	Document available rock quantities	LS			0
139	Prepare Specifications and Bid Documents	LS			0
140					0
141					0
142					0
143					0
<b>FINAL PLANS TOTAL</b>					<b>0</b>

# PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>FAYETTE</u>	PROJECT TYPE	Phase I & II Design
ROUTE	<u>Citation Boulevard Phase III-A</u>	CONSULTANT	Salt River Engineering
DESC	_____	REVIEWED BY	Connie Allen
ITEM NO.	_____	PREPARED BY	Joe Cochran
		DATE	1/15/2018

## MEETINGS

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	1	No.	1	8	8
151	Drainage inspection	1	No.			0
152	Final inspection	1	No.	1	12	12
153	Misc. project coordination meetings	1	No.			0
154	Project team meetings	1	No.			0
<b>MEETINGS MISCELLANEOUS</b>						
155	Home Owner Association Meeting	1	No.			0
156	Local Officials Meetings	1	No.	3	8	24
157	Attend Pre-Bid Meeting	2	No.			0
157	Attend Bid Opening	2	No.			0
<b>MEETINGS TOTAL</b>						<b>44</b>

## PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.	1	4	4
162	Attend Advisory Committee/Officials Meeting	1	No.	1	8	8
163	Prepare for Public Meetings/Hearings		No.	1	4	4
164	Attend Public Meetings/Hearings	1	No.	1	8	8
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167	Attend LFUCG Council Meeting (1 person)		No.			0
168						0
169						0
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>24</b>

## QA/QC

No.	ITEM	PERSONS	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	Citation Boulevard Phase III-A	CONSULTANT	Salt River Engineering
DESC		REVIEWED BY	Connie Allen
ITEM NO.		PREPARED BY	Joe Cochran
		DATE	1/15/2018
<b>PRODUCTION-HOUR SUMMARY</b>			
<b>SURVEY TOTAL</b>			<b>0</b>
<b>LINE AND GRADE TOTAL</b>			<b>20</b>
<b>UTILITY COORDINATION TOTAL</b>			<b>28</b>
<b>RIGHT OF WAY PLANS TOTAL</b>			<b>0</b>
<b>FINAL PLANS TOTAL</b>			<b>0</b>
<b>MEETINGS TOTAL</b>			<b>44</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>			<b>24</b>
<b>QA/QC TOTAL</b>			<b>0</b>
<b>GRAND TOTAL</b>			<b>116</b>

# LFUCG Citation Boulevard Phase III-A

## Geotechnical Engineering and Material Testing

HDR has the in-house ability to perform subsurface investigations, laboratory testing programs and provide geotechnical engineering services for transportation projects. Geotechnical engineering services provided by HDR include: Drilling & Sampling, Laboratory Testing & Analysis, Shallow Foundation Design, Deep Foundation Design, Slope Stability Analysis, Settlement Analysis, Seismic Mitigation & Ground Improvement Design, Pavement Design, Retaining Wall Analysis, Load & Resistance Factor Design (LRF), Instrumentation Installation & Monitoring, Crosshole Sonic Logging (CSL), Seepage Analysis and Slide Repair & Mitigation. HDR's Materials Laboratory testing facilities include state of the art testing equipment and is certified by the AASHTO Materials Reference Laboratory and validated by USACE.

### *Craig Barnett, PE – Geotechnical Section Manager*

Mr. Barnett serves as the Geotechnical Section Manager for the Lexington, KY office and is responsible for various geotechnical and structural projects including slope stability analyses; settlement analyses; external retaining wall analyses; rock cut slope design; deep and shallow foundation analyses. In addition, his experience includes development of geotechnical reports for railroads, roadways and structures designed in various geologic regions. His responsibilities include management, design, and quality control of various projects including geotechnical investigations involving structures including bridges, buildings, roadways and dams. He also has field experience in geotechnical exploration, field crew management, and exploratory foundation excavations.

### *Lyndsie Janbakhsh, PE – Geotechnical Engineer*

Lyndsie has over seven years of professional experience in analysis, design, and construction of deep foundations for bridges, retaining walls, railroad track-beds and bridge approaches, building structures, embankment fills, earth dams, flood control levees, pavements, rock-fall catchments, subgrade stabilization, slope and excavation stability, and preparation of geotechnical reports, project specifications, construction plans and cost estimates.

## Project Approach

After receiving the notice to proceed on a project, HDR will assign a project engineer to the project. The project engineer will examine the project plans and data and prepare or review, as applicable, the proposed boring plan for the project. The project engineer will monitor drilling operations and provide instructions to ensure adequate samples are collected and appropriate field testing is performed. Soil and rock samples will be analyzed in our materials laboratory in Paducah, KY.

Laboratory testing and analysis will be performed in accordance with applicable AASHTO, ASTM and Kentucky methods, as specified in the current LFUCG geotechnical manual. Subsurface data will also be presented in the format specified in the LFUCG geotechnical manual.

Engineer's analyses and recommendations will include recommendations for pavement design, embankment stability analysis, foundation analysis for box culverts including settlement analysis and bearing capacity analysis. These operations will be conducted in accordance with current LFUCG procedures, manuals, specifications and protocols, as applicable.

### **Scope Includes:**

- 4 soundings +/- proposed roadway extensions
- 2 borings for cut/fill sections
- 1 boring for culvert
- 2 pavement cores
- Assumed bedrock depth is 15'



CITATION BLVD  
EXTENSION MAP

AUGUST 2017





### WORK BREAKDOWN STRUCTURE (WBS) AND ESTIMATED LABOR HOURS

No.	Deadline/ Milestone	Rate Activity Work Task	Project Mgt/Admin		Engineering Professionals		
			PM / QAQC	AA	Task Manager	Sr. Geotech	Jr. Geotech
			225.00	75.00	160.00	135.00	95.00
<b>1</b>		<b>Drilling &amp; Lab Coordination / Preparation of Boring Logs</b>					
1.1		Coordination with Drilling Operations				0.5	1.0
1.2		Field Engineer for Drilling Operations					24.0
1.3		Utility Locate Request					4.0
1.4		Prepare Boring Logs				0.5	4.0
		LABOR SUB	0.0	0.0	0.0	1.0	33.0
		BURDENED LABOR SUBTOTAL	0.00	0.00	0.00	135.00	3135.00
<b>2</b>		<b>Engineering Assessment</b>					
2.1		Review of Existing Information				1.0	2.0
2.2		Review Boring Logs and Assign Lab Testing				1.0	2.0
2.3		Develop Engineering Parameters				2.0	6.0
2.4		Roadway CBR recommendation				1.0	4.0
2.5		1 slope stability analysis				2.0	6.0
2.6		1 culvert shallow foundation design				2.0	6.0
2.7		Develop Report with Recommendations				4.0	16.0
		LABOR SUB	0.0	0.0	0.0	13.0	42.0
		BURDENED LABOR SUBTOTAL	0.00	0.00	0.00	1755.00	3990.00
<b>3</b>		<b>Management and Quality Control</b>					
3.1		Quality Control Reviews	4.0				
		LABOR SUB	4.0	0.0	0.0	0.0	0.0
		BURDENED LABOR SUBTOTAL	900.00	0.00	0.00	0.00	0.00
		LABOR SUB	0.0	0.0	0.0	0.0	0.0
		BURDENED LABOR SUBTOTAL	0.00	0.00	0.00	0.00	0.00
		LABOR SUB	0.0	0.0	0.0	0.0	0.0
		BURDENED LABOR SUBTOTAL	0.00	0.00	0.00	0.00	0.00
		<b>TOTALS</b>					
		LABOR	4.0	0.0	0.0	14.0	75.0
		BURDENED LABOR (\$)	900.00	0.00	0.00	1890.00	7125.00



LFJCG Citation BLVD 01/08/18

Scope includes: 4 soundings± for proposed roadway extension, 2 borings for cut/fill sections, 1 boring for the culvert and 2 pavement cores (Assume bedrock depth is 15')

<u>Task Item</u>	<u>Estimated Quantities</u>	<u>Rate</u>	<u>Unit</u>	<u>Total Cost</u>
<i>Field Work</i>				
Mob/Demob (Assume 1 crew)	1	\$ 1,000.00	/lump sum	\$ 1,000.00
Support Truck Mileage (Crew and Field Geo)	340	\$ 0.75	/mile	\$ 255.00
Crew Time - Standby/Move/Setup/(assume 1h/hole excluding sound)	6	\$ 200.00	/hour	\$ 1,200.00
Pavement Core Machine Rental	1	\$ 300.00	/day	\$ 300.00
Borings with SPT's every 5'	45	\$ 20.00	/foot	\$ 900.00
Extra SPT's Beyond every 5' (2 per boring)	6	\$ 35.00	/each	\$ 210.00
Bulk Samples	4	\$ 50.00	/each	\$ 200.00
Soundings for Roadway	60	\$ 14.00	/foot	\$ 840.00
Shelby Tubes	2	\$ 65.00	/each	\$ 130.00
Rock Coring Set-up	3	\$ 200.00	/each	\$ 600.00
Rock Coring	30	\$ 60.00	/foot	\$ 1,800.00
Per Diem/Hotel for Crew	3	\$ 240.00	/day	\$ 720.00
Per Diem/Hotel for Field Geologist/Engineer	3	\$ 120.00	/day	\$ 360.00
Traffic Control (assume none)	0	\$ 2,000.00	/day	\$ -
Dozer Work (assume none)	0	\$ 150.00	/hour	\$ -
<b>Drilling Total</b>				<b>\$ 8,515.00</b>
<i>Lab Testing</i>				
Moisture Contents	6	\$ 8.50	/each	\$ 51.00
Atterberg Limits	6	\$ 75.00	/each	\$ 450.00
Sieve Analysis with #200 wash	6	\$ 75.00	/each	\$ 450.00
Standard Proctor	2	\$ 140.00	/each	\$ 280.00
Unconfined Compression (soil)	2	\$ 60.00	/each	\$ 120.00
Unconfined Compression (rock)	2	\$ 150.00	/each	\$ 300.00
CBR	2	\$ 175.00	/each	\$ 350.00
<b>Lab Total</b>				<b>\$ 2,001.00</b>
			<b>TOTAL</b>	<b>\$ 10,516.00</b>



# LEXINGTON

Lexington-Fayette Urban County Government  
DEPARTMENT OF PLANNING, PRESERVATION & DEVELOPMENT  
DIVISION OF ENGINEERING

Jim Gray  
Mayor

Derek J. Paulsen, Ph.D.  
Commissioner

TO: Mayor Jim Gray  
Members, Urban County Council

FROM:   
Doug Burton, P.E., Director, Division of Engineering

CC:

DATE: March 26, 2018

SUBJECT: Design Contract – Citation Boulevard Phase IIIA

*#304-12 First  
4-26 2nd*

### Request

The Division of Engineering requests authorization to approve a design contract with HDR Engineering Inc. for design of Citation Boulevard Phases III-A (RFQ 40-2017). The Scope of Services includes topographic and cadastral surveying; preparation of preliminary & final design plans and construction drawings, bid documents, easement descriptions and right-of-way drawings (if required). Citation Boulevard Phase III-A will be a new road beginning where Citation Boulevard currently intersection with Silver Springs Drive and will run east to the proposed extension of Winburn Drive.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$366,360.00

The cost for future FY is: None at this time

Are the funds budgeted? Yes

The funds are budgeted. The account number is...

Fund 2608 : Department 303202 : Section 3251 : Account 71205 : Bug Ref 2018 : Project/Grant  
CITWINBURN\_2018 : Activity ENG\_DESIGN

File Number: 0350-18

Director/Commissioner: Burton/Paulsen