

EXHIBIT A

SCOPE OF SERVICES

**Meadows-Northland-Arlington
Neighborhood Improvement Projects
Phases 6
Engineering Design Services
Scope of Services and RFP**



Lexington-Fayette Urban County Government

Request For Proposal

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #61-2015 Engineering Design Services MNA Phase 6 Revised** 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 **December 29, 2015**.

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

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

RFP #61-2015 Engineering Design Services MNA Phase 6 Revised

If mailed, the envelope must be addressed to:

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

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

Proposals, once submitted, may not be withdrawn for a period of sixty (60) calendar days.

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

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

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

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

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

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

Laws and Regulations

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

Equal Employment Opportunity

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

Kentucky Equal Employment Opportunity Act

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

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

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

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

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:

Proposals shall be evaluated and ranked according to the following criteria:

Criteria				Points																				
<p>1. Estimated cost of services Score = Lowest Price of All Submittals/Firm's Price x Total Number of Points Available</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Scoring Example</th> <th style="text-align: center;">Firm A</th> <th style="text-align: center;">Firm B</th> <th style="text-align: center;">Firm C</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td style="text-align: right;">\$200,000.00</td> <td style="text-align: right;">\$ 375,000.00</td> <td style="text-align: right;">\$425,000.00</td> </tr> <tr> <td>Total Number of Points</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> <td style="text-align: center;">15</td> </tr> <tr> <td>Best Price</td> <td style="text-align: right;">\$200,000.00</td> <td style="text-align: right;">\$ 200,000.00</td> <td style="text-align: right;">\$200,000.00</td> </tr> <tr> <td>Weighted Score</td> <td style="text-align: center;">15.0000</td> <td style="text-align: center;">8.0000</td> <td style="text-align: center;">7.0588</td> </tr> </tbody> </table>				Scoring Example	Firm A	Firm B	Firm C	Price	\$200,000.00	\$ 375,000.00	\$425,000.00	Total Number of Points	15	15	15	Best Price	\$200,000.00	\$ 200,000.00	\$200,000.00	Weighted Score	15.0000	8.0000	7.0588	<p>Maximum 15</p>
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Best Price	\$200,000.00	\$ 200,000.00	\$200,000.00																					
Weighted Score	15.0000	8.0000	7.0588																					
<p>2. Specialized experienced and technical competence of the person or firm with the type of service required; including but not limited to knowledge of urban roadway design, knowledge of LFUCG Division of Water Quality sanitary sewer design criterion, knowledge of LFUCG Division of Engineering procedures and protocols, knowledge of LFUCG standard drawings and specifications.</p> <p><u>Scoring</u> Respondent demonstrates knowledge and experience in urban roadway design, LFUCG Division of Water Quality sanitary sewer design criterion, LFUCG Division of Engineering procedures and protocols, LFUCG standard drawings and specifications. – 20 points</p> <p>Respondent demonstrates knowledge and experience in at least 3 of the following urban roadway design, LFUCG Division of Water Quality sanitary sewer design criterion, LFUCG Division of Engineering procedures and protocols, LFUCG standard drawings and specifications. – 15 points</p> <p>Respondent demonstrates knowledge and experience in at least 2 of the following urban roadway design, LFUCG Division of Water Quality sanitary sewer design criterion, LFUCG Division of Engineering procedures and protocols, LFUCG standard drawings and specifications. – 10 points</p> <p>Respondent demonstrates knowledge and experience in at least 1 of the following urban roadway design, LFUCG Division of Water Quality sanitary sewer design criterion, LFUCG Division of Engineering procedures and protocols, LFUCG standard drawings and specifications. – 5 points</p> <p>Respondent demonstrates knowledge and experience in at least 1 of the following urban roadway design, LFUCG Division of Water Quality sanitary sewer design criterion, LFUCG Division of Engineering procedures and protocols, LFUCG standard drawings and specifications. – 0 points</p>				<p>Maximum 20</p>																				

<p>3. Firm's Project Completion Background</p> <p><u>Scoring</u> Completion of 7 previous, similar projects within the proposed timeframe and budget – 15 points</p> <p>Completion of 5 previous, similar projects within the proposed timeframe and budget – 10 points</p> <p>Completion of 3 previous, similar projects within the proposed timeframe and budget – 5 points</p> <p>Completion of 0 previous, similar projects within the proposed timeframe and budget – 0 points</p>	<p>Maximum 15</p>
<p>4. References from Similar Projects</p> <p><u>Scoring</u> Respondent lists 7 previous clients with similar projects/work items and all references give excellent response on quality of service – 20 points</p> <p>Respondent lists 5 previous clients with similar projects/work items and all references give excellent response on quality of service – 15 points</p> <p>Respondent lists 3 previous clients with similar projects/work items and all references give excellent response on quality of service – 10 points</p> <p>Respondent lists 1 previous clients with similar projects/work items and all references give excellent response on quality of service – 5 points</p> <p>Respondent lists 0 previous clients with similar projects/work items – 0 points</p>	<p>Maximum 20</p>
<p>5. Firm's familiarity with the details of the project</p> <p><u>Scoring</u> Respondent demonstrates thorough familiarity with the project – 20 points</p> <p>Respondent demonstrates partial familiarity with the project – 15 points</p> <p>Respondent demonstrates no familiarity with the project – 15 points</p>	<p>Maximum 20</p>
<p>6. Office status and location of employees</p> <p><u>Scoring</u> Prime has Fayette County headquarters – 10 points</p> <p>Prime has "local" headquarters (Local shall be defined as being located in counties served by the Bluegrass Area Development District - see BGADD.org for a complete list) – 7 points</p> <p>Prime has non-local Kentucky headquarters – 5 points</p>	<p>Maximum 10</p>

Prime has non-local Kentucky office – 3 points	
Prime has no Kentucky office (consider distance) – 1 to 3 points	

Maximum Score: 100

An interview with some or all of the respondents may be requested.

See additional information about selection criteria in specifications.

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

Questions shall be submitted via Economic Engine at:
<https://lfucg.economicengine.com>

Or submitted to:

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

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

Katharine Pentecost

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Harsha Wijesiri on this the 29th day of December, 2015.

My Commission expires: 4.20.2019

Katharine Pentecost
NOTARY PUBLIC, STATE AT LARGE

KATHARINE PENTECOST
NOTARY PUBLIC
Kentucky, State At Large
I.D. # 532382
My Commission Expires 4/20/2019

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.

_____ 12/19/2015

Signature

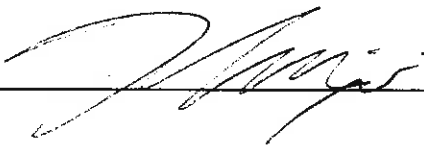
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Integrated Engineering

Date: 12/29/2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								1
Professionals	9	6	2					1		6	2
Superintendents											
Supervisors											
Foremen											
Technicians	8	7	1							7	1
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:	18	13	4					1		13	4

Prepared by:  PRESIDENT
Name & Title

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

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

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

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

For assistance in locating MBE/WBE Subcontractors contact Marilyn Clark at 859/258-3320 or by writing the address listed below:

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

Firm Submitting Proposal: Integrated Engineering

Complete Address: 166 Prosperous Place Lexington KY 40509
Street City Zip Suite 220

Contact Name: Harsha Wijesiri Title: President

Telephone Number: 368-0145 Fax Number: 904-1538

Email address: Harsha@int-engineering.com

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

- 2) Bidders not reaching the Goal must submit the “MWDBE Participation Form”, the “Quote Summary Form” and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter “None” on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
 - d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
 - e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
 - f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
 - g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder’s good faith efforts documentation.
 - h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
 - i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
 - j. Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.
- l. Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- p. Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

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

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs in Economic Engine (<https://lfucg.economicengine.com>)

Business	Contact	Email Address	Phone
LFUCG	Marilyn Clark	mclark@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Sonya Brown	sbrown@tsmsdc.com	502-625-0137
Small Business Development Council	Dee Dee Harbut UK SBDC	ddharbut@uky.edu	
	Shiree Mack	smack@uky.edu	
Community Ventures Corporation	James Coles	jcoles@cycky.org	859-231-0054
KY Department of Transportation	Melvin Bynes	Melvin.bynes@ky.gov	502-564-3601
	Shella Eagle	Shella.Eagle@ky.gov	502-564-3601
Ohio River Valley Women’s Business Council (WBENC)	Rea Waldon	rwaldon@gcul.org	513-487-6534
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	lavozeck@yaho.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 01-2015

The MWDBE 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.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering	Surveying Planning Design Construction Admin	287,100	90%
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.

INTEGRATED ENGINEERING
Company

HARSHA WITESHRI
Company Representative

12/19/2015
Date

PRESIDENT
Title



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

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

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

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

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

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

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

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

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

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

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

Bid/RFP/Quote # _____
Total Contract Amount Awarded to Prime Contractor for this Project _____

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

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

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

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

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

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

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

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

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

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

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

_____ Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

- _____ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- _____ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce
- _____ Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- _____ Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- _____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.
- _____ Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal
- _____ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.
- _____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

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

attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

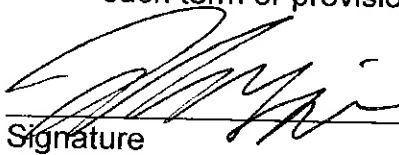
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

12/19/2015
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 million aggregate (Insurance Services Office Form CG 00 01) limit	\$1 million per occurrence, \$2 or \$2 million combined single limit
Commercial Automobile Liability per occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million
Professional Liability million aggregate	\$1 million per occurrence, \$3 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. 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

**Meadows-Northland-Arlington
Phase 6
Neighborhood Improvement Projects Engineering
Design Services
Scope of Services**

Intro/Background

In the second half of the 1990's, the Lexington-Fayette Urban County Government contracted with PEH Engineers to evaluate storm sewer and storm water management needs within the area bounded by North Broadway, Loudon Avenue, Meadow Lane and New Circle Road. In October, 1997, the consultant published the *Meadows-Northland- Arlington Neighborhood Improvement Project Storm Sewer Assessment Study*. This study recommended various storm water management facilities in multiple subwatersheds and estimated their costs. To arrange a time to review the study in the Division of Engineering, contact Andrew Grunwald at 859-258-3410.

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

Project Overview

The Lexington Fayette Urban County Government is accepting proposals from qualified firms for professional engineering services for Preliminary Engineering design work and for preparation of Construction Bid Documents for neighborhood improvements.

The Preliminary Engineering work will consist of two parts. First, a planning level evaluation of the entire remaining Meadows-Northland-Arlington project area will be performed, with respect to the phase boundaries and timing proposed in the referenced 1997 study, to consider whether the boundaries and sequencing are still appropriate, or whether changes should be made. Second, the consultant will make a more in-depth evaluation of and sequencing plan for incremental phasing of future

improvements in the Phase 6 area. Elements applicable to this more in-depth evaluation appear under the "PRELIMINARY ENGINEERING WORK" heading below.

The subphases for which Construction Bid Documents are to be prepared are Phases 6A, 6B and 6C, unless a more logical approach is revealed through the Preliminary Engineering work. Attachments depict the area for which full design plans are desired as well as the entire remaining Meadows-Northland-Arlington project area of interest. Current GIS mapping of storm and sanitary sewer facilities in the area is also attached.

Letting annual construction contracts on Phases 6A, 6B and 6C, beginning in early 2017, will carry the program through the end of this decade. The Preliminary Engineering work is intended to develop the roadmap of design and construction projects to be implemented from 2020-2030.

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

Entering a contract

Consultant will be selected based on evaluation criteria including proposed fee and a detailed scope of services will be negotiated with the winning proposer. An Engineering Services Agreement will be created and forwarded to the Urban County Council for approval before work may begin.

PRELIMINARY ENGINEERING WORK

The planning level evaluation of previously assigned boundaries and sequencing may be done at 200 scale, on aerial photo plots or other medium, as long as adequate legibility and contrast are maintained. A minimal amount of survey is anticipated. Proposed storm sewer systems as described in the referenced study should be shown schematically in plan view only. Once LFUCG has approved the consultant's findings, planning level cost estimates are to be prepared for each phase. Finally, the consultant shall prepare a report summarizing suggested construction sequencing, estimated costs, assumptions made, constraints recognized, etc. and generally providing a narrative spelling out the reasoning behind the recommendations made.

The more detailed preliminary engineering for the Phase 6 area shall be prepared on aerial photos or other suitable base mapping, at 50 scale. Existing and proposed sanitary and storm sewer systems should be depicted in plan view. Existing streets should be surveyed sufficiently to provide profiles and fit with vertical curves. Typical sections that are logical for the right of way widths

present should be provided. Several critical cross sections should be produced, demonstrating possible extent of lateral disturbance. Existing utilities that could be impacted by street reconstruction should be shown. LFUCG will provide the pavement sections to be used for the initial designs. The consultant is to provide an estimate of costs for construction of all improvements for each Phase 6 subphase. The degree of plan development for this preliminary engineering shall be sufficient to ensure that individual full design segments can be spun off each year without conflicts with prior phases or significant re-design of future phases.

CONSTRUCTION BID DOCUMENT PREPARATION

The Locations and General Timing Considerations

The desired subphases for which plans and specifications are desired- Phases 6A, 6B and 6C- lie within the northeastern portion of the Phase 6 area. This area is generally bounded by Bryan Avenue, Jordan Avenue and Gracelawn Lane. Streets slated for improvements include Gracelawn Lane, Highlawn Avenue, Edgelawn Avenue and portions of Bluegrass Avenue, Locust Avenue and Jordan Avenue. These areas drain to the large detention basin constructed at the end of Edgelawn Avenue in 2001.

For each phase, plans need to be sufficiently complete to give to the impacted utility providers **nine (9) months prior to bid date**. Since three of these plan preparation cycles will take nearly three years, the consultant will need to phase his work for Phases 6B and 6C to minimize the amount of topographic survey and other detailed work needing to be redone.

Design Criteria

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

- a. Prepare typical sections depicting existing and proposed conditions.
- b. Unless otherwise specifically acknowledged and approved, design shall conform to LFUCG Standard Drawings.
- c. The above referenced storm sewer assessment study may be followed for guidance on locations of proposed inlets, sizes of proposed pipes, etc.

- d. The preparation of an Erosion and Sediment Control Plan including a Storm Water Pollution Prevention Plan (SWPPP) integrating the non-structural and structural practices and procedures of the Stormwater Manual is a requirement for all construction projects and is the responsibility of the Contractor; however Consultant shall prepare a generalized plan. The plan shall be prepared and submitted to the LFUCG Division of Engineering for approval.
- e. Intersection improvements are to be ADA compliant. Design shall comply with the AASHTO green book, the Manual of Uniform Traffic Control Devices and, to the extent practicable, the AASHTO Roadside Design Guide.
- f. All existing sanitary sewer collector lines, laterals and manholes within public right of way will be replaced. Whether the replacement will be in the same location or not depends in part on positional requirements of the proposed storm sewer system and on any additional sanitary sewer issues discovered during the survey and investigation stage.
- g. Where storm and/or sanitary sewers are located within the right of way, profiles of these systems should be shown on the street profile sheets.
- h. Drawing files shall be prepared using or shall be converted to AutoCAD (Civil 3D preferred) and will be transmitted to the Urban County Government or to third parties designated by the Urban County Government upon request.

Field Survey

The Consultant shall complete a field survey prior to design. The minimum requirements of the field survey shall include, but are not limited to, the following items:

- a. Locations of existing sidewalks, edges of the street and entrances;
- b. Topography showing all existing structures, fences, retaining walls, yard lights, etc.;
- c. Locations of overhead and underground utilities, including pole ownership information;
- d. Locations of storm and sanitary sewers;

- e. Temporary benchmarks for use during construction, set outside construction limits;
- f. Profiles of pertinent existing infrastructure;
- g. Cross sections taken at 50-foot stations, at driveways and steps and as otherwise needed;
- h. Locations of existing corner monuments and R/W markers
- i. Staking associated with easement acquisition and monumenting street centerline prior to utility relocations and again, if needed, prior to bidding for construction.
- j. Locations of all existing easements in the project area.
- k. Locations and identification of significant trees and vegetation

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

The most recent aerial photography for the project area, as well as GIS database information, will be made available to the consultant.

Environmental Assessment

An environmental assessment of the nature and scope required for federally funded transportation projects is not required for this project. However, an environmental clearance is required for each subphase before it goes to construction and will be coordinated by the office of Grants and Special Programs. The consultant may be asked to furnish some basic planimetric coverage for each subphase, for LFUCG's use in this effort.

Cost Estimates

For each of the three subphases for which Construction Bid Documents are to be produced, the Consultant shall prepare two detailed cost estimates, the first to be submitted with Preliminary Plans, the second one with completed Final Plans. Each total construction cost estimate shall itemize costs by funding source and shall include costs for utility relocation and right-of-way acquisition, when applicable. Line items for construction costs shall be consistent with those shown in the quantities summary of the plan set as well as the Bid Schedule in the Form of Proposal.

Rights-of-Way and Easements

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

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

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

Drawing Scales and Units

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds).

All construction plan drawings and sheets shall conform to the follow scales unless another option is considered viable and approved by the Project Manager:

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

Note: Combined Plan/Profile sheets are preferred.

Pavement Design

The consultant shall prepare a pavement design using procedures outlined in the LFUCG Roadway Manual for each street being reconstructed. The LFUCG project manager may waive this requirement if all streets in the area are deemed to experience the same magnitude of traffic, such that the same design would be considered suitable for each. Any geotechnical work needed to facilitate pavement designs will be provided by a geotechnical engineer under contract with LFUCG, with the consultant providing appropriate plan sheets and ground locations to facilitate his work.

Plans, Specifications, and Bid Documents

Plans, construction specifications, and other pertinent bid documents as required by the Lexington-Fayette Urban County Government shall be prepared by the Consultant and shall be subject to review by the Lexington-Fayette Urban County Government Division of Engineering. The majority of the front-end documents and technical specifications will be provided to the consultant by LFUCG. The consultant will need to carefully review these to confirm that they clearly, accurately and completely define the work to be performed and notify the Project Manager of any and all proposed changes.

Preliminary plans shall include, but are not limited to: existing topography and infrastructure, street addresses, property lines, proposed alignment, proposed profile, typical section superimposing the proposed section on existing, existing storm and sanitary sewers and proposed improvements, critical cross sections, line and grade review information, identification of possible utility conflicts and a cost estimate. Preliminary plans shall be so identified; the Consultant shall deliver two paper copies to

the Division of Engineering, and the Consultant shall deliver one paper copy to each utility company via certified mail or by hand delivery with signed receipt.

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

Cross sections shall be provided at all driveways and step locations. All cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations.

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

After final plans are reviewed by LFUCG and changes incorporated, the Consultant shall again deliver, as stated above, one paper copy of the final plans to each utility company. The Consultant shall deliver three (3) paper copies of the final plans, specifications, and bid documents to the Division of Engineering and shall deliver the final mylar sheets, electronic drawings and a digital specification file to the Division of Engineering, or to another designated location.

Utility Company Coordination

There are multiple utilities within the project areas; the Consultant will meet and coordinate with all utility companies as necessary, for facilities mapping, to assess impacts, to minimize disturbance to underground lines and to advance the projects. On past Meadows-Northland-Arlington phases, the utility companies have replaced and/or upgraded their facilities within the project area, before the LFUCG's contractor started, such that a timely start by the LFUCG contractor depends on a timely start by the affected utility companies, which in turn requires that plans with dependable design elements be furnished to them in a timely manner.

Bid Administration

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

Construction Inspection

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

Public Meetings

The Consultant's proposal shall outline a Public Participation Plan for each project. The Consultant will be responsible for providing all necessary exhibits and for attending meetings with all elected officials, all affected residents and owners and businesses. The Consultant will be responsible for providing minutes of each meeting.

Schedule for Document Delivery and Payment for Services

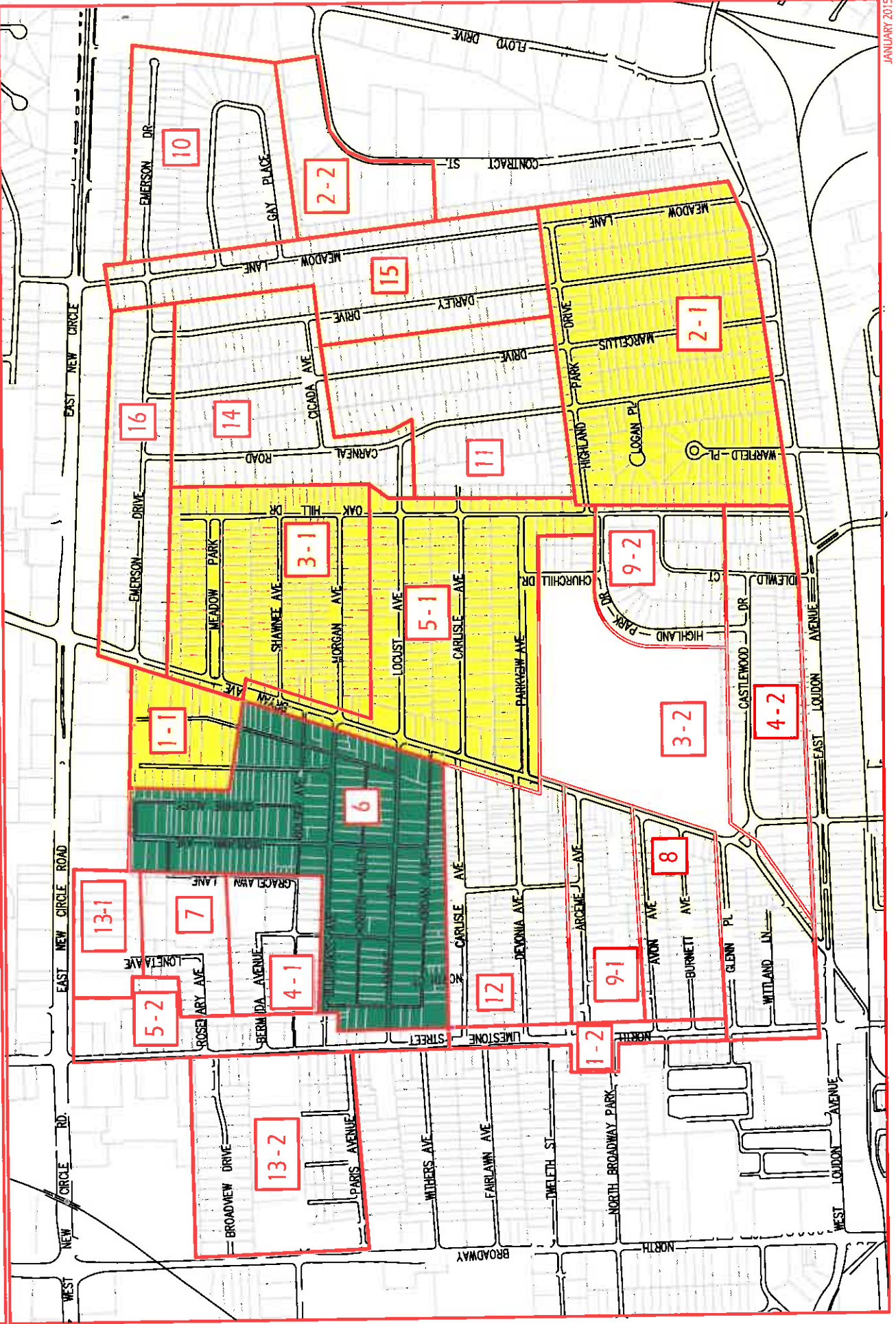
The chart on the next page provides the schedule for deliverables and the maximum that may be billed at each of the listed milestones. It is anticipated that the consultant will coordinate with the Division of Engineering several times between each milestone, to confirm that the general approach as well as more detailed design elements are progressing satisfactorily.

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

Document Delivery Dates and Payment Caps

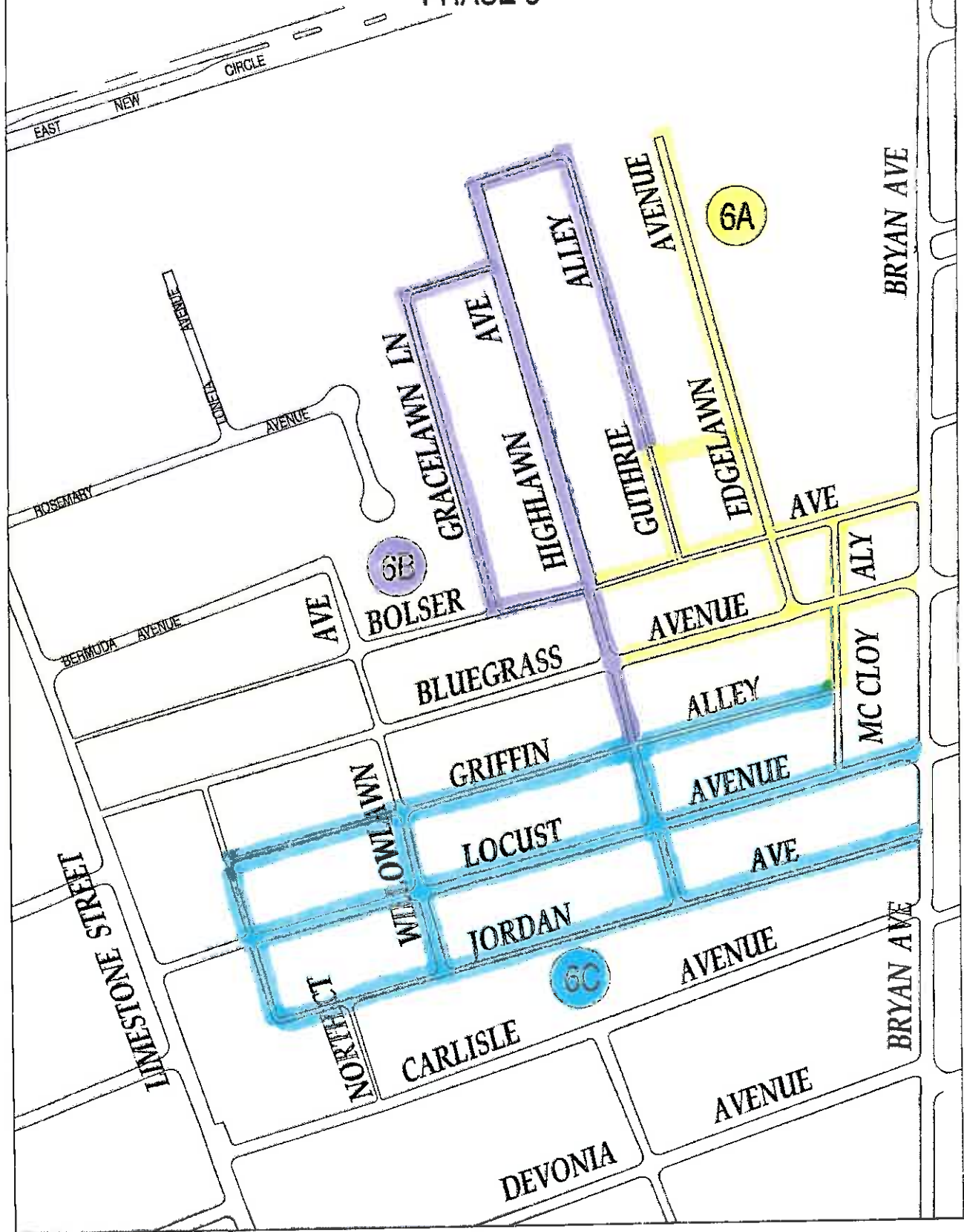
	Phase 6A		Phase 6B		Phase 6C		Phase 6-All		Area Overview	
Provide 80% plans to Utilities	June, 2016	65%								
Submit Completed Final Plans, Bid	March, 2017	95%								
Provide 80% plans to Utilities			June, 2017	65%						
Submit Completed Final Plans, Bid			March, 2018	95%						
Provide 80% plans to Utilities					June, 2018	65%				
Submit Completed Final Plans, Bid					March, 2019	95%				
Submit Preliminary Plans							July, 2016	85%		
Submit Final Report									July, 2017	95%
Prepare Scope for RFQ for next area									October, 2017	95%

Meadows Northland Arlington Project Area



MEADOWS - NORTHLAND - ARLINGTON

PHASE 6



CDBG Capital Plan, 2014- 2019

Revised September 1, 2015

- 2014 - **Carlisle Avenue**, from Bryan Avenue to Oak Hill Drive, includes the 300 and 400 blocks of Carlisle Avenue;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
[MNA 5C] ***Currently Under Construction***
- 2015 - **Oak Hill Drive**, from Highland Park Drive to Morgan Avenue, includes the 1000-1300 blocks of Oak Hill Drive;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
[MNA 5D] ***To Be Bid in March 2015***
- 2016 - **Bryan Avenue**, from Park View Avenue to Meadow Park, includes a portion of the 1000 block, the 1100, 1200 and 1300 blocks and a portion of the 1400 block of Bryan Avenue;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
[MNA 5E] ***Estimated Cost: \$1,400,000 + \$600,000 sanitary sewer***
- 2016 - **Park View Avenue**, from Bryan Avenue to Oak Hill Drive, includes the 300, 400 and 500 blocks of Park View Avenue;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
[MNA 5F] ***Estimated Cost: \$350,000 + \$233,500 sanitary sewer***
- 2017 - **Comprehensive Design for MNA-6**,
[MNA 6] ***Estimated Cost: \$400,000 + \$100,000 sanitary sewer***

- 2017 - **Edgelawn AvenueC**, from Blue Grass Ave. to End of Street, Bolser Ave. from Brian Ave. to Highlawn Ave.;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
- [MNA 6A] *Estimated Cost: \$600,000 + \$495,000 sanitary sewer*
- 2018 - **Highlawn Ave**, from Bluegrass Ave. to end, Guthrie Alley from Bolser to end, Gracelawn Lane from Bolser Ave. to end;
- includes replacement of curbs, gutters and sidewalks, street reconstruction, storm sewer improvements and replacement of the sanitary sewer within public right of way.
- [MNA 6B] *Estimated Cost: \$1,050,000 + \$300,000 sanitary sewer*
- 2019 - **Jordan Ave. and Griffin Alley.**, For Griffin Alley it will be the length of the alley from McCloy Alley to Jordan Ave. For Jordan Ave. it will be from Bryan Road to Bluegrass Ave.;
- includes replacement of the sanitary sewer within the public right of way and resurfacing the alley.
- [MNA 6C] *Estimated Cost: \$410,000 + \$500,000 sanitary sewer*

MEADOWS NORTHLAND ARLINGTON PROJECT AREA

ESTIMATE OF PHASE COSTS

Update 1-23-2015

Phase	Street Length	Design Cost	Street, Curb, and Sidewalk	San. Sewer Replacement	Total
Phase 3-1					\$ 86,250
Blue Grass Avenue	100	11,250	58,000	17,000	86,250
Phase 3-2					\$ 3,717,375
Glenn Place	1030	115,875	597,400	175,100	888,375
Wittland Lane	730	82,125	423,400	124,100	629,625
E. Loudon Avenue	530	59,625	307,400	90,100	457,125
N. Limestone	700	78,750	406,000	119,000	603,750
Bryan Avenue	970	109,125	562,600	164,900	836,625
Churchill Drive	350	39,375	203,000	59,500	301,875
Phase 4-1					\$ 2,458,125
N. Limestone	480	54,000	278,400	81,600	414,000
Bermuda Avenue	650	73,125	377,000	110,500	560,625
Bolser Avenue	940	105,750	545,200	159,800	810,750
Gracelawn Lane	400	45,000	232,000	68,000	345,000
Willowlawn Avenue	380	42,750	220,400	64,600	327,750
Phase 4-2					\$ 2,501,250
Maple Avenue	500	56,250	290,000	85,000	431,250
Castlewood Drive	1500	168,750	870,000	255,000	1,293,750
Oak Hill Drive	450	50,625	261,000	76,500	388,125
Idlewild Court	450	50,625	261,000	76,500	388,125
Phase 5					\$ 3,487,741
Bryan Avenue	440	60,000	1,400,000	600,000	2,060,000
Locust Avenue	1450	done	done	done	-
Jordan Avenue	100	3,750	58,000	17,000	78,750
Carlisle Avenue	1270	done	done	done	-
Park View Avenue	1410	17,691	350,000	239,700	607,391
Oak Hill Drive	960	21,600	556,800	163,200	741,600
Phase 6					\$ 10,488,000
Gracelawn Lane	180	20,250	104,400	30,600	155,250
Highlawn Avenue	1100	202,500	1,050,000	300,000	1,552,500
Guthrie Alley	930	104,625	539,400	158,100	802,125
Bolser Avenue	900	101,250	522,000	153,000	776,250
McCloy Alley	860	96,750	498,800	146,200	741,750
Blue Grass Avenue	1750	196,875	1,015,000	297,500	1,509,375
Griffin Alley	1370	68,250	205,000	250,000	523,250
Locust Avenue	1680	189,000	974,400	285,600	1,449,000
Jordan Alley	1400	55,500	145,000	225,000	425,500
North Court	160	18,000	92,800	27,200	138,000
Willowlawn Avenue	570	64,125	330,600	96,900	491,625

MEADOWS NORTHLAND ARLINGTON PROJECT AREA

ESTIMATE OF PHASE COSTS

Update 1-23-2015

Phase	Street Length	Design Cost	Street, Curb, and Sidewalk	San. Sewer Replacement	Total
N. Limestone	770	86,625	446,600	130,900	664,125
Edgelawn Avenue	430	164,250	600,000	495,000	1,259,250
Phase 7					\$ 1,569,750
N. Limestone	520	58,500	301,600	88,400	448,500
Rosemary Avenue	600	67,500	348,000	102,000	517,500
Gracelawn Lane	350	39,375	203,000	59,500	301,875
Loneta Avenue	350	39,375	203,000	59,500	301,875
Phase 8					\$ 2,320,125
Avon Avenue	1130	127,125	655,400	192,100	974,625
Burnett Avenue	1060	119,250	614,800	180,200	914,250
Bryan Avenue	500	56,250	290,000	85,000	431,250
Phase 9-1					\$ 1,457,625
Arceme Avenue	1290	145,125	748,200	219,300	1,112,625
Bryan Avenue	400	45,000	232,000	68,000	345,000
Phase 9-2					\$ 2,596,125
Highland Park Drive	1280	144,000	742,400	217,600	1,104,000
Idlewild Court	940	105,750	545,200	159,800	810,750
Oak Hill Drive	760	85,500	440,800	129,200	655,500
Churchill Drive	30	3,375	17,400	5,100	25,875
Phase 10					\$ 2,544,375
Gay Place	1820	204,750	1,055,600	309,400	1,569,750
Emerson Drive	1130	127,125	655,400	192,100	974,625
Phase 11					\$ 2,466,750
Oak Hill Drive	330	37,125	191,400	56,100	284,625
Carneal Road	1050	118,125	609,000	178,500	905,625
Marcellus Drive	1480	166,500	858,400	251,600	1,276,500
Phase 12					\$ 3,648,375
Carlisle Avenue	1520	171,000	881,600	258,400	1,311,000
Devonia Avenue	1420	159,750	823,600	241,400	1,224,750
Bryan Avenue	710	79,875	411,800	120,700	612,375
Orion Way	580	65,250	336,400	98,600	500,250
Phase 13-1					\$ 759,000
N. Limestone	400	45,000	232,000	68,000	345,000
Loneta Avenue	480	54,000	278,400	81,600	414,000
Phase 13-2					\$ 957,375
Suncrest Avenue	270	30,375	156,600	45,900	232,875

MEADOWS NORTHLAND ARLINGTON PROJECT AREA

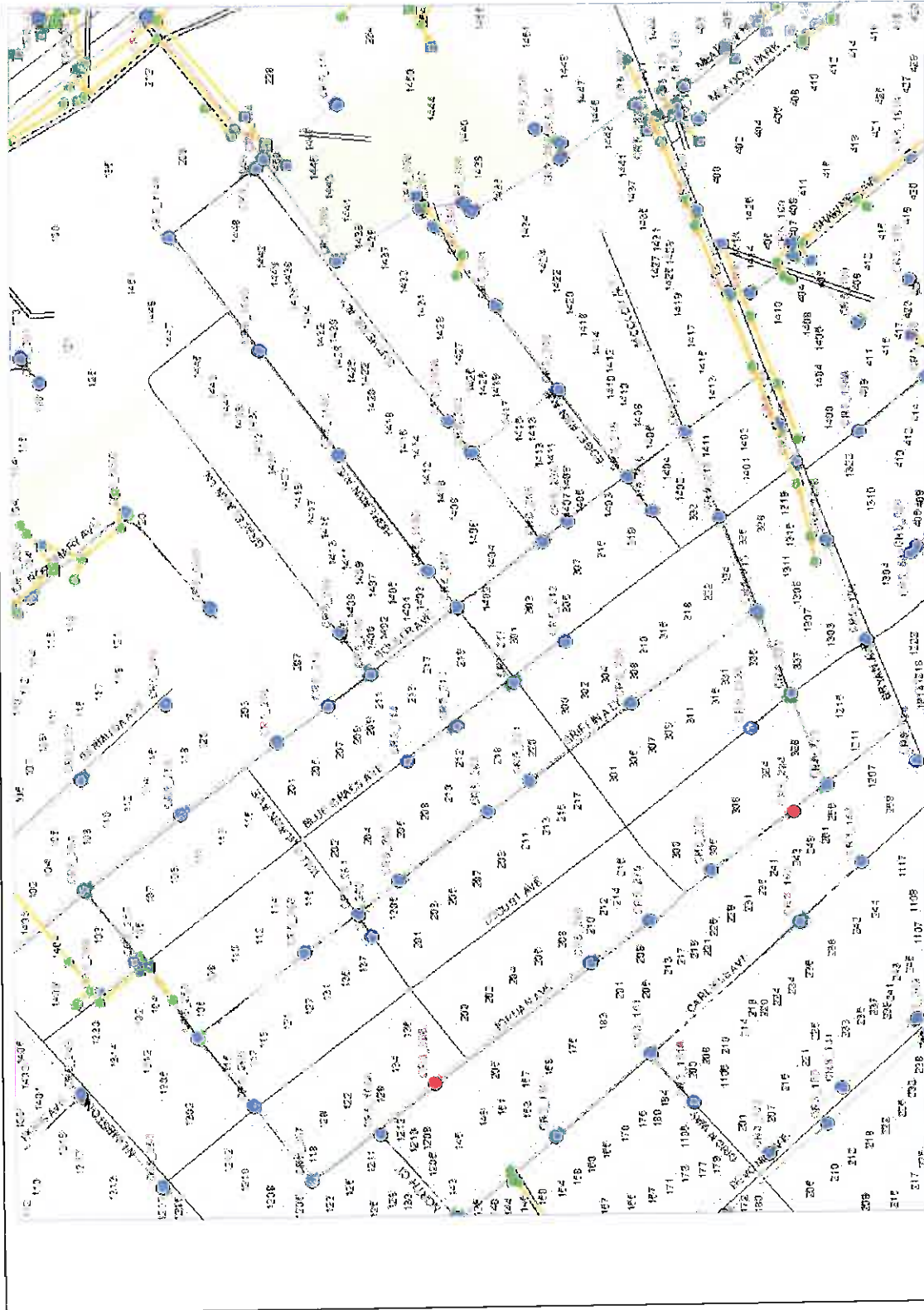
ESTIMATE OF PHASE COSTS

Update 1-23-2015

Phase	Street Length	Design Cost	Street, Curb, and Sidewalk	San. Sewer Replacement	Total
Hill Street	270	30,375	156,600	45,900	232,875
Martin Court	570	64,125	330,600	96,900	491,625
Phase 14					\$ 3,458,625
Cicada Street	710	79,875	411,800	120,700	612,375
Darley Drive	800	90,000	464,000	136,000	690,000
Marcellus Drive	810	91,125	469,800	137,700	698,625
Carneal Road	1380	155,250	800,400	234,600	1,190,250
Locust Avenue	310	34,875	179,800	52,700	267,375
Phase 15					\$ 3,458,625
Meadow Lane	2650	298,125	1,537,000	450,500	2,285,625
Darley Drive	1360	153,000	788,800	231,200	1,173,000
Phase 16					\$ 2,475,375
Emerson Drive	2010	226,125	1,165,800	341,700	1,733,625
Carneal Road	140	15,750	81,200	23,800	120,750
Marcellus Drive	130	14,625	75,400	22,100	112,125
Darley Drive	120	13,500	69,600	20,400	103,500
Bryan Avenue	470	52,875	272,600	79,900	405,375
TOTALS	11.367 <i>miles</i>	6,228,666 <i>design</i>	33,417,000 <i>street, curb, s.w.</i>	10,805,200 <i>sanitary sewer</i>	\$ 50,450,866

NOTES:

- 1) All figures are given in 2015 dollars, no inflation indexing.
- 2) No costs are included for right of way acquisition or utility relocation.
- 3) Indicates Project identified on CDBG Capital Plan 2012-2021 (Revised January 9, 2015).



KEY
 Sanitary Sewer and Manhole
 Storm Sewer and Structure

EXHIBIT
 3

DATE: 07/11/11	BY: [Signature]
PROJECT: [Project Name]	SCALE: [Scale]
DATE: 07/11/11	BY: [Signature]

Mendows-Northland-Arlington Phase 6
 Storm and Sanitary Mapping
 Lexington, Fayette County, Kentucky

PLANS AND SPECIFICATIONS PREPARED BY:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
 DEPT. OF PLANNING, PRESERVATION, DEVELOPMENT
 DIVISION OF ENGINEERING



REVISIONS: