

Contract #213-2014

**ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of Aug. 28, 2014 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Integrated Engineering, PLLC** (**CONSULTANT**). **OWNER** intends to proceed with the **Meadows-Northland-Arlington Neighborhood Improvement Projects Phases 5D, 5E and 5F Engineering Design Services**, as described in the attached Scope of Services document. The services include a design and preparation of complete construction plans and specifications to construct specific turn lane modifications at the Man o' War intersections with Alumni Drive, Richmond Road and Pink Pigeon Parkway. It also includes all work associated with preparing permit applications to facilitate the construction. The services are hereinafter referred to as the "Project".

**OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree with respect to the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

**CONSULTANT** shall provide professional consulting services for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

**SECTION 1 - BASIC SERVICES OF CONSULTANT****1.1. General**

**CONSULTANT** shall perform professional services as hereinafter stated that include customary planning and civil engineering services, and customary surveying services incidental thereto.

**1.2. Final Design Phase**

After written authorization to proceed with the design, **CONSULTANT** shall:

- 1.2.1. On the basis of the "Scope of Services" per attached Exhibit A, conduct field surveys and gather other necessary data or information, prepare final design documents consisting of final design drawings, specifications and estimate of probable cost.
- 1.2.2. Prepare such documents, design data and permit applications as may be required to obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, or jurisdiction over existing natural elements that will be impacted by construction and assist the **OWNER** in obtaining such approvals by negotiations with appropriate authorities.
- 1.2.3. Furnish copies of the design documents to **OWNER** and to any utilities that could potentially be impacted, at approximately 60 percent completion and again at 90

percent complete. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

- 1.2.4. Advise **OWNER** of any adjustments to the latest estimate of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised estimate of probable Project cost based on the Drawings and Specifications.
- 1.2.5. Prepare for review and approval by **OWNER**, required Local Public Agency (LPA) documents, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid, instructions to bidders, addenda and other related documents.
- 1.2.6. Furnish copies as indicated in the Scope of Services of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

**NOTE:** The duties and responsibilities of **CONSULTANT** during Right of Way and Final Design phases are amended and supplemented as indicated in Exhibit A "SCOPE OF SERVICES"

### 1.3. **Bidding Phase**

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

- 1.3.1. Finalize all documents, including addenda, in a format suitable for reproduction and distribution to bidders and deliver originals to the location directed by **OWNER**.
- 1.3.2. Assist **OWNER** in evaluating bids or proposals by prime contractors.
- 1.3.3. Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractors (hereinafter called "Contractors") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.3.4. Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

### 1.4. **Construction Phase**

During the Construction Phase, **CONSULTANT** shall:

- 1.4.1. Consult with and advise **OWNER** as requested.
- 1.4.2. When requested by **OWNER**, make visits to the site as an experienced and qualified design professional to determine that work is proceeding in accordance with the Contract Documents. **CONSULTANT** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.
- 1.4.3. Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each

Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incidental thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s).

- 1.4.4. Conduct an inspection, with **OWNER**, to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder.

## **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.
- 4.2. The provisions of this Section Four and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

#### **SECTION 5 - PAYMENTS TO CONSULTANT**

##### **5.1 Methods of Payment for Services of CONSULTANT**

###### **5.1.1 For Basic Services**

**OWNER** shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **\$110,500**.

### **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 **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. The **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and venue shall lie in a court of competent jurisdiction in Fayette County, Kentucky.

**6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

**6.5. Disputes**

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning, Preservation and Development, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

**6.6. Accuracy of CONSULTANT'S Work**

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

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

It is not the intent of this contract to have the **CONSULTANT** size or evaluate the capacity of the Sanitary Sewer Piping System or the Storm Sewer Piping System.

**6.7. Security Clause**

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any

public or private organization except the **OWNER** without prior approval of the **OWNER**.

**6.8. Access to Records**

The **CONSULTANT** and any subconsultant 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 years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

**6.9. Resident Services During Construction.**

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

**6.10. Required Risk Management Provisions.**

**6.10.1 GENERAL**

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

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**ENTITY**" shall be defined as follows:

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

**6.10.2 INDEMNITY**

- 6.10.2.1 It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance



or failure to perform any work required thereby. **CONSULTANT** shall indemnify, save, hold harmless and defend **ENTITY** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

**6.10.2.2** Prior to and including the contract commencement date, owner shall have the right to examine and inspect the job sites, at any time during reasonable business hours. **ENTITY** reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve **CONSULTANT** of its obligations hereunder.

### **6.10.3 FINANCIAL RESPONSIBILITY**

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

### **6.10.4 INSURANCE REQUIREMENTS**

#### **6.10.4.1** Required Insurance Coverages

**CONSULTANT** shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the **CONSULTANT**. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater. Below are minimum insurance requirements set to protect the **ENTITY** interest in this agreement. However, it does not limit the **CONSULTANT'S** liability and necessary additional limits of coverage are at the **CONSULTANT'S** discretion. SEE "EVIDENCE OF INSURABILITY" FORM FOR SUBMISSION OF BID.

**6.10.4.1.1** Professional Liability providing coverage of at least \$1 million per occurrence, \$2 million aggregate.

- a. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials,

employees, agents, boards, consultants, assigns, volunteers and successors in interest".

- b. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.2** Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- b. Business Interruption Coverage must be included.
- c. Endorsements naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- d. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507

**6.10.4.1.3** Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.4** Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage with:

- a. Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior notice by certified mail, return receipt requested to

Lexington-Fayette Urban County Government, 200 East Main Street,  
Lexington, Kentucky 40507.

**6.10.4.2**      Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or better) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

**6.10.4.3.**      Notice of Coverage Renewals for Expiration

After insurance has been approved by **ENTITY**, evidence of renewal of an expiring policy must be submitted to **ENTITY**, at the Division of Law, 200 East Main Street Lexington, Kentucky 40507 and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

**6.10.4.4.**      Self-Insured Programs

**IF CONSULTANT INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, Suite 925, 200 East Main Street, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE. Self-insurance programs, deductibles, and self-insured retention in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government, upon review of evidence of CONSULTANT'S financial capacity to respond to claims. Any such programs or retention must provide ENTITY with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If CONSULTANT satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, CONSULTANT agrees to provide Lexington-Fayette Urban County Government, the following data prior to the final acceptance of bid and the commencement of any work:**

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

#### **6.10.4.5. Verification of Coverage**

Within thirty (30) days following signing of Contract, **CONSULTANT** agrees to furnish **ENTITY** with all applicable Certificates of Insurance; and **CONSULTANT** shall provide **ENTITY** copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

#### **6.10.4.6. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **ENTITY** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

### **6.10.5 SAFETY AND LOSS CONTROL**

**6.10.5.1** **CONSULTANT** agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The **CONSULTANT** shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

**6.10..5.2** The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the **CONSULTANT**.

**6.10.5.3.** The **CONSULTANT** understands and agrees that the **ENTITY** shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all **CONSULTANT'S** records and documents as deemed necessary by the **ENTITY** to assure compliance with any and all of the provisions of this Contract and maximize the protection of the **ENTITY**. Safety on the job, however, remains solely the responsibility of the **CONSULTANT**.

### **6.10.6 DEFINITION OF DEFAULT**

**CONSULTANT** understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. **CONSULTANT** also agrees that **ENTITY** may elect as its option any single remedy or

penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Contract.

**CONSULTANT** understands and agrees that the Risk Management provisions of this Contract define its responsibilities and those of its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier to the **ENTITY**, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

#### **6.10.7 RIGHT TO REVIEW, AUDIT AND INSPECT**

**CONSULTANT** understands and agrees that upon reasonable notice **ENTITY** may review, audit, and inspect any and all of the **CONSULTANT'S** records and operations relative to the **SERVICES** performed under this Agreement to assure compliance with the Risk Management provisions of the Agreement.

### **SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY**

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

- 7.1. **CONSULTANT** agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- 7.2. **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. The **CONSULTANT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. **CONSULTANT** will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.3. A Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, the **CONSULTANT** agrees as follows:
  - A. **CONSULTANT** will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the

REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. **Nondiscrimination:** The **CONSULTANT** with regard to the work performed by it after award and prior to completion of the AGREEMENT work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The **CONSULTANT** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** or the **CONSULTANT'S** obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.
- D. **Information and Reports:** the **CONSULTANT** will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GOVERNMENT to be pertinent to ascertain compliance with such REGULATIONS orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** will so certify to the GOVERNMENT as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this AGREEMENT, the GOVERNMENT will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - 1) Withholding payment to the **CONSULTANT** under the AGREEMENT until the **CONSULTANT** complies; and/or
  - 2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

7.4 It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds

under this AGREEMENT. Consequently the DBE requirements of 49 CFR Part 23 apply to this AGREEMENT.

- 7.5 The **CONSULTANT** or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard the **CONSULTANT** or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **CONSULTANT** and the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U. S. DOT – assisted contracts.

The **CONSULTANT** will make every effort to located DBEs to purchase materials and services for use in this AGREEMENT. The **CONSULTANT** shall document the steps it has taken to obtain DBE participation, including, but not limited to the following:

- A. The names, addresses, and telephone numbers of DBEs that were contacted;
- B. A description of the information provided to DBEs regarding the type of work to be performed.

## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

- 8.1. This Agreement is subject to the following provisions.

Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Bob Bayert (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. The following Exhibits are attached to and made a part of this Agreement:

- 8.2.1. Exhibit A - "Scope of Services" consisting of eleven (47) pages.
- 8.2.2. Exhibit B - "Certificates of Insurance" consisting of two (2) pages.

8.3. This Agreement (consisting of pages 1 to 16 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

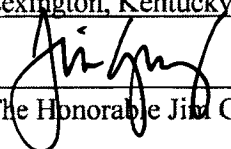
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, Kentucky 40507

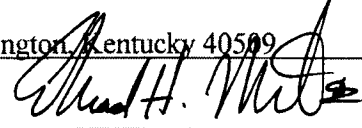
  
The Honorable Jim Gray – Mayor

**CONSULTANT:**

Integrated Engineering, PLLC

166 Prosperous Place, Suit 220

Lexington, Kentucky 40509

  
Principal  
EDWARD H. MESIA II  
VICE PRESIDENT



Engineering Service Agreement – MNA- 5D, 5E & 5F

# EXHIBIT A

RFP & Scope of Services

With inserts from Consultant



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #32-2014 Meadows-Northland-Arlington Neighborhood Improvement Projects Phases 5D, 5E, and 5F Engineering Design Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **June 10, 2014**.

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

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

**RFP #32-2014 Meadows-Northland-Arlington Neighborhood Improvement Projects  
Phases 5D, 5E, and 5F Engineering Design Services**

If mailed, the envelope must be addressed to:

Theresa Maynard  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

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

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

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

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

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

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

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

### **Laws and Regulations**

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

### **Equal Employment Opportunity**

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

### **Kentucky Equal Employment Opportunity Act**

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

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

### **Contention Process**

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

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

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

### **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.

## **SELECTION CRITERIA:**

1. Specialized experience and technical competence of the person or firm (including a joint venture or association) with the type of service requested. 20 Points
2. Capacity of the person or firm to perform the work, including any specialized services such as floodplain management. Firms or teams responding to this RFP should be conversant with these federal and state requirements and with nationally accepted standards. 15 Points
3. Character, integrity, reputation, judgment, experience, and efficiency of the firm(s). 15 Points
4. Past record and performance on contracts with the LFUCG or other governmental agencies and private industry with respect to such factors as control of cost, quality of work and ability to meet schedules. 10 Points
5. Familiarity with the details of the project and various federal regulations and requirements as they relate to issues such as air quality, water quality, and other important environmental and social issues that may be impacted by the project. 20 points
6. Estimated Cost of Services for completion of work described. 15 Points
7. Degree of local employment to be provided by the person or firm. 5 Points

### **Questions shall be addressed to:**

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
859-258-3320  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

**The Deadline for Questions is Friday, May 30, 2014 at 2:00 pm local time.**

## **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, Harsha Wijesiri, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Harsha Wijesiri and he/she is the individual submitting the proposal or is the authorized representative of Integrated Engineering, PLLC, 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 Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by Sarah Vest on this the 10<sup>th</sup> day  
of June, 2014

My Commission expires: 5-04-2015

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

*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

Integrated Engineering, PLLC  
Name of Business

**WORKFORCE ANALYSIS FORM**

Name of Organization: Integrated Engineering, PLLC

Date: 06 / 10 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	10	8	1					1		9	1
Superintendents											
Supervisors											
Foremen											
Technicians	5	4	1							4	1
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
<b>Total:</b>	<b>16</b>	<b>12</b>	<b>3</b>					<b>1</b>		<b>13</b>	<b>3</b>

Prepared by: Sarah Vest Administrator  
 Name & Title

**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 goal for the utilization of Disadvantaged Business Enterprises 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:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

Firm Submitting Proposal: Integrated Engineering, PLLC

Complete Address: 166 Prosperous Pl. Suite. 220, Lexington, KY. 40509  
Street City Zip

Contact Name: Harsha Wijesiri Title: President

Telephone Number: 308-0145 Fax Number: 904-1538

Email address: Harsha@int-engineering.com

**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) and Disadvantaged (DBE) Business Enterprises 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.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned or Woman-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned or Woman-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 subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned and operated by one or more Non-Minority Females.
- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned and operated by a person(s) that are economically and socially disadvantaged.
- 4) 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 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.**

#### 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 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 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 of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine 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 to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWDBE firm 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 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 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 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

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

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

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

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

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

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 in Economic Engine (<https://lfucg.economicengine.com>)

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cvcyky.org">jcoles@cvcyky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@geul.org">rwaldon@geul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozdeky@yahoo.com">lavozdeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:p.muhammad@keynewsjournal.com">p.muhammad@keynewsjournal.com</a>	859-373-9428



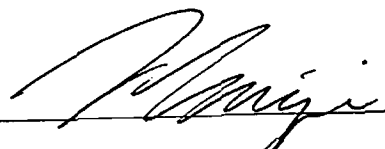
**LFUCG MBE / WBE PARTICIPATION FORM**  
**Bid / RFP / Quote Reference # RFP #32-2014**

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

MBE/WBE Name, Address & Phone	Work to be Performed	Dollar Value of Work	% Value of Total Contract
1. Integrated Engineering, PLLC 166 Prosperous Place Suite 220 Lexington, KY 40509  Harsha P. Wijesiri 859-368-0145	Project Management, professional land surveying, engineering design, construction document preparation, and construction administration.	To Be Determined	100%
2.			
3.		\$	%
4.		\$	%

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

Company: Integrated Engineering, PLLC

By: 

Date: 6-10-2014

Title: President



**LFUCG MWDBE SUBSTITUTION FORM**  
**Bid/RFP/Quote Reference # \_\_\_\_\_**

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

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

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**MWDBE QUOTE SUMMARY FORM**

Bid/RFP/Quote Reference # \_\_\_\_\_

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

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

(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. In order to measure that goal LFUCG will track spending with MWDBE vendors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

**Bid/RFP/Quote #** \_\_\_\_\_  
**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Company

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Title



**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

**Bid/RFP/Quote #** \_\_\_\_\_

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE 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 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 of subcontracting opportunities
- \_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- \_\_\_\_\_ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- \_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms 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 to determine their level of interest.
- \_\_\_\_\_ Provided the interested MWDBE firm 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 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 participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms 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 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 quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

\_\_\_\_\_ Made an effort to offer assistance to or refer interested MWDBE firms 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 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 participation.

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. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## **GENERAL PROVISIONS**

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

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

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

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

A. Termination for Cause

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

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

#### B. At Will Termination

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

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

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

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Signature

A handwritten signature in black ink, appearing to read "P. M. ...", written over a horizontal line.

Date

6-10-2014

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**  
**RFP #32-2014 Meadows-Northland-Arlington Neighborhood Improvement Projects**  
**Phases 5D, 5E and 5F Engineering Design Services**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all 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. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

#### 4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

##### 4.1 Required Insurance Coverage

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 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- d. 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.



- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- g. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- h. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS 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 BID OPENING 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 CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

### 5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

**6.0 DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00302720

# EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

*Integrated Engineering, PLLC*

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COMPANY

*166 Prosperous Place, Suite 220*

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STREET

*Lexington*

---

CITY

*KY*

STATE

*40509*

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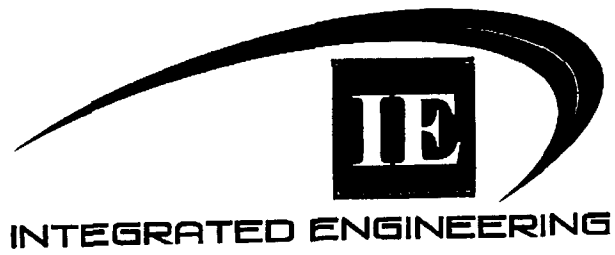
ZIP

Contact Person: Harsha Wijesiri

Phone: (859) 368 0145

Fax: (859) 904-1538

E-Mail Address: [harsha@int-engineering.com](mailto:harsha@int-engineering.com)



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# I Equal Employment Opportunity

## 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

Integrated Engineering, PLLC

Name of Business

## **II Assignment of Responsibilities for the Equal Employment Opportunity/Affirmative Action Program**

The EEO Coordinator for the Company is *Harsha Wijesiri*

The duties of the EEO Coordinator are to

- A. Develop and update written affirmative action plans consistent with the Company's policy.
- B. Implement affirmative action program including internal and external dissemination of the Company's policy and program.
- C. Coordinate recruitment and employment of women and minorities.
- D. Serve as a liaison between the Company, its Contractors.
- E. Serve as a liaison between protected class groups and the Company.
- F. Conduct and/or coordinate EEO training and orientation of Company supervisors, managers and subcontractors to inform them of their responsibilities pursuant to the affirmative action plan.
- G. Ensure that managers and supervisors understand it is their responsibility to take action to prevent the harassment of protected class employees and applicants for employment.
- H. Ensure all minorities and women are provided equal opportunity as it relates to company-sponsored training programs, recreation/social activities, benefit plans, pay and other working conditions without regard to race, sex, color, etc.
- I. Review the qualifications of all employees to ensure that minorities and women are given full opportunity for transfers and promotions.
- J. Identify any problem areas and recommend solutions.
- K. Keep management informed of the latest developments in the area of EEO.
- L. Receive, investigate and attempt to resolve all EEO complaints.
- M. Coordinate the implementation of necessary remedial actions to meet compliance requirements and goals.
- N. Hold regular discussions with project managers, supervisors and employees to ensure the Company's equal employment opportunity policies are being followed.
- O. Monitor subcontractors and work sites to ensure compliance in such areas as:

1. Proper employment of women and minority employees.
2. Proper display of EEO posters.
3. Working conditions exist free of harassment and intimidation due to race, sex, national origin, etc.

### **III Dissemination of Affirmative Action Policy and Plan**

#### **Internal Dissemination**

1. The policy statement will be permanently and conspicuously displayed in areas such as employee bulletin boards, lunch areas, and construction sites. The Company as an equal employment opportunity employer will also print the policy statement in the company newsletter and other publications.
2. All employees and contractors will be furnished a copy of the policy statement and be notified of location and availability of the affirmative action plan. This policy will be made available to all employees including part-time, temporary and seasonal employees.
3. The EEO/AA policies of the Company will be included in the organization's policy manual.
4. The Company will review the organization's EEO/AA policies with all employees and management at least once a year.
5. The Company will also conduct orientation and training sessions to thoroughly inform staff and management of the company's EEO/AA commitment.
6. Develop internal communication of obligations to engage in affirmative action efforts to employ women and minorities, in such a manner as to foster understanding, acceptance, and support among executive, management, supervisor, and all other employees, and to encourage such persons to take the necessary action to aid Company in meeting this obligation.

#### **B External Dissemination**

1. The Company will include nondiscrimination clauses in all union agreements, and review all contractual provisions to ensure that they are nondiscriminatory. The Company will meet with union officials to inform them of the EEO/AA policies and request their cooperation.
2. The Company will notify all recruitment sources, including the protected class media, of the EEO/AA policy and encourage them to



refer women and minority individuals to assist them in achieving the affirmative action objectives.

3. The Company will include the statement "Equal Opportunity Employer/Contractor" or "Affirmative Action Employer/Contractor" in all advertisements recruiting employees and contractors.
4. The Company will notify all subcontractors, vendors, and suppliers verbally and in writing of its EEO/AA policy requiring supportive action on their part.

## **VI Recruitment of Employees**

- A. When the Company adds employees it will use media that targets women and minorities to advertise the openings. Sufficient time will be allowed after the publication of the advertisement to generate sufficient numbers of protected class applicants.
- B. All solicitations or advertisements for employees placed by or in behalf of the Company or its subcontractors will state that all qualified applicants will receive consideration for employment, regardless of their race, religion, color, sex, national origin, sexual orientation, age, handicap, familial status, or marital status. Copies of advertisements for employees must be kept on file for review by enforcement agencies.
- C. The Company will not indicate in help-wanted advertisements a preference, limitation, specification or discrimination based on sex, unless sex is a bona fide occupational qualification for a particular job involved. The placement of an advertisement in columns classified by publishers on the basis of sex, such as columns headed, "Male" or "Female" will be considered as an expression of a preference, limitation, specification or discrimination based on sex.
- D. Acting recruiting programs, where applicable, will be carried out at secondary schools, community colleges, and colleges with predominantly minority and female enrollments. Recruiting efforts at all schools will incorporate efforts to reach minorities and females.
- E. The Company and its subcontractors will make job opportunity information equally available to potential applicants from both protected and non-protected class groups, unless there is a bona fide occupational requirement for a particular job.
- F. The Company will actively encourage present minority and females to recruit other minorities and females, and where reasonable, provide after school, summer and vacation employment to minorities and females, both onsite and in other areas of their workforce.
- G. Recruitment brochures pictorially presenting work situations will include minorities and females of the Company's workforce.
- H. Special efforts will be made to include minorities and females on personnel relations staff.

**Meadows-Northland-Arlington  
Neighborhood Improvement Projects  
Phases 5D, 5E and 5F  
Engineering Design Services  
Scope of Services**

**Intro/Background**

In the second half of the 1990's, the Lexington-Fayette Urban County Government (LFUCG) contracted with PEH Engineers to evaluate storm sewer and storm water management needs within the area bounded by North Broadway, Loudon Avenue, Meadow Lane and New Circle Road. In October, 1997, the consultant published the *Meadows-Northland-Arlington Neighborhood Improvement Project Storm Sewer Assessment Study*. This study recommended various storm water management facilities in multiple subwatersheds and estimated their costs.

It was proposed that construction of these facilities would occur within the Community Development Block Grant (CDBG) program, since neighborhood improvements done within that program typically included stormwater management facilities. The CDBG program has been rebuilding infrastructure in low to moderate income neighborhoods for decades. Since 2000, neighborhood CDBG projects within the Meadows-Northland-Arlington area have been designed and built incorporating the elements enumerated in the assessment study.

Over ten years ago, The Division of Engineering contracted with several consultants to provide public improvement plans for the overall Phases 2, 3 and 5. Multiple subphases of Phases 2 and 3 were completed, followed by Phase 5 subphases A, B and C.

**Project Overview**

The Lexington Fayette Urban County Government is accepting proposals from qualified firms for professional engineering services to prepare design plans for neighborhood improvements for the next portions of the Meadows-Northland-Arlington area. Attachment A depicts the areas for which full design plans are desired as well as the entire project area.

The goal of this project is to provide design plans and specifications for construction of neighborhood improvements for the last three subphases of Phase 5: Phase 5D, Phase 5E and Phase 5F. One phase will be bid and constructed each year, beginning with Phase 5D, with an approximate bid date of March 1, 2015. For each phase, plans need to be sufficiently complete to give to the impacted utility providers **seven (7) months prior to bid date**. Since three of these plan preparation cycles will take nearly three years, the consultant will need to phase his

work for Phases 5E and 5F to minimize the amount of topographic survey and other detailed work needing to be redone.

The Division of Engineering retains the original plans for Phases 5D, 5E and 5F which will be available to the consultant chosen for this present contract. It is anticipated that the vast majority of the previous work is still good, but will require some modifications to meet as-built conditions of previous phases, update fencing and other topo, survey the area for evidence of new sump pump installations, etc. The extent to which the consultant will need to retrace previous control work will need to be determined by the consultant.

Paper copies of the tentative plans for these phases are available for review in the Division of Engineering until the deadline for submittal of proposals. Consultants who wish to peruse these documents should contact Andrew Grunwald in the Division of Engineering, at 258-3410 to schedule a time to do so.

Submitting consultants should demonstrate proficiency in residential street design and familiarity with applicable AASHTO publications. KYTC pre-qualification in Urban Roadway Design is desirable.

### **The locations**

Following are descriptions of the three subphases of Phase 5 for which plans and specifications are desired:

- Phase 5D: Approximately 1300 feet of Oak Hill Drive, from 928 Oak Hill Drive to the present end of CDBG-related reconstruction just beyond Locust Avenue;
- Phase 5E: Approximately 1850 feet of Bryan Avenue, from Park View Avenue to Meadow Park;
- Phase 5F: Park View Avenue between Oak Hill Drive and Bryan Avenue, a distance of approximately 1500 feet.

Some design and construction work just beyond the above limits may be required for logical connections to existing storm sewers, sanitary sewers, curb returns on side streets, etc.

## **Entering a contract**

Once consultant selection is made, following evaluation of qualification statements, a detailed scope of services will be negotiated and a contract will be drawn up and forwarded through the Urban County Council for approval. Time is of the essence in finalizing the contract and beginning plan preparation for Phase 5D.

### **1. Design Criteria:**

All designs and plans must be approved by the LFUCG Division of Engineering.

- a. Prepare typical sections depicting existing and proposed conditions.
- b. Unless otherwise specifically acknowledged and approved, design shall conform to LFUCG Standard Drawings.
- c. The above referenced storm sewer assessment study may be followed for guidance on locations of proposed inlets, sizes of proposed pipes, etc.
- d. The preparation of an Erosion and Sediment Control Plan including a Storm Water Pollution Prevention Plan (SWPPP) integrating the non-structural and structural practices and procedures of the Stormwater Manual is a requirement for all construction projects and is the responsibility of the Contractor; however Consultant shall prepare a generalized plan. The plan shall be prepared and submitted to the LFUCG Division of Engineering for approval.
- e. Intersection improvements are to be ADA compliant. Design shall comply with the AASHTO green book, the Manual of Uniform Traffic Control Devices and, to the extent practicable, the AASHTO Roadside Design Guide.
- f. All existing sanitary sewer collector lines, laterals and manholes within public right of way will be replaced. Whether the replacement will be in the same location or not depends in part on positional requirements of the proposed storm sewer system and on any additional sanitary sewer issues discovered during the survey and investigation.
- g. Where storm and/or sanitary sewers are located in the right of way, profiles of these systems should be shown on the street profile sheets.
- h. Drawing files shall be prepared using or shall be converted to AutoCad and will be transmitted to the Urban County Government upon request.

## **2. Field Survey**

The Consultant shall perform sufficient field survey to be confident in his design. Sufficient field survey should be done to confirm:

- a. Location of existing sidewalks;
- b. Topography showing all existing structures, fences, retaining walls, yard lights, etc.;
- c. Location of overhead and underground utilities, including pole ownership information;
- d. Location and profiles of existing storm and sanitary sewers;
- e. Temporary benchmarks for use during construction, set outside construction limits;
- f. Existing street profiles;
- g. Cross sections taken at 50-foot intervals, at driveways and as otherwise needed;
- h. Location of existing corner monuments and R/W markers;
- i. Staking associated with easement acquisition and monumenting street centerline prior to bidding for construction;
- j. Location of existing easements in the project area;
- k. Location of significant trees and vegetation.

The elevations of utilities, sewers, and other critical items shall be verified during the field survey. Such verification shall be carefully coordinated with the appropriate parties (e.g., utility companies, LFUCG). If digging operations, permission, etc. are necessary in certain instances it shall be the responsibility of the consultant to see to it that they are performed properly and to get appropriate approvals.

The most recent aerial photography for the project area will be made available to the consultant.

## **3. Environmental Assessment**

An environmental assessment of the nature and scope required for federally funded transportation projects is not required for this project. However, an environmental clearance is required for each section and will be performed by the office of Grants and Special Programs.

**4. Detailed Cost Estimate:**

The Consultant shall prepare two detailed cost estimates, the first to be submitted with Preliminary Plans, the second one with completed Final Plans. Each total construction cost estimate shall itemize costs by funding source and shall include costs for utility relocation and right-of-way acquisition, when applicable.

**5. Rights-of-Way and Easements**

A plat shall be prepared, if required for acquisition of right-of-way, and shall meet all requirements of the Lexington-Fayette Urban County Government Planning Commission and Department of Law.

Permanent and temporary easements shall be drawn to sufficient scale to be clear and distinguishable, and such drawings shall meet the requirements of the Lexington-Fayette Urban County Government Division of Engineering. A legal description will be required for each easement taking.

Although no acquisitions or property interests requiring plats or easements are anticipated, in the proposal the consultant should provide unit costs for: a) preparation of a public acquisition plat and b) drafting an easement description, including exhibit.

**6. Drawing Scales and Units**

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 unless another option is considered viable and approved by the Project Manager:

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

Note: Combined Plan/Profile sheets are desirable.

## **7. Pavement Design**

LFUCG will provide the pavement sections to be used on each street.

## **8. Plans, Specifications, and Bid Documents**

Plans, construction specifications, and other pertinent bid documents as required by the Lexington-Fayette Urban County Government shall be prepared by the Consultant and shall be subject to review by the Lexington-Fayette Urban County Government Division of Engineering. The majority of the front-end documents and technical specifications will be provided to the consultant by LFUCG.

Preliminary plans shall include, but are not limited to: existing topography and infrastructure, street addresses, proposed alignment, proposed profile, typical proposed section, proposed drainage improvements, critical cross sections, line and grade review information, environmental overview and a cost estimate. Preliminary plans shall be so identified; the Consultant shall deliver two paper copies to the Division of Engineering, and the Consultant shall deliver one paper copy to each utility company via certified mail.

Final plans shall contain the completed and approved information provided by the preliminary plans. Final plans shall also include, but are not limited to: a cover sheet, quantities summary, general notes, utility company information, plan and profile sheets, development sheets, cross section sheets, reference points, detail sheets, typical sections, and right-of-way sheets.

Cross sections shall be provided at all driveways and step locations. All 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.

All sheets shall be inked mylar or equivalent and shall be submitted in a common acceptable format including a "dwg" and "shape" file format. The LFUCG owns all rights to data and files associated with project.

After final plans are reviewed by LFUCG and changes incorporated, the Consultant shall deliver by certified mail one paper copy of the final plans to each utility company. The Consultant shall deliver three (3) paper copies of the final plans, specifications, and bid documents to the Division of Engineering. After contractor bids are opened the Consultant shall deliver the final mylar sheets, electronic drawings and a digital specification file to the Division of Engineering, or to another designated location. Upon request and with the approval of the Division of Engineering, the consultant should be prepared to release his drawing files to the contractor, for his use in project stake out and construction.

**9. Utility Company Coordination**

There are multiple utilities within the project areas; the Consultant will meet and coordinate with all utility companies as necessary, for facilities mapping, to assess impacts, to minimize disturbance to underground lines and to advance the Project. On past Meadows-Northland-Arlington phases, the utility companies have replaced and/or upgraded their facilities within the project area, before the LFUCG's contractor started, such that a timely start by the LFUCG contractor depends on a timely start by the affected utility companies, which in turn requires that plans with dependable design elements be furnished to them in a timely manner. *The consultant should pay close attention to the dates shown for delivery of Preliminary Plans, as listed in the "Schedule and Completion" section.*

**10. Construction Inspection:**

The Lexington-Fayette Urban County Government will provide routine construction inspections. The Consultant shall be available to advise in matters of intent during construction.

**11. Attendance at Bid Opening**

The Consultant shall attend the bid opening in the offices of the LFUCG Division of Central Purchasing. The Consultant shall obtain copies of all bids, evaluate and prepare a tabulation of bid prices and submit a recommendation of award.

**12. Public Meetings**

The Consultant should anticipate attending three public meetings, one for each project phase. The consultant will be responsible for providing all necessary exhibits and may be required to attend meetings with elected officials, affected residents and owners and businesses. The Consultant will be responsible for providing minutes of each meeting.

**13. Bid Administration**

The Consultant's scope shall include assisting with Bid Administration. At minimum, this includes responding to technical questions during the bid period, preparing addenda, approving alternates, attending pre-bid meeting (if required) and evaluating bids received. If shop drawings are required, the consultant shall review them.



**14. Schedule and Completion**

For Phase 5D, the Consultant shall meet deadlines as provided in the following schedule. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at either the sites of proposed improvements or at the offices of the Division of Engineering, as appropriate.

Submittal of Preliminary Plans	8/15/14
Meeting to review Preliminary Plans	8/19/14
Delivery of revised Preliminary Plans	
To utilities	8/26/14
Submittal of Final Plans	12/01/14
Meeting to review Final Plans	12/15/14
Submission of completed Final Plans	01/19/15

When Final Plans for Phase 5D are submitted, LFUCG and the consultant will set the schedule for Phase 5E.

**15. Method of Invoice and Payment:**

The Consultant may submit monthly invoices for basic services or rendered work, based upon the Consultant's estimate of the portion of the total services actually completed during the billing period. Each invoice shall be accompanied by a breakdown of hours attributed to each design category for both the billing period and the cumulative project period. Payments to DBE's are to be separated. A monthly report (in digital format) and an invoice summary (forms to be provided) are to be submitted with each invoice. The Division of Engineering shall respond to the invoice within thirty (30) days, either denying or approving payment. Specific project time sheets and other payroll information may be subject to reviews and audits by the LFUCG.

Regardless of the invoices submitted by the Consultant, the Division of Engineering shall not approve a greater percentage of payment than outlined in the following schedule, as based upon the completion schedule of Section 14:

Submittal of preliminary plans:	40%
Submittal of final plans:	75%
Submittal of completed final plans:	90%
Submittal of bid tabulations and award recommendation:	100%

**16. Length of Proposal:**

The perspective 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 or individuals abilities and availability.

If requested by the LFUCG the perspective consulting firm or individual shall make every effort to be available for a presentation before the selection committee.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: **#32-2014**

Date: May 27, 2014

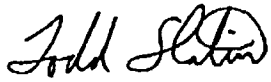
Subject: Meadows-Northland-Arlington Neighborhood  
Improvement Projects Phases 5D, 5E and 5F  
Engineering Design Services

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced RFP:

**Adding Attachment A to the RFP solicitation document.**

  
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Integrated Engineering, PLLC

ADDRESS: 166 Prosperous Pl. Suite 220 Lexington, KY 40509

SIGNATURE OF PROPOSER: 

# ATTACHMENT - A

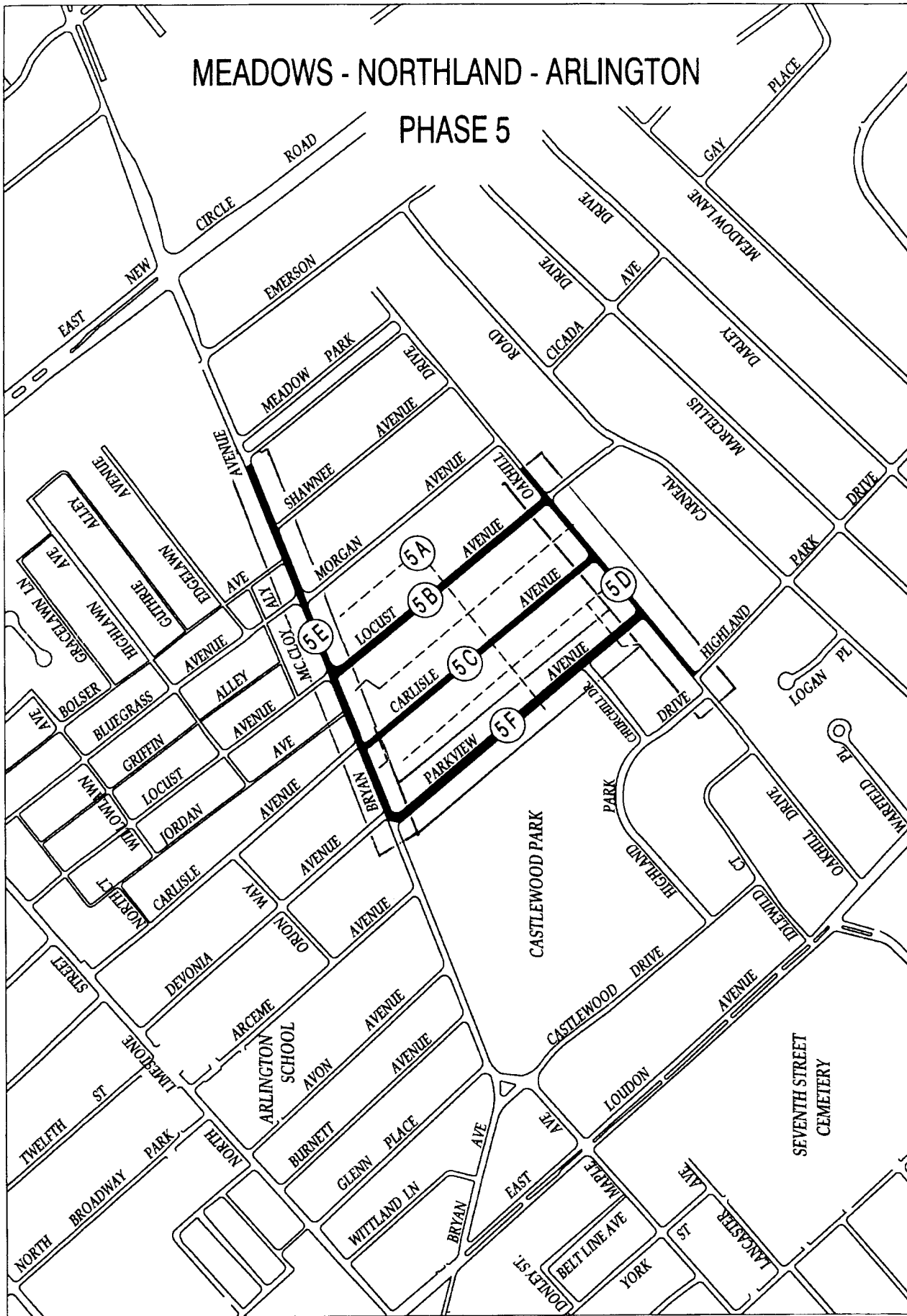
## **CDBG Capital Plan, 2012- 2017**

Revised May 22, 2014

- 2012 - Construct **storm sewer systems** from Parkview Drive and Oak Hill Drive to near Morgan Avenue, to accommodate improvements in Meadows-Northland-Arlington Phases 5 and 2; includes considerable work in the 400 blocks of Carlisle and Locust Avenues;  
- to be accompanied by a sanitary sewer replacement project involving the 400 and 500 blocks of Park View Avenue, the 300 and 400 blocks of Carlisle Avenue, the 400 block of Locust Avenue and the 400 block of Morgan Avenue.  
[MNA 5A] **Currently Under Construction**
- 2013 - **Locust Avenue**, from Bryan Avenue to Oak Hill Drive, includes the 400 block of Locust Avenue;  
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.  
[MNA 5B] **Currently Under Construction**
- 2014 - **Carlisle Avenue**, from Bryan Avenue to Oak Hill Drive, includes the 300 and 400 blocks of Carlisle Avenue;  
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.  
[MNA 5C] **Currently out for Construction Bid.**
- 2015 - **Oak Hill Drive**, from Highland Park Drive to Morgan Avenue, includes the 1000-1300 blocks of Oak Hill Drive;  
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.  
[MNA 5D] *Estimated Cost: \$1,000,000 + \$448,000 sanitary sewer*
- 2016 - **Bryan Avenue**, from Park View Avenue to Meadow Park, includes a portion of the 1000 block, the 1100, 1200 and 1300 blocks and a portion of the 1400 block of Bryan Avenue;  
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.  
[MNA 5E] *Estimated Cost: \$1,400,000 + \$600,000 sanitary sewer*
- 2017 - **Park View Avenue**, from Bryan Avenue to Oak Hill Drive, includes the 300, 400 and 500 blocks of Park View Avenue;  
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.  
[MNA 5F] *Estimated Cost: \$1,450,000 + \$467,000 sanitary sewer*

# MEADOWS - NORTHLAND - ARLINGTON

## PHASE 5



Engineering Service Agreement – MNA- 5D, 5E & 5F

# EXHIBIT B

Consultant's Certificate of Liability Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/06/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lexington Insurance Agency Inc P.O. Box 320 Lexington, KY 40588-0320 Kevin O. Stinnett		<b>CONTACT NAME:</b> Harlena McFarland <b>PHONE (A/C, No., Ext):</b> 859-253-6570 <b>FAX (A/C, No.):</b> 859-253-6577 <b>E-MAIL ADDRESS:</b> harlena@lexingtoninsuranceagency.com															
<b>INSURED</b> Integrated Engineering PLLC 166 Prosperous Pl Ste 220 Lexington, KY 40509		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Casualty</td> <td>24074</td> </tr> <tr> <td>INSURER B: Travelers</td> <td>36161</td> </tr> <tr> <td>INSURER C: Kentucky Retail Federation SIF</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Casualty	24074	INSURER B: Travelers	36161	INSURER C: Kentucky Retail Federation SIF		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS55249294	09/10/2013	09/10/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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 checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		55249294	09/10/2013	09/10/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		55249294	09/10/2013	09/10/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	2406715	09/10/2013	09/10/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL INCL. POLLUTION		105837397	09/20/2013	09/20/2014	EA. CLAIM 1,000,000 ALL CLAIM 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Engineering Services

<b>CERTIFICATE HOLDER</b>  LFUGC12  LFUGC Division of Engineering 101 East Vine Street Lexington, KY 40507	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Larry Reesman
---	---