

1. INTRODUCTION

This is the Scope of Contract ("SOC") for Contract No. RFP #30-2023 between Owner ("LFUCG"), an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes, with a mailing address of 200 East Main Street, Lexington, Kentucky, 40507, and Contractor (Davis H. Elliot Construction Company, Inc.). This contract between the parties consists of the following "Contract Documents" all of which constitute one instrument and are incorporated herein by reference:

- Exhibit A - RFP #30-2023 Utility Location Services, including:
 - Any addenda issued
 - All additional project specific information provided
- Exhibit B - Contractor's response to RFP, including:
 - Items of work and unit prices submitted at the time of bid
- Exhibit C – Locating Pricing

2. DESCRIPTION OF WORK

Contractor will receive facility locate requests directly from KY811 One-Call Center and manage the entire locating process for LFUCG. Contractor shall furnish all labor, supervision, tools, materials, paint, flags naming LFUCG and contractor phone number, equipment including a hardware compatible with the existing communication systems used by the KY811 One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by LFUCG and the KY811 One-Call Center on behalf of Owner, for a one-year period in accordance with the following specifications:

1. To respond to all KY811 excavation notices directed to LFUCG through the KY811 One-Call Center in accordance with current State Laws.
2. Provide sufficient qualified staff, equipment and supplies to perform the duties outlined in this Request for Proposal.
3. Receive and record locate requests from the One-Call center during normal business hours of the One-Call center and respond within required time frame.
4. Receive and record emergency locate requests during normal and after business hours and respond within two hours of the original call.
5. Digitally photograph all completed locate requests to include current site conditions.
6. Provide LFUCG direct access to Contractor's ticket management system by way of a customer portal using internet access with ability to view:
 - a. All tickets that are received "Real-Time" as tickets are received through the KY811 One-Call system on LFUCG's behalf
 - b. If locate is still open or completed
 - c. All post locate photo's to be attached to ticket number and viewable same day locate

completed

- d. All archived LFUCG's KY811 completed ticket information and post locate photos
7. Retain and safeguard the LFUCG location maps and records. Records shall not be disclosed or made available to any person not approved by the LFUCG.
8. Obtain all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services within Lexington.
9. Provide all circuits and equipment required to receive requests directly from the KY811 One- Call Center.
10. Normal business hours are between the hours of 7:00 a.m. through 5:00 p.m. Monday through Friday, except for holidays observed by the KY811 One-Call Center and weekends. Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation
11. Complete the requirements of a Normal Locate Request as outlined in the KY811 requirements, which is currently within two (2) business days.
12. Receive and respond to Emergency Locate Requests within two (2) hours of receipt by Contractor or as allowed by KY811 requirements.
13. When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner to determine next course of action.
14. If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of LFUCG and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.
15. Contractor shall at all times afford LFUCG access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.
16. Contractor to respond to all KY811 locate request locations and leave positive response that locating company has responded on the LFUCG's behalf. Post locate photo of worksite and positive response left.

LFUCG Responsibilities:

1. Provide maps and data in an electronic format at no charge to Contractor. ESRI files are available along with AutoCAD and PDF for supplemental information.
2. Provide sufficient copies and updates of the maps and diagrams of LFUCG's Underground Facilities for all Excavation Sites. The maps and diagrams in electronic format will reflect the most current information available to LFUCG.

3. Work with Contractor to arrange for the KY811 One-Call Center to send all Locate Requests directly to Contractor.
4. Responsible for all other contractual and cost obligations from the KY811 One-Call Center.
5. Work with Contractor to resolve discrepancies between mapping and actual facility locations to improve accuracy.
6. Provide access to signal cabinets and junction boxes as necessary to facilitate accurate underground location services.
7. LFUCG is allowed to clear its own tickets.

3. TERM/SCHEDULE OF WORK/RENEWALS

- 3.1 The term of this Contract ("Term") commences on the Effective Date and continues thereafter for twelve (12) months, unless terminated earlier in accordance with this Contract.
- 3.2 If this Contract is terminated, or if it expires prior to a work ticket or email completed, unless the parties agree otherwise in writing, the work ticket, or email, shall be completed pursuant to the terms of this Contract.
- 3.3 TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.
 - a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.
 - b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.
 - c. Organization acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that such funding is not appropriated in a future fiscal year, LFUCG's obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Organization. LFUCG shall exercise any application of this provision in good faith.

4. PRICING AND ADJUSTMENTS

- 4.1 In consideration of the performance of the Work by Contractor, Owner shall pay Contractor on a unit price basis in accordance with Contractor's Rates in Exhibit A.
- 4.2 Rates shall be held firm for the first year of the contract. After the first year of the Contract, any proposed changes in Rates shall be submitted to LFUCG prior to the requested effective date of the proposed Rates. In the event Contractor fails to provide a proposed revised rate sheet to Owner during this time period, the current Rates shall remain in effect until the Contract is otherwise amended.

5. INVOICING AND PAYMENT

- 5.1 Contractor shall issue invoices to Owner, and Owner shall pay properly submitted and accepted invoices. Invoices shall be submitted to 101 East Vine Street, Suite 300, 40502 Lexington, KY.

6. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- 6.1 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 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.
- 6.2 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 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.
- 6.3 These provisions shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this agreement.
- 6.4 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.
- 6.5 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, and hold harmless 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and executed by their respective authorized agents or officials, and, by signing this Contract, the parties agree that this Contract, and its incorporated documents, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, proposals, bids, or agreements, either written or oral. This Agreement is solely for the benefit of the parties hereto. This agreement runs for the entire duration of this project. Nothing herein should be construed as to create an agency, partnership, or joint employment situation with the Contractor.

Linda Gorton
OWNER
Signature: Linda Gorton
Printed Name: Linda Gorton
Title: Mayor
Date: 1/9/2024
WITNESS: Mackenzie Stock

DAVIS H. ELLIOT CONSTRUCTION CO., INC.
CONTRACTOR
Signature: Jeffrey R. Zellen
Printed Name: Jeffrey R. Zellen
Title: Vice President
Date: 1/4/2024
WITNESS: Stephanie Allen

EXHIBIT C

Davis H. Elliot Construction Company, Inc.
Locating Pricing

Traffic Signals

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	\$15.00	6,000	\$90,000.00
Projects Per 1/4 Hour (After 30 minutes)	\$12.75	100	\$1,275.00
Per Emergency Ticket	\$25.00	300	\$7,500.00
Non-At Fault Damage Investigations	\$84.00	1	\$84.00
Total			\$ 98,859.00

Fiber Optic

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	\$ 15.00	5,000	\$75,000.00
Projects Per 1/4 Hour (After 30 minutes)	\$ 12.75	100	\$1,275.00
Per Emergency Ticket	\$ 25.00	250	\$6,250.00
Non-At Fault Damage Investigations	\$ 84.00	3	\$252.00
Total			\$ 82,777.00

Streetlighting

Item	Proposed Pricing	Quantity	Extended
Per KY811 Ticket	\$ 15.00	2,000	\$30,000.00
Projects Per 1/4 Hour (After 30 minutes)	\$ 12.75	100	\$1,275.00
Per Emergency Ticket	\$ 25.00	100	\$2,500.00
Non-At Fault Damage Investigations	\$ 84.00	2	\$168.00
Total			\$ 33,943.00

At-Fault Damage Total Restoration Limit, per Occurrence	\$5,500.00
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*Vendors should describe how single 811 tickets with more than one type of facility to mark are priced.

Example: Vine Street @ Rose Street will have traffic signal wires, fiber optic cable, and streetlight circuits all belonging to LFUCG Division of Traffic Engineering.

What will be the charges for this or similar location?

Single Ticket Charge:	Davis H. Elliot Construction Co., Inc. shall offer a 45% discount on each ticket pricing when more than one service is present.
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Processing Fee per Cleared Ticket	\$5 per Ticket - this is flat price per ticket for instances where the ticket was cleared without a site visit.
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