

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 14, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Palmer Engineering (CONSULTANT). OWNER intends to proceed with the Wilson Downing Intersections Improvements Project as described in the attached "Scope of Services" document (Attachment 1). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Wilson Downing Intersections Improvements Project. 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 (1) 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. The **OWNER** shall prepare contract agreement forms, general conditions, bid forms, invitations to bid and instructions to bidders, and other related documents. **CONSULTANT** shall prepare for review and approval any special conditions applicable to the project.
- 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 **Owner** shall lead the Bidding or Negotiation Phase. During Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as outlined in the "Scope of Services".

1.6. Construction Phase

The **OWNER** shall lead construction project management of the Construction Phase. During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as listed in the "Scope of Services".

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 Attachment 1 Scope of Services, 12. 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 one hundred seventy-two thousand one hundred eighty-seven dollars and zero cents (\$172,187.00).

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 sub-consultants 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 Jake Stephens, 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** Attachment 1 "Wilson Downing Intersections Improvements Project – Scope of Services" consisting of ten (11) pages, plus three (3) page map attachments.
 - 8.2.2** Attachment 2 "Request for Qualifications" consisting of fifty-two (52) pages and attachments.
 - 8.2.3** Attachment 3 "Fee Proposal" consisting of eighteen (18) pages.
 - 8.2.4** Attachment 4 "Certificate of Insurance" consisting of two (2) pages.
- 8.3.** This Agreement (consisting of pages 1 to 14 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
301 E Main St.
Lexington, KY 40507

BY: *Linda Gorton*
LINDA GORTON, MAYOR

BY: *David Lindeman*
DAVID LINDEMAN, PRINCIPAL

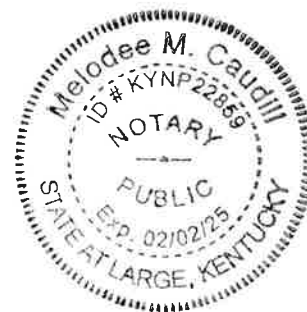
ATTEST:

Mackenzie Stock
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 Engineering, on this the 24th day of August, 2018.

My commission expires: 08/02/25.

Melodee M. Caudill
NOTARY PUBLIC



ATTACHMENT 1

SCOPE OF SERVICES

Attachment 1

Wilson Downing Intersections Improvements Project – Scope of Services

The basic services outlined in this Scope of Services document include the preliminary and final design for the Wilson Downing Intersections Improvements Project.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.

Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections

Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd. onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.
- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.

- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.
- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.
- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.
- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.
- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

- 1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, 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 the Division of Engineering. 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. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions

- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consistent with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit up to five (5) full size paper copies (total TBD) to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

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 furnish up to five (5) paper copies (total TBD) to the LFUCG Division of Engineering, one (1) paper copy to each of the local utility companies, and one (1) copy to the Kentucky Transportation Cabinet. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

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:

- 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 depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans may be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

- 4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
 - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.

- Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
- And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
 - All existing utilities and proposed relocations, as furnished by the utility companies
 - All utility information required by the survey and utility coordination sections of this Scope
 - All existing and new storm and sanitary facilities
 - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

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 (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

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

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.

- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions

- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)

- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

The Owner shall prepare and certify a tabulation of bid prices.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested

- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. 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 issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map

- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

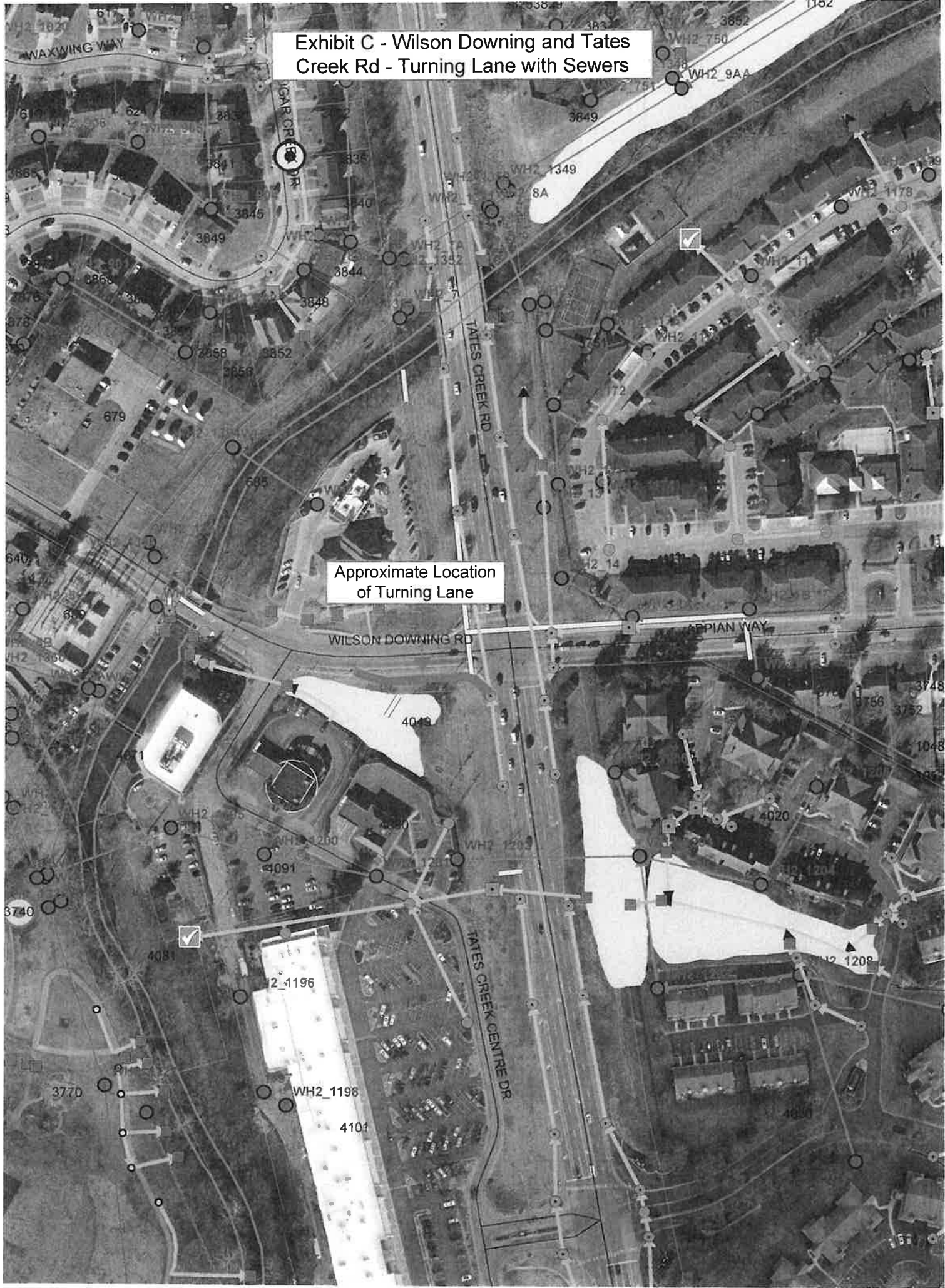


Exhibit B - Wilson Downing and Tates
Creek Rd - Roundabout Location with
Sewers



Exhibit C - Wilson Downing and Tates
Creek Rd - Turning Lane with Sewers

Approximate Location
of Turning Lane



ATTACHMENT 2

REQUEST FOR QUALIFICATIONS



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #8-2023 for Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 28, 2023**. All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

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 RFQ while this RFQ 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, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting 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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ 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.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. 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.

The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*
5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*
6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*
8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*
10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*
11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*
12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*
13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*
14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*
15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award*

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

Signature

Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (25 Points)
4. Ability to provide KYTC LPA Guide compliant inspection services (15 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>

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

Standard Title VI Assurance

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

The Law

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

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

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

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

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

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

Bidders

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

Signature

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																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
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 (VOSB) 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) **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.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned 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-Owned 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, managed and controlled 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, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled 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, managed and controlled 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 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.
- d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses 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.
- e. 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 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

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	Shawn Rogers UK SBDC	shawn.rogers@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@nwboe.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFQ/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFQ/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/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/RFQ/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 MWDDBE 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/RFQ/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/RFQ/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 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.

_____ 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 MWBDE 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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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 Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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) CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

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

BIDDER/CONTRACTOR 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 hereunder by CONTRACTOR. 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
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Professional Liability	\$1 million per occurrence

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 (DOI). 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 Premises and Operations coverage unless it is deemed not to apply by LFUCG.
- d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of \$1 million unless it is deemed not to apply by LFUCG.
- e. The Policy shall include Umbrella/Excess Liability coverage in the amount of \$1 million per occurrence, \$1 million aggregate, unless it is deemed not to apply by 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 BIDDER/CONTRACTOR'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

Safety and Loss Control

CONTRACTOR 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

BIDDER/CONTRACTOR 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

CONTRACTOR 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

BIDDER/CONTRACTOR 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Statements of Qualifications – Professional Services

Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek

The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.

Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections

Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

PREQUALIFICATION

To respond to this project, the Consultant/consulting team must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd.

onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.
- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.
- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.
- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.
- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.
- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.
- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

- 1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, 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 the Division of Engineering. 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. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.
- 2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:
 - Topography
 - Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
 - Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
 - Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
 - Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
 - Location and identification of significant trees and vegetation
 - Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
 - Location of existing corner monuments and R/W markers
 - Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
 - Location of all existing permanent easements in the project area
 - Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consistent with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections

- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

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 one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

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:

- 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 depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
 - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
 - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
 - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
 - All existing utilities and proposed relocations, as furnished by the utility companies
 - All utility information required by the survey and utility coordination sections of this Scope
 - All existing and new storm and sanitary facilities
 - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

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 (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

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

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to

significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. 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 issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map
- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

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:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

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

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (25 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

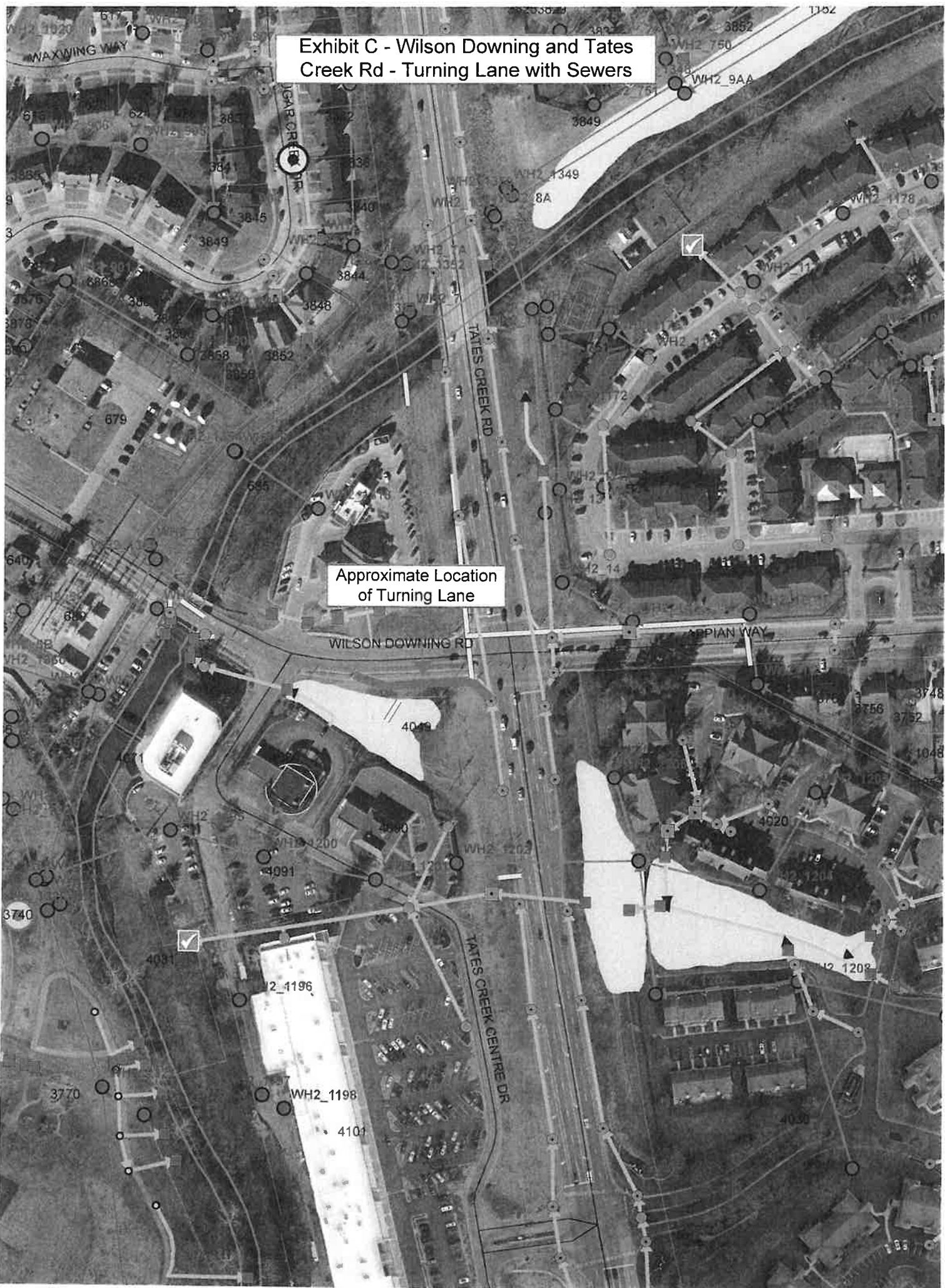


Exhibit B - Wilson Downing and Tates
Creek Rd - Roundabout Location with
Sewers



Exhibit C - Wilson Downing and Tates
Creek Rd - Turning Lane with Sewers

Approximate Location
of Turning Lane



ATTACHMENT 3

FEE PROPOSAL



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

Rev. 12/2017

Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	COUNTY:	Fayette	ITEM #:	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	61	55	\$ 53.26	\$ 2,929.30
PRELIMINARY LINE AND GRADE	192	171	\$ 63.58	\$ 10,872.18
UTILITY COORDINATION	6	0	\$ 63.58	\$ -
RIGHT OF WAY PLANS	25	0	\$ 63.58	\$ -
FINAL PLAN PREPARATION	379	369	\$ 63.58	\$ 23,461.02
MEETINGS	32	60	\$ 71.82	\$ 4,309.20
PUBLIC INVOLVEMENT	44	44	\$ 71.82	\$ 3,160.08
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	739	699	\$ 63.99	\$ 44,731.78

OVERHEAD (178.01 %)	\$ 79,627.04
PROFIT (15.00 %)	\$ 18,653.82
COST OF MONEY (0.21 %)	\$ 93.94


DIRECT COSTS	AMOUNT
see attached	\$ 12,730.40
TOTAL DIRECT COSTS	\$ 12,730.40

SUBCONSULTANTS	AMOUNT
Element Design Group	\$ 16,350.00
	\$ -
	\$ -
TOTAL SUBCONSULTANTS	\$ 16,350.00

TOTAL FEE	\$ 172,187
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	SIGNED BY: Stephen Sewell	
	Vice President	8/18/2023
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT

Palmer Engineering

Escalation:

Estimated Notice to Proceed: 10/1/2023
 Estimated End of Project: 10/1/2024
 midpoint: 4/1/2024

COUNTY Fayette
PROJECT Wilson Downing Rd
UPN
FED. NO.
ITEM NO.

rate = 4.03%
 period = 1.93
 factor = 0.07924
 Overhead 179.09%
 Facilities cost of Money 0.36%

* effective 4/27/2022	POSITION	Escalated Rate		Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plan Preparation	Meetings	Public Involvement
		Avg. Rate *	Escalated Rate							
	Principal	\$123.56	\$133.35	Task 1 2%	Task 2 5%	Task 3 5%	Task 4 5%	Task 5 5%	Task 6 15%	Task 7 15%
	Project Manager	\$78.38	\$84.59	0%	20%	20%	20%	20%	25%	25%
	Professional Sr. Transportation Engineer	\$73.73	\$79.57	0%	15%	15%	15%	15%	10%	10%
	Professional Transportation Engineer	\$44.29	\$47.80	0%	20%	20%	20%	20%	40%	40%
	Engineer-in-Training	\$33.25	\$35.88	0%	15%	15%	15%	15%	10%	10%
	Engineer Technician II	\$52.25	\$56.39	8%	20%	20%	20%	20%	0%	0%
	Engineer Technician I	\$34.09	\$36.79	0%	5%	5%	5%	5%	0%	0%
	Party Chief	\$54.13	\$58.42	45%	0%	0%	0%	0%	0%	0%
	Instrumentman	\$40.75	\$43.98	45%	0%	0%	0%	0%	0%	0%
	TOTAL			100% \$53.26	100% \$63.58	100% \$63.58	100% \$63.58	100% \$63.58	100% \$71.82	100% \$71.82

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY	Fayette	PROJECT TYPE				
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER			
DESC		REVIEWED BY				
ITEM NO.		PREPARED BY	SDS			
		DATE	8/18/2023			
SURVEY						
No.	ITEM	CREW	UNIT	HRS/UNIT		
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.3	2	1
2	Utilities - (data gathering, identification & contact)	1	No.	0	1	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.3	2	1
CONTROL						
4	Horizontal	2	Mile	0.3	6	4
5	Vertical	2	Mile	0.3	6	4
6	Process data	1	Mile	0.3	4	1
PLANIMETRIC SURVEY						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.3	2	1
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0	6	0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	8	8
11	Process data	1	Mile	0.3	8	2
TERRAIN SURVEY						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Acre	2	2	8
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	1	4	8
21	Process data	1	Mile	0.3	8	2
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	5	1	5
23	Field tie property lines/corners	2	Parcel	5	1	10
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						55

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY: Fayette		PROJECT TYPE				
ROUTE: Wilson Downing Improvements		CONSULTANT: PALMER		REVIEWED BY		
DESC:		PREPARED BY: SDS		DATE: 8/18/2023		
ITEM NO.						
UTILITY COORDINATION						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
56	Utility Coordination Meeting	1	No.	0	3	
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			
58	Develop Utility Relocation Plans (1"=50')		Mile			
UTILITY COORDINATION MISCELLANEOUS						
59						
UTILITY COORDINATION TOTAL					0	
RIGHT OF WAY PLANS						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel	0	1	0
61	Establish property and ownership		Parcel	0	2	0
62	Calculate Right of Way		Parcel	0	1	0
63	Prepare legal descriptions		Parcel	0	2	0
64	Complete Right of Way summary sheet		Parcel	0	1	0
65	Generate Right of Way strip map (scale 1" = 200')		Sheet	0	2	0
66	Prepare Right of Way Plans Submittal		LS	0	4	0
67	Right of Way revisions after Right of Way submittal		LS			0
R/W PLANS MISCELLANEOUS						
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
71						0
72						0
73						0
RIGHT OF WAY PLANS TOTAL					0	

PRODUCTION-HOUR WORKSHEET <small>(revised 7/14)</small>					
COUNTY	Fayette	PROJECT TYPE			
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER		
DESC		REVIEWED BY			
ITEM NO.		PREPARED BY	SDS		
		DATE	8/18/2023		
FINAL PLAN PREPARATION					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	1	4	4
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.3	8	2
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.	10	1	10
85	Develop final roadway model	Mile	0.3	60	18
86	Develop proposed design	Mile	0.3	40	12
87	Generate plan sheets (scale 1" = 20')	Sheet	2	12	24
88	Generate profile sheets (scale 1" = 20')	Sheet	2	12	24
89	Detail cross sections (scale 1" = 5')	No.	30	1	30
90	Design entrances	No.	5	2	10
91	Revise roadway plans from soils report	Mile			0
DRAINAGE					
92	Develop pipe sections (< 54")	No.	6	2	12
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A <= 200 acres)	No.	6	2	12
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	0.3	16	5
105	Develop Erosion Control Plan (scale 1"=100')	Mile	0.3	16	5
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
DRAINAGE MISCELLANEOUS					
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)					
COUNTY	Fayette	PROJECT TYPE			
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER		
DESC		REVIEWED BY			
ITEM NO.		PREPARED BY	SDS		
		DATE	8/18/2023		
FINAL PLAN PREPARATION (Continued)					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	2	2	4
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile	0.3	12	4
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile	0.3	26	8
123	Calculate final quantities	Mile	0.2	16	3
124	Complete general summary	LS	0.8	8	6
125	Complete paving summary	LS	0.8	8	6
126	Complete drainage summary	LS	0.8	8	6
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	0.8	8	6
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.3	60	18
131	Prepare final construction plans submittal	LS	1	16	16
MAINTENANCE OF TRAFFIC					
132	Write maintenance of traffic notes (TCP)	LS	1	16	16
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
FINAL PLANS MISCELLANEOUS					
138	LPA Documents	LS	1	40	40
139	Construction Bidding	LS	1	16	16
140	Signal Modification Plans	Each	1	40	40
141					0
142					
143					
144					
145					
FINAL PLANS TOTAL					369

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Wilson Downing Improvements		CONSULTANT		PALMER	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		8/18/2023	
MEETINGS						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
150	Prelim. line and grade inspection	2	No.	1	4	8
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.	1	4	8
153	Misc. project coordination meetings	2	No.	6	3	36
154	Project team meetings	2	No.	1	4	8
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
MEETINGS TOTAL						60
PUBLIC INVOLVEMENT						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.	1	8	8
162	Attend Advisory Committee/Officials Meeting	2	No.	1	2	4
163	Prepare for Public Meetings/Hearings		No.	2	8	16
164	Attend Public Meetings/Hearings	2	No.	2	4	16
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
PUBLIC INVOLVEMENT MISCELLANEOUS						
167						0
168						0
169						0
PUBLIC INVOLVEMENT TOTAL						44
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	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023
PRODUCTION-HOUR SUMMARY			
SURVEY TOTAL			55
LINE AND GRADE TOTAL			171
UTILITY COORDINATION TOTAL			0
RIGHT OF WAY PLANS			0
FINAL PLANS			369
MEETINGS TOTAL			60
PUBLIC INVOLVEMENT TOTAL			44
QA/QC TOTAL			0
GRAND TOTAL			699

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					\$60
Mileage - 4 wheel drive					
10 round trips @ 10 miles	100	mi	\$0.60	\$60	
meals		days	\$30.00	\$0	
lodging		nights	\$85.00	\$0	
computer time @ 10%		hours	\$15.00	\$0	
travel time (15 trips @ x2 hours each)		hours	\$52.57	\$0	
(Ave. Rate \$40.44 x 1.3 = \$52.57 / hour)					
PRELIMINARY LINE AND GRADE					\$109
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
Printing / Copies				\$0	
printing	100	prints	\$1.00	\$100	
computer time @ 75%		hours	\$15.00	\$0	
RIGHT OF WAY PLANS					\$255
Mileage 1 round trips @ 10 miles	10	mi	\$0.47	\$5	
Copies / Printing					
printing	250	prints	\$1.00	\$250	
computer time @ 75%		hours	\$15.00	\$0	
FINAL PLANS					\$12,259
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
Printing / Copies					
printing	250	prints	\$1.00	\$250	
computer time @ 75%		hours	\$15.00	\$0	
Utility location (SUE)	6	hole	\$2,000.00	\$12,000	
MEETINGS					\$38
Mileage 8 round trips @ 10 miles	80	mi	\$0.47	\$38	
computer time @ 10%		hours	\$15.00	\$0	
PUBLIC INVOLVEMENT					\$9
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
computer time @ 25%		hours	\$15.00	\$0	
					\$12,730



ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	COUNTY:	Fayette	ITEM #:	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY		14	\$ 150.00	\$ 2,100.00
PRELIMINARY LINE AND GRADE		21	\$ 150.00	\$ 3,150.00
UTILITY COORDINATION		6	\$ 150.00	\$ 900.00
RIGHT OF WAY PLANS		25	\$ 150.00	\$ 3,750.00
FINAL PLAN PREPARATION		22	\$ 150.00	\$ 3,300.00
MEETINGS		15	\$ 150.00	\$ 2,250.00
PUBLIC INVOLVEMENT		6	\$ 150.00	\$ 900.00
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL		109	\$ 150.00	\$ 16,350.00

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

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	\$ -

SUBCONSULTANTS	AMOUNT
	\$ -
	\$ -
TOTAL SUBCONSULTANTS	\$ -

TOTAL FEE	\$ 16,350
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Element Design	SIGNED BY:		
_____	_____	_____	_____
CONSULTANT SIGNATURE	TITLE	DATE	
_____	_____	_____	_____
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE	

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY: Fayette		PROJECT TYPE				
ROUTE: Wilson Downing Improvements		CONSULTANT: Element				
DESC:		REVIEWED BY:				
ITEM NO.:		PREPARED BY: SDS				
		DATE: 8/18/2023				
SURVEY						
No.	ITEM	CREW	UNIT	HRS/UNIT		
RECONNAISSANCE						
1	Control - (existing)	1	Mile	2	0	
2	Utilities - (data gathering, identification & contact)	1	No.	10	10	
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	2	0	
CONTROL						
4	Horizontal	2	Mile	6	0	
5	Vertical	2	Mile	6	0	
6	Process data	1	Mile	4	0	
PLANIMETRIC SURVEY						
7	Planimetric location <i>(specify complete pickup or update)</i>	2	Mile	2	0	
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0.3	6 4	
9	Subsurface Utility Engineering, Quality Level B	1	LS		0	
10	Subsurface Utility Engineering, Quality Level A	1	LS	8	0	
11	Process data	1	Mile	8	0	
TERRAIN SURVEY						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Acre	2	0	
13	Verify terrain model accuracy	2	Mile		0	
14	Tie-ins	2	No.		0	
15	Drainage situations survey (Bridge)	2	No.		0	
16	Drainage situations survey (Culvert)	2	No.		0	
17	Drainage pipe section (non-situation size)	2	No.		0	
18	Flood plain data	2	No.		0	
19	Railroad Surveys	2	No.		0	
20	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre	4	0	
21	Process data	1	Mile	8	0	
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	1	0	
23	Field tie property lines/corners	2	Parcel	1	0	
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					14	

PRODUCTION-HOUR WORKSHEET <small>(revised 7/14)</small>						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Wilson Downing Improvements		CONSULTANT		Element	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		8/18/2023	
UTILITY COORDINATION						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
56	Utility Coordination Meeting	1	No.	2	3	6
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						6
RIGHT OF WAY PLANS						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel	5	1	5
61	Establish property and ownership		Parcel	5	2	10
62	Calculate Right of Way		Parcel	1	1	1
63	Prepare legal descriptions		Parcel	1	2	2
64	Complete Right of Way summary sheet		Parcel	1	1	1
65	Generate Right of Way strip map (scale 1" = 200')		Sheet	1	2	2
66	Prepare Right of Way Plans Submittal		LS	1	4	4
67	Right of Way revisions after Right of Way submittal		LS			0
R/W PLANS MISCELLANEOUS						
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
71						0
72						0
73						0
RIGHT OF WAY PLANS TOTAL						25

PRODUCTION-HOUR WORKSHEET (revised 7/14)					
COUNTY	Fayette	PROJECT TYPE			
ROUTE	Wilson Downing Improvements	CONSULTANT	Element		
DESC		REVIEWED BY			
ITEM NO.		PREPARED BY	SDS		
		DATE	8/18/2023		
FINAL PLAN PREPARATION					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS		4	0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile		8	0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.		1	0
85	Develop final roadway model	Mile		60	0
86	Develop proposed design	Mile		40	0
87	Generate plan sheets (scale 1" = 20')	Sheet		12	0
88	Generate profile sheets (scale 1" = 20')	Sheet		12	0
89	Detail cross sections (scale 1" = 5')	No.		1	0
90	Design entrances	No.		2	0
91	Revise roadway plans from soils report	Mile			0
DRAINAGE					
92	Develop pipe sections (< 54")	No.		2	0
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A <= 200 acres)	No.		2	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A => 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A => 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A => 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile		16	0
105	Develop Erosion Control Plan (scale 1"=100')	Mile		16	0
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
DRAINAGE MISCELLANEOUS					
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)					
COUNTY	Fayette		PROJECT TYPE		
ROUTE	Wilson Downing Improvements		CONSULTANT	Element	
DESC			REVIEWED BY		
			PREPARED BY	SDS	
ITEM NO.			DATE	8/18/2023	
FINAL PLAN PREPARATION (Continued)					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS		4	0
117	Prepare typical sections	No.		2	0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile		12	0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile		26	0
123	Calculate final quantities	Mile	0.1	16	2
124	Complete general summary	LS	0.2	8	2
125	Complete paving summary	LS	0.2	8	2
126	Complete drainage summary	LS	0.2	8	2
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	2	2
129	Plot/print copies of plans	LS		8	0
130	Plan revisions	Mile	0.3	8	2
131	Prepare final construction plans submittal	LS	1	2	2
MAINTENANCE OF TRAFFIC					
132	Write maintenance of traffic notes (TCP)	LS	1	2	2
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
FINAL PLANS MISCELLANEOUS					
138	LPA Documents	LS	0.1	40	4
139	Construction Bidding	LS	0.1	16	2
140	Signal Modification Plans	Each		40	0
141					0
142					
143					
144					
145					
FINAL PLANS TOTAL					22

PRODUCTION-HOUR WORKSHEET (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Wilson Downing Improvements		CONSULTANT		Element	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		8/18/2023	
MEETINGS						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
150	Prelim. line and grade inspection	1	No.	1	4	4
151	Drainage inspection	1	No.			0
152	Final inspection	1	No.	1	4	4
153	Misc. project coordination meetings	1	No.	1	3	3
154	Project team meetings	1	No.	1	4	4
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
MEETINGS TOTAL						15
PUBLIC INVOLVEMENT						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.		8	0
162	Attend Advisory Committee/Officials Meeting	1	No.	1	2	2
163	Prepare for Public Meetings/Hearings		No.		8	0
164	Attend Public Meetings/Hearings	1	No.	1	4	4
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
PUBLIC INVOLVEMENT MISCELLANEOUS						
167						0
168						0
169						0
PUBLIC INVOLVEMENT TOTAL						6
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	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
ITEM NO.		PREPARED BY	SDS
		DATE	8/18/2023
PRODUCTION-HOUR SUMMARY			
SURVEY TOTAL			14
LINE AND GRADE TOTAL			21
UTILITY COORDINATION TOTAL			6
RIGHT OF WAY PLANS			25
FINAL PLANS			22
MEETINGS TOTAL			15
PUBLIC INVOLVEMENT TOTAL			6
QA/QC TOTAL			0
GRAND TOTAL			109

ATTACHMENT 4

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway Louisville KY 40223	CONTACT NAME: Cheryl Clayton
	PHONE (A/C No. Ext): 502-244-1343 FAX (A/C No.):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: The Continental Insurance Company	35289
INSURER C: XL Insurance America Inc.	24554
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 702702303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			703929404	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			7039429385	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7039429399	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7039429418	5/1/2023	5/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			DPR5012501	5/1/2023	5/1/2024	Per Claim Aggregate 5,000,000 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban Co. Government
 Room 338, Government Center
 200 East Main Street
 Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE