

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of January 31, 2017, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) , an urban county government pursuant to KRS Chapter 67A, located at 200 East Main Street, Lexington, KY 40507, and [REDACTED], located at 301 East Main St, Lexington, KY 40507 (**CONSULTANT**). **OWNER** intends to proceed with the services as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 1, Roadway Corridor and Intersection Design Planning RFQ #38-2016." The services are to include customary civil, sanitary, , mechanical, structural, storm and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, which may include, among other things, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. 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 civil, tructural, mechanical, storm, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 1, RFP# 38-2016", and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT's** response to RFP# 38-2016 and a current

Certificate of Insurance), and amendments to the CONSULTANT'S proposal included in attached Exhibit C "Further Description of Basic Engineering Services and Related Matters." (Project Assignment for Template).

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT C**, and then **EXHIBIT B**.

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** 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).

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 or approvals necessary 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 in the performance of this Agreement. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the project schedule. Unless otherwise stated, **CONSULTANT** shall perform the services described in Exhibit C for a period of one (1) year from the date of contract execution. **LFUCG**, at its sole discretion, shall have the option to renew this Agreement for an additional period of one (1) year.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for in Section 5 of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to

OWNER for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

- 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment 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 **OWNER** of any of its other rights in the Agreement.
- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT

5.1.1. For Basic Services

OWNER shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise

Project Assignments shall include time and materials payment terms.

- 5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section 8.1.1 shall be the only person authorized to provide such approval.

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 for which it has not already been paid 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 for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2 Ownership and Reuse of Documents

All documents, including raw data, reports, 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 that 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. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including 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 that venue of any legal action shall only be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

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 of the work. 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 hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Planning, Preservation & Development, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

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** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds

for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

- a.** It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b.** **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**’s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- f. **OWNER** (Lexington-Fayette Urban County Government) is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

- g. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

6.9.6 Definition of Default

CONSULTANT understands and agrees that the failure to comply with any of these provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** 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 Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Doug Burton, P.E., Director of the Division of Engineering (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

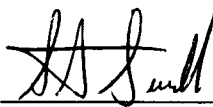
OWNER:


CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

PALMER ENGINEERING
301 EAST MAIN ST.
LEXINGTON, KY 40507

BY: 
JIM GRAY, MAYOR

BY: 
Stephen Sewell
Print name
Vice President
Print title

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Stephen Sewell, as the duly authorized representative for and on behalf of Palmer Engineering, on this the 5th day of January, 2017.

My commission expires: 8-25-2019.

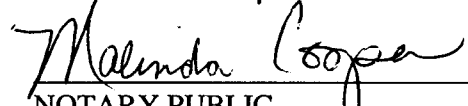
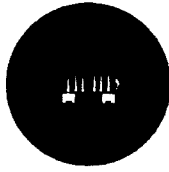

NOTARY PUBLIC
ID # 540625

EXHIBIT A

**REQUEST FOR PROPOSALS/
SCOPE OF ENGINEERING SERVICES
AND RELATED MATTERS**

RFP# 38- 2016



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #38-2016 Professional Engineering Services Contract 1 - Roadway Corridor and Intersection Design Planning** 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 **November 10, 2016**.

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

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

RFQ #38-2016 Professional Engineering Services Contract 1 - Roadway Corridor and Intersection Design Planning

If mailed, the envelope must be addressed to:

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

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

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

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

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

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

SELECTION CRITERIA:

1. Overall expertise of the firm in project category 20 points
2. Overall expertise of the Team members in project category 25 points
3. Past performance in the project category 25 points
4. Project Manager Qualifications 10 points
5. Office status and location of employees 20 points

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

Questions regarding this RFP shall be addressed to:

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

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me
by _____ on this the _____ day
of _____, 2016.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

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

Prepared by: _____ Date: ____/____/____

(Name and Title)

Revised 2015-Dec-15

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

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

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

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

- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
 - f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
 - 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 and Veteran-Owned Businesses to determine their level of interest.

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

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

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

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

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

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

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

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

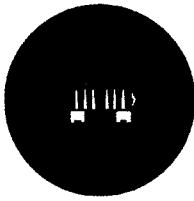
In addition, to that end the city council also adopted and implemented resolution 167-91—Veteran-owned Businesses, 3% Goal Plan in July of 2015. The resolution states in part (a full copy is available in Central Purchasing):

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

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

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

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



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # _____

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

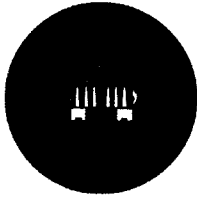
The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and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

Company

Company Representative

Date

Title



LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # _____

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

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

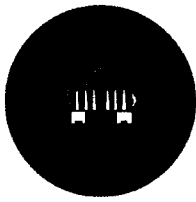
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

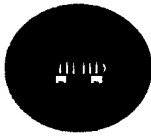
The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

00471865

Request for Qualifications (RFQ) for Professional Engineering Services Contract 1 – Roadway Corridor and Intersection Design/Planning

1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Prequalification of firms will be followed by solicitation of design fee bids for specific projects from select firms. Prequalification of consultants does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms.**

Currently there are eight (8) active prequalification categories, as listed below. Historically, only Contract 1: *Roadway Corridor and Intersection Design/Planning* has been significantly utilized. Current Contracts 2-8 are being renewed, per terms of the 2014 contract. Therefore, **this Request for Qualifications shall only address Contract 1.** The current Contract 1 will expire upon passage of new Contract 1; therefore, all firms interested in Contract 1 will have to re-submit for this RFQ. The possible number of firms that will be prequalified in this process shall be increased from six (6) to ten (10).

Contract 1 - Roadway corridor and intersection design/planning – re-bid in this RFQ package.

Contract 2 - Right-Of-Way or easement acquisition – renewed.

Contract 3 - Construction drawings review for DOE manual compliance – renewed.

Contract 4 - Structures or bridge design – renewed.

Contract 5 - Pedestrian, bike, or multimodal trail design/planning – renewed.

Contract 6 - Traffic signal design – renewed.

Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – renewed.

Contract 8 - Construction inspection – renewed.

Engineering services for other disciplines not detailed above may be solicited in a separate procurement.

The Urban County Government reserves the right to periodically re-solicit for qualifications. Furthermore, if a firm that submitted qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

2. Contracting Process

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select a specified number of qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

Once selections are made for the specified number of qualified consultants, the firms will be ranked as follows: The firm with the highest total dollar value of Division of Engineering (DOE) contracts or additions to existing contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one firm on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. Exhibit 1 is a template for a typical fee proposal. In addition to furnishing lump sum line items costs, the consultant shall address DBE utilization, current qualification status, and shall acknowledge receipt of addenda.

The firm submitting the lowest cost proposal will be offered a written Project Assignment. If for any reason the firm currently under consideration rejects the project assignment, the firm submitting the next lowest fee may be offered the project assignment. If the second firm does not accept the project assignment, DOE may then offer the project assignment to the third firm. If that offer does not result in an accepted project assignment, DOE may solicit cost proposals from the next three ranked firms. The cycle will continue until the project is assigned or canceled. Any firms who provided written cost proposals and were offered a project assignment that was then rejected, will be placed at the bottom of the list. Firms that provide a written cost proposal but are not offered a project assignment shall not lose their place on the consideration list. For project categories with three or less pre-qualified firms, all firms will be asked to submit a fee proposal each time.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may choose not to submit pricing if they do not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that category's list. After declining a third project, the firm will then be moved to the bottom of the list. Excessively high fee proposals (more than twice the lowest proposal) may be counted as declined bids for this purpose.

3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project, including the latest photographic mapping and digital information that is available.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field and cadastral surveying.
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Preparation of detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
 - Attendance at design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors

Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
- Review and approval of shop drawings
- Responses to contractor requests for information (RFIs)
- Review and approval of pay requests and change order requests
- Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
- Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
- Final Inspection and preparation of punchlist
- Project start-up and preparation of operations and maintenance manuals (pumpstations)
- Project Certification
- Meetings – consultant will be responsible for agenda and preparation of meeting summary
 - Preconstruction
 - Monthly progress meetings
 - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings

4. Submittals

Each firm responding to this RFQ shall submit an SOQ for Contract 1 prequalification. SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies). Statements of Qualification shall be structured as follows:

Section

1. Letter of Transmittal (**one page maximum**)
2. Firm Qualifications (**two pages maximum**)
 - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to Contract 1.
3. Project Team (**six pages maximum**)
 - Provide an organizational chart for identifying project manager, project engineers, surveyors, Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub- consultant firms. Include office locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.
4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
 - Provide client name, contact person, contact phone number and email address, and

identify by name similar projects completed for each client.

5. List of Similar Projects Within the Desired Category (**two pages maximum**)
 - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (**one page maximum**)
 - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in counties served by the Bluegrass Area Development District (see *BGADD.org* for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
 - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).

5. Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3323

Note: Consultants may, but are not required to identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must indicate their status of DBE utilization on the fee proposal, and furnish supporting documentation for each project assignment they are awarded. A sample Fee Proposal is provided as Exhibit 1.

6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in project category ⁽¹⁾	20 points
Overall expertise of the Team members in project category ⁽¹⁾	25 points
Past performance in the project category ⁽²⁾	25 points
Project Manager Qualifications ⁽³⁾	10 points
Office status and location of employees ⁽⁴⁾	20 points
TOTAL:	100 points

Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as "acceptable". Individual Project Team members should demonstrate significant experience in at least two similar projects in the last three years to be rated as "acceptable".
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last three years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as "acceptable". Proposals should clearly present all information regarding all firms submitting as a "team".

Attachment 1

Project Team Location(s)

Headquarters				
Local Office				
PM Location				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

EXHIBIT 1

**TEMPLATE FOR PROFESSIONAL ENGINEERING SERVICES CONTRACTS
UTILIZING PREQUALIFIED FIRMS ON A FEE BASIS**

Fee Proposal

Project Name

Lump Sum Fee Components

Task No. 1 — Description	\$ _____
Task No. 2 — Description	_____
Task No. 3 — Description	_____
Task No. 4 — Description	_____
Total (Basis of Contact Award)	\$ _____

DBE Utilization – Check Applicable Box Below

- A DBE firm will be utilized on this project.
- DBE Name _____
- Total \$ _____
- Percent Utilization _____
- A DBE firm will not be utilized on this project. *Note: Attach a written explanation describing your efforts to secure a DBE and furnish supporting documentation.*

Qualification Certification

Have the firm's qualifications significantly changed since submittal of their Statement of Qualifications?

- No
- Yes *If yes, provide supporting documentation explaining the change(s) and demonstrating the firm's currently ability to perform the work.*

Acknowledge Receipt of Addendum No.#

Dated xx/xx/xx _____

Signed: _____

Firm Name: _____

Date: _____

EXHIBIT B

**PROPOSAL OF ENGINEERING SERVICES
AND RELATED MATTERS**

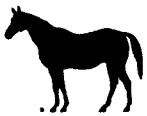
- 1. Proposal of Engineering Services**
- 2. Certificate of Insurance**

Response to Request for Proposals

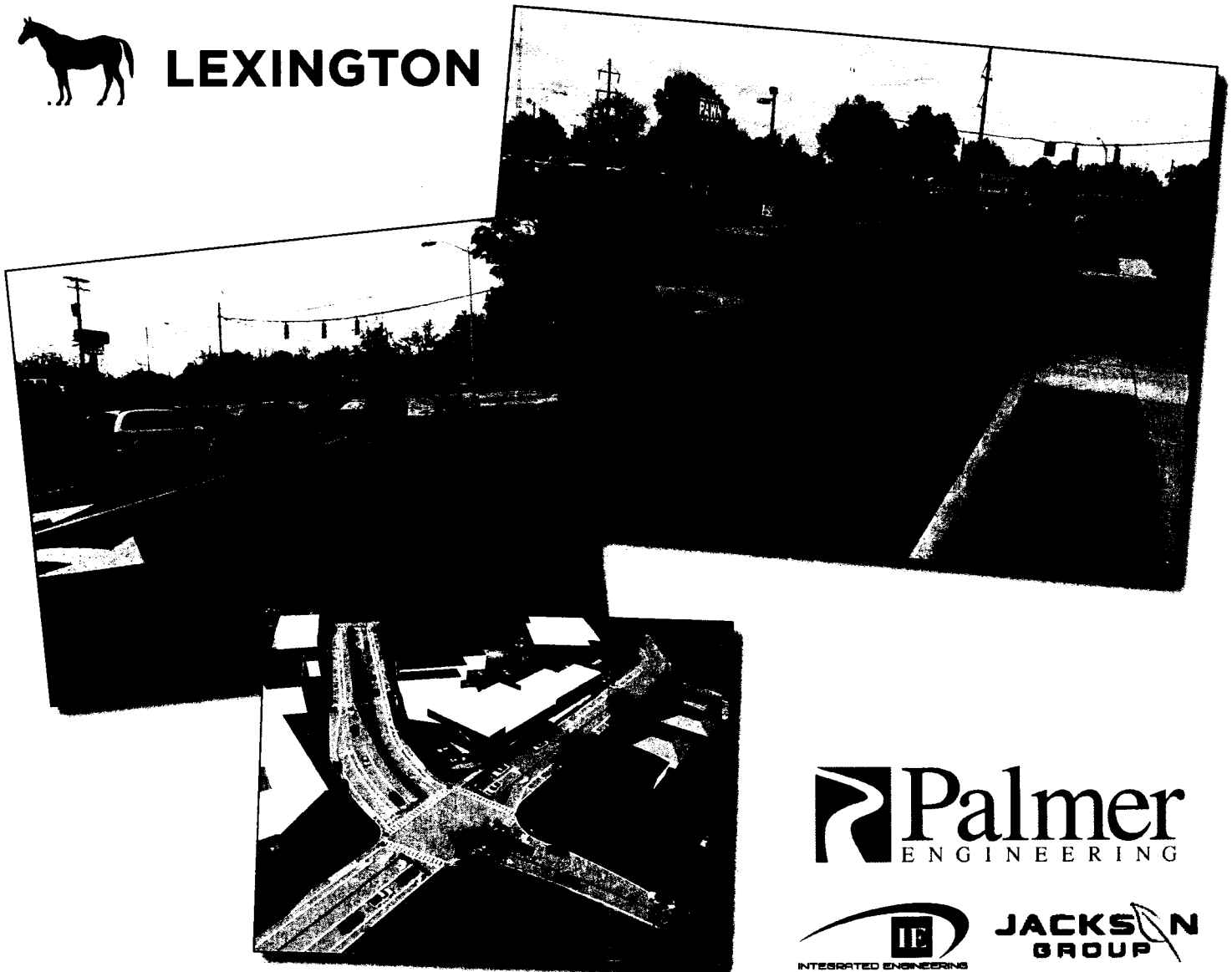
Professional Engineering Services Contract 1 - Roadway Corridor and Intersection Design Planning RFP #38-2016

for the
Lexington-Fayette Urban County Government

November 10, 2016



LEXINGTON



Palmer
ENGINEERING

IE
INTEGRATED ENGINEERING

JACKSON
GROUP



November 10, 2016

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

**RE: Statement of Qualifications for RFQ #38-2016
Professional Engineering Services Contract 1 – Roadway Corridor and Intersection Design/
Planning**

Dear Mr. Slatin:

In response to the above-referenced Request for Qualifications, Palmer Engineering wishes to express interest in providing services for Contract 1 – Roadway Corridor and Intersection Design/Planning. All work for these contracts will be performed from Palmer's branch office in Lexington, KY, and headquarters in Winchester, KY. As Project Manager for the previous LFUCG Roadway Corridor Contract, I understand the expectations of LFUCG staff for these projects. Palmer's Lexington office is well staffed to provide engineering services and is familiar with LFUCG, KYTC, FHWA, and LPA procedures. The Lexington office personnel successfully provided services on two assignments—Meadow Lane/New Circle and Pimlico Parkway/Man O'War—under the previous contract.

I am currently serving as project manager for the Town Branch Trail—Phases 4 and 5 project and Southland Drive sidewalk improvements for LFUCG. I have also successfully managed multiple transportation projects throughout Kentucky, including the KYTC Statewide LPA General Services Contract and the New I-75 Interchange near Toyota Motor Manufacturing in Scott County. Mr. Damron, brings broad project management experience from his work as the former KYTC Deputy State Highway Engineer for Project Development, and Dr. David Deitz is involved in the structure design of Town Branch Trail project that is schedule for a construction letting in early 2017. Stephanie Blain has assisted me with the design of Town Branch Trail and Southland Drive Sidewalks and will continue to be a lead engineer in all LFUCG Projects.

Enclosed are one original, seven duplicate hardcopies, and one electronic .pdf version of Palmer's qualifications submittal, as required. Palmer Engineering personnel and the personnel of our sub-consultant firms have no personal or financial interest in any real property on this project.

Thank you for the opportunity to present our professional qualifications. Palmer Engineering's previous experience with LFUCG, our commitment to exemplary customer service, and our technical qualifications make our firm the ideal selection for this project. Our selection will result in another successful partnership with Lexington-Fayette Urban County Government.

Sincerely,

A handwritten signature in black ink, appearing to read 'S Sewell'.

Stephen Sewell, PE, PTOE
Vice President

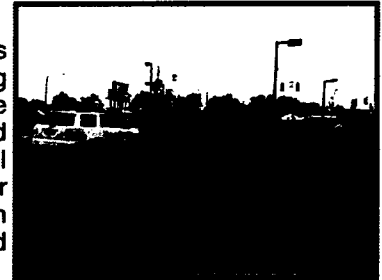
PALMER ENGINEERING

Professional Engineering Services--Contract 1--Roadway Corridor and Intersection Design / Planning Firm Qualifications

Contract 1 - Roadway Corridor and Intersection Planning and Design provides the Lexington-Fayette County Government (LFUCG) with a means to expedite engineering services including roadway/intersection design, planning studies, traffic engineering analysis, surveys, and drainage studies. Palmer Engineering was selected by LFUCG for this contract in 2014 and is ideally positioned to continue working with LFUCG from our branch office in Lexington and headquarters in Winchester, KY. Palmer Engineering was awarded two assignments under this original contract and both projects were expedited so that LFUCG staff could meet their deadlines. Palmer understands that this contract typically gets used for work completed on an accelerated schedule from our experience with Division on Engineering (DOE) and also LFUCG Division of Water Quality (DWQ) contracts. Palmer Engineering has also been selected repeatedly by Kentucky Transportation Cabinet (KYTC) for Statewide Roadway Design, Planning, Drainage, Environmental, Structures, and Local Public Agency (LPA) General Services Contracts. Our engineers' experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.

Over the past 47 years, **Palmer Engineering** personnel have completed more than 3,500 projects that varied in scope and fee although the quality of services has been the same regardless of the fee. The firm has 99 employees, including 44 registered professional engineers, 3 registered Professional Traffic Operations Engineers (PTOE's), 3 registered structural engineers, 11 registered land surveyors, and 8 engineers-in-training available to provide the highest quality service.

The **Meadow Lane / New Circle Road Intersection Improvements** project was assigned to Palmer Engineering under the previous contract and included constructing left-turn lanes along Meadow Lane. Palmer's staff was tasked with developing the improvements without acquiring any permanent right of way. Final plans were developed within 60 days of receiving Notice to Proceed, and the project was constructed in Fall 2015. The improvements required coordination with utility companies to relocate their line away from the proposed curb line. Palmer also assisted LFUCG with acquiring an encroachment permit from KYTC so that improvements could be made to drainage and pedestrian crosswalks along New Circle Road.

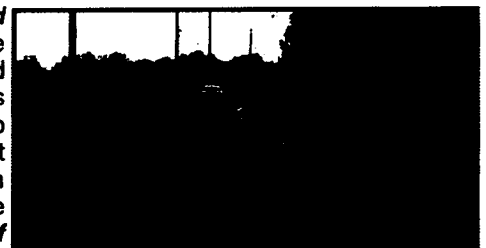


The **Pimlico Parkway / Man O' War Intersection Improvements** project was also assigned to Palmer Engineering under the previous contract and included reconstructing the right-turn radius so that large trucks could make the right turn. Currently, large vehicles have to wait for opposing vehicles to move so they can make this movement because of the tight radius. Palmer used AutoTurn software to model the path for a WB-40 truck to effectively make this maneuver and then designed a tapered radius that minimized the reconstruction and fit within the tight budget constraints. Final plans were developed within 30 days of receiving Notice to Proceed, and the project is currently under construction. During the design phase, Palmer coordinated with LFUCG Traffic Engineering so that the Mast Arm Project could be constructed prior to the roadway improvements. Palmer staff met with representatives from LFUCG and utility companies on site multiple times and staked the curb line so that future coordination issues could be avoided.



The **Chevy Chase Intersection Traffic Safety and Streetscape Redesign** represents another project with LFUCG that improved traffic operations in Lexington and reflects the local community's desire to create a pedestrian-friendly area. This project included options for alternative intersection configurations, a range of parking alternatives, traffic simulations, and streetscape design concepts. Palmer Engineering led the public involvement efforts to gain public input from the Chevy Chase neighborhood including door-to-door coordination with many of the businesses. Palmer assisted LFUCG with the intersection improvements by repaving and striping the area to the recommended layout while funding is pursued for the aesthetic features.

The **West Loudon Avenue (LFUCG) and North Green River Road Improvement (City of Henderson)** were assigned under the KYTC Statewide LPA Contract and involve projects very similar to project that could be assigned with the LFUCG Contract 1. The West Loudon Avenue Project involves reconstructing curb lines, adding sidewalks, landscaping, and bike lanes to improve the mobility of the area. The North Green River Road project reconstructed a narrow two-lane roadway through a residential community with curb and gutter and the addition of a multi-use path for pedestrian and bike movement. Palmer's **Broadway Avenue Realignment Project (City of Bowling Green)** also incorporated local public agency guidelines, traffic modeling, simulations, and graphic renderings to identify an improvement strategy that met project needs within the available budget.



The Palmer Team

Palmer Engineering has assembled an experienced team that has worked together on past LFUCG projects as well as KYTC Statewide LPA projects. **Stephen Sewell, PE, PTOE**, will be the Project Manager for the Palmer Engineering Team and the single point of contact with LFUCG. Mr. Sewell has successfully managed the previous **LFUCG Roadway and Intersection Contract** and is also the project manager for various LFUCG projects and local government projects throughout Kentucky. Mr. Sewell's experience, qualifications, and understanding of transportation issues provide LFUCG with a manager and designer who has proven he can complete any assigned task on time and within budget. **Jeff Cowan, PE, CPESC**, with more than 25 years of experience with roadway design and drainage analyses, has developed innovative designs for projects like the Broadway Avenue Realignment in Bowling Green and has provided drainage expertise to KYTC through the Statewide Drainage General Services contracts since 2010.

The **Palmer Engineering Lexington Branch Office** will lead the alternative development and preparation of plans as was completed with each of the previous two assignments. The Lexington Office will be supported by the Palmer Headquarters Office in Winchester, and all work will be performed within the Bluegrass Area Development District (BGADD). **Greg Isaacs, PE**, and **Stephanie Blain, PE, LEED AP**, have completed numerous projects for LFUCG, including the Chevy Chase Intersection Improvements, will prepare any needed permit applications and will assist the team with the preparation of the Storm Water Pollution Prevention Plans and the Erosion Control Plans as required. **Chris Bleivins** and **Lee Carolan** are also available to provide environmental oversight and analysis for any NEPA environmental clearances.



Kevin Damron, PE, will provide QA/QC guidance for Mr. Sewell and the LFUCG to implement innovative and practical solutions for matching project design with purpose and need and available funding. As the former KYTC Deputy State Highway Engineer for Project Development, he understands that general services contracts can be used to expedite and streamline the delivery of projects, especially in the MPO areas where CMAQ, TAP, and other federal funding sources are being utilized. **Chris Mischei, PE, LEED AP, CPESC**, will lead Traffic Signal Design and Roadway Lighting and will also assist with the planning and design of any Pedestrian and Bicycle Facilities.

This Palmer Team has previous examples and expertise to deliver any LFUCG project challenge. **David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources to this contract to ensure that regardless of the work order size, the assignment will be a top priority and will be completed on time. **David Deitz, PHD, PE, SE**, will lead any engineering services for Structure Design. **Integrated Engineering and Jackson Environmental Group**, will be our DBE and VOSB team members to assure that we meet or exceed the Disadvantaged Business Enterprise (DBE) goals for this contract. More information on DBE involvement is provided in Section 7 of this report.

Reasons to Select Palmer Engineering:

- *Palmer Engineering's experience and quick response have provided LFUCG with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.*
- *Palmer Engineering Project Manager Stephen Sewell, PE, PTOE, and the entire Palmer Team have extensive experience and a proven history of successfully completing similar roadway planning/design projects for LFUCG.*
- *Palmer Engineering has been selected by the LFUCG Division of Engineering (DOE) to provide similar general engineering services on the previous contract.*
- *Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure, and Local Public Agency (LPA) General Services Contracts.*
- *Palmer Engineering has excess capacity to complete any project LFUCG assigns under this contract, based on projected workload.*
- *Palmer Engineering has three registered Professional Traffic Operations Engineers (PTOE) who are experienced at providing traffic analysis for intersection improvements.*
- *Palmer Engineering and our team members have a demonstrated commitment to quality and to providing innovative, efficient design solutions within available funding.*
- *100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.*

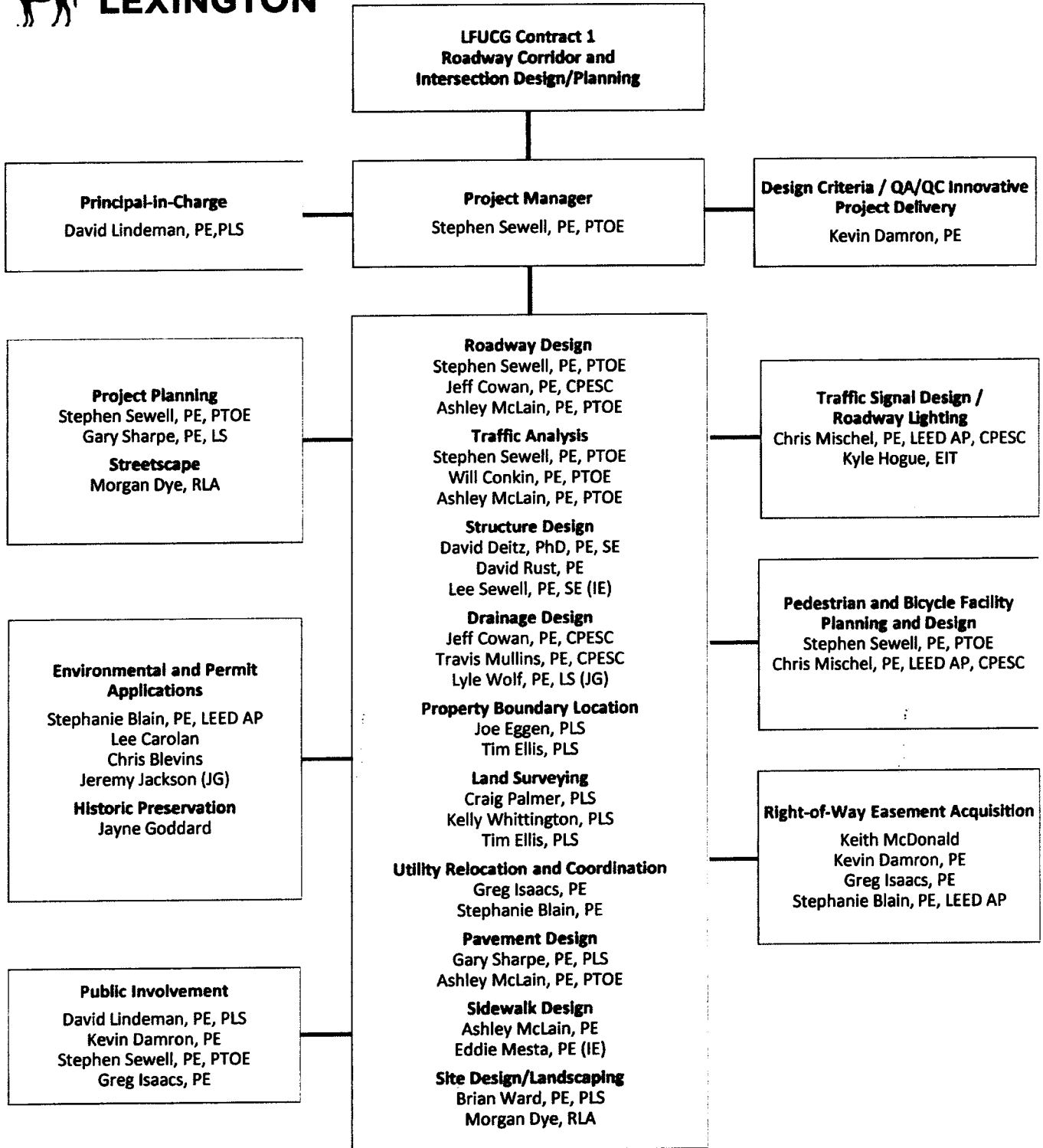
Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

Project Team Organizational Chart

Contract 1 - Roadway Corridor and Intersection Design/Planning



LEXINGTON



Stephen Sewell, PE, PTOE


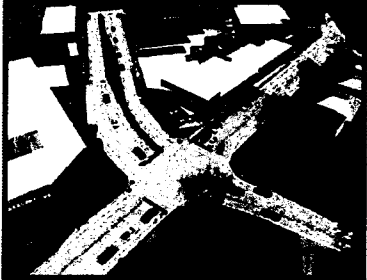
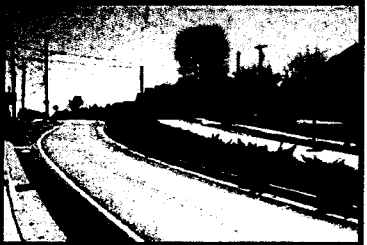


Project Manager
Lexington Office

Experience: 17 years

Education
University of Kentucky
BS, Civil Engineering, 2000

Professional Registrations:
PE--KY 2403, 2004 - 3 other states
PTOE--National, 2007

- Stephen joined **Palmer Engineering** in 1999 and was named a principal and vice president in 2016. His project management experience has ranged from projects with construction cost of \$50,000 to those in excess of \$30 million. His unique background in geometric design and traffic engineering provides LFUCG with a unique set of traits that enable cost-effective solutions for projects. Stephen is considered an expert in traffic modeling, analyzing traffic flow, and developing solutions to enhance roadway geometry. He has developed a reputation for quick responsiveness on projects with limited funding and those with accelerated or tight schedules. Related project experience includes:
- **Meadow Lane Intersection Improvements, Lexington, KY for LFUCG** - Project Manager for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired. 
- **Pimlico Parkway Intersection Improvements, Lexington, KY for LFUCG** - Project Manager for intersection improvements along Pimlico Parkway to improve turning radii along one approach. The project minimized the required permanent right-of-way acquisition and reconstructed sidewalks. Survey Staking, LFUCG traffic engineering and utility coordination were required to assure that the mast arms were installed in the correct location
- **Chevy Chase Intersection Improvements, Lexington, KY for LFUCG** - Project Engineer; developed intersection/roadway design and performed traffic analysis and 3D micro-simulations using VISSIM for four alternatives. The Euclid Avenue/Tates Creek Road/Fontaine Avenue/High Street intersection redesign involved streetscape design, consideration of access management concepts, two public meetings, one business owners' meeting, and a detailed report documenting the results. 
- **KY-3 (North Green River Road), Henderson County, KY for City of Henderson and KYTC (STW LPA Contract)** - Project Manager for 0.6 mile roadway widening to include curb and gutter and a multi-use path; Developed roadway and right-of-way plans and coordinated utility relocations; Assisted the City of Henderson in acquiring Right of Way and Easements; Developed bid documents for a construction letting.
- **Pear Orchard Road, Hardin County, KY for City of Elizabethtown** - Project Manager for a Corridor Study and final design of an intersection improvement at Ring Road and Pear Orchard Road. The Corridor Study developed an alignment for the future improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The project also involves development of design guidelines for the corridor addressing street design, sidewalks, bike lanes, and streetscape.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission** - Project Engineer; assisted in roadway design and performed traffic analysis for four alternatives for curve and intersection realignment of Broadway Avenue and High Street intersection in Bowling Green; Intersection improvements considered included conventional intersection and roundabout configuration; each alternative addressed access management for local businesses and provided pedestrian and bicycle facilities through the improvement area. 
- **West Loudon Ave, Fayette County, KY for LFUCG and KYTC (STW LPA Contract)** - Project Manager; Supervised the design of 0.25 mile of roadway improvements that included addition of sidewalks, bike lanes, streetscape, and drainage improvements; Extensive coordination with utility companies was required to minimize relocations; Also coordinated with property owners along the corridor.

Jeff Cowan, PE, CPESC

Winchester Office



Roadway Design; Drainage Design

Experience: 33 years

Education

University of Kentucky

BS, Mechanical Engineering, 1984

Professional Registrations:

PE-- KY-16389, 1990, 2 other states

CPESC--National-29,000-2005

- Jeff joined **Palmer Engineering** in 1986 as Palmer's Chief Hydraulics Engineer; As Senior Project Manager and Chief Hydraulics Engineer, he has worked on projects in all 12 KYTC highway districts. His experience ranges from a series of bridge replacements over a low floodplain in Caldwell County to bridges over the Cumberland River in Russell County and the Kentucky River in Estill County; from a 2,000' urban roadway project in Clark County to a 21,000,000 CY roadway project in Pike County; and from fast-track, emergency replacements for two bridges in Rockcastle County to a 4.2-mile urban roadway project through the heart of London. He has also designed private development projects cross the state, performed forensic analysis of drainage problems, and re-analyzed FEMA Flood Studies for projects in floodplains; Project experience includes:
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission** - Project Engineer; Assisted in the roadway and drainage design, including roadway alignment and geometry, surface water interception, and storm sewer analysis for curve and intersection realignment of Broadway Avenue and High Street intersection.
- **North Green River Road, Henderson County, KY for City of Henderson and KYTC (STW LPA Contract)** - Project Engineer for 0.6 mile of pavement rehabilitation and roadway widening with curb and gutter and a multi-use path; reviewed drainage design locations; performed constructability review; assisted with general roadway design.
- **KY Statewide Drainage for KYTC** - Managed and led drainage design for updating hydrologic and hydraulic design of roadway projects in Clay County and Rowan County, bridge replacement projects in Pike County (including FEMA map revision) and Owsley County, and hydrologic and hydraulic study in Taylor County; One of these assignments was to assist with the hydraulic analysis for the new bridge to Hacker Elementary off KY-687.

Kevin Damron, PE

Lexington / Winchester Offices



Design Criteria / QA-QC; Public Involvement

Experience: 29 years

Education:

University of Kentucky

MS, Civil Engineering, 1991

BS, Civil Engineering, 1986

Professional Registrations:

PE--KY 16975, 1991

- Kevin joined **Palmer Engineering** in 2014; project experience includes:
- **Chevy Chase Intersection Improvements, Lexington, KY for LFUCG** - Providing QA/QC and evaluating project for innovative project delivery opportunities. Project involves reconfiguring the intersections of Euclid Avenue/Tates Creek Road/Fontaine Avenue/High Street and a range of parking alternatives, and streetscape design concepts that reflect the unique character of the area and surrounding neighborhoods.
- **KY-922--Newtown Pike, Fayette County, KY for KYTC (STW Roadway Design Contract)** - Project Manager for the development of alternatives for adding a third lane from Pintail Drive at the Griffin Gate Marriott to the I-75 southbound on-ramp to relieve congestion along Newtown Pike. Other alternatives will investigate improving the on-ramp geometry and modifying the on-ramp to two lanes. Existing traffic and proposed traffic were analyzed for levels of service and delay using HCS software, and VISSIM simulations were developed for each alternative. The project is scheduled to progress to right-of-way acquisition and possibly construction in 2016.
- **KY-89--Utility Coordination, Estill County, KY** - Project Manager for coordinating the relocation of utilities for the reconstruction of 0.91 miles of KY-89 from Rice Street to the Irvine Bypass to an urban roadway with 3-lanes, curb, gutter and sidewalks; Coordinated regularly with the impacted utility companies that included through meetings and individual contacts to orchestrate the utility relocation agreements within a compressed six-month schedule to meet the letting date for a District 10 prioritized project.
- **KYTC Deputy State Highway Engineer for Project Development** - Directed the Divisions of Professional Services, Planning, Environmental Analysis, Highway Design, Highway Structures, and Right of Way and Utilities; Responsible for the development of all projects in the Kentucky Highway Plan and facilitated the KYTC record award of over \$5 billion of construction projects, including the Louisville Bridges, KY Lake Bridge, Harrodsburg Road Double Diamond, and the rehabilitation of US-60 between Lexington and Frankfort.

David Lindeman, PE, PLS



Winchester Office

*Principal-in-Charge;
Public Involvement*

Experience: 30 years

Education:

University of Kentucky
BS, Civil Engineering, 1986

Professional Registrations:

PE--KY 16712-1991, 13 other states
PLS--KY 3984-1995



- David joined **Palmer Engineering** in 1986; He has served as a Principal, Vice President, Director of Transportation, and was named President and CEO in June 2010; He is Palmer's Principal over the roadway design, right of way, environmental, and survey sections; Project experience includes:
- **KY-245/US-62, Nelson County, KY for KYTC** - Principal-in-Charge for intersection improvement at US-62 and KY-245; supervised VISSIM and Synchro traffic simulations of various improvement possibilities; supervised the geometric design of a roundabout and conventional intersections; led a brainstorming session with local officials to determine local needs.
- **Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government** - Principal-in-Charge for a feasibility study to determine the cost and viability of implementing streetscape design and traffic improvements (including access management) proposed by a group of neighborhood residents for the intersection of Euclid Avenue, Fontaine Road, and High Street. Project includes two public meetings and meetings with impacted businesses. The project received local funding to complete the initial phase of work consisting of repaving, restriping, modifying signals, and reducing the footprint of the intersection.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission** - Principal-in-Charge for the development of three alternatives for curve and intersection realignment of Broadway Avenue and High Street intersection in Bowling Green; intersection improvements considered included conventional intersection and roundabout; each alternative included access management and provided pedestrian and bicycle facilities through the improvement area.

Stephanie Blain, PE, LEED AP



Lexington Office

*Utility Relocation/Coordination;
Right-of-Way Easement Acquisition;
Environmental/Permits*

Experience: 10 years

Education:

University of Kentucky
BS, Civil Engineering, 2007

Professional Registrations:

PE--KY 25304-2011 LEED AP--2009



- Stephanie joined **Palmer Engineering** in May 2006; project experience includes:
- **KY-3 (North Green River Road), Henderson County, KY for City of Henderson and KYTC** - Project Engineer for 0.6 mile roadway widening to include curb and gutter and a multi-use path; Assisted in development of roadway and right-of-way plans and utility relocation coordination; Prepared legal descriptions for right-of-way purchase and temporary construction easements; Palmer Engineering contracted and worked with a local appraiser to prepare 2 appraisals and 20 MAR (Minimum Acquisition Review) offers.
- **KY-4 (New Circle Road), Fayette County, KY for KYTC** - Project Engineer for approximately 1.0 mile roadway widening to New Circle Road (KY-4), including improvements to the interchange at Newtown Pike (KY-922); The project also included approximately 0.4 mile roadway widening to Newtown Pike (KY-922) to include curb and gutter and sidewalks. Responsible for storm sewer layout and modeling, ditch analysis, and overall drainage coordination; Assisted in development of roadway and right-of-way plans.
- **Town Branch Trail, Fayette County, KY for Lexington-Fayette Urban County Government (TE Funds)** - Project Engineer for Sections 4 and 5 (2.1 miles) of the Town Branch Trail from 0.5 mile west of New Circle Road to Forbes Road. The 12-ft-wide multi-use trail crosses under New Circle Road and bridges over R J Corman Railroad and Town Branch Creek. The trail meanders through a closed landfill and along the historic dry laid stone walls and across the historic Glen Rose/Spring Hill Farm. The trail provided roadway improvements to Old Frankfort Pike and consolidated access points to improve safety. A CE Level III document was required, along with permitting and coordination with the floodplain study of Town Branch.
- **Trinity Road Stormwater Project, Lexington, KY for Lexington-Fayette Urban County Government** - Project Engineer involved in the preparation of project specifications and bid documents for the drainage improvements project that included the replacement of a culvert and wing walls.

Greg Isaacs, PE

Lexington Office



*Utility Relocation/Coordination;
Right-of-Way Easement Acquisition;
Public Involvement*

Experience: 21 years

Education

University of Kentucky
BS, Civil Engineering, 1998

Professional Registrations:

PE--KY-22843-2002, 5 other states



- Greg rejoined **Palmer Engineering** in September 2008 after previously working with the firm in 2006-2007; project experience includes:
- **Chevy Chase Intersection Feasibility Study; Chevy Chase Paving and Restriping Plan, Fayette County, KY for LFUCG** - Project Manager for the evaluation of design alternatives for improvements to the intersection of High Street / Euclid Avenue / Tates Creek Road / Fontaine Road and improvements to the streetscape of each approach. The study included two public meetings and two merchant meetings to gather from stakeholders in the area. Based upon the input, the design team made recommendations for the selected design alternative and developed phasing options and associated costs for the selected alternative. This study will be utilized to seek funding and as a guideline during the future design of each phase of the project; Project Manager for the design of approximately 2,000 linear feet of roadway for the Chevy Chase area. Project included coordination with the gas company for relocation of gas mains and coordination with overhead utilities.
- **East Lake Sanitary Sewer Replacement, Fayette County, KY for LFUCG** - Project Manager for the design of approximately 1,900 linear feet of 18" and 21" gravity sewer. This project is the first consent decree project for LFUCG that has gone to construction. The project required bypass pumping of the existing 48" trunk sewer to install a 8' diameter manhole. Two permanent access and utility easements and four temporary construction easements were negotiated by Palmer Engineering through a Memorandum of Understanding. The project traversed 2 parcels with a single property owner; Successfully negotiated with the property owner. Palmer was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners; and facilitating sign-offs on all necessary easements.

David Deitz, PhD, PE, SE

Winchester Office



Structure Design

Experience: 20 years

Education

University of Kentucky
PhD, Civil Engineering (Structures), 1998

Professional Registrations:

PE--KY-21473-2000, 5 other states
SE--KY-2031



- David joined **Palmer Engineering** in 1998, was named Deputy Director of Structures in 2006, and Vice President in 2016; project experience includes:
- **Trinity Road / Wellington Way Drainage Project, Lexington, Kentucky, for LFUCG** - Provided technical oversight for the replacement of an existing concrete culvert along Wellington Way with a precast concrete culvert. Palmer Engineering's role included structural inspection and assessment of the existing culvert. Working with the client, the team decided to replace the deteriorated structure. To minimize the impact to traffic directly below Wellington Way during construction, a double barrel 4 ft x 2 ft precast concrete culvert was chosen as the replacement. The ends of the culvert, outside the traveled way, were cast-in-place concrete to accommodate complicated inlet and outlet conditions that included multiple pipe connections of varying size.
- **KY-4, New Circle Road, Fayette County, KY for KYTC** - Structures Deputy Project Manager for design of Georgetown Road, Newtown Pike, and Lexmark bridges. Palmer structural engineers worked closely with roadway designers to correct existing vertical clearance deficiencies as well as develop an efficient MOT which included maintaining the structural integrity of the existing structures during their phased removal.
- **KY-876 Culverts, Madison County, KY for Madison County Fiscal Court** - Project Manager for the design of two culvert extensions, one culvert replacement, and a retaining wall along a 2.1 mile improvement to KY-876. Design aspects included yielding and unyielding foundations, long wing walls, geometric complexities, and accounting for varying fill conditions during construction and final traffic conditions, (i.e. varying fill depths); Responsible for condition assessment of culverts to be extended.

Chris Blevins

Winchester Office



*Environmental and
Permit Applications*

Experience: 21 years

Education

Ohio University
BS Geography, 1990

Professional Registrations:

None



- Chris joined **Palmer Engineering** in 1997; project experience includes:
- **Town Branch Trail, Fayette County, KY for LFUCG** - Environmental Project Manager for Categorical Exclusion Level II, UST/HAZMAT, Section 106/Cultural Resources for a multi-use project approximately 2.4 miles from downtown Lexington to Masterson Station Park; Main issues include Section 4(f) property and cultural resources; Coordinated public involvement activities as well as a Public Information Meeting; Processed the Section 4(f) documentation as a de minimis net benefit use for impacts to the historic rock wall along Old Frankfort Pike.
- **US-421, Fayette County, KY for KYTC** - Project Manager for Project Overview and NEPA documentation of 1.6 miles of a new highway from Greendale Road to Masterson Station Park; responsible for writing the Socioeconomic Impact Analysis, and the Categorical Exclusion Level III report; prepared Section 4(f) and 6(f) documentation for park property; participated in Public Involvement activities, including public meetings and informal interviews.
- **KY Statewide Environmental Services Contract for KYTC** - Environmental Scientist and Project Manager; oversaw the development and authored technical studies in Environmental Documentation, Socioeconomic Impact Analysis, Environmental Justice, Traffic Impact Noise Analysis, and Air Quality Analysis; In addition, coordinated and performed quality control for Aquatic/Terrestrial, UST/HAZMAT, GIS, and Cultural Resources documentation. Projects consisted of new alignment alternatives, upgrading existing facilities, and continuation of existing KYTC project by other consultants; assisted with Public Involvement activities, including public meetings and informal interviews; Assisted in the development of an Environmental Justice checklist approved by FHWA in 2002 and worked on the development of the Categorical Exclusion Manual for KYTC.

Christopher Mischel, PE, CPESC

Lexington Office



*Traffic Signal / Roadway Lighting;
Pedestrian/Bicycle Facilities*

Experience: 19 years

Education:

University of Kentucky
BS, Civil Engineering, 1997

Professional Registrations:

PE-- KY-22028-2002 & other states
CPESC - 4907 - 2005 LEED AP-2009



- Chris joined **Palmer Engineering** in 1999; project experience includes:
- **Mast Arm Signals, Richmond, KY for Eastern KY University (STW LPA Project)** - Civil Engineer for signal design for the reconstruction of the existing signal at Barnes Mill Road and Lancaster Avenue; The new mast arm signal will include decorative poles and aesthetic features to compliment the new Lancaster Avenue Gateway Project; Coordinated with utility companies, KYTC, ECU, and architects on the placement of the poles.
- **Mast Arm Signals, Winchester, KY for the City of Winchester (STW LPA Project)** - Civil Engineer for replacement of existing pole and wire traffic signals with steel mast arm traffic signals at the intersection of Main Street (US-60) and Broadway in downtown Winchester; Prepared traffic signal plans for removal of existing traffic signal system and placement of proposed traffic signal system while leaving the existing traffic signal system in service; Provided structural analysis using SALSA software on the traffic signal poles; Coordinated with the city on the type and style of mast arm pole system that also met KYTC standards; Prepared and submitted plans and specifications for KYTC approval.
- **I-75, New Connector Road, Scott County, KY for KYTC** - Project Engineer for multiple traffic signal plan designs on New Connector Road between KY-32 and US-62 at I-75 in Scott County near Georgetown and the Toyota automotive plant; Three signals were designed along New Connector Road--at KY-32, at US-62; and at I-75. Pole and base calculations were provided using KYTC-approved Signal and Lighting Structural Analysis (SALSA) structural calculations, which verify that the forces placed on signal poles and messenger wire meet safety requirements.

LFUCG Urban Street Improvements Fayette County, Lexington, KY



Intersection Design/Streetscape Improvements Project Manager: Stephen Sewell, PE, PTOE

Project Description:

Meadow Lane

The Meadow Lane Intersection Improvement project included roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Surveying and utility coordination were performed, and KYTC encroachment permits were acquired. The project was surveyed and designed in approximately 3-1/2 weeks and let to construction during Fall 2015. Following the award of the construction contract, Palmer surveyors met with the contractor's surveyors to re-establish the control points that were destroyed during the relocation of utilities. The project is now complete.



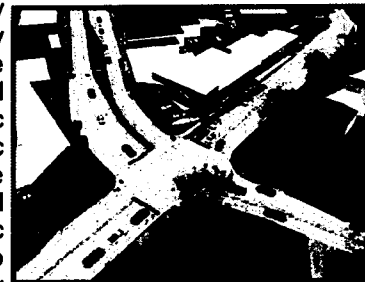
Pimlico Parkway

This project consisted of roadway improvements at Man O' War Intersection to correct turning radii in one quadrant to facilitate truck traffic. The project required relocation of a sidewalk, installation of curb and gutter, and coordinating location of a mast arm signal pole. Palmer also provided field staking during utility relocation to assure no issues during construction.



Chevy Chase

Palmer Engineering prepared a feasibility study to determine the cost and viability of implementing improvements for the intersection of Euclid Avenue, Fontaine Street, and High Street. The intersection serves many businesses, contains both commercial and city parking, has a high level of pedestrian and bicycle activity, and has several apartment buildings and rental property serving UK students. Traffic forecasts were prepared, and a VISSIM traffic simulation was developed; recommendations were made indicating turn-lane extensions and reductions for managing the design year traffic flows. Streetscape improvements were examined to incorporate green technologies and potentially urban art. Back-in parking was implemented and increased the number of available parking and improved safety. Palmer coordinated with KYTC and utility companies to complete the design; the initial phase of work consisting of repaving, restriping, modifying signals, and reducing the footprint of the intersection is complete.



West Loudon Avenue

The West Loudon Avenue Project consist of roadway improvements between North Broadway and Limestone Avenue. The sidewalk, bicycle lanes, and raised medians along this section will enhance the corridor and maintain traffic patterns. The intersection design at each end of the corridor will be improved to accommodate pedestrians and vehicular traffic.



Common Team Members:

- Stephen Sewell, PE, PTOE
- David Lindeman, PE, PLS
- Travis Mullins, PE, CFESC
- Morgan Dye, RLA
- Stephanie Blain, PE
- Kevin Damron, PE
- Keith McDonald
- Jayne Gordard

Project Similarities:

- LFUCG Projects
- Intersection Analysis
- Aesthetic Enhancements
- Bicycle and Pedestrian Facilities
- KYTC Coordination
- Intersection Design
- Utility Coordination
- Survey
- Drainage Erosion Control
- Environmental Document
- Right-of-Way Coordination
- Public Meetings

Project Information:

Agency: LFUCG

Client Contact:

Mark Forbes, LFUCG
859-258-3428

Bob Bayert
859-258-3441

George Milligan
859-258-3208

Brian Hayes
859-258-3410

Dates: 2014-Present

Local Government Projects Multiple Locations, KY



Intersection Design/Streetscape Improvements Project Manager: Stephen Sewell, PE, PTOE

Project Description:

Broadway Avenue, Bowling Green, KY

The Broadway Curve Realignment project is located at the intersection of Broadway Avenue and High Street; three blocks southeast of downtown Bowling Green, KY. The intersection had two misaligned streets that created a very sharp back-to-back S-curve. As a subconsultant, Palmer Engineering led the intersection analysis and alternative development as well as the work with a Citizens' Advisory Committee for Context-Sensitive design. During the Preliminary Design phase, the project team evaluated the current roadway geometrics and developed two conventional alternatives and a roundabout alternative. Each alternative provided pedestrian/bicycle facilities through the improvement area. The preferred alternatives develop crosswalks at locations with adequate sight distances.



Pear Orchard Road, Elizabethtown, KY

The Pear Orchard Road project involves a Corridor Study to develop an alignment for the future improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The corridor connects Ring Road (KY-3005) and the North Dixie Avenue (US-31W) corridor, the highest volume commercial area in the region.



The project also involves development of transportation design guidelines for the corridor addressing street design, sidewalks, bike lanes, and streetscape while setting parameters for access control along the corridor, as well as evaluates potential public utility upgrades along the corridor.

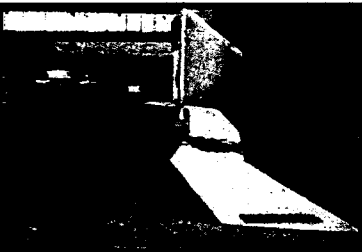
North Green River Road, Henderson, KY

The urban roadway and multi-use path project involved constructing a 10-foot-wide multi-use path along a residential area along North Green River Road in Henderson, KY. The project included environmental document preparation, Nationwide Permit, utility relocation, public meeting facilitation, right-of-way acquisition, and construction administration for a multi-use path. The urban roadway reconstruction project improved the design speed to 35 mph and included storm sewer design and correction of drainage issues with a box culvert.



Southland Drive, Lexington, KY

The Southland Drive Sidewalk improvement project involves constructing sidewalks from Rosemont Garden to Nicholasville Road. The corridor is a commercial corridor that is currently redeveloping, and the addition of bike lanes, sidewalks, and streetscape will enhance the corridor-user experience. The project will repair existing sidewalks and construct sidewalks in the areas that currently do not have sidewalks. Drainage within the corridor will be improved, and storm sewer will be added in areas that require closed system storm sewer. The project includes public involvement.



Common Team Members:

- Stephen Sewell, PE, PTOE
- David Linkman, PE, PLS
- Travis Mullins, PE, CEESC
- Morgan Dye, RLA
- Stephanie Blair, PE
- Kevin Darron, PE
- Keith McDonald
- Jayne Godhard
- Leo Garland

Project Similarities:

- Urban Roadway Design
- Intersection Analysis
- Sidewalk Design
- Alternative Development
- Aesthetic Enhancements
- Bicycle and Pedestrian Facilities
- Streetscape
- KYTC Coordination
- Intersection Design
- Utility Coordination
- Survey
- Drainage Erosion Control
- Environmental Document
- Right-of-Way Coordination
- Public Meetings

Project Information:

Agency

City of Bowling Green
City of Elizabethtown
City of Henderson
LFUCG

Client Contact:

Melissa Caster, PE
City of Bowling Green
270-393-3628

Edward Poppe
City of Elizabethtown
270-765-6121

Buzzy Newman
City of Henderson
270-831-1200

Jonathan Hullinger, LFUCG
859-258-3430

Dates

2007-2008
2014-2016
2012-2013
2016-Present

PALMER ENGINEERING
Client List



Client Name: Lexington-Fayette Urban County Govt.
Contact: Mark Feibes
Phone No: 859-258-3428
E-Mail Address: mfeibes@lexingtonky.gov
Similar Projects: Meadow Lane Turn Lanes;
Versailles Road; West Loudon Ave.

Client Name: Lexington-Fayette Urban County Govt.
Contact: Bob Bayert
Phone No: 859-258-3441
E-Mail Address: bobb@lexingtonky.gov
Similar Projects: Pimlico Parkway/MOW Intersection

Client Name: Lexington-Fayette Urban County Govt.
Contact: Vernon Azevedo
Phone No: 859-425-2438
E-Mail Address: vazevedo@lexingtonky.gov
Similar Projects: Ecton Park Sanitary Sewer

Client Name: Lexington-Fayette Urban County Govt.
Contact: Jonathan Hollinger
Phone No: 859-258-3430
E-Mail Address: jhollinger@lexingtonky.gov
Similar Projects: Southland Drive

Client Name: Lexington-Fayette Urban County Govt.
Contact: Keith Lovan
Phone No: 859-258-3478
E-Mail Address: klovan@lexingtonky.gov
Similar Projects: Southland Drive

Client Name: KY Transportation Cabinet--District 7
Contact: Shane Tucker
Phone No: 859-246-2355
E-Mail Address: shane.tucker@ky.gov
Similar Projects: EKU Sidewalks and Lighting;
EKU Mast Arms; Clark County Mast Arms;
West Loudon Ave.

Client Name: KY Transportation Cabinet--District 2
Contact: Nick Hall
Phone No: 270-824-7080
E-Mail Address: nick.hall@ky.gov
Similar Projects: KY-3, Green River Road

Client Name: KY Transportation Cabinet--Central
Contact: Bill McKinney
Phone No: 502-564-4560
E-Mail Address: bill.mckinney@ky.gov
Similar Projects: Town Branch Trail

Client Name: Winchester/Clark Industrial Authority
Contact: Todd Denham
Phone No: 859-744-9229
E-Mail Address: info@winchesterindustry.com
Similar Projects: Industrial Park Railroad Bridge;
Multiple WIA Projects

Client Name: Lewis County Fiscal Court
Contact: Todd Ruckel
Phone No: 606-796-0822
E-Mail Address: lewiscountyjudge@yahoo.com
Similar Projects: Straight Fork Road

Client Name: Boyd County Fiscal Court
Contact: Steve Towler
Phone No: 606-232-0716
E-Mail Address: nickie@boydfiscal.com
Similar Projects: Clay Jack Bridge Replacement

Client Name: Lexington-Fayette Urban County Govt.
Contact: Ben Krebs
Phone No: 859-258-3426
E-Mail Address: bkrebs@lexingtonky.gov
Similar Projects: Crimson King Court / Coldstream Court
Stormwater Study

Client Name: Lexington-Fayette Urban County Govt.
Contact: Brian Hayes
Phone No: 859-258-3410
E-Mail Address: bhayes@lexingtonky.gov
Similar Projects: Trinity Rd Storm Water; Versailles Rd.

Client Name: Lexington-Fayette Urban County Govt.
Contact: Rick Curtis
Phone No: 859-258-3281
E-Mail Address: rcurtis@lexingtonky.gov
Similar Projects: Public Safety Building Renovation

Client Name: City of Henderson
Contact: William Newman
Phone No: 270-831-1200
E-Mail Address: bnewman@cityofhendersonky.org
Similar Projects: North Green River Rd.; Wathen Ln.;
Sand Lane

Client Name: City of Winchester
Contact: Ed Burtner, Mayor
Phone No: 859-744-2821
E-Mail Address: eburtner@winchesterky.com
Similar Projects: Seventh Street Traffic Improvements;
BCTC Sidewalk Trail;
Multiple City Projects

Client Name: City of Elizabethtown
Contact: Scott Reynolds
Phone No: 270-765-6121
E-Mail Address: scott.reynolds@elizabethtownky.gov
Similar Projects: Pear Orchard Road

Client Name: KYTC Office of Local Programs
Contact: Jackie Jones
Phone No: 502-564-2060
E-Mail Address: jackie.jones@ky.gov
Similar Projects: Dawkins Line Trail; Legacy Trail

Client Name: KYTC Office of Local Programs
Contact: Kimberly Tompkins
Phone No: 502-564-2060
E-Mail Address: Kimberly.tompkins@ky.gov
Similar Projects: Shively Sidewalks; ECU sidewalks

Client Name: Madison County Fiscal Court
Contact: Reagan Taylor
Phone No: 859-624-1200
E-Mail Address: Reagan.Taylor@madisoncountyky.us
Similar Projects: Sam Jones Road; Battlefield
Preservation; KY 876; Boones Trail

Client Name: City of Bowling Green
Contact: Melissa Cansler
Phone No: 270-393-3628
E-Mail Address: Melissa.Cansler@bgky.org
Similar Projects: Broadway Ave. Curve

PALMER ENGINEERING
DBE/VOSB Participation Plan



RFQ #38-2016--Professional Engineering Services Contract 1--Roadway Corridor and Intersection Design/Planning

Palmer Engineering is committed to involving minority- and veteran-owned firms in these contracts and meeting or exceeding the DBE goal of 13 percent as we have done on past KYTC and LFUCG projects. Palmer Engineering will provide meaningful and significant work to the DBE/MBE-certified firms of Integrated Engineering (IE) and Jackson Group (JG).

Both IE and Jackson Group are Small Businesses; IE is a well-rounded firm, which provides a broad range of services; Jackson Group is a specialty firm, which provides environmental and drainage design.

Goals: The primary goals of our plan are:

- To have 13 percent of the work related to each contract be completed by DBE/VOSB firms
- To enhance existing DBE/VOSB engineering firms in the region
- To foster a positive environment for DBE/VOSB businesses
- To encourage the continued growth and future stability of DBE/VOSB firms

Action Items: In order for our team to be able to accomplish the goals of our DBE / MBE Plan, we propose the following methods:

- Assign meaningful and significant work for each project
- Monitor progress and evaluate performance in order to provide constructive feedback

Integrated Engineering

IE is a Lexington-area roadway and civil design firm led by *Harsha Wijesiri, PE, LSIT*. He is a former Palmer Engineering employee, who has a long-standing relationship with Palmer Engineering staff and familiarity with Palmer procedures for developing projects. Mr. Wijesiri has worked on a wide variety of roadway design and surveying projects. IE employees recently worked with Palmer Engineering on the Town Branch Trail Project for LFUCG, as well as numerous other projects. Mr. Wijesiri and other IE employees will provide surveying services and assist with other services as needed.

Jackson Group

Jackson Group (JG) is a veteran-owned consulting engineering company providing environmental and drainage design engineering services. Jackson Group is a certified Veteran-Owned Small Business in accordance with Small Business Administration (SBA) requirements. *Jeremy Jackson* and other Jackson Group employees have worked with Palmer Engineering on a number of projects including the Versailles Road Corridor Improvement for LFUCG. Jackson Group will provide drainage design and permitting as needed

The Palmer Engineering Project Team has well-established working relationships with the aforementioned DBE/VOSB firms through other projects. Our continued working partnership with both IE and Jackson Group fosters an atmosphere of learning, trust, and mutual respect for both the DBE/VOSB firm and Palmer Engineering as Palmer fosters their growth and experience while working together for LFUCG. Appropriate mentoring, training, and additional assistance will be provided for DBE/VOSB firms, as needed, to ensure timely completion of assigned tasks in a quality manner.

Attachment 1

Project Team Location(s)

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Winchester, KY	1969	50	15
Local Office	Lexington, KY	2007	8	8
PM Location	Lexington, KY			
SubConsultants				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

Notes:

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

AFFIDAVIT

Comes the Affiant, David Lindeman, PE, PLS, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is David Lindeman, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Palmer Engineering, 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.

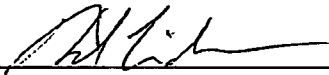
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

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.

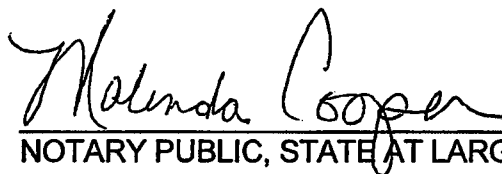


STATE OF Kentucky

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me
by David Lindeman, PE, PLS on this the 9th day
of November, 2016.

My Commission expires: 08/25/19


_____ ID# 540625
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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


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

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

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

Bidders

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



Signature

Palmer Engineering

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Palmer Engineering

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	8	8														8	
Professionals	54	47	5								1			1		48	6
Superintendents	9	9														9	
Supervisors																	
Foremen																	
Technicians	20	16	4													16	4
Protective Service																	
Para-Professionals																	
Office/Clerical	7		7														7
Skilled Craft																	
Service/Maintenance	2	1	1													1	1
Total:	100	81	17								1			1		82	18

Prepared by: Kim Warren, CPA - Chief Financial Officer Date: 11 / 9 / 16

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Palmer Engineering

Complete Address: 301 East Main Street, Suite 900, Lexington, KY 40507
Street City Zip

Contact Name: David Lindeman Title: President and CEO

Telephone Number: 859-389-9293 Fax Number: 859-744-1218

Email address: dlindeman@palmernet.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 38-2016

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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering Eddie Mesta, PE 166 Prosperous Place, Suite 220 Lexington, KY 40509 Phone: 859-368-0145 eddie@int-engineering.com	DBE	Survey and Roadway Design		10%
2. Jackson Group Lyle (Rick) Wolfe, Jr., PE 3945 Simpson Lane Richmond, KY 40475 Phone: 859-623-0499 rwolf@jacksongroupco.com	SDVOB	Drainage and Environmental Permitting and Coordination		3%
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.

Palmer Engineering
Company


Company Representative

11/9/16
Date

President and CEO
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 38-2016

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

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

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

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Palmer Engineering
Company
11/9/16
Date


Company Representative
President and CEO
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

11/9/16

Date

AFFIRMATIVE ACTION

POLICY STATEMENT

It is the policy of Palmer Engineering Company (PEC) to support and promote equal employment opportunity. As president and CEO of PEC, I am committed to a hiring and promotion program that assures all qualified persons without regard to race, color, religion, sex (includes sexual harassment), national origin, disability, age (40 years or more) and veteran status (Vietnam Era, Desert Storm/Shield or disabled) the opportunity for work and advancement. Further, I totally support and defend the Affirmative Action Plan of this company.



David Lindeman, President

January 4, 2016

January 2, 1986
Revised/Updated January 4, 2016

PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN

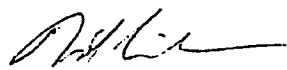
The following Affirmative Action Plan has been adopted by our company to take affirmative action to afford Equal Employment Opportunity to any and all qualified persons without regard to race, religion, sex, color, handicap, veteran, or national origin.

1. The purpose of this Affirmative Action Program is to comply with Executive Order No. 11246 regarding direct Government Contracts. All personnel having responsibility for hiring, promoting, laying off or disciplining employees will read and be familiar with this Affirmative Action Plan.
2. The Equal Employment Opportunity responsibility is designated to Mr. Kim Warren, who for the purpose of this plan, will be this company's Equal Employment Opportunity Officer, and is charged with the responsibility of securing compliance and advising corporate officials of progress.
3. The provisions of the Specifications concerning EEO will be revised annually by the EEO Officer to insure that the requirements are met and receive proper attention.
4. When work has commenced on a new project, the following shall be done:
 - A. The project manager will be informed on EEO matters concerning the particular project by the EEO Officer. This may also be done after a contract is received, before the new project starts.
 - B. Necessary steps will be taken to insure that provisions are incorporated in applicable subcontracts as outlined in "Contractor's Agreement", Section 202, Paragraph 1 thru 7, Executive Order No. 11246.
 - C. Each subcontractor will be furnished a copy of this Affirmative Action Plan and our EEO policy. They will be requested in writing to acknowledge to this company in writing that they understand our Policy, and their obligations to take affirmative action.

- D. Project managers and all supervisory personnel who employ or cause to be employed, to include field office personnel, will be asked to endorse a copy of this Policy and the Program as outlined herein to the effect that they have read same, and that they understand its contents, and that same will be complied with regarding matters within their control.
 - E. Other organizations or works with whom we have agreements or understandings will be advised of the respective project and will be asked, in writing to advise this company in writing whether or not their policies and practices are consistent with these requirements. If a negative reply is received, and all other attempts to negotiate have failed, the matter will then be taken up with the proper Federal, State, or Local Authorities for further compliance and/or ruling.
 - F. A copy of both the Policy and Program will be posted on the bulletin board where it will be viewed easily by all employees, and applicants for employment.
 - G. An EEO poster will be posted on the bulletin board.
5. Project managers and the EEO Officer shall review and discuss composition of on-site employment with supervisors to indicate that this is the desire of management to carry out its Policy and Program. This subject will also be a topic for discussion regularly in job meetings of supervisory personnel.
 6. Where applicable, it will be made known publicly that applications for employment are desired of all qualified persons regardless of race, religion, sex, color, handicap, veteran, or national origin.
 7. Only recruitment sources, which state in writing that they acknowledge our EEO Policy and refer on that basis, will be used.
 8. All notices in newspapers, etc., for prospective employees will contain the phrase "Equal Opportunity Employer".
 9. This company is committed to the inclusion of non-discriminatory provisions on agreements, and that workmen will be referred hereunder without regard to race, religion, sex, color, handicap, veteran, or national origin.
 10. Capable unskilled or semi-skilled workmen are to be upgraded to skilled or semi-skilled positions without regard to race, religion, sex, color, handicap, veteran, or national origin.

11. Interviews with prospective employees, subcontractors, and Joint Ventures will be made without regard to race, religion, sex, color, handicap, veteran, or national origin.
12. An immediate re-evaluation of qualifications of lower echelon minority groups will be made to insure equal consideration for job progression based on standards and qualifications which should be no higher or no lower than those established for any other group.
13. The company will insure that all services and benefits offered by this company will be made available to all employees regardless of race, religion, sex, color, handicap, veteran, or national origin.
14. The EEO Officer will periodically review all employment records of all employees in order to assure promotion and advance without regard to race, religion, sex, color, handicap, veteran, or national origin.
15. Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, religion, sex, color, handicap, veteran, or national origin. Layoffs due to lack of work shall not be based on race, religion, sex, color, handicap, veteran, or national origin.

PALMER ENGINEERING COMPANY



David Lindeman, President

January 2, 1979
Revised January 4, 2016

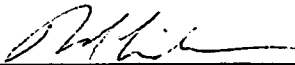
NOTICE

Kim Warren, Chief Financial Officer, is hereby re-appointed Equal Employment Opportunity Officer.

Anyone who feels he or she has been discriminated against for any reason shall report the infraction to Mr. Warren, who shall process the claim in accordance with rules and regulations as established by Secretary of Labor and Executive Order No. 11246, September 24, 1965.

Said notice to be posted on employee's bulletin board.

PALMER ENGINEERING COMPANY



David Lindeman, President

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Palmer Engineering Company	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) P.O. Box 747	Requester's name and address (optional)
	6 City, state, and ZIP code Winchester, KY 40392-0747	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> <td style="width: 25px; height: 20px; border: 1px solid black;"></td> </tr> </table>												
OR												
Employer identification number												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">6</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">1</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">-</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">0</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">6</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">7</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">9</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">0</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">1</td> <td style="width: 25px; height: 20px; border: 1px solid black; text-align: center;">2</td> </tr> </table>	6	1	-	0	6	7	9	0	1	2		
6	1	-	0	6	7	9	0	1	2			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Kim Adams CPA</i>	Date ▶ <i>1/6/16</i>
------------------	---	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

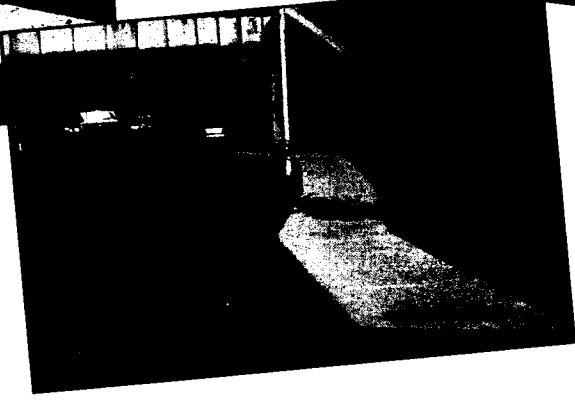
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



301 East Main Street, Suite 900
Lexington, KY 40507
859-389-9293
www.palmernet.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2017

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).

PRODUCER The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME: PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C: AM Casualty Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER D: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER E: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: Continental Casualty Company	20443	INSURER C: AM Casualty Co of Reading PA	20427	INSURER D: National Fire Insurance Co of Hartford	20478	INSURER E: XL Specialty Insurance Company	37885	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Valley Forge Insurance Company	20508														
INSURER B: Continental Casualty Company	20443														
INSURER C: AM Casualty Co of Reading PA	20427														
INSURER D: National Fire Insurance Co of Hartford	20478														
INSURER E: XL Specialty Insurance Company	37885														
INSURER F:															
INSURED Palmer Engineering Company P. O. Box 747 Winchester, KY 40392															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

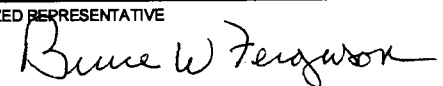
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6012733050	05/01/2017	05/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6012733078	05/01/2017	05/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$10,000	X	X	6012733064	05/01/2017	05/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6012733047	05/01/2017	05/01/2018	<input checked="" type="checkbox"/> PER STATUTE <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
E	Professional Liability		X	DPR9909028	12/05/2016	12/05/2017	Each Claim 4,000,000 aggregate 4,000,000

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

Lexington-Fayette Urban County Government is included as Additional Insured with respect to General Liability and Automobile Liability for the referenced project. Coverage is primary. Note: Requirements for Environmental Liability and Pollution Liability: Environmental Liability is basically a contractor designed coverage, rather than for consulting architects and engineers. The professional liability policy does not exclude pollution incidents that arise out of the scope of professional services. (Per Mr. Tom Sweeney, Claims Manager, Dept of Law, LFUCG, this is acceptable.)

CERTIFICATE HOLDER CANCELLATION

Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

EXHIBIT C

**FURTHER DESCRIPTION OF BASIC
ENGINEERING SERVICES AND
RELATED MATTERS**

1. Project Assignment Form Template

LFUCG PROJECT ASSIGNMENT NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR

CONSULTANT

OWNER

Name	<hr/>	Lexington Fayette Urban County Government
Street Address	<hr/>	200 East Main Street
City, State, Zip	<hr/>	Lexington, KY 40507
Contact Person	<hr/>	
Telephone	<hr/>	859-258-3410
Fax	<hr/>	859-258-3458
E-Mail	<hr/>	

Project Assignment Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

Two originals of this work order shall be executed by the Owner and returned to _____. A fully executed copy will be returned to the Owner.