

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **GRW, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Lane Allen Sidewalk Connectivity 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 **Lane Allen Sidewalk Connectivity 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, Property Valuation Administrator (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 three (3) copies 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. Prepare for review and approval by **OWNER** 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 three (3) copies 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: The **OWNER** may utilize in-house personnel to perform easement and right-of-way acquisition services or utilize the services of the **CONSULTANT**. The cost of services shall be agreed upon as a modification to the contract.

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".

Note: The **OWNER** may utilize in-house personnel to perform construction inspection services or utilize the services of the **CONSULTANT**. The cost of services shall be agreed upon as a modification to the contract.

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, 13. 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 **two hundred and five thousand nine hundred sixty-two dollars and zero cents (\$205,962.00)**.

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	\$1 million per

(Insurance Services Office Form CG 00 01)	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** may utilize in-house personnel to perform construction inspection services or may utilize the services of the **CONSULTANT**. This decision will be made prior to bid letting and the cost of services shall be agreed upon as a modification to the contract.

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 Scott Gabbard, 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 hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein as follows:
1. Engineering Services Agreement consisting of fourteen (14) pages
 2. Attachment 1 "Lane Allen Sidewalk Connectivity Project – Scope of Services" consisting of eighteen (18) pages including title sheet
 3. Attachment 2 "Fee Proposal" consisting of twelve (12) pages including title sheet

4. Attachment 3 "Certificate of Insurance" consisting of two (2) pages including title sheet

- 8.3. This Agreement together with the Attachments and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Attachments 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:

**GRW, INC.
801 Corporate Drive
Lexington, KY 40503**

BY: _____
LINDA GORTON, MAYOR

BY:  _____
RODERICK SAYLOR, P.E.
SENIOR VICE PRESIDENT

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Celene Florentina Dorsey, as the duly authorized representative for and on behalf of GRW, INC., on this the 12 day of August, 2024.

My commission expires: 10-04-2025.

 _____
NOTARY PUBLIC



ATTACHMENT 1

SCOPE OF SERVICES

Attachment 1

Lane Allen Sidewalk Connectivity Project - Scope of Services and Related Matters

The basic services outlined in this Scope of Services document include the preliminary and final design for the Lane Allen Sidewalk Connectivity Project.

PROJECT INFORMATION

Project Manager – Scott Gabbard, P.E.

Location – Portions of Lane Allen Rd. between Traveller Rd. and Harrodsburg Rd.

Funding – Surface Transportation Program (SLX) – Federal Funds, MAP

Facility – Approximately 0.75 miles of sidewalk

BACKGROUND

The approximate 6,000 feet section of Lane Allen Road between Harrodsburg Road and Traveller Road has residences, schools, churches, and a group of shopping centers along the route. This section considered currently has a lack in continuity of sidewalks to enable safe pedestrian traffic to and from these facilities. This project will make sidewalks continuous on one side of Lane Allen Road, both sides when possible within the existing right-of-way limits, and to provide access to cross at all signalized intersections.

DESCRIPTION

Essential features of the *Lane Allen Rd Sidewalk Connectivity Project* include:

- Make sidewalks continuous on one side of Lane Allen Rd between Traveller Rd and Harrodsburg Rd, both sides when possible within the existing right-of-way limits, and to provide access to cross at all signalized intersections. The design should consider 5' wide sidewalk where possible (likely between Beacon Hill Rd and Harrodsburg Rd), while the rest will likely be 4' wide to match existing conditions.
- The speed limit is 35 mph and the majority of the road section is rural. The new sidewalk will be constructed within the existing right-of-way either abutting the road with curb and gutter (where no other option is available) or with a widened utility strip for separation from the travelled way.

- At the intersection of Lane Allen Rd and Alexandria Dr. is an asphalt island. Design shall include pedestrian crossing for all four corners of the intersection, through the island, and across the slip lane with pedestrian signals and striping, as needed.
- On the north side of Lane Allen Rd between 801 and 837 Lane Allen Rd, there is a drainage ditch with some detention properties that may limit the roadway section. Existing right-of-way runs through the middle of the drainage ditch (see Exhibit E provided), which limits the sidewalk addition to the south side of the drainage ditch. Preliminary design should consider the hydraulic properties of this area to ensure this project does not increase runoff. Alternatives for this area should be presented along with preliminary estimates to determine the most feasible design.
- Develop intersection improvements for Lane Allen Rd. at Harrodsburg Rd. to allow for safe pedestrian crossings through all four corners. Plans for a pedestrian access upgrade of this intersection were prepared in 2016 will be provided and may be used as a starting point.
- There are rock walls located at 1029 Lane Allen Rd and 783 Lane Allen Rd. These walls may require special conditions for compliance with KYHC/SHPO.
- Design shall include evaluation of and proposed solution(s) for pedestrian navigation from the intersection of Lane Allen and Harrodsburg to the end of the strip mall across from the Turfland Mall entrance to Home Depot. This section is currently dominated by undefined entrances and pull-in parking.

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 one full sized 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. Cultural Historic Analysis and Section 106 Consultation Scope

- 4.1. Conduct the cultural resources assessment, prepare the report in accordance with the current Commonwealth of Kentucky's State Historic Preservation Office (SHPO) specifications that identifies properties listed on the National Register of Historic Places (NRHP), provide considerations for additional properties having characteristics making them eligible for the NRHP, and assess the effects on these resources that may occur as a result of implementing the project.
- 4.2. Develop the Area of Potential Effect (APE) using USGS topographic maps and geographic information system (GIS) aerial data. The recommended APE is anticipated to be the default distance of 150 feet on each side of the proposed centerline under KYTC's programmatic agreement with SHPO for concurrence with the APE.
- 4.3. Conduct research using Kentucky Heritage Council and SHPO files and libraries for completed surveys, NRHP sites, and significant events in the project area.
- 4.4. Conduct title and archival research on properties identified as potentially eligible for the NRHP.
- 4.5. Prepare a summary of existing or proposed contexts with appear to apply to context development.
- 4.6. Conduct assessments of up to 43 sites with the APE:
 - a. Reevaluate current NRHP sites.
 - b. Conduct windshield survey of sites within the APE.
 - c. Evaluate and photograph sites that appear greater than 45 years old.
 - d. Prepare survey forms for properties more than 45 years old.
 - e. Document boundaries for potentially eligible properties.
 - f. Develop effects determinations for each alternative and each eligible property.
- 4.7. Communicate historic property survey results, including effect determinations, with KYTC approved Consulting Parties. Individual Consulting Party meetings are not anticipated.
- 4.8. Prepare the following exhibits:

- a. Location exhibits for each survey form.
 - b. Topographic maps for sites potentially eligible for the NRHP using USGS map and GIS aerial mapping.
- 4.9. NRHP figures will include project mapping to show the property locations proximity to potential alternatives.
 - 4.10. Prepare and submit an electronic draft Eligibility and Effects Report for properties within the established APE including photographs, brief site descriptions, eligibility determinations, effects analysis and survey forms, inventory of sites, and historic context.
 - 4.11. Attend meeting with OWNER, KYTC, and SHPO to discuss draft report.
 - 4.12. Review and respond to OWNER, KYTC, and SHPO comments.
 - 4.13. Prepare a PDF copy of the final Eligibility and Effects Report. Prepare one (1) hard copy and an electronic copy of the survey forms.

5. Final Plans, Specifications, and Bid Documents

- 5.1. Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one full sized paper copy 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.

5.2. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is 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

14. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Lane Allen Sidewalk – Segment 1
- Exhibit B – Lane Allen Sidewalk – Segment 1 with Sewers
- Exhibit C – Lane Allen Sidewalk – Segment 2
- Exhibit D – Lane Allen Sidewalk – Segment 2 with Sewers
- Exhibit E – Lane Allen Rd 801 to 837 Drainage Ditch

Exhibit A - Lane Allen Sidewalk - Segment 1

Location for first proposed segment of sidewalk on Lane Allen Rd. between Traveller Rd. and Alexandria Dr.

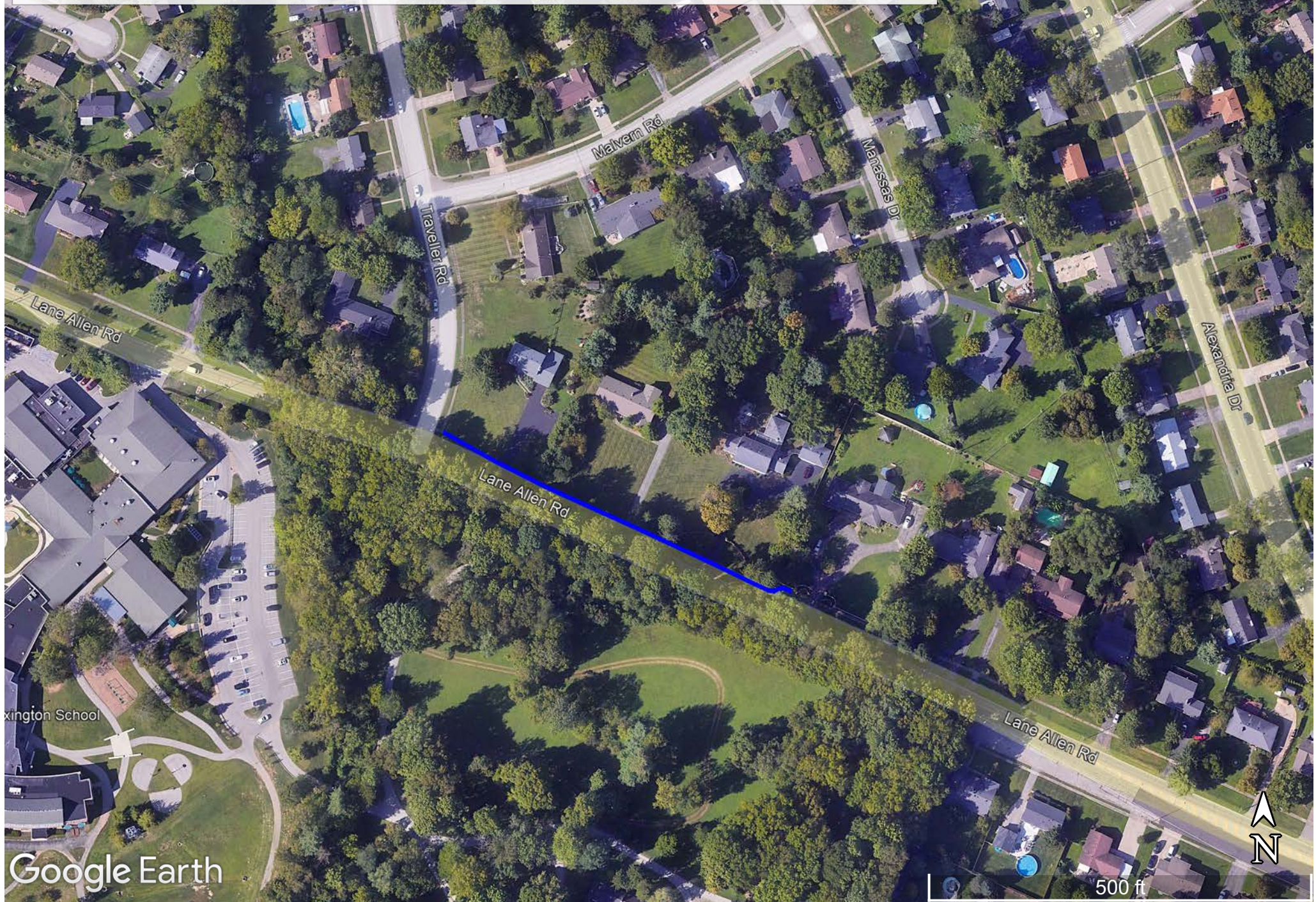


Exhibit B - Lane Allen Sidewalk -
Segment 1 with Sewers

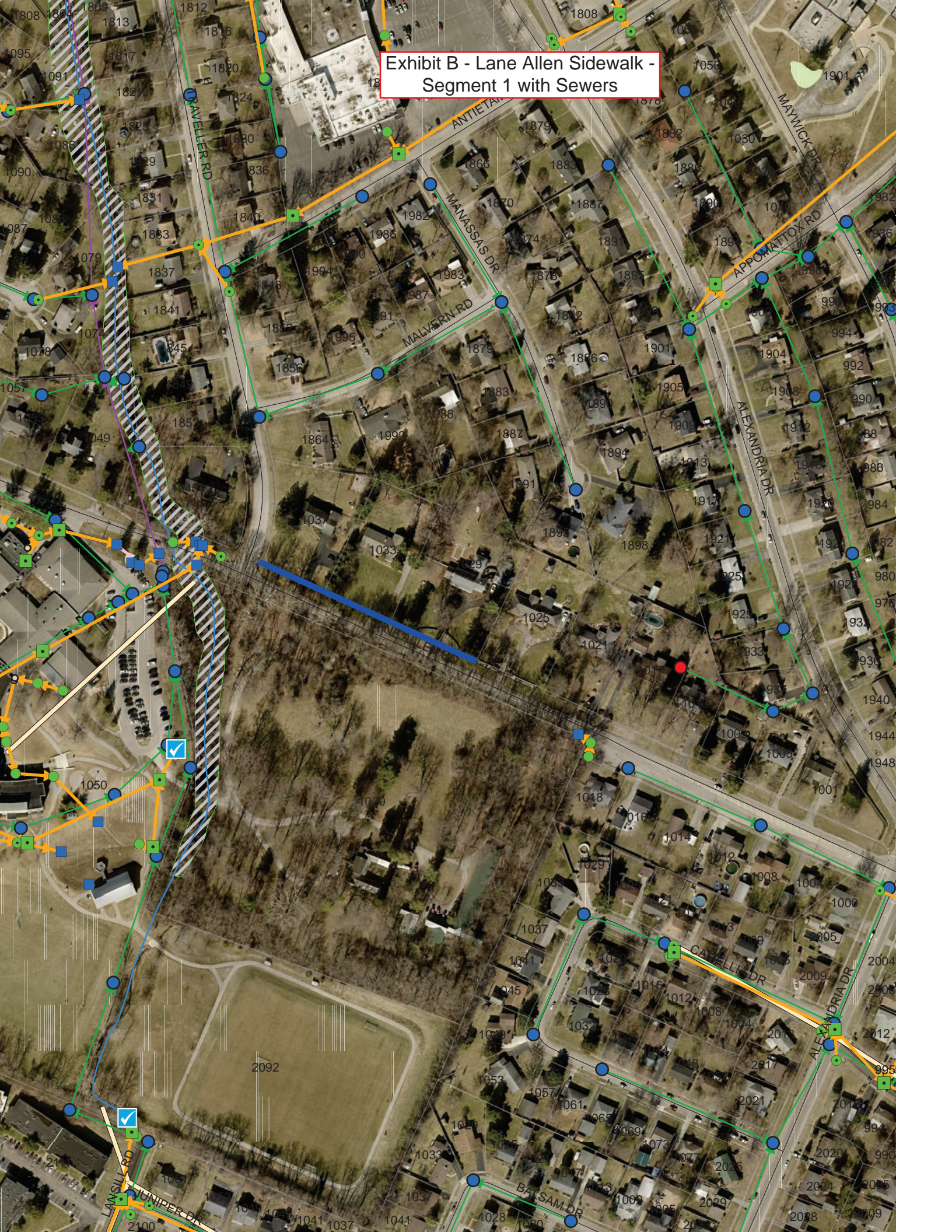


Exhibit C - Lane Allen Sidewalk - Segment 2

Location for second proposed segment of sidewalk on Lane Allen Rd. between Beacon Hill Rd. and Harrodsburg Rd.

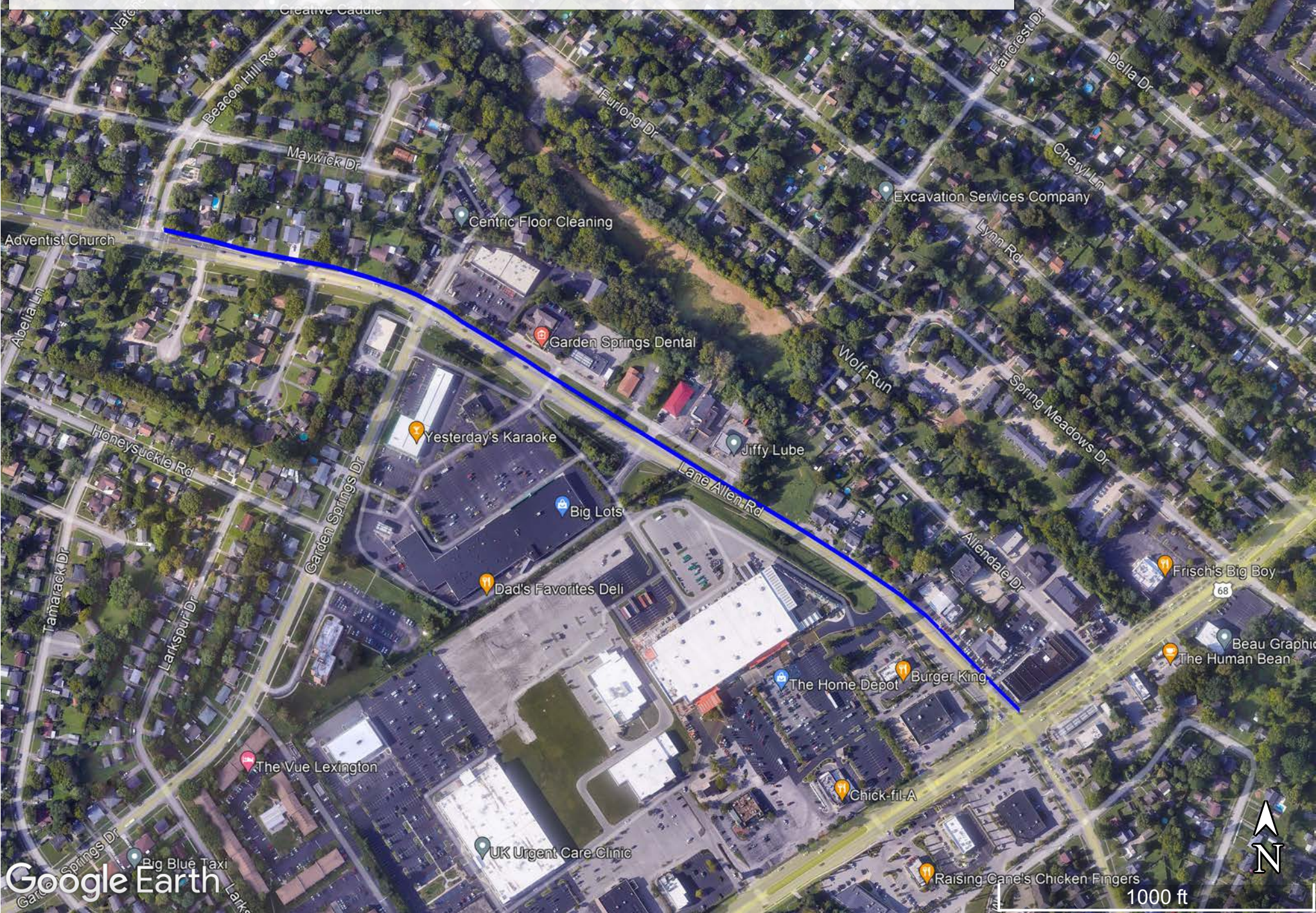


Exhibit D - Lane Allen Sidewalk -
Segment 2 with Sewers

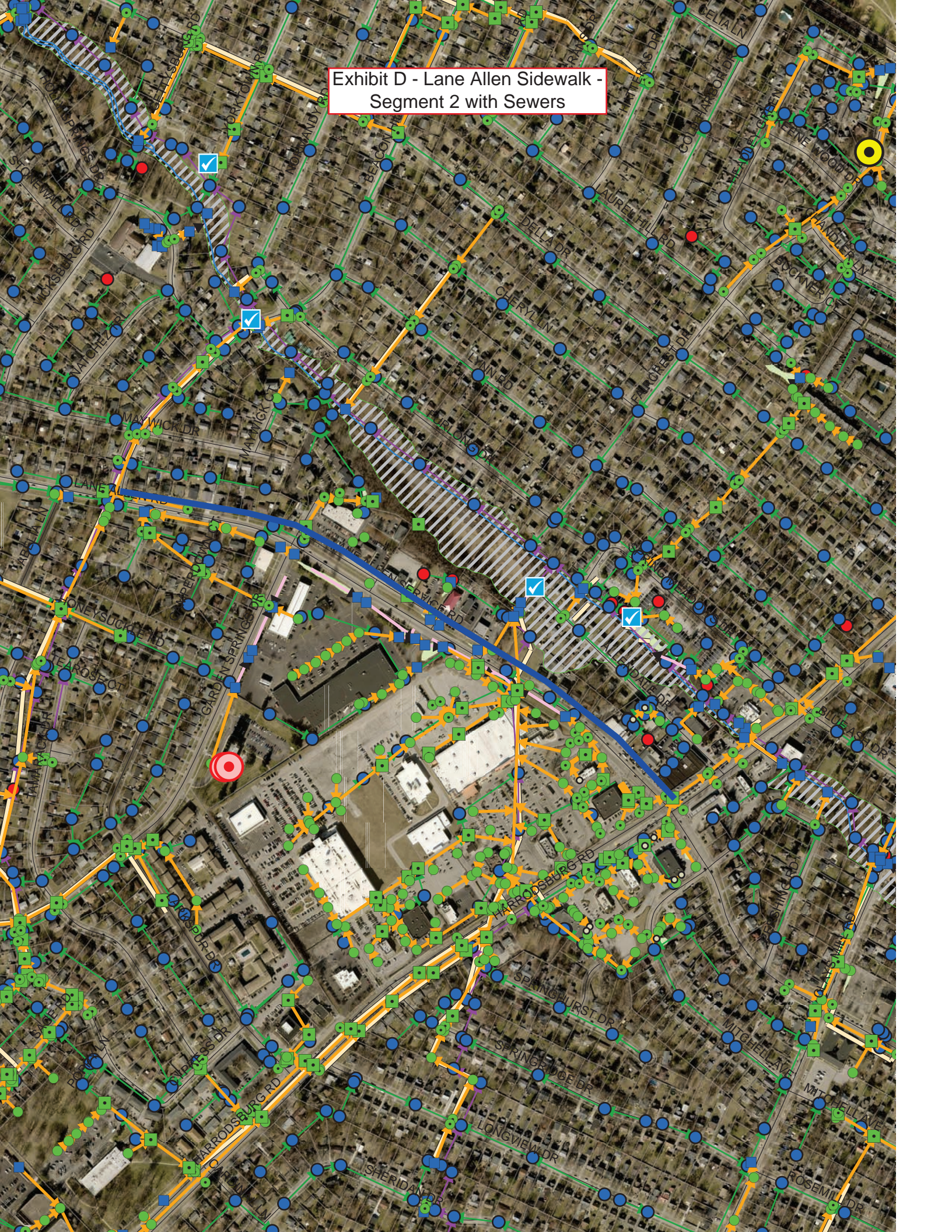


Exhibit E - Lane Allen 801 to 837 Drainage Ditch



ATTACHMENT 2

FEE PROPOSAL



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

Rev. 12/2022

Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	May 15, 2024	COUNTY:	Fayette	ITEM #:	
PROJECT:	Lane Allen Sidewalk Connectivity				
DESC:	Add sidewalks along Lane Allen between Harrodsburg Road and Traveler Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
1. Survey	191	191	\$ 59.97	\$ 11,454.27
2. Line and Grade	198	198	\$ 64.32	\$ 12,735.36
3. Utility Coordination	4	4	\$ 55.48	\$ 221.92
4. Right of Way Plans	0	0	\$ 62.87	\$ -
5. Final Plans	431	431	\$ 61.04	\$ 26,308.24
7. Meetings	36	36	\$ 65.65	\$ 2,363.40
8. Public Involvement	12	12	\$ 69.85	\$ 838.20
9. QA/QC	30	30	\$ 68.60	\$ 2,058.00
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	902	902	\$ 62.06	\$ 55,979.39

OVERHEAD (186.24 %)	\$ 104,256.02
PROFIT (15.00 %)	\$ 24,035.31
COST OF MONEY (%)	\$ -

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	\$ -

SUBCONSULTANTS	AMOUNT
CRA	\$ 21,691.00
TOTAL SUBCONSULTANTS	\$ 21,691.00

TOTAL FEE	\$ 205,962
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: GRW	SIGNED BY: Roderick Saylor	
	SVP	6/11/24
CONSULTANT SIGNATURE	TITLE	DATE
	Municipal Engineer, Sr.	06/12/2024
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	Sidewalk
ROUTE	Lane Allen Rd	CONSULTANT	GRW
DESC	Sidewalk Conectivity	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

SURVEY

No.	ITEM	CREW	UNIT	AMOUNT	UCG HRS/UNIT	LFUCG HOURS	GRW HRS/UNIT	GRW HOURS	AGREED HRS/UNIT	AGREED HOURS
RECONNAISSANCE										
1	Control - (existing)	1	Mile	1	4	4	1	1	1	1
2	Utilities - (data gathering, identification & contact)	1	Lump Sum	1	8	8	8	8	8	8
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	1	4	4	8	8	8	8
CONTROL										
4	Horizontal	2	Mile	1	8	16	4	8	4	8
5	Vertical	2	Mile	1	8	16	4	8	4	8
6	Process data	1	Mile	1	2	2	5	5	5	5
PLANIMETRIC SURVEY										
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	1	16	32	10	20	10	20
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	1	16	16	8	8	8	8
9	Subsurface Utility Engineering, Quality Level B	1	LS			0		0		0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0		0		0
11	Process data	1	Mile	1	20	20	10	10	10	10
TERRAIN SURVEY										
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Acre	8.03	1	16	2.5	40	2.5	40
13	Verify terrain model accuracy	2	Mile	1	8	16	3	6	3	6
14	Tie-ins	2	No.	8	1	16	1	16	1	16
15	Drainage situations survey (Bridge)	2	No.			0		0		0
16	Drainage situations survey (Culvert)	2	No.			0		0		0
17	Drainage pipe section (non-situation size)	2	No.			0		0		0
18	Flood plain data	2	No.			0		0		0
19	Railroad Surveys	2	No.			0		0		0
20	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre			0		0		0
21	Process data	1	Mile	1	16	16	10	10	10	10
ESTABLISH PROPERTY LINES & OWNERSHIP										
22	Contact & Interview Property Owners	1	Parcel	43	0.5	22	1	43	1	43
23	Field tie property lines/corners	2	Parcel			0		0		0
STAKING										
24	Stake centerlines, approaches, detours	2	Mile			0		0		0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0		0		0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0		0		0
SURVEY MISCELLANEOUS										
27	Determine roadway elevations (Crown and EP)	2	Mile			0		0		0
28	Environmental areas	2	No.			0		0		0
29						0		0		0
SURVEY TOTAL						204		191		191

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	HRS/UNIT	HOURS	HRS/UNIT	HOURS	
30	Computer setup	LS	1	8	8	2	2	2	2	
31	Prepare existing manuscripts	Mile	1	8	8	12	12	12	12	
32	Establish approximate property lines and ownership	Parcel	43	1	43	0.3	13	0.3	13	
33	Study and develop typical sections	No.	4	4	16	3	12	3	12	
34	Study and develop horizontal alignments	Mile	1	28	28	16	16	16	16	
35	Study and develop vertical alignments	Mile	1	12	12	12	12	12	12	
36	Create and evaluate proposed roadway models	Mile	1	8	8	20	20	20	20	
37	Design entrances	No.	24	1	24	1	24	1	24	
38	Pre-size pipes (all alternates)	No.			0		0		0	
39	Pre-size culverts (all alternates)	No.			0		0		0	
40	Pre-size bridges (all alternates)	No.			0		0		0	
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Procedure)	Intersection			0		0		0	
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection			0		0		0	
42	Study and development of interchange	No.			0		0		0	
43	Study and development of intersection	No.			0		0		0	
44	Study and develop maintenance of traffic plan	Sheets	3	6	18	3	9	3	9	
45	Plot/print copies of plans for team meeting and inspections	LS	1	12	12	1	1	1	1	
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	20	20	8	8	8	8	
47	Revise plans and estimates	LS	1	32	32	16	16	16	16	
48	Preliminary Right of Way with taking areas	Parcel	43	0.25	11	0.3	13	0.3	13	
49	Prepare Design Executive Summary	LS	1	8	8	8	8	8	8	
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			0		0		0	
PRELIMINARY LINE & GRADE MISCELLANEOUS										
51	Landscaping Plan	LS	1	8	8	12	12	12	12	
52	Pedestrian Signal Plan	LS	1	8	8	12	12	12	12	
53	Prepare Signing Plan	LS	1	4	4	8	8	8	8	
54					0		0		0	
55					0		0		0	
PRELIMINARY LINE AND GRADE TOTAL						268		198		198

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>Fayette</u>	PROJECT TYPE	<u>Sidewalk</u>
ROUTE	<u>Lane Allen Rd</u>	CONSULTANT	<u>GRW</u>
DESC	<u>Sidewalk Connectivity</u>	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS	HRS/UNIT	HOURS	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	2	2	8	1.1	4	1.1	4
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0		0		0
58	Develop Utility Relocation Plans (1"=50')		Mile			0		0		0
UTILITY COORDINATION MISCELLANEOUS										
59										
UTILITY COORDINATION TOTAL						8		4		4

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	HRS/UNIT	HOURS	HRS/UNIT	HOURS	
60	Deed research	Parcel			0		0		0	
61	Establish property and ownership	Parcel			0		0		0	
62	Calculate Right of Way	Parcel			0		0		0	
63	Prepare legal descriptions	Parcel			0		0		0	
64	Complete Right of Way summary sheet	Parcel			0		0		0	
65	Generate Right of Way strip map (scale 1" = xxx')	Sheet			0		0		0	
66	Prepare Right of Way Plans Submittal	LS			0		0		0	
67	Right of Way revisions after Right of Way submittal	LS			0		0		0	
R/W PLANS MISCELLANEOUS										
68	Deed Research for Existing Alignments	LS			0		0		0	
69	Deed Research for Existing Parcels	Parcel			0		0		0	
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0		0		0	
71										
72										
RIGHT OF WAY PLANS TOTAL						0		0		0

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	HRS/UNIT	HOURS	HRS/UNIT	HOURS	
80	Computer setup	LS	1	4	4	4	4	4	4	
81	Update existing topography and terrain model	Mile	1	4	4	4	4	4	4	
82	Refine alignments (horizontal & vertical)	Mile	1	12	12	16	16	16	16	
83	Develop pavement design	No.	1	1	1	1	1	1	1	
84	Finalize templates & transitions	No.			0		0		0	
85	Develop final roadway model	Mile	1	10	10	20	20	20	20	
86	Develop proposed design	Mile	1	32	32	48	48	48	48	
87	Generate plan sheets (scale 1" = 20')	Sheet	12	2	24	2	24	2	24	
88	Generate profile sheets (scale 1" = 20')	Sheet			0		0		0	
89	Detail cross sections (scale 1" = 10' at 50' spacing)	No.	105	0.25	26	0.25	26	0.25	26	
90	Design entrances	No.	24	0.25	6	2	48	2	48	
91	Revise roadway plans from soils report	Mile			0		0		0	
DRAINAGE										
92	Develop pipe sections (< 54")	No.	2	8	16	6	12	6	12	
93	Develop drainage system map	Mile			0		0		0	
94	Develop drainage situation (bridge)	No.			0		0		0	
95	Develop drainage situation (culvert)	No.			0		0		0	
96	Develop blue line stream channel change (=> 200')	No.			0		0		0	
97	Drainage analysis (entrance pipes)	No.			0		0		0	
98	Drainage analysis (A <= 200 acres)	No.	3	8	24	4	12	4	12	
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0		0		0	
100	Drainage analysis (A >= 1.0 sq. mile) level 1 analysis	No.			0		0		0	
101	Drainage analysis (A >= 1.0 sq. mile) level 2 analysis	No.			0		0		0	
102	Drainage analysis (A >= 1.0 sq. mile) level 3 analysis	No.			0		0		0	
103	Special drainage studies	No.			0		0		0	
104	Roadway ditches and channels	Mile	0.14	30	4	20	3	20	3	
105	Develop Erosion Control Plan	Mile	1	20	20	8	8	8	8	
106	Inlet spacing calculations	No.			0		0		0	
107	Storm sewers calculations	No.	6	2	12	3	18	3	18	
108	Perform scour analysis	No.			0		0		0	
109	Assemble prelliminary and final drainage folders	LS			0		0		0	
110	Prepare advanced situation folder - bridge	No.			0		0		0	
111	Prepare advanced situation folder - culvert	No.			0		0		0	
DRAINAGE MISCELLANEOUS										
112		LS			0		0		0	
113					0		0		0	
114					0		0		0	
115					0		0		0	

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	HRS/UNIT	HOURS	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4	8	8	8	8
117	Prepare typical sections	No.	5	2	10	2	10	2	10
118	Prepare Interchange geometric approval	No.			0		0		0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	<u>Fayette</u>	PROJECT TYPE	<u>Sidewalk</u>
ROUTE	<u>Lane Allen Rd</u>	CONSULTANT	<u>GRW</u>
DESC	<u>Sidewalk Conectivity</u>	REVIEWED BY	
ITEM NO.		PREPARED BY	
		DATE	

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL		204	191	191
LINE AND GRADE TOTAL		268	198	198
UTILITY COORDINATION TOTAL		8	4	4
RIGHT OF WAY PLANS TOTAL		0	0	0
FINAL PLANS TOTAL		379	431	431
MEETINGS TOTAL		48	36	36
PUBLIC INVOLVEMENT TOTAL		24	12	12
QA/QC TOTAL		15	30	30
CONSTRUCTION PHASE SERVICES TOTAL		0	0	0
GRAND TOTAL		946	902	902

GRW ENGINEERS, INC.

CLASSIFICATION AND PERCENTAGES FOR DESIGN AND

DETERMINATION OF AVERAGE RATES

Lane Allen Sidewalk Connectivity

ITEM NO.

	% CLASSIFICATION	HOURLY RATE	COST
SURVEYS			
Principal	5	76.03	3.8015
Engineer VI	15	78.56	11.784
Engineer IV	40	65.34	26.136
Senior Designer	40	45.62	18.248
	100%	Average Rate =	59.97
PRELIMINARY LINE AND GRADE			
Engineer VI	30	78.56	23.568
Engineer IV	40	65.34	26.136
Engineer II	20	50.29	10.058
Senior Designer	10	45.62	4.562
	100%	Average Rate =	64.32
UTILITY COORDINATION			
Engineer IV	50	65.34	32.67
Senior Designer	50	45.62	22.81
	100%	Average Rate =	55.48
RIGHT OF WAY			
Engineer VI	30	78.56	23.568
Engineer IV	35	65.34	22.869
Engineer II	10	50.29	5.029
Senior Designer	25	45.62	11.405
	100%	Average Rate =	62.87
FINAL PLAN PREPARATION			
Engineer VI	15	78.56	11.784
Engineer IV	35	65.34	22.869
Engineer III	20	56.52	11.304
Engineer II	30	50.29	15.087
	100%	Average Rate =	61.04

MEETINGS

Engineer VI	40	78.56	31.424
Engineer IV	30	65.34	19.602
Engineer II	20	50.29	10.058
Senior Designer	10	45.62	4.562
	100%	Average Rate =	65.65

PUBLIC INVOLVEMENT

Principal	5	76.03	3.8015
Engineer VI	45	78.56	35.352
Engineer IV	40	65.34	26.136
Senior Designer	10	45.62	4.562
	100%	Average Rate =	69.85

QA/QC

Engineer V	50	71.85	35.925
Engineer IV	50	65.34	32.67
	100%	Average Rate =	68.6



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

TC 40-2
 Rev. 08/2017
 Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	May 17 2024	COUNTY:	Fayette	ITEM #:	
PROJECT:	Lane Allen Road LPA Sidewalk Project				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Research	36		\$ 33.54	\$ 1,207.44
Exhibit Preparation	7		\$ 28.97	\$ 202.79
Administrative Review	8		\$ 39.60	\$ 316.80
Report Preparation	213		\$ 29.86	\$ 6,360.18
Meetings	6		\$ 43.36	\$ 260.16
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS	270			
			TOTAL DIRECT PAYROLL	\$ 8,347.37
			OVERHEAD (122.71 %)	\$ 10,243.06
			PROFIT (15.00 %)	\$ 2,788.56
			COST OF MONEY (0.37 %)	\$ 30.89

DIRECT COSTS	AMOUNT
see attached	\$ 281.50
TOTAL DIRECT COSTS	\$ 281.50

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	\$ -

TOTAL FEE	\$ 21,691
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Cultural Resource Analysts, Inc.	SIGNED BY: Steve Creasman	
	Executive Vice President	5/17/2024
CONSULTANT SIGNATURE	TITLE	DATE
	Municipal Engineer, Sr.	06/12/2024
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET						
COUNTY	Fayette			PROJECT TYPE	Sidewalk	
ROUTE	Lane Allen Road			CONSULTANT	CRA	
DESC.	LPA Sidewalk Project along					
	Lane Allen Road Lexington			PREPARED BY		
ITEM NO.	07-418.00			DATE		
Cultural Historic						
No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research		2 Hours	1	6	12
2	Field Research		2 Hours	1	12	24
3	Context Development		Hours			0
Total						36
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area		Hours			0
5	Plans or Construction maps		Hours			0
6	CADD Operator		1 Hours	1	7	7
Total						7
ADMINISTRATIVE REVIEW						
7	Typing and Clerical		1 Hours	1	4	4
8	Administrative Review		2 Hours	1	2	4
Total						8
REPORT PREPARATION						
10	Report Writing Draft		2 Hours	1	70	140
11	Report Writing Final		2 Hours	1	16.5	33
12	Survey Forms		1 No.	40	1	40
13	Development/Approval of Area of Potential Effect		Hours			0
14						0
Total						213
MEETINGS AND COORDINATION						
15	Meeting with District and/or Project Team		1 Hours	1	2	2
16	Section 106 Meeting		1 Hours	1	4	4
17	Response to SHPO/DEA/FHWA		Hours			0
Total						6
SURVEY MISCELLANEOUS						
24			Hours			0
25			Hours			0
Total						0

CULTURAL HISTORIC SURVEY GRAND TOTAL

270

CULTURAL RESOURCE ANALYSTS, INC.

Kentucky Transportation Cabinet Project Fee Proposal Worksheet

Date:	May 17 2024
Project Name:	Lane Allen Road LPA Sidewalk
Project Description:	Lane Allen Road LPA Sidewalk
County:	Fayette
Item Number:	
Estimator:	Spurlock
Project Manager:	Spurlock
Work to be Done:	Field work and baseline report; est. 43 sites

Pre-field Budget -- Code 01

Direct Costs	Units	Rate	Subtotal
KHC Records Review	1	\$140.00	\$140.00
			\$140.00

Field and Out of Office Archival Research Budget -- Code 02

Direct Costs	Units	Rate	Subtotal
Mileage 2-Wheel (per mile)	10	\$0.45	\$4.50
Car Rental	1	\$89.00	\$89.00
Gas for rental car	3	\$4.00	\$12.00
Misc. Field Supplies Phase I (per day)	1	\$10.00	\$10.00
			\$115.50

Report -- Code 05

Direct Costs	Unit	Rate	Subtotal
Photocopies (Color Copier 8 1/2x11) per page	20	\$0.50	\$10.00
Photocopies (Color Copier 11x17) per page	4	\$1.00	\$4.00
Photocopies (B&W 8 1/2x11) per page	30	\$0.10	\$3.00
			\$17.00

Meetings and Section 106 Coordination -- Code 07

Direct Costs	Units	Rate	Subtotal
Mileage 2-Wheel (per mile)	20	\$0.45	\$9.00
			\$9.00

Total Direct Costs

Direct Costs			\$281.50
Total Direct Costs			\$281.50

CLASSIFICATIONS AND PERCENTAGES

COUNTY Fayette
CONSULTANT Cultural Resource Analysts, Inc.
PROJECT Lane Allen Road LPA Sidewalk Project
ITEM NO. _____

POSITION	AVG. RATE	ITEM	ITEM	ITEM	ITEM	ITEM	ITEM
Pl	\$83.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Arch. Hist. III	\$43.36	\$14.74 34.0%	\$0.00	\$16.48 38.0%	\$4.34 10.0%	\$43.36 100.0%	
Arch. Hist. II	\$28.49	\$18.80 66.0%	\$0.00	\$0.00	\$22.79 80.0%	\$0.00	
Arch. Hist. I	\$23.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Field/Lab Tech III	\$19.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Field/Lab Tech II	\$15.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Field/Lab Tech I	\$12.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Lab. Director	\$29.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Cad Oper. II		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Cad Oper. I	\$28.97	\$0.00	\$28.97 100.0%	\$0.00	\$0.00	\$0.00	
Pub. Dir.	\$27.34	\$0.00	\$0.00	\$3.28 12.0%	\$2.73 10.0%	\$0.00	
Pub. Assist. I	\$21.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Clerical III	\$39.68	\$0.00	\$0.00	\$19.84 50.0%	\$0.00	\$0.00	
Clerical I	\$21.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL		\$33.54 100%	\$28.97 100%	\$39.60 100%	\$29.86 100%	\$43.36 100%	

as of September 7, 2023

ATTACHMENT 3

CERTIFICATE OF INSURANCE

