

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 31, 2017 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Palmer Engineering Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Todds Road Sidewalk** as described in the attached "**Scope of Services**" document (**Exhibit A**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the **Todds Road Sidewalk**. The services are hereinafter referred to as the **Project**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of 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 civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** Meet with **OWNER** to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.
- 1.2.3.** On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.
- 1.2.4.** Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

- 1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.
- 1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. **Final Design Phase**

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

- 1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.
- 1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.
- 1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.
- 1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.
- 1.3.5. Furnish up to five (5) copies (total TBD) 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.
- 1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.
- 1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

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

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

- 1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".
- 1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".
- 1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: Negotiations with property owners for acquisitions of easements and right-of-way will be performed by LFUCG personnel.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

1.6. Construction Phase

The Construction Phase shall be performed solely by the **OWNER**. However, during Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See "Scope of Services, Additional Requirements, Part 1, Schedule and Completion" (attached) for the detailed project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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 **ninety nine thousand seven hundred and nineteen dollars (\$99,719.00)**.

5.1.2. For Extra Work.

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

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

- 6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.
- 6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

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, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

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

6.8. Access to Records.

The **CONSULTANTS** and his sub-**CONSULTANTS** shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) 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 (3) 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. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. Indemnification and Hold Harmless Provision

- a. 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** 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.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any

person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to **OWNER** in order to protect **OWNER** against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by **CONSULTANT**.

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

The policies above shall contain the following conditions:

- a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**, unless **OWNER** waives requirement.
- c. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.4.3. Deductibles and Self-Insured Programs

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** with all applicable Certificates of Insurance signed by a person authorized by the insurer to

bind coverage on its behalf prior to final award, and if requested, shall provide **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply with all applicable federal, state and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating the work.

6.10 Resident Services During Construction.

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

7.1 The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

7.2 The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Limits of Liability, as described in Section 6.9.2., shall be \$4,000,000.00.
 - 8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Thomas Clements, PE, Municipal Engineer Sr., of the Division of Engineering, (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 "Request for Qualifications", consisting of seventy two (72) pages.
 - 8.2.2** Exhibit B Fee proposal consisting of ten (10) pages.
 - 8.2.3** Exhibit C "Certificate of Insurance" consisting of one (1) page.
- 8.3.** This Agreement (consisting of pages 1 to 13 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.
- 8.3.** **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4** **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5.** **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:


**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
200 East Main St.
Lexington, KY 40507**

CONSULTANT:

**PALMER ENGINEERING, INC.
400 Shoppers Drive
Winchester, KY 40392**

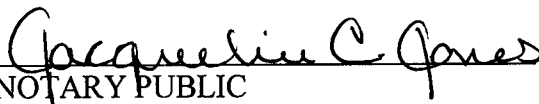
BY: 
JIM GRAY, MAYOR

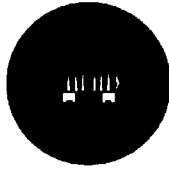
BY: 
DAVID LINDEMAN, PRINCIPAL

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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David Lindeman, as the duly authorized representative for and on behalf of Palmer Eng., on this the 31 day of October, 2017.

My commission expires: 05/05/2019.


NOTARY PUBLIC



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #22-2017 Design and Surveying Services for Sidewalk and Trail Projects** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **July 17, 2017**.

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

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

RFQ #22-2017 Design and Surveying Services for Sidewalk and Trail Projects

If mailed, the envelope must be addressed to:

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

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

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

The Proposer must submit one (1) master (hardcopy), (1) electronic version in PDF format on a flashdrive or CD and seven (7) duplicates (hardcopies) of their proposal for evaluation purposes.

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded

contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. 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; preparation of application for a "No-Rise" certification, and completion of paperwork associated with LPA projects. 30 Points
2. 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. 30 Points
3. Familiarity with the details of the project. 20 points
4. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 20 points

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

Questions shall be submitted via IonWave at: <https://lexingtonky.ionwave.net>

Division of Central Purchasing Contract is: Sondra Stone, Buyer Senior
ssone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

- Section 503 of the Rehabilitation Act of 1973 states:

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

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed;

estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

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

b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.

h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less that seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

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

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

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

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

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

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

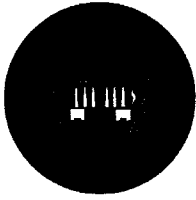
In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

“A resolution adopting a three percent (3%) minimum goal for certified veteran-owned small businesses and service disabled veteran-owned businesses for certain of those Lexington-Fayette Urban County contracts related to

construction for professional services, and authorizing the Division of Purchasing to adopt and implement guidelines and/or policies consistent with the provisions and intent of this resolution by no later than July 1, 2015.”

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shirie Hawkins UK SBDC	smack@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozekey@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **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.				
2.				
3.				
4.				

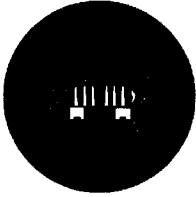
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

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

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

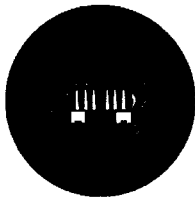
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

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

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the

contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

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

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda 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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONSULTANT acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONSULTANT in any manner.

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by CONSULTANT. The cost of such insurance shall be included in any bid:

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

The policies above shall contain the following conditions:

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

- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONSULTANT's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

Safety and Loss Control

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

CONSULTANT agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

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

DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating the work.

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Scope of Services
RFQ 22-2017
Design and Surveying Services for Sidewalk and Trail Projects
Citation Trail
Elizabeth Street Sidewalk
Rosemont Garden Sidewalk
Todds Road Sidewalk

The Lexington-Fayette Urban County Government (LFUCG), the Local Participating Agency (LPA), is accepting Statements of Qualification (SOQ) from interested consulting firms for professional engineering and registered land surveying services (Consultant) for the *Sidewalk and Trail Projects*. This Request for Qualifications (RFQ) will serve as the basis for the selection of firms assigned to four projects: Citation Trail; Elizabeth Street Sidewalk; Rosemont Garden Sidewalk; and Todds Road Sidewalk. It is the intention of LFUCG to select four different firms, one each being assigned one of the four projects. However, LFUCG reserves the right to select and assign firms to projects based on the best interest of the government.

The projects vary in scope and may entail sidewalk, curb and gutter, and/or multi-modal trail construction. The Scope of Services includes topographic and cadastral surveying; preparation of preliminary & final design plans, bid documents, easement descriptions and right-of-way drawings (if required); compliance with the Kentucky Division of Water Floodplain Management Section and FEMA (if required); and completion of paperwork to satisfy the requirements of the Kentucky Transportation Cabinet's LPA Project Guide. Design funding for all four projects is through Federal Highway Administration, Transportation Alternatives Program grants and local funds.

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

Project Description

The LFUCG through its Division of Engineering (DOE), intends to perform three separate sidewalk projects and one multimodal trail project. The Consultant shall 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 maps.

Submitting consultants should demonstrate proficiency in residential street design, multimodal trail design, surveying, right-of-way/easement acquisition on LPA projects, flood studies and FEMA submittals, and should be familiar with applicable AASHTO publications. KYTC pre-qualification is required in Urban Roadway Design and Surveying.

Project Backgrounds

Citation Trail (See Exhibit A)

A shared use trail is planned to connect the existing bike lanes/sidewalks on Citation Boulevard to Jacquelyn Lane and to Masterson Station Park. The planned trail will begin at the existing trail at Citation Boulevard, pass through the Mable Lane Greenway, across Lucille Drive and then split with one segment continuing north through Masterson Hills Park to Jacquelyn Lane and the other continuing west along Bracktown Branch creek to the end of the LFUCG's property. The western segment will eventually connect to a trail, to be built in conjunction with the Villages at Great Acres development, which will provide a link to Masterson Station Park. The project will involve the addition of approximate 4,400 feet of 12' wide shared use trail.

The planned trail will likely pass around water features including but not limited to the Zone AE FEMA floodplain and the floodway. Design shall include all necessary drainage calculations and modeling for the trail, as well as coordination with, Kentucky Division of Water, the US Army Corps of Engineers and FEMA to comply with required permitting.

The engineer shall coordinate with the developer of the Village at Great Acres to ensure the trail designs are contiguous.

Elizabeth Street Sidewalk (See Exhibit B)

There are currently no sidewalks on either side of Elizabeth Street from Waller Avenue to Transcript Avenue (except for the northernmost block on the east side). This project will involve the addition of approximately 1250 feet of sidewalk, curb & gutter and storm improvements along various sections of Elizabeth Street:

- Sidewalk from Waller Ave. to University Ave. to State St. to Conn Terrace (East and West Side). Sidewalk from Conn Terrace to Transcript Ave., (West Side).
- Curb, gutter and storm improvements from Waller Ave. to University Ave. to State St. to Conn Terrace (East and West Side). Curb, gutter and storm improvements from Conn Terrace to Transcript Ave., (to Mid-block West Side).

The new sidewalk can likely be constructed within existing ROW. However, it is anticipated that acquisition of temporary construction easements will be necessary.

No section of the project appears to be within a Zone AE floodplain.

Rosemont Garden Sidewalk (See Exhibit C)

There are currently no sidewalks on either side of Rosemont Garden from Southland Drive to mid-block between Southport Drive and Cherrybark Drive. This project will involve the addition of at least 1400 feet of sidewalk and header curb along the both sides of Rosemont Garden that will connect to the existing sidewalks at each end. Design will include additional improvements, such as replacement of the existing drainage structures and retaining walls.

Minimal calculations will be required to estimate the storm sewer load from Rosemont Garden, from the intersection of Southport Drive to Southland Drive, that can be conveyed to Wolf Run creek at the intersection of Southland Drive and Rosemont Garden. Hydrologic/hydraulic modeling of the Wolf Run creek is beyond the scope of this project.

Design shall also include modifications to the western end of the project to improve pedestrian access and safety. Ingress and egress to the commercial lots shall be evaluated, and a pedestrian crossing across Rosemont Garden at Southland Drive / Lafayette Parkway with ped signals shall be added.

Under a separate contract, streetscape design of Southland Drive from Rosemont Garden to Nicholasville Road is nearing completion. Design will include coordination with the Southland Drive Streetscape consultant to ensure geometric consistency where the two projects meet.

A significant portion of the project appears to be within the floodway. Coordination with the Kentucky Division of Water will be necessary to determine the extent of required permitting.

Todds Road Sidewalk (See Exhibit D)

There are currently no sidewalks on either side of Old Todds Road between Woodhill Drive and Catera Trace. This project will involve the addition of approximately 1600 feet of sidewalk, curb and gutter along the north side of Old Todds Road that will connect the existing sidewalk at Woodhill Drive to the existing sidewalk east of Catera Drive. Minimal calculations will be required to estimate the storm sewer load from Old Todds Road, from the intersection of Catera Trace to Woodhill Drive and that it can be conveyed to the existing storm sewer system. An evaluation of the existing drainage structures will be performed to ensure that the existing storm sewer system has capacity.

The improvements shall be constructed within existing ROW, with the back of sidewalk generally two feet from the ROW. Temporary construction easement acquisition requirements will be determined through the design process.

No section of the project appears to be within a Zone AE floodplain.

Note: Although this project is along Old Todds Road, the TAP funding agreement identifies this project as "Todds Road Sidewalk".

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 4);
 - 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 Planes coordinates and NAD-83 KY N 1601 and NAVD 1988.

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

3. Preliminary Design

- 3.1. Develop an updated set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:
- a) Plan and profile depicting existing and proposed conditions (all features identified in the survey shall be shown on the plans);
 - b) Existing and proposed topography;
 - c) Typical roadway/sidewalk/trail 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 lighting, signalization, 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. Citation Trail and Rosemont Garden Sidewalk Only: Portions of these two projects are located within the FEMA floodway. It is anticipated that both projects will have a “no-rise” impact on the existing floodway. Design services shall include coordination with the Kentucky Division of Water Floodplain Management Section and FEMA, as needed, to comply with all applicable regulations. Design services may include but not be limited to obtaining a Stream Construction Permit, 401 Certification and/or a No-Rise Certification. LFUCG shall be responsible for any fees to obtain the current effective floodplain model and application fees, if applicable.
- 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. 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) 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
1" = 2' vertical |
| c. Cross sections sheets | 1" = 5' horizontal
1" = 5' vertical |

Note: Combined Plan/Profile sheets are preferred.

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

- a. Drawing files shall be prepared using or shall be converted to AutoCAD and will be transmitted to the Urban County Government upon request. The formatting specifics shall be determined during the contract negotiation process.
- b. Unless otherwise stated, design shall incorporate LFUCG 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.

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

The KYTC Office of Local Programs will take primary responsibility for obtaining the environmental clearances for these projects. However, the Consultant shall prepare supporting documentation, such as maps, plans, etc., as needed. Any environmental subconsultant, if required, will not be the responsibility of the Consultant.

9. Public Interface

The Consultant shall attend public meetings, and 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 shall also be subject to review by the Kentucky Department of Highways and the Federal Highway Administration. The Consultant shall be responsible for addressing comments from and requirements of these agencies into all documents.

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

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

15. Proposal Content and Selection Criteria:

The prospective consulting firm or individual 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; preparation of application for a "No-Rise" certification, and completion of paperwork associated with LPA projects. 30 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. 30 Points
- c. Familiarity with the details of the project. 20 Points
- d. Degree of local employment to be provided by the person or firm in the performance of the contact by the person of firm. 20 Points

16. Exhibits

- A. Citation Trail
 - Project Map
 - GIS Map of Sewers (2 sheets)
 - GISMap of FEMA Flood Zone
 - Clearing House Letter
- B. Elizabeth Street Sidewalk
 - Project Map
 - GIS Map of Sewers (2 Sheets)
 - Clearing House Letter
- C. Rosemont Garden Sidewalk
 - Project Map
 - GIS Map of Sewers (2 sheets)
 - GIS Map of FEMA Flood Zone
 - Clearing House Letter
 -



MATTHEW G. BEVIN
GOVERNOR

DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF THE GOVERNOR
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WWW.kydlgweb.ky.gov

SANDRA K. DUNAHOO
COMMISSIONER

March 22, 2017

Ms. Suzie Loveday
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507

RE: Citation Trail
SAI# KY201703100436
CFDA# 20.205

Dear Ms. Loveday:

The Kentucky State e-Clearinghouse is the official designated Single Point of Contact (SPOC) for the Commonwealth pursuant to Presidential Executive Order 12372, and supported by Kentucky Statutes KRS 45.03. The primary function of the SPOC is to streamline the review aforementioned process for the applicant and the funding agency. This process helps in vocalizing the statutory and regulatory requirements. Information in the form of comments, if any, will be attached to this correspondence.

This proposal has been reviewed by the appropriate state agencies in the e-Clearinghouse for conflicts with state or local plans, goals and objectives. After receiving this letter, you should make it available to the funding agency and continue with the funding agencies application process. This e-clearinghouse SPOC letter signifies only that the project has followed the state reviewing requirements, and is neither a commitment of funds from this agency or any other state or federal agency. Please remember if any federal reviews are required the applicant must follow through with those federal agencies.

The results of this review are valid for one year from the date of this letter. If the project is not submitted to the funding agency or not approved within one year after the completion of this review, the applicant can request an extension by email to Lee.Nalley@ky.gov. If the project changes in any way after the review, the applicant must reapply through the eclearinghouse for a new review. There are no exceptions.

If you have any questions regarding this letter or the review process please contact the e-Clearinghouse office at 502-573-2382, ext. 274.

Sincerely,

Lee Nalley, SPOC
Kentucky State Clearinghouse

Attachment

Bluegrass ADD

Shane New

The review was based upon the information that was provided by the applicant through the clearinghouse for this project. The project does not appear to conflict with the mission and goals of the Bluegrass Area Development District.

Department for Local Government

Lee Nalley

endorsed

Fish and Wildlife

Dan Stoelb

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed. Please contact Dan Stoelb @ 502-564-7109 ex. 4453 or Daniel.Stoelb@ky.gov if you have further questions or require additional information.

Housing Building and Construction

Phil Craig

The Kentucky Department of Housing Buildings and Construction has no comments concerning the proposed project.

Kentucky Transportation Cabinet (CO)

Carolyn Weber

Bret Blair - Endorse with Comments

In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to: Randi Feltner, District Seven Highway Dept. Permits Engineer, 763 W New Circle Road, Lexington, KY 40512 (859.246.2355 / randi.feltner@ky.gov). Reviewed by Bret Blair, D7-Planning / 859.246.2355 / bret.blair@ky.gov.

KY Department for Environmental Protection

Ronald Price

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications, or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered, they must be properly addressed.

The Division of Water recommends that in the construction of the project Best Management Practices (BMPs) be utilized to prevent nonpoint-sources of water pollution and, thereby, control stormwater runoff and sediment damage to water quality and aquatic habitat. For technical assistance on the kinds of BMPs most appropriate for this type of construction, please contact the local Soil and Water Conservation District or the Division of Conservation of the Natural Resources and Environmental Protection Cabinet. The Division of Water, also, has available BMP construction manuals.

If the proposed project site is in a designated flood hazard area, application must be made to the Division of Water for a floodplain construction permit. Permission, or exemption, depends upon design and the exact site.

Projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit from the Division of Water.

Kentucky Division for Air Quality Regulation 401 KAR 63:010 Fugitive Emissions states that no person shall cause, suffer, or allow any material to be handled, processed, transported, or stored without taking reasonable precaution to prevent particulate matter from becoming airborne. Additional requirements include the covering of open bodied trucks, operating outside the work area transporting materials likely to become airborne, and that no one shall allow earth or other material being transported by truck or earth moving equipment to be deposited onto a paved street or roadway. Please note the Fugitive Emissions Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

Kentucky Division for Air Quality Regulation 401 KAR 63:005 states that open burning is prohibited. Open Burning is defined as the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a stack or chimney. However, open burning may be utilized for the expressed purposes listed on the Open Burning Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

KY Heritage Council

Yvonne Sherrick

To receive a review from the KY Heritage Council/State Historical Preservation Office (SHPO) you must follow the instructions located on their website at <http://www.heritage.ky.gov/siteprotect/> . There you will find the required documents for the Section 106 Review and Compliance for 36 CFR Part 800. This Section 106 submission process to SHPO will assist applicants and agencies in providing the appropriate level of information to receive comments from SHPO.

If you have any questions please contact Yvonne Sherrick, Administrative Specialist III, (502) 564-7005, Ext. 113, yvonne.sherrick@ky.gov



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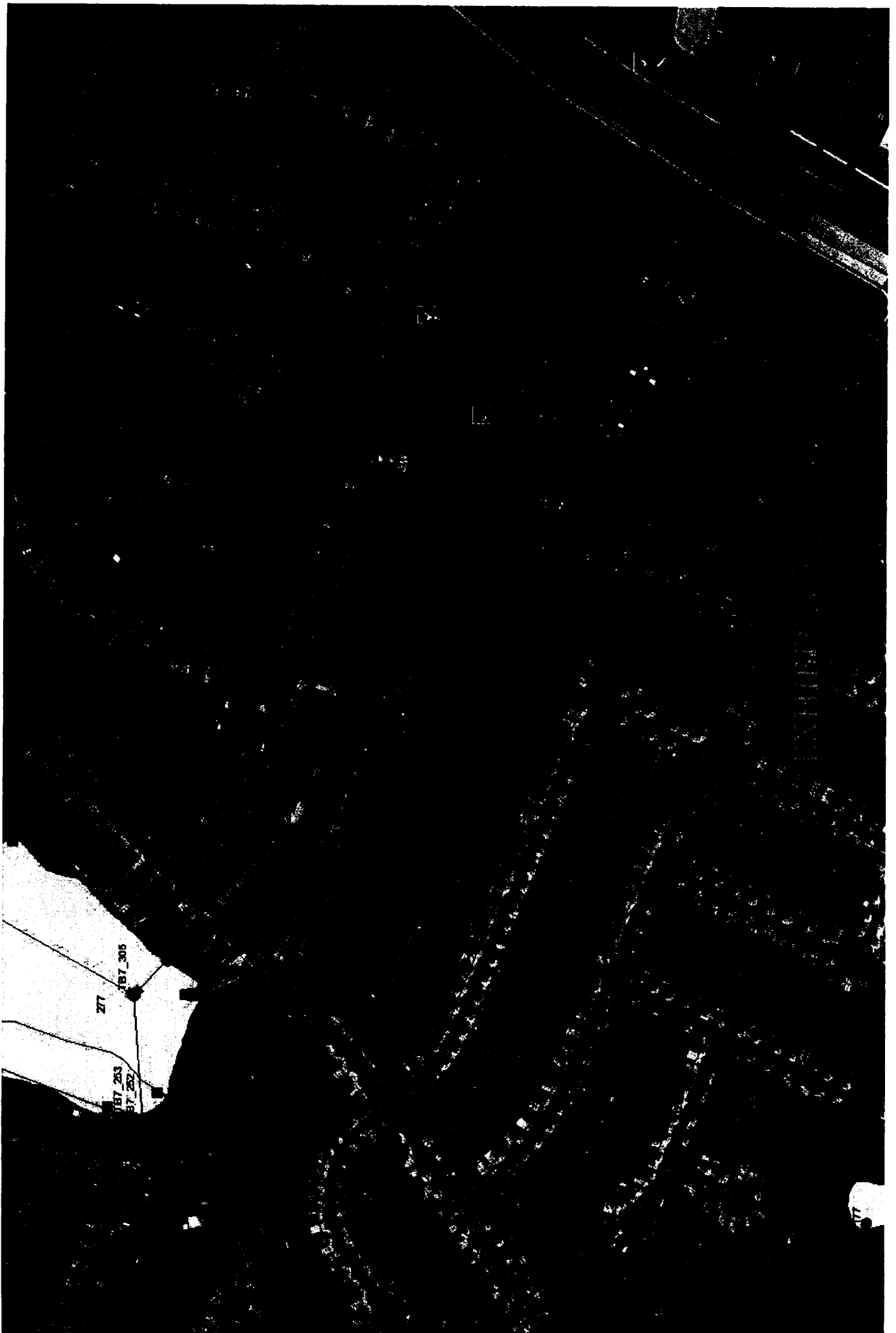
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**CITATION TRAIL
CONNECTIONS**
Lexington, Fayette County, Kentucky

PLANS AND SPECIFICATIONS PREPARED BY:
LEXINGTON
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
DIVISION OF ENGINEERING

REVISIONS





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MATTHEW G. BEVIN
GOVERNOR

DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF THE GOVERNOR
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SANDRA K. DUNAHOO
COMMISSIONER

March 22, 2017

Ms. Suzie Loveday
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507

RE: Elizabeth Street Sidewalk
SAI# KY201703100437
CFDA# 20.205

Dear Ms. Loveday:

The Kentucky State e-Clearinghouse is the official designated Single Point of Contact (SPOC) for the Commonwealth pursuant to Presidential Executive Order 12372, and supported by Kentucky Statutes KRS 45.03. The primary function of the SPOC is to streamline the review aforementioned process for the applicant and the funding agency. This process helps in vocalizing the statutory and regulatory requirements. Information in the form of comments, if any, will be attached to this correspondence.

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If you have any questions regarding this letter or the review process please contact the e-Clearinghouse office at 502-573-2382, ext. 274.

Sincerely,

Lee Nalley, SPOC
Kentucky State Clearinghouse

Attachment

Bluegrass ADD

Shane New

The review was based upon the information that was provided by the applicant through the clearinghouse for this project. The project does not appear to conflict with the mission and goals of the Bluegrass Area Development District.

Department for Local Government

Lee Nalley

endorsed

Fish and Wildlife

Dan Stoelb

Based on the information provided, the Kentucky Department of Fish & Wildlife Resources has no comments concerning the proposed project. Please contact Dan Stoelb @ 502-564-7109 ex. 4453 or Daniel.Stoelb@ky.gov if you have further questions or require additional information.

Housing Building and Construction

Phil Craig

The Kentucky Department of Housing Buildings and Construction has no comments concerning the proposed project.

Kentucky Transportation Cabinet (CO)

Carolyn Weber

Bret Blair - Endorse with Comments

In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to: Randi Feltner, District Seven Highway Dept. Permits Engineer, 763 W New Circle Road, Lexington, KY 40512 (859.246.2355 / randi.feltner@ky.gov). Reviewed by Bret Blair, D7-Planning / 859.246.2355 / bret.blair@ky.gov.

KY Department for Environmental Protection

Ronald Price

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All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered, they must be properly addressed.

The Division of Water recommends that in the construction of the project Best Management Practices (BMPs) be utilized to prevent nonpoint-sources of water pollution and, thereby, control stormwater runoff and sediment damage to water quality and aquatic habitat. For technical assistance on the kinds of BMPs most appropriate for this type of construction, please contact the local Soil and Water Conservation District or the Division of Conservation of the Natural Resources and Environmental Protection Cabinet. The Division of Water, also, has available BMP construction manuals.

If the proposed project site is in a designated flood hazard area, application must be made to the Division of Water for a floodplain construction permit. Permission, or exemption, depends upon design and the exact site.

Projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit from the Division of Water.

Kentucky Division for Air Quality Regulation 401 KAR 63:010 Fugitive Emissions states that no person shall cause, suffer, or allow any material to be handled, processed, transported, or stored without taking reasonable precaution to prevent particulate matter from becoming airborne. Additional requirements include the covering of open bodied trucks, operating outside the work area transporting materials likely to become airborne, and that no one shall allow earth or other material being transported by truck or earth moving equipment to be deposited onto a paved street or roadway. Please note the Fugitive Emissions Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

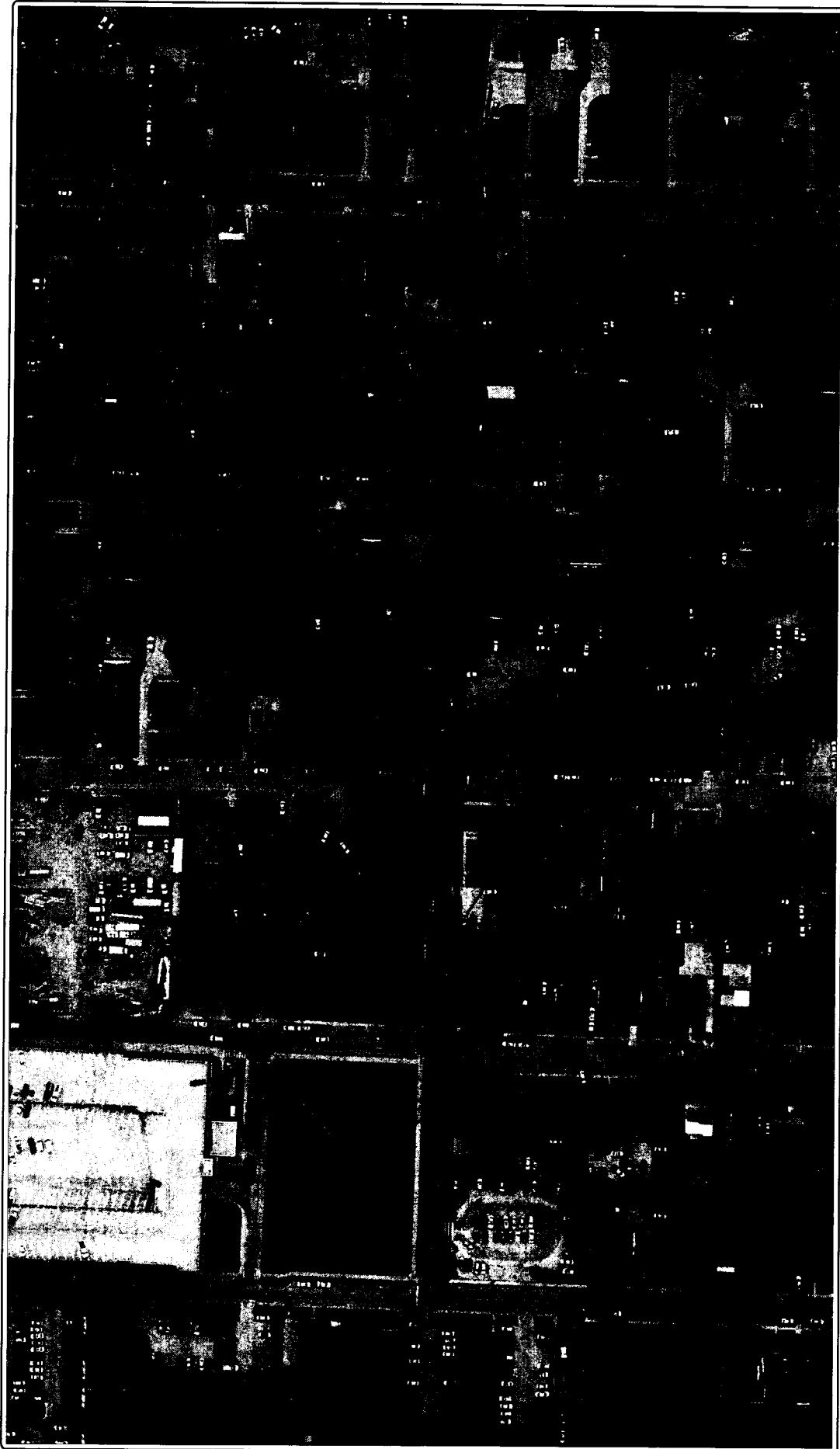
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KY Heritage Council

Yvonne Sherrick

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SHEET: **B**

SCALE:	
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APPROVED BY:	
DRAWN BY:	
CHECKED BY:	

**ELIZABETH STREET
SIDEWALK CONNECTIONS**
Lexington, Fayette County, Kentucky

PLANS AND SPECIFICATIONS PREPARED BY:
LEXINGTON
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
DIVISION OF ENGINEERING

REVISIONS:

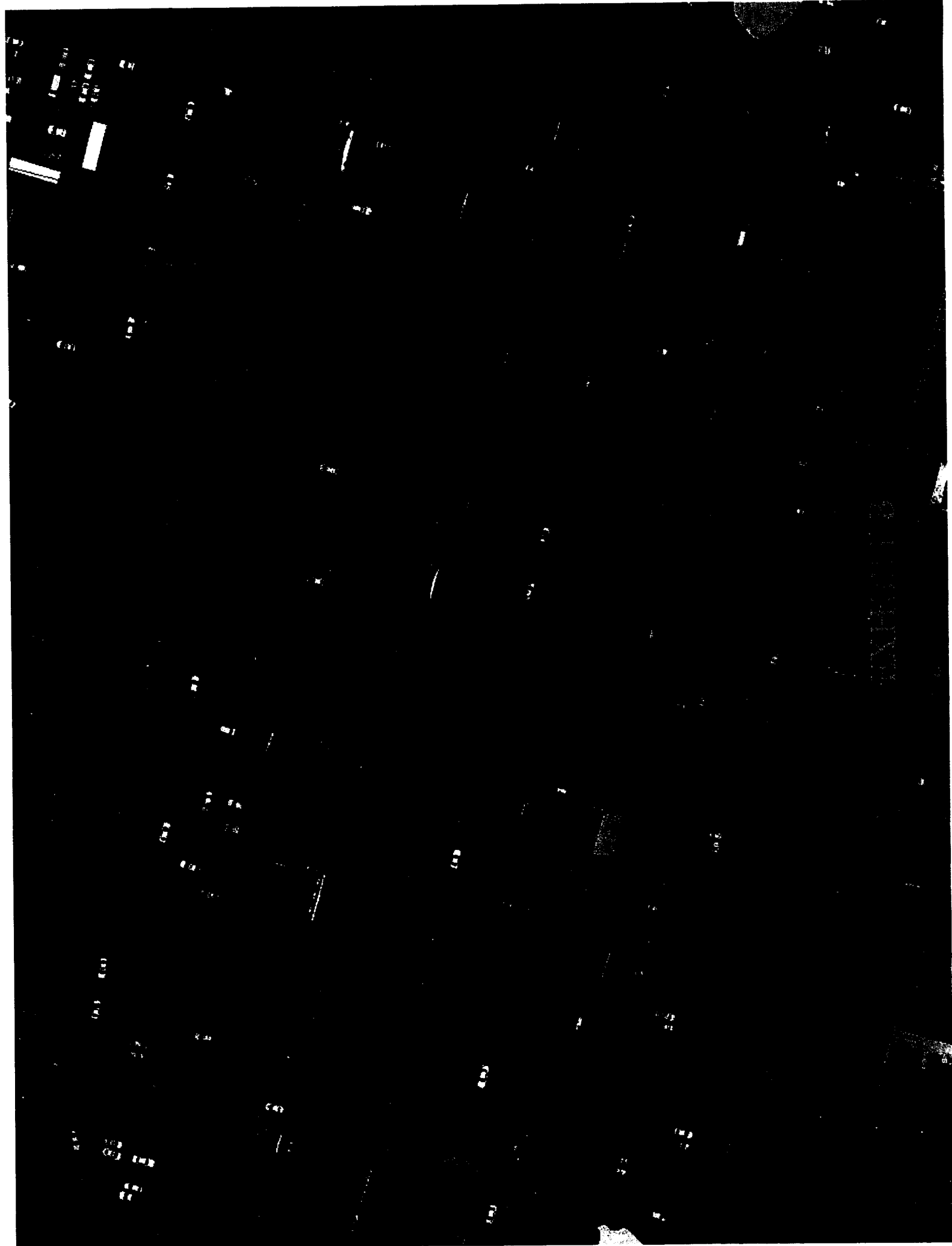




EXHIBIT B



MATTHEW G. BEVIN
GOVERNOR

DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF THE GOVERNOR
1024 CAPITAL CENTER DRIVE, SUITE 340
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SANDRA K. DUNAHOO
COMMISSIONER

March 22, 2017

Ms. Suzie Loveday
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507

RE: Rosemont Garden Sidewalk
SAI# KY201703100438
CFDA# 20.205

Dear Ms. Loveday:

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Sincerely,

Lee Nalley, SPOC
Kentucky State Clearinghouse

Attachment

Bluegrass ADD

Shane New

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Fish and Wildlife

Dan Stoelb

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Phil Craig

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Kentucky Transportation Cabinet (CO)

Carolyn Weber

Bret Blair - Endorse with Comments

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KY Department for Environmental Protection

Ronald Price

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KY Heritage Council
Yvonne Sherrick

To receive a review from the KY Heritage Council/State Historical Preservation Office (SHPO) you must follow the instructions located on their website at <http://www.heritage.ky.gov/siteprotect/> . There you will find the required documents for the Section 106 Review and Compliance for 36 CFR Part 800. This Section 106 submission process to SHPO will assist applicants and agencies in providing the appropriate level of information to receive comments from SHPO.

If you have any questions please contact Yvonne Sherrick, Administrative Specialist III, (502) 564-7005, Ext. 113, yvonne.sherrick@ky.gov



PROJECT: **C**

SCALE:	
DATE:	
DESIGNED BY:	
APPROVED BY:	
DRAWN BY:	EC
CHECKED BY:	

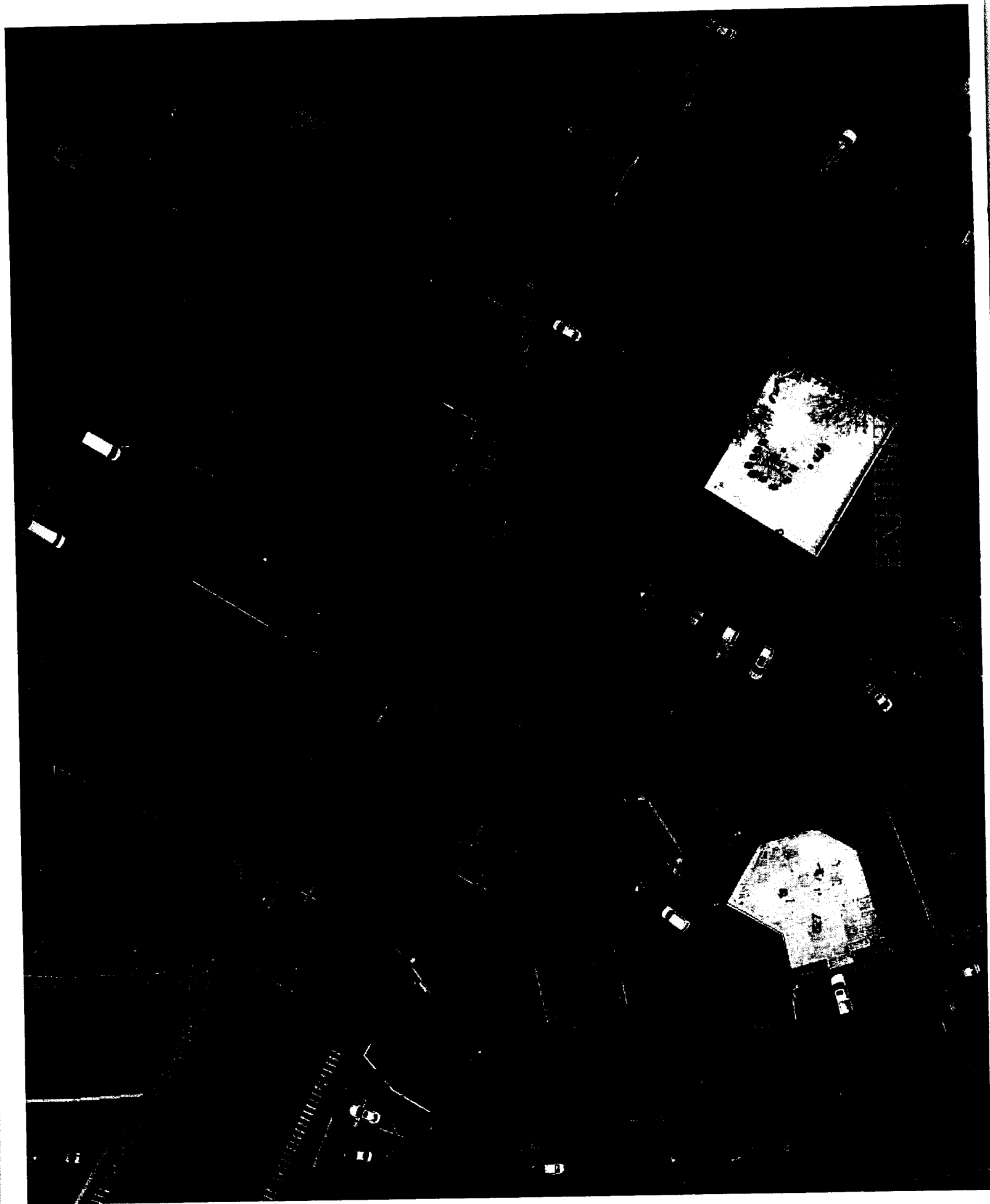
**ROSEMONT GARDEN
SIDEWALK CONNECTIONS**
Lexington, Fayette County, Kentucky

PLANS AND SPECIFICATIONS PREPARED BY:
**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
DIVISION OF ENGINEERING**

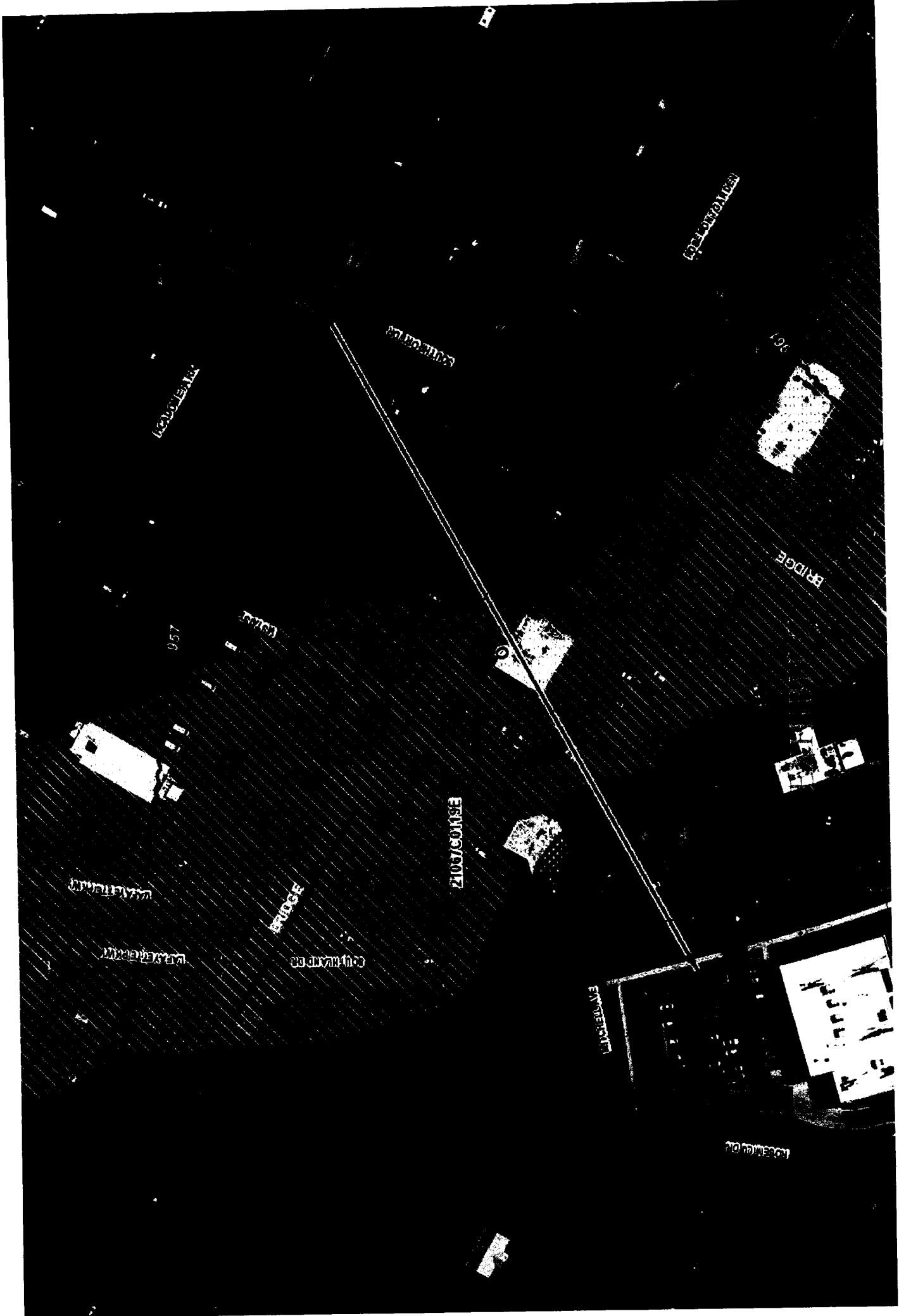
LEXINGTON



DATE:







WATER

WATER

ROAD

BRIDGE

957

WATER

ROAD

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COURT

EMERGENCY

ROAD



MATTHEW G. BEVIN
GOVERNOR

DEPARTMENT FOR LOCAL GOVERNMENT
OFFICE OF THE GOVERNOR
1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606/ TDD:711
WWW.kydlgweb.ky.gov

SANDRA K. DUNAHOO
COMMISSIONER

March 22, 2017

Ms. Suzie Loveday
Lexington-Fayette Urban County Government
200 East Main Street, 6th Floor
Lexington, KY 40507

RE: Todds Road Sidewalk
SAI# KY201703100440
CFDA# 20.205

Dear Ms. Loveday:

The Kentucky State e-Clearinghouse is the official designated Single Point of Contact (SPOC) for the Commonwealth pursuant to Presidential Executive Order 12372, and supported by Kentucky Statutes KRS 45.03. The primary function of the SPOC is to streamline the review aforementioned process for the applicant and the funding agency. This process helps in vocalizing the statutory and regulatory requirements. Information in the form of comments, if any, will be attached to this correspondence.

This proposal has been reviewed by the appropriate state agencies in the e-Clearinghouse for conflicts with state or local plans, goals and objectives. After receiving this letter, you should make it available to the funding agency and continue with the funding agencies application process. This e-clearinghouse SPOC letter signifies only that the project has followed the state reviewing requirements, and is neither a commitment of funds from this agency or any other state or federal agency. Please remember if any federal reviews are required the applicant must follow through with those federal agencies.

The results of this review are valid for one year from the date of this letter. If the project is not submitted to the funding agency or not approved within one year after the completion of this review, the applicant can request an extension by email to Lee.Nalley@ky.gov. If the project changes in any way after the review, the applicant must reapply through the eclearinghouse for a new review. There are no exceptions.

If you have any questions regarding this letter or the review process please contact the e-Clearinghouse office at 502-573-2382, ext. 274.

Sincerely,

Lee Nalley, SPOC
Kentucky State Clearinghouse

Attachment

Bluegrass ADD
Shane New

The review was based upon the information that was provided by the applicant through the clearinghouse for this project. The project does not appear to conflict with the mission and goals of the Bluegrass Area Development District.

Fish and Wildlife
Dan Stoelb

Based on the information provided, the Kentucky Department of Fish & Wildlife Resources has no comments concerning the proposed project. Please contact Dan Stoelb @ 502-564-7109 ex. 4453 or Daniel.Stoelb@ky.gov if you have further questions or require additional information.

Housing Building and Construction
Phil Craig

The Kentucky Department of Housing Buildings and Construction has no comments concerning the proposed project.

Kentucky Transportation Cabinet (CO)
Carolyn Weber

Bret Blair - Endorse with Comments

In the event construction activities encroach upon state maintained right of way, it may become necessary to obtain a standard encroachment permit. Permit requests and questions may be directed to: Randi Feltner, District Seven Highway Dept. Permits Engineer, 763 W New Circle Road, Lexington, KY 40512 (859.246.2355 / randi.feltner@ky.gov). Reviewed by Bret Blair, D7-Planning / 859.246.2355 / bret.blair@ky.gov.

KY Department for Environmental Protection
Ronald Price

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications, or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.

All solid waste generated by this project must be disposed at a permitted facility. If underground storage tanks are encountered, they must be properly addressed.

The Division of Water recommends that in the construction of the project Best Management Practices (BMPs) be utilized to prevent nonpoint-sources of water pollution and, thereby, control stormwater runoff and sediment damage to water quality and aquatic habitat. For technical assistance on the kinds of BMPs most appropriate for this type of construction, please contact the local Soil and Water Conservation District or the Division of Conservation of the Natural Resources and Environmental Protection Cabinet. The Division of Water, also, has available BMP construction manuals.

If the proposed project site is in a designated flood hazard area, application must be made to the Division of Water for a floodplain construction permit. Permission, or exemption, depends upon design and the exact site.

Projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) stormwater discharge permit from the Division of Water.

Kentucky Division for Air Quality Regulation 401 KAR 63:010 Fugitive Emissions states that no person shall cause, suffer, or allow any material to be handled, processed, transported, or stored without taking reasonable precaution to prevent particulate matter from becoming airborne. Additional requirements include the covering of open bodied trucks, operating outside the work area transporting materials likely to become airborne, and that no one shall allow earth or other material being transported by truck or earth moving equipment to be deposited onto a paved street or roadway. Please note the Fugitive Emissions Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

Kentucky Division for Air Quality Regulation 401 KAR 63:005 states that open burning is prohibited. Open Burning is defined as the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a stack or chimney. However, open burning may be utilized for the expressed purposes listed on the Open Burning Fact Sheet located at http://www.air.ky.gov/homepage_repository/e-Clearinghouse.htm

KY Heritage Council

Yvonne Sherrick

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SHEET
D
OF

SCALE:	
DESIGNED BY:	
APPROVED BY:	
DRAWN BY:	
CHECKED BY:	

**TODDS ROAD
SIDEWALK CONNECTIONS**
Lexington, Fayette County, Kentucky

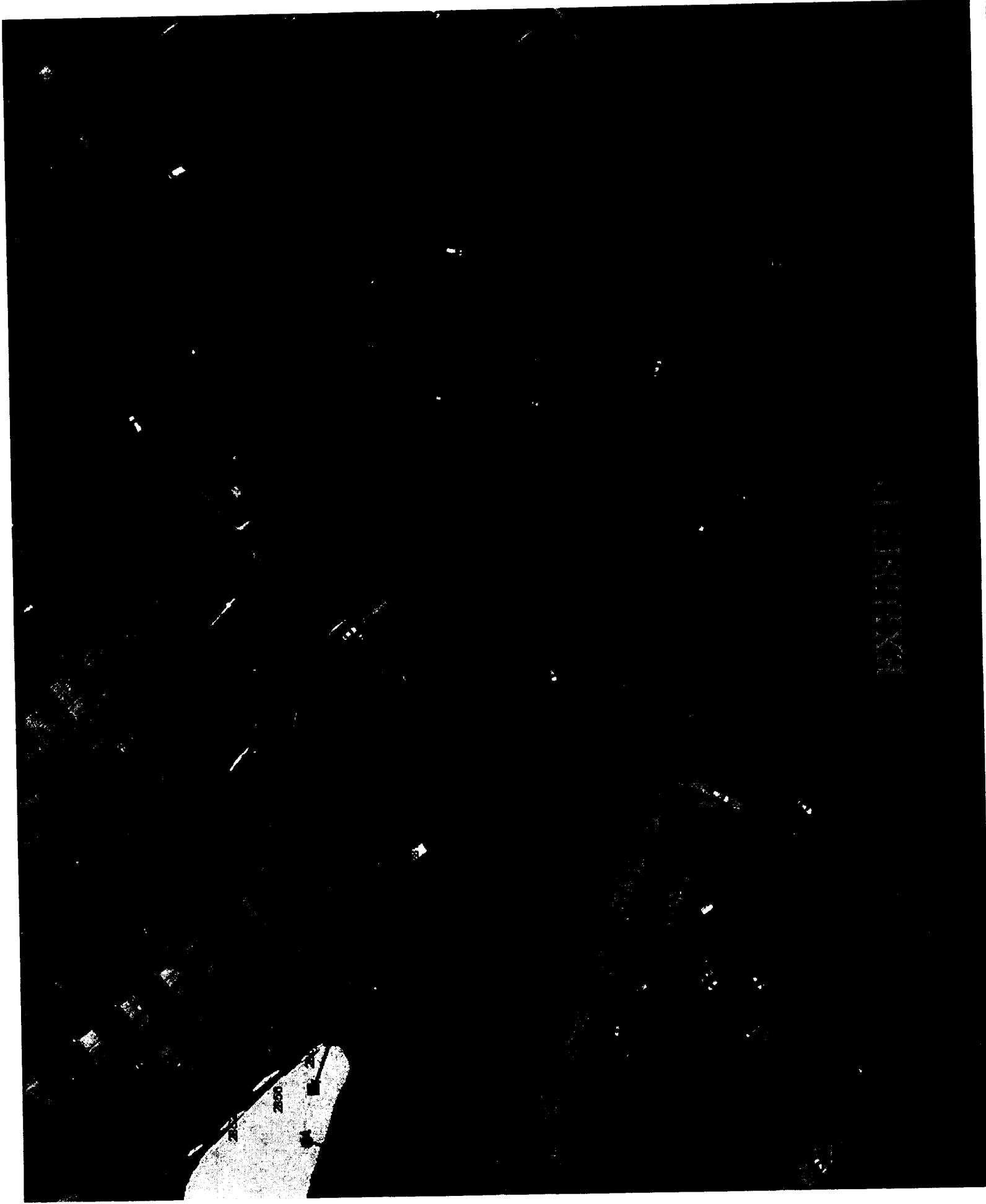
PLANS AND SPECIFICATIONS PREPARED BY:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
DIVISION OF ENGINEERING



REVISIONS



EXHIBIT



EXHIBIT

2800



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

TC 40-2
 Rev. 03/2017
 Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	September 6, 2017	COUNTY:	Fayette	ITEM #:	N/A
PROJECT:	Old Todds Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
A. SURVEY	97	97	\$44.40	\$ 4,307
B. PRELIMINARY LINE AND GRADE	92	92	\$46.08	\$ 4,239
C. UTILITY RELOCATION COORDINATION	4	4	\$46.08	\$ 184
D. RIGHT OF WAY PLANS	47	47	\$46.08	\$ 2,166
E. FINAL PLANS	350	350	\$46.08	\$ 16,128
F. MEETINGS	34	34	\$55.20	\$ 1,877
G. PUBLIC INVOLVEMENT	10	10	\$55.20	\$ 552
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS	634	634	\$ 46.46	
TOTAL DIRECT PAYROLL				\$ 29,453
OVERHEAD (175.76%)				\$ 51,767
PROFIT (15.00%)				\$ 12,183
COST OF MONEY (0.52%)				\$ 153
DIRECT COSTS				AMOUNT
See Attached				\$6,163
TOTAL DIRECT COSTS				\$ 6,163
SUBCONSULTANTS				AMOUNT
TOTAL SUBCONSULTANTS				\$ -
TOTAL PROPOSED FEE				\$ 99,719

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering | **SIGNED BY:** Stephen Sewell

Shelt | Vice President | 9-7-17
 CONSULTANT SIGNATURE | TITLE | DATE

_____| _____ | _____
 PROFESSIONAL SERVICES SIGNATURE | TITLE | DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Old Todds Road		CONSULTANT			PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY			
			PREPARED BY			SDS
ITEM NO.			DATE			
SURVEY						
No.	ITEM	CREW	UNIT	HRS/UNIT		
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	4	2
2	Utilities - (data gathering, identification & contact)	1	No.	6	1	6
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	4	2
CONTROL						
4	Horizontal	2	Mile	0.4	8	6
5	Vertical	2	Mile	0.4	8	6
6	Process data	1	Mile	0.4	8	3
PLANIMETRIC SURVEY						
7	Planimetric location <i>(complete)</i>	2	Mile	0.4	8	6
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	8	3
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile			0
TERRAIN SURVEY						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Acre	5	4	40
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>(specify pickup or update)</i>	2	Acre			0
21	Process data	1	Mile	0.4	20	8
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel			0
23	Field tie property lines/corners	1	Parcel	15	1	15
STAKING						
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
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
SURVEY TOTAL						97

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette		PROJECT TYPE		
ROUTE	Old Todds Road		CONSULTANT		PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY		
ITEM NO.			PREPARED BY		SDS
			DATE		

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	HRS/UNIT		
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile			0
32	Establish approximate property lines and ownership	Parcel	15	0.5	8
33	Study and develop typical sections	No.	2	2	4
34	Study and develop horizontal alignments	Mile	0.4	20	8
35	Study and develop vertical alignments	Mile	0.4	20	8
36	Create and evaluate proposed roadway models	Mile	0.4	40	16
37	Design entrances/Tie-ins	No.	3	4	12
38	Pre-size pipes (all alternates)	No.	10	2	20
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int			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	1	4	4
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	8	8
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					0
52					0
53					0
54					0
55					0
PRELIMINARY LINE AND GRADE TOTAL					92

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Old Todds Road		CONSULTANT			PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY			
			PREPARED BY			SDS
ITEM NO.			DATE			
UTILITY COORDINATION						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
56	Utility Coordination Meeting	1	No.	2	2	4
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
UTILITY COORDINATION MISCELLANEOUS						
59						
UTILITY COORDINATION TOTAL						4
RIGHT OF WAY PLANS						
No.	ITEM		UNIT	HRS/UNIT		
60	Deed research		Parcel	15	1	15
61	Establish property and ownership		Parcel	15	1	15
62	Calculate Right of Way		Parcel	3	1	3
63	Prepare legal descriptions		Parcel	3	1	3
64	Complete Right of Way summary sheet		Parcel	3	1	3
65	Generate Right of Way strip map (scale 1" = 200')		Sheet	1	4	4
66	Prepare Right of Way Plans Submittal		LS	1	4	4
67	Right of Way revisions after Right of Way submittal		LS			0
68	Deed Research for Existing Alignments		LS			0
69	Deed Research for Existing Parcels		Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer		Parcel			0
R/W PLANS MISCELLANEOUS						
71	Plat Development				8	0
72						0
RIGHT OF WAY PLANS TOTAL						47

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette		PROJECT TYPE	
ROUTE	Old Todds Road		CONSULTANT	PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY	
ITEM NO.			PREPARED BY	SDS
			DATE	

FINAL PLAN PREPARATION

No.	ITEM	UNIT	HRS/UNIT		
80	Computer setup	LS	1	2	2
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.4	8	3
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.			0
85	Develop final roadway model	Mile	0.4	40	16
86	Develop proposed design	Mile	0.4	40	16
87	Generate plan sheets (scale 1" = 20')	Sheet	4	8	32
88	Generate profile sheets (scale 1" = 20')	Sheet	4	8	32
89	Detail cross sections (scale 1" = 5')	No.	35	0.5	18
90	Design entrances	No.	3	1	3
91	Revise roadway plans from soils report	Mile			0

DRAINAGE

92	Develop pipe sections (< 54")	No.	10	5	50
93	Develop drainage system map	Mile	0.4	8	3
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A <= 200 acres)	No.	10	5	50
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	0.4	8	3
106	Inlet spacing calculations	No.	6	4	24
107	Storm sewers calculations	No.	6	4	24
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

DRAINAGE MISCELLANEOUS

112					0
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Old Todds Road	CONSULTANT	PALMER
DESC	Old Todds Road Sidewalks	REVIEWED BY	
ITEM NO.		PREPARED BY	SDS
		DATE	

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	HRS/UNIT		
116	Prepare layout sheet	LS	1	2	2
117	Prepare typical sections	No.	1	2	2
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet	Mile	0.4	4	2
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Sheet			0
123	Calculate final quantities	Mile	0.4	16	6
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS			0
126	Complete drainage summary	LS	1	8	8
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	4	4
130	Plan revisions	Mile	0.4	16	6
131	Prepare final construction plans submittal	LS	1	4	4
MAINTENANCE OF TRAFFIC					
132	Write maintenance of traffic notes (TCP)	LS	1	16	16
133	Prepare construction phasing plans (<i>traffic control detail sheets</i>)	Sheet			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
FINAL PLANS MISCELLANEOUS					
138	Prepare bid submittal documents (LDRC, PDC, Specs)	LS	1	16	16
139					0
140					0
141					0
142					0
143					0
FINAL PLANS TOTAL					350

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette		PROJECT TYPE	
ROUTE	Old Todds Road		CONSULTANT	PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY	
ITEM NO.			PREPARED BY	SDS
			DATE	

MEETINGS

No.	ITEM	PERSONS	UNIT	HRS/UNIT	
150	Prelim. line and grade inspection	2	No.	1	4
151	Drainage inspection	2	No.		8
152	Final inspection	2	No.	2	4
153	Misc. project coordination meetings	1	No.	5	2
154	Project team meetings	2	No.		10
MEETINGS MISCELLANEOUS					
155	Value Engineering Study		LS		0
156	Constructability Review		LS		0
MEETINGS TOTAL					34

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	HRS/UNIT	
160	Develop and Maintain Mailing List		LS		0
161	Prepare for Advisory Committee/Officials Meeting	1	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
PUBLIC INVOLVEMENT MISCELLANEOUS					
167	Individual meetings with stakeholders (schools, businesses, etc.)			5	2
168					10
169					0
PUBLIC INVOLVEMENT TOTAL					10

QA/QC

No.	ITEM		UNIT	HRS/UNIT	
180	Plan review		sheet		0
181	Structure review		sheet		0
QA/QC TOTAL					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)					
COUNTY	Fayette		PROJECT TYPE		
ROUTE	Old Todds Road		CONSULTANT		PALMER
DESC	Old Todds Road Sidewalks		REVIEWED BY		
			PREPARED BY		SDS
ITEM NO.			DATE		
PRODUCTION-HOUR SUMMARY					
SURVEY TOTAL					97
LINE AND GRADE TOTAL					92
UTILITY COORDINATION TOTAL					4
RIGHT OF WAY PLANS TOTAL					47
FINAL PLANS TOTAL					350
MEETINGS TOTAL					34
PUBLIC INVOLVEMENT TOTAL					10
QA/QC TOTAL					0
GRAND TOTAL					634

**Direct Cost Summary
Palmer Engineering Company**

Item	Amount	Unit	Unit Cost	Cost	Totals
					\$373
SURVEY					
Mileage - 4 wheel drive	120	mi	\$0.53	\$64	
3 round trips @ 40 miles		days	\$30.00	\$0	
meals		nights	\$85.00	\$0	
lodging		hours	\$15.00	\$150	
computer time @ 10%	10	hours	\$53.02	\$530.20	
travel time (3 trips @ x1 hours each)	3	hours		\$159	
(Ave. Rate \$40.79 x 1.3 = \$53.02 / hour)					
					\$45
UTILITY COORDINATION					
Mileage 0 round trips @ 20 miles		mi	\$0.47	\$0	
Printing / Copies		prints	\$1.00	\$0	
printing	3	hours	\$15.00	\$45	
computer time @ 75%					
					\$1,085
PRELIMINARY LINE AND GRADE					
Mileage 0 round trips @ 20 miles		mi	\$0.47	\$0	
Printing / Copies		prints	\$1.00	\$50	
printing	50	hours	\$15.00	\$1,035	
computer time @ 75%	69				
					\$575
RIGHT OF WAY PLANS					
Mileage 0 round trips @ 20 miles		mi	\$0.47	\$0	
Copies / Printing		prints	\$1.00	\$50	
printing	50	hours	\$15.00	\$525	
computer time @ 75%	35				
					\$3,995
FINAL PLANS					
Mileage 0 round trips @ 60 miles		mi	\$0.47	\$0	
Printing / Copies		prints	\$1.00	\$50	
printing	50	hours	\$15.00	\$3,945	
computer time @ 75%	263				
					\$45
MEETINGS					
Mileage 0 round trips @ 20 miles		mi	\$0.47	\$0	
computer time @ 10%	3	hours	\$15.00	\$45	
					\$45
PUBLIC INVOLVEMENT					
Mileage 0 round trips @ 20 miles		mi	\$0.47	\$0	
computer time @ 25%	3	hours	\$15.00	\$45	
					\$6,163

