

## ENGINEERING SERVICES AGREEMENT

**THIS IS AN AGREEMENT** made as of MARCH 20, 2014 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Louis Guida Consulting/SPQR (CONSULTANT)**. **OWNER** intends to proceed with the **Legacy Trail Interpretive Signage Project** as described in the attached Scope of Services document. The services include research, design, write and edit text for the interpretative signs that will be placed on the Legacy Trail. The services are hereinafter referred to as the "Project".

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

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

### SECTION 1 - BASIC SERVICES OF CONSULTANT

#### 1.1. General

**CONSULTANT** shall perform professional services as hereinafter stated that include customary planning, research, writing, and editing services incidental thereto.

#### 1.2. Preliminary Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. On the basis of the "Scope of Services", conduct research and gather other necessary data or information, prepare design, write and edit signage text.
- 1.2.3. Based on the information contained in the preliminary documents, submit an estimate of probable Project costs.
- 1.2.4. Furnish copies as indicated in the Scope of Services of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

#### 1.3. Final Phase

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

- 1.3.1. On the basis of the approved preliminary documents and the revised estimate of probable Project cost, prepare final text to show the character and extent of the Project.
- 1.3.2. Prepare such documents and data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.
- 1.3.3. Advise **OWNER** of any adjustments to the latest estimate of probable Project cost caused by changes in extent or design requirements of the Project and furnish a revised estimate of probable Project cost based on the text.
- 1.3.4. Furnish copies as indicated in the Scope of Services of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

#### 1.4. **Negotiating Phase**

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

- 1.4.1. Assist **OWNER** in obtaining proposals for materials.
- 1.4.2. Consult with and advise **OWNER** as to the acceptability of product proposed by vendors (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the documents.
- 1.4.3. Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.4.4. Assist **OWNER** in evaluating proposals.

### SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than provided by the expressed intent of this Agreement. Such work shall be considered as "Extra Work", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Extra Work" and shall be paid as such.
- 2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

### SECTION 3 - OWNER'S RESPONSIBILITIES

**OWNER shall:**

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

**SECTION 4 - PERIOD OF SERVICES**

- 4.1. Time is of the essence. See Exhibit A "Scope of Services" (attached) for the detailed project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

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

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

See Exhibit A "Scope of Services" (attached).

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

**OWNER** shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **\$18,750.00**.

#### **5.1.2. For Extra Work.**

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

### **5.2. Times of Payment.**

**5.2.1. CONSULTANT** shall submit invoices for Basic Services according to the following schedule: one-third of total fee upon approval of contract, one-third upon submission of draft marker designs and one-third upon delivery of final designed markers. **OWNER** shall make payment to **CONSULTANT** upon receipt of each such invoice. For Extra Work, **CONSULTANT** shall invoice for negotiated fee and **OWNER** shall make payment upon receipt of invoice.

### **5.3. Other Provisions Concerning Payments.**

**5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid

reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

- 5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

## **SECTION 6 - GENERAL CONSIDERATIONS**

### **6.1. Termination**

- 6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 6.1.2.** The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

### **6.2. Ownership and Reuse of Documents.**

All documents prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

### **6.3. Legal Responsibilities and Legal Relations.**

- 6.3.1.** The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.
- 6.3.2.** In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. The **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and venue shall lie in a court of competent jurisdiction in Fayette County, Kentucky.

### **6.4. Successors and Assigns.**

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

**6.5. Disputes.**

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

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

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though the documents have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** contracts.

**6.7. Security Clause.**

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER**.

**6.8. Access to Records.**

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

**6.9. Required Risk Management Provisions.**

**6.9.1 GENERAL**

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

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

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

**6.9.2 FINANCIAL RESPONSIBILITY**

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

**6.9.3 INSURANCE REQUIREMENTS**

**6.9.3.1 Required Insurance Coverages**

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

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

- a.      Combination of primary and umbrella coverage limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- b.      Endorsements naming as additional insureds "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- c.      Endorsement that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507

**6.9.3.2** Acceptability of Insurers

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

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

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

**6.9.3.4.** Self-Insured Programs



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

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

#### **6.9.3.5. Verification of Coverage**

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

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

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

#### **6.9.4 DEFINITION OF DEFAULT**

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONSULTANT also agrees that ENTITY may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not

limited to purchasing insurance and charging CONSULTANT for any such insurance premiums purchased, or suspending or terminating this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

8.1. This Agreement is subject to the following provisions.

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

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

8.2.1. Exhibit A-"Scope of Services" consisting of \_\_\_\_ (3) pages.

8.2.2. Exhibit B - "Certificates of Insurance" consisting of \_\_\_\_ (2) pages.

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

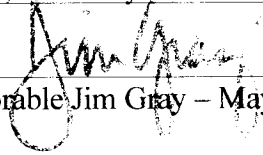
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement as of the day and year first above written.

**OWNER:**

Lexington-Fayette Urban County Government

200 East Main Street

Lexington, Kentucky 40507

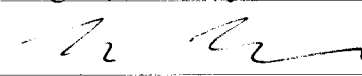
  
The Honorable Jim Gray – Mayor

**CONSULTANT:**

Louis Guida Consulting/SPQR

617 Sayre Ave

Lexington, Kentucky 40508

  
Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

## Scope of Services

### Legacy Trail Interpretative Signage Project

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#### I. Introduction:

The Legacy Trail is a shared use trail that connects the KY Horse Park to downtown Lexington. It is an important transportation corridor and cultural asset to the city of Lexington. It is the longest multimodal facility in Fayette County at approximately 8 miles in length and is considered a jewel by the citizens of Fayette County.

The interpretive signs are designed to interpret natural, cultural, and historic features and stories for the users of the Legacy Trail. They will also be used to interpret management activities of the surrounding environment and to showcase farms, industrial areas and public spaces as “working” public lands. The signs will communicate specific messages to visitors to change behavior, educate, or evoke an emotion in the reader.

Currently, The LFUCG has designed and created 17 interpretative signs for the Legacy Trail. The scope of this project is to create, including research, writing, design, and editing of 4 more interpretative signs consistent in format, approach, textual tone and graphic look with existing installed and previously created signs.

#### II. Summary of Services Requested and Timeline:

Work shall be performed by a consultant experienced in conducting and completing urban/greenway trail interpretative marker projects for governmental and/or public-sector entities with the following specific qualifications:

- Experience in interpretative marker creative direction.
- Experience in research related to the subject area.
- Experience in writing and editing urban/greenway trail interpretative marker texts.
- Experience in directing a creative team, to develop and produce urban/greenway trail interpretative markers.
- Experience in working with various groups to develop and produce urban/greenway trail interpretative markers.

#### Timeline

The Consultant shall work according to the following proposed schedule, based on calendar days, which will be finalized by the Consultant and the LFUCG’s Division of Engineering (DOE) during the approval of contract period listed below and which may changed during the contract period by mutual agreement of the Consultant and the LFUCG’s DOE.

Approval of contract	5 days
Submission of designed draft markers (Consultant)	90 days
Draft review (LFUCG's DOE)	30 days
Delivery of final designed markers in (Consultant)	60 days

### **III. Submittal Requirements and Criteria:**

Interested firms are encouraged to submit their qualifications which shall include the following information:

- 1) Firm's contact information
- 2) Narrative explaining the firm's qualifications for the project
- 3) Summary of firm's recent experience in similar/representative projects
- 4) Name and experience of key personnel
- 5) Ability to meet required timelines
- 6) Ability to integrate this project into the firm's present workload
- 7) References: names and telephone numbers of previous clients with a description of the type of project completed, the time frame for the process, and the date completed

Respondents are responsible for all costs associated with the preparation of materials in response to this RFQ. **LFUCG** assumes no responsibility for such costs. **LFUCG** reserves the right to waive any formality in the submitted statements of qualifications, to reject any and all statements of qualifications or to re-advertise for additional statements of qualifications.



**Attachment A: Interpretative Signage**



**EXHIBIT B**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

LOUIS-3 OP ID: KHAT

DATE (MM/DD/YYYY)

03/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Cambridge Insurance 2300 Regency Rd Lexington, KY 40503 Carson Evans	Phone: 859-252-0381 Fax: 859-252-2153	<b>CONTACT NAME:</b> Darlene Curry <b>PHONE (A/C, No., Ext):</b> 859-252-0381 <b>E-MAIL ADDRESS:</b> dcurry@cambridgeinsurance.net <b>FAX (A/C, No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Louis Guida Consulting/SPQR 617 Sayre Ave Lexington, KY 40508		<b>INSURER A:</b> Hartford Insurance Group <b>NAIC #</b> 37478 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		33SBMUJ2990	03/19/2014	03/19/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$						WC STATUTORY LIMITS	OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E L EACH ACCIDENT	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		N/A			E L DISEASE - EA EMPLOYEE	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	\$

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

Lexington-Fayette Urban County Gov't, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest are additional insureds.  
 30-day notice of cancellation.

**CERTIFICATE HOLDER****CANCELLATION**

LFUCG-4

LFUCG  
 200 E Main St  
 Lexington, KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Carson Evans

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Lexington  
Fayette  
Urban  
County  
Government  
Division of Revenue  
200 East Main Street  
Lexington, KY 40507



Customer ID: 0015033318  
Location No: 1  
Date 3/19/2014

## *BUSINESS OCCUPATIONAL LICENSE*

is issued for the period:

2014

LOUIS GUIDA  
LOUIS GUIDA CONSULTING-SPQR  
617 SAYRE AVE  
LEXINGTON KY 40508

This license is issued pursuant to Section 13-5 and 13-9, of the Code of Ordinance, Lexington-Fayette Urban County Government (the "Code") and shall not be taken as permission to do business in Fayette County without also having complied with all other requirements of the Code and other local ordinances and regulations. This license is not transferable, and must be renewed annually.

Pursuant to Section 13-9 of the Code, this license must be posted at the location for which it was issued in a prominent manner in an area that is viewable by the general public.