

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of APRIL 21, 2016, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Palmer Engineering, 400 Shopper Drive, Winchester, Kentucky, 40392 (**CONSULTANT**). **OWNER** intends to proceed with the RFQ for the Sidewalk Design for Southland Drive as described in the attached Exhibit A, "Request for Qualifications/Scope of Professional Services and Related Matters, RFP #49-2015." The services are to include customary professional design and engineering services for approximately 1.1 miles of sidewalks along both sides of Southland Drive and sidewalk connections to adjacent sidewalks where applicable. The services are hereinafter referred to as the **PROJECT**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary engineering services incidental thereto.

1.2. Project Phase

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

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables described in attached Exhibit A "Request for Qualifications/Scope of Professional Services and Related Matters, RFP #49-2015" (including Appendices and Addendums), and attached Exhibit C the "Proposal of Professional Services and Related Matters" (the **CONSULTANT'S** response to RFP #49-2015), and amendments to the **CONSULTANT'S** proposal included in attached Exhibit D "Further Description of Basic Professional Services and Related Matters."

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

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) and one electronic copy (PDF format) of all draft work products for this **PROJECT**. The copies of the draft reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the draft work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (DWG and PDF format) of the all final work products for this **PROJECT** shall be provided to the **OWNER**.
- 1.2.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services.

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 modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports 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 objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. See attached Exhibit D "Further Description of Basic Professional Services and Related Matters" for project schedules.
- 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.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**. The lump sum total of all task orders is not to exceed \$204,600.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

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

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of hourly and unit prices, the amount of which is included in **EXHIBIT D**. Any fee for additional work not included in **EXHIBIT D** 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 pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 CONSULTANT shall submit to OWNER detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall respond to CONSULTANT'S monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the OWNER without fault on the part of the CONSULTANT, the CONSULTANT shall be paid for the work performed or services rendered for which it has not already been paid in 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 for which it has not already been paid, and the amount to be paid shall be determined by the OWNER.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. CONSULTANT may only terminate this Agreement due to OWNER'S material breach of the terms hereof which breach causes CONSULTANT to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to OWNER.

6.1.2. The OWNER may terminate this Agreement for cause upon seven (7) business days written advance notice to the CONSULTANT. The OWNER reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the CONSULTANT.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1. **CONSULTANT** binds himself 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 obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S**

Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

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

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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 (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney’s fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement. In the event **OWNER** is alleged to be liable based upon any of the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys’ fees and expenses, court

costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3 FINANCIAL RESPONSIBILITY

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

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability	\$1 million per occurrence, \$2 million aggregate (Insurance Services Office Form CG 00 01) or \$2 million combined single limit
Commercial Automobile Liability	Combined single, \$1 million per occurrence (Insurance Services Office Form CA 0001)
Professional Liability	\$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. OWNER 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 OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5. RENEWALS

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

6.9.6. VERIFICATION OF COVERAGE

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

6.9.5. RIGHT TO REVIEW, AUDIT AND INSPECT

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

6.9.7. SAFETY AND LOSS CONTROL

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

6.9.8. DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1.** The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2.1. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

EXHIBIT A

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

RFP #49-2015



Lexington-Fayette Urban County Government

Request For Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **#49-2015 Sidewalk Design for Southland Drive** 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 **October 30, 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:

RFQ #49-2015 Sidewalk Design for Southland Drive

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

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

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

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

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

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

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

Please do not contact any 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 RFQ while this RFQ 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 RFQ 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 RFQ 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 RFQ 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 RFQ processes. If, based on this review, a RFQ 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 RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

1. Specialized experience and technical competence of the person, firm, or joint venture in sidewalk design, including the quality of previous related design. 20 points
2. Capacity of person, firm, or joint venture to perform the multi-modal streetscape design, including the ability to work with all project stakeholders. 10 points
3. Reputation and integrity of the person, firm, or joint venture. 10 points
4. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. 10 points
5. Familiarity with the corridor, the scope of work, and other elements of the project. 20 points
6. Project approach and proposed process to accomplish the scope of work for the project, including the degree to which the scope of work is satisfied by the proposal and cost. 20 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 points

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://fucg.economicengine.com>

Or submitted to:

Sondra Stone
Division of Central Purchasing
sstone@lexingtonky.gov

Affirmative Action Plan

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

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

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

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

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

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2015.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

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

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

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

Bidders

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

Signature

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Date: ____/____/____

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators											
Professionals											
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: _____

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:

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

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE participation, bidder shall enter "None" on the subcontractor / supplier

form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE 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 MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even

when the prime contractor may otherwise perform these work items with its own workforce.

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

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



MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
mclark@lexingtonky.gov
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@cyckv.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	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	paatricem@keynewsjournal.com	859-373-9428



LFUCG MWDBE PARTICIPATION FORM

Bid/RFQ/Quote Reference # _____

The MWDBE subcontractors listed have agreed to participate on this Bid/RFQ/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.			
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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



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

The substituted MWDBE subcontractors listed below have agreed to participate on this Bid/RFQ/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/RFQ/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/Rfq/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/RFQ/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 RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

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

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

B. At Will Termination

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

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

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

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

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

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

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

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability aggregate	\$1 million per occurrence, \$3 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

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

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

Renewals

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

Deductibles and Self-Insured Programs

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

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

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Sidewalk Design for Southland Drive

Overview

The Lexington Fayette Urban County Government (LFUCG) is requesting proposals from qualified firms for professional design and engineering services to provide design of approximately one mile of sidewalks along both sides of Southland Drive. The current scope includes the entirety of Southland Drive from its intersection with Nicholasville Road to its intersection with Rosemont Garden.

The goal of this project is to improve pedestrian infrastructure along this corridor, providing safe and attractive pedestrian facilities which will encourage economic activity and integrate the surrounding residential areas with the commercial corridor.

Consultants must have the experience necessary, such as civil engineering, environmental services, transportation planning, and landscape architecture to professionally assist LFUCG in designing this project.

The scope of work includes:

- Public Engagement
- Analysis of Sidewalk Configuration
- Analysis of Stormwater Management Options
- Field Survey
- Detailed Cost Estimates
- Rights-of-Way and Easements (where applicable)
- Plans, Specs, and Bid Documents

Budget and Selection Process

The project budget is \$250,000. The contract will be awarded as a lump-sum contract with payment at various project milestones, upon satisfactory completion of deliverables as determined by LFUCG. Proposals will be evaluated using LFUCG's procurement guidelines and with respect to the extent to which scope of work and deliverables are satisfied within the stated budget. In the event the consultant does not believe they can satisfy the scope of work within the project budget, proposals are expected to prioritize the elements of the scope of work.

The selected consultant will have access to all LFUCG geographic data. Including, but not limited to, streets, building outlines, impervious surface, storm and sanitary facilities, parcel lines, recent aerial imagery, and other relevant information.

Scope of Work

Public Engagement

Understanding the needs of users of the corridor, neighboring residents, businesses, institutions, and other stakeholders is critical to a good design process.

The consultant will be responsible for conducting public engagement activities in conjunction with LFUCG staff to solicit input from, and distribute information to, neighborhood residents, institutions, businesses and other stakeholders in this project. The nature of the engagement may include, but is not limited to, public meetings, online surveys and engagement, focus groups, and meetings with key stakeholders. Public engagement may also include presentations to community groups, the Urban County Council and other stakeholders. The nature and amount of the public engagement performed by the consultant may

be subject to change and some duties may be performed by LFUCG staff in lieu of the consultant. The consultant is responsible for all exhibits required at public meetings and for summaries of the meetings where their attendance is requested by LFUCG.

Analysis of Sidewalk Configuration

Southland Drive currently has various cross-sections, some with existing sidewalks, and others with significant obstacles. A creative approach to a sidewalk configuration that utilizes existing sidewalks and avoids potential obstacles is a requirement of this project.

The consultant shall perform detailed analysis of the proposed sidewalk configuration. Multiple alternatives may be explored, including, but not limited to, traditional sidewalks, meandering paths, access management, areas with expanded opportunities for landscaping, and other amenities designed to provide the corridor with a consistent brand. The consultant shall analyze the impact of all proposed design elements on the safety of all users, access management, and other relevant criteria.

Analysis of Stormwater Management Options

Southland Drive currently has a variety of stormwater control facilities including open swales, channelized streams, and piped facilities. The incorporation of existing facilities into the design or the change of these facilities will be a major factor in this project.

The consultant shall provide a detailed analysis of all stormwater management associated with the sidewalk design. The consultant will be encouraged to employ green infrastructure where possible to improve water quality and aesthetics.

Field Survey

Detailed survey information is critical to understanding the opportunities and limitations on the corridor.

The consultant shall complete a field survey. The minimum requirements for the field study shall include, but are not limited to:

- Topography showing all existing structures, fences, and other permanent infrastructure.
- Location of existing sidewalk
- Location of overhead and underground utilities
- Location of storm and sanitary sewers
- Location of significant trees and vegetation
- Locations of all existing easements in the project area
- Location of existing corner monuments and R/W markers
- Cross sections taken at 50-foot stations or as otherwise needed;
- Profiles of pertinent existing infrastructure

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.

Detailed Cost Estimates

In order to plan for future capital expenditures, detailed cost estimates are required prior to final construction documents.

The consultant shall prepare detailed cost estimates at each intermediate stage of the design and at the completion of the design. Each total construction cost estimate shall be accompanied by subtotal cost estimates for each design item, total utility relocation, and total right-of-way acquisition.

Rights-of-Way and Easements

If required, plats shall be prepared for acquisition of right-of-way, and they shall meet all requirements of the LFUCG Planning Commission, Department of Law and KYTC

Permanent and temporary easements shall be drawn to sufficient scale to be clear and distinguishable, and such drawings shall meet the requirements of the LFUCG Division of Engineering.

The Consultant shall provide a legal description for each right-of-way and easement taking and perform necessary appraisals and title searches.

Plans, Specs, and Bid Documents

All plans shall be created in conformance with applicable federal, state and local standards and requirements, including but not limited to:

- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- Manual on Uniform Traffic Control Devices
- Public Rights-of-Way Accessibility Guidelines
- ADA Best Practices
- All LFUCG Engineering Manuals and standard drawings
- All LFUCG Zoning regulations and the Code of Ordinances provisions.

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

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

Final design plans, construction drawings, specifications, and total estimates shall be prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky. All plans are subject to review by the LFUCG Division of Engineering and applicable KYTC divisions.

Preliminary plans shall include, but are not limited to: existing topography and infrastructure, street addresses, proposed placement of the multi-modal improvements, typical proposed section, proposed intersection improvements, critical cross sections, line and grade review information, amenities, landscaping and cost estimates. The plan shall also include all property lines including side lot lines. These can be per record in areas where disturbance is limited to R/W. In areas where easements or right of way is required, property lines need to be accurate. 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, typical sections, and right of way sheets.

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 the LFUCG Division of Engineering and other necessary agencies and changes incorporated, the Consultant shall again deliver, as stated above, one paper copy of the final plans to each utility company, and a complete plan set shall be delivered to Lynn Imaging for the bidding process. 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 or equivalent, electronic drawings and a digital specification file to the Division of Engineering, or to another designated location.

Selection Criteria.

1. Specialized experience and technical competence of the person, firm, or joint venture in sidewalk design, including the quality of previous related design. 20 points
2. Capacity of person, firm, or joint venture to perform the multi-modal streetscape design, including the ability to work with all project stakeholders. 10 points
3. Reputation and integrity of the person, firm, or joint venture. 10 points
4. Past record and performance on contracts with the Urban County Government or other governmental agencies and private industry with respect to such factors as control of cost, quality of work, and ability to meet schedules. 10 points
5. Familiarity with the corridor, the scope of work, and other elements of the project. 20 points
6. Project approach and proposed process to accomplish the scope of work for the project, including the degree to which the scope of work is satisfied by the proposal and cost. 20 points
7. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 points

EXHIBIT B

CERTIFICATE OF INSURANCE

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2016

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

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

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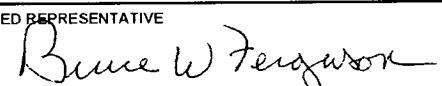
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6012733050	05/01/2016	05/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6012733078	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	6012733064	05/01/2016	05/01/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6012733047	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability		X	DPR9725772	12/05/2015	12/05/2016	Each Claim 4,000,000 Aggregate 4,000,000

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

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

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Room 338, Government Center 200 East Main Street Lexington, KY 40507	CANCELLATION 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 

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ACORD 25 (2010/05)

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DS#5340665

EXHIBIT C

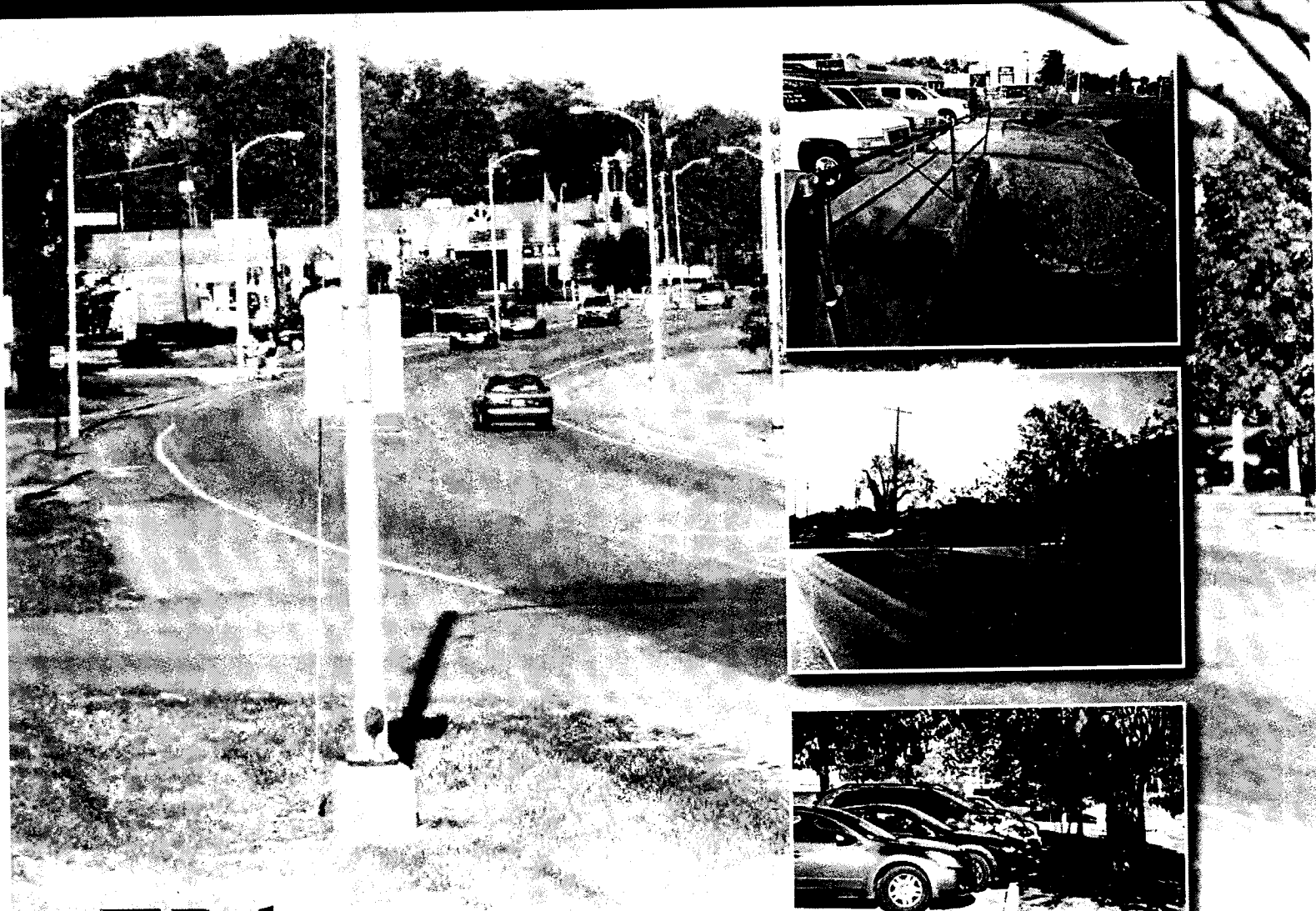
**PROPOSAL OF PROFESSIONAL SERVICES
AND RELATED MATTERS**

Response to Request for Proposals

Sidewalk Design for Southland Drive RFQ #49-2015

for the Lexington-Fayette Urban County Government

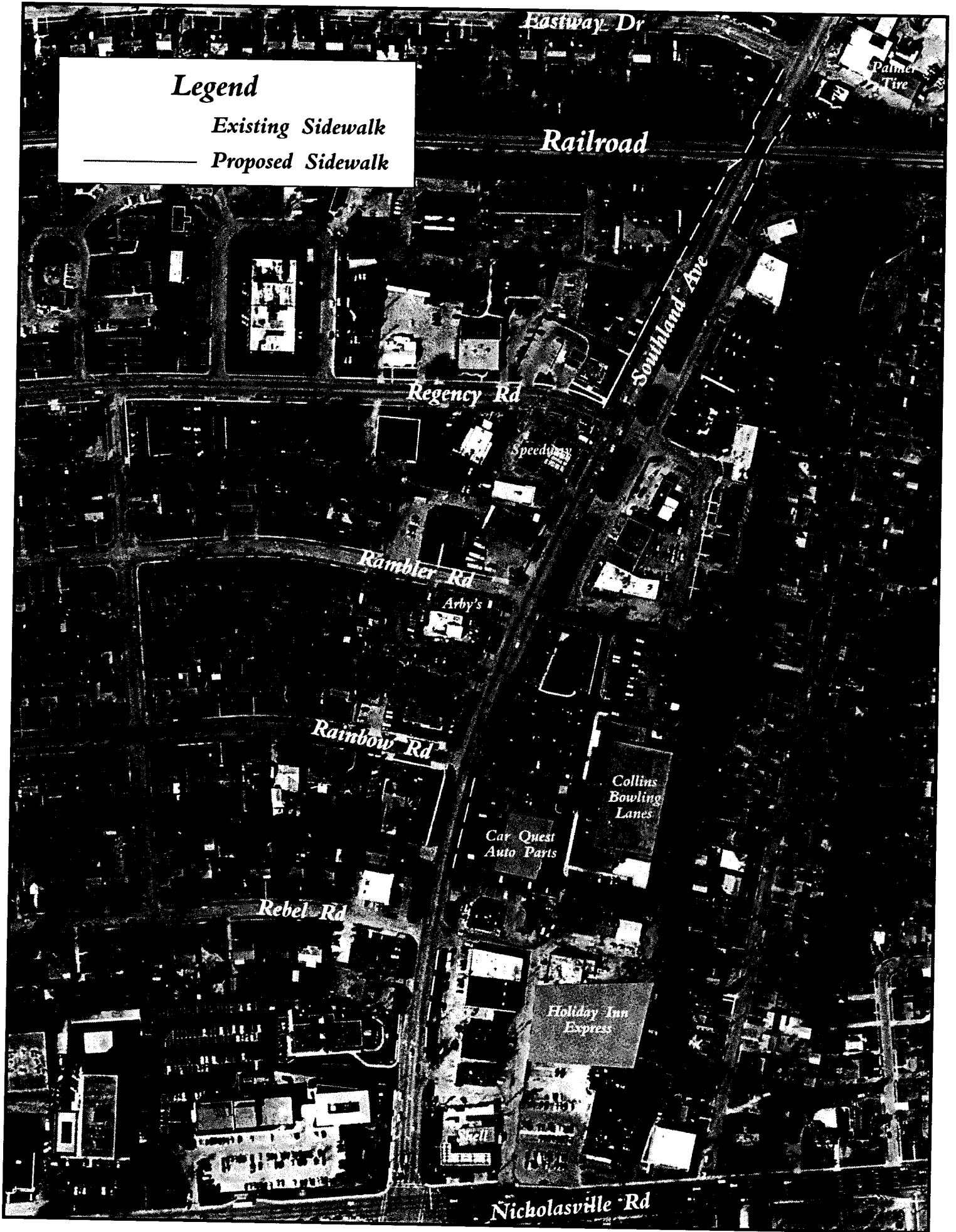
October 30, 2015



Legend

Existing Sidewalk

Proposed Sidewalk





October 28, 2015

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

RE: RFP #49-2015--Southland Drive Sidewalk Design

Dear Purchasing Director:

In response to the above-referenced Request for Proposals, Palmer Engineering wishes to express interest in providing professional design and engineering services for approximately one mile of sidewalks along both sides of Southland Drive. We understand that the current scope includes the entirety of Southland Drive from its intersection with Nicholasville Road to its intersection with Rosemont Garden.

Stephen Sewell, PE, PTOE, will serve as Project Manager. He manages Palmer's KYTC Statewide Local Public Agencies (LPA) contracts and has successfully managed multiple transportation projects throughout Kentucky. He has served as project manager for several projects that were on expedited schedules and required innovative strategies to meet the schedule. Mr. Sewell recently managed the I-75 Interchange project in Scott County that was successfully let in December 2014 and awarded for \$30.6 million after receiving notice to proceed in August 2014 and delivering Final Plans in October 2014. LFUCG project experience includes Chevy Chase intersection improvements, Town Branch Trail, and the Meadows Lane project at the intersection of New Circle Road that is currently under construction. Assisting Mr. Sewell will be a team of highly qualified engineers, environmentalists, and landscape architects from Palmer, Banks Engineering, and Element Design who will deliver this project on time and within budget.

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

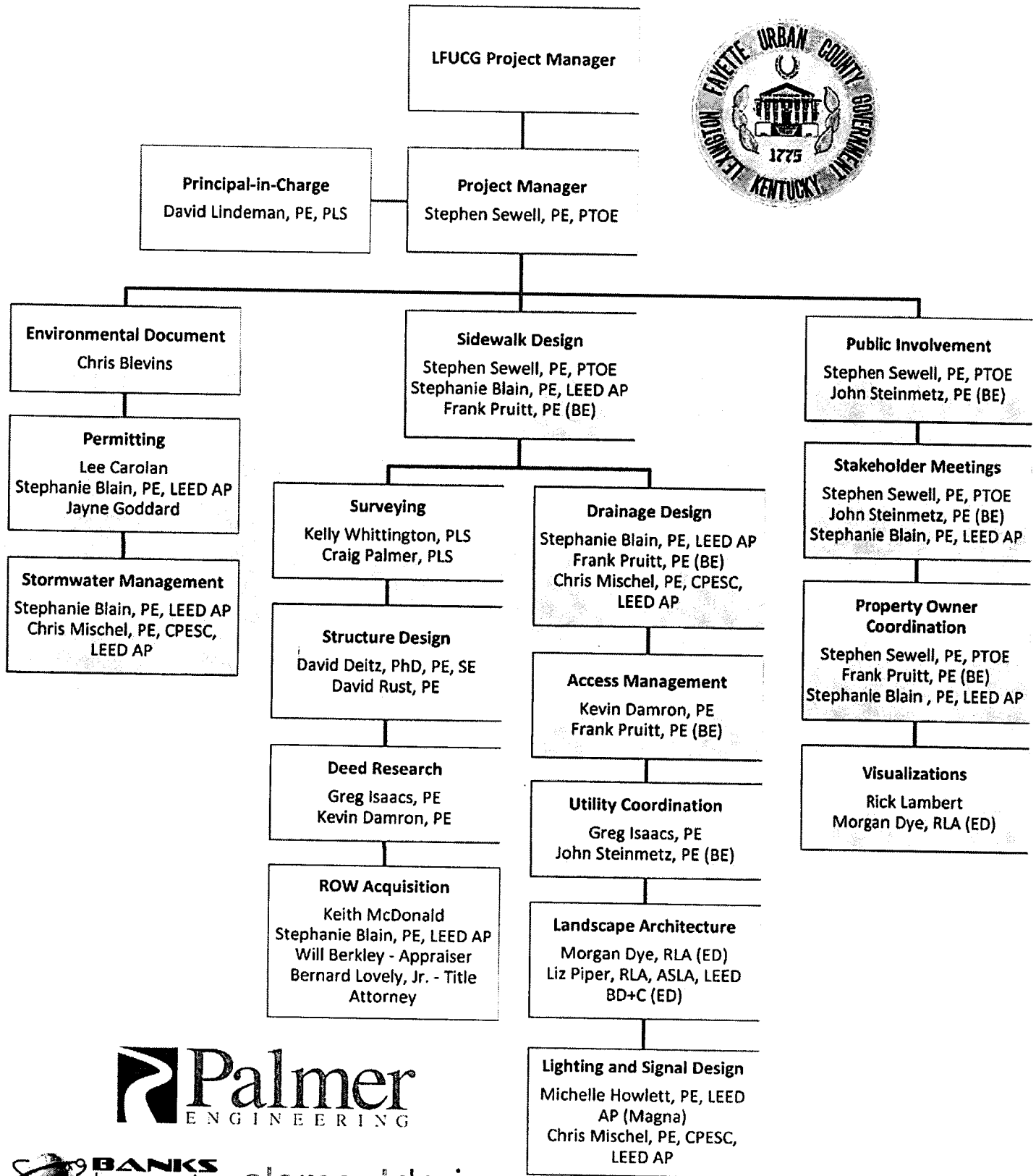
Thank you for the opportunity to present our professional qualifications. Palmer Engineering's previous experience with LFUCG, our commitment to exemplary customer service, and our technical qualifications make our firm the ideal selection for this project. Our selection will result in another successful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

Sincerely,

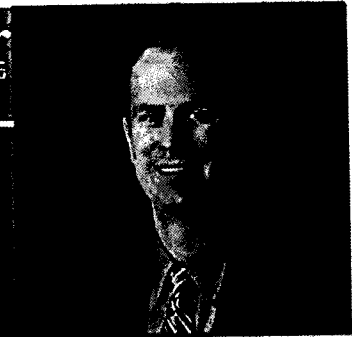
A handwritten signature in black ink, appearing to read 'D. Lindeman'.

David Lindeman, PE, PLS
President and CEO

Project Team Organizational Chart for RFQ #49-2015 Southland Drive Sidewalk Improvements



Stephen Sewell, PE, PTOE



Project Manager

Experience: 16 years

Education:

University of Kentucky
BS, Civil Engineering, 2000

Professional Registrations:

PE--KY-24030-2004; 1 other state
PTOE--National, 2007

Stephen joined Palmer Engineering in 1999. His project management experience ranges from projects with construction costs of \$50,000 to those in excess of \$30 million. His unique background in geometric design and traffic engineering provides clients with a unique set of traits that enable cost-effective solutions for projects; project experience includes:

- **KY-1448--Maple Leaf Road, Mason County, KY for KYTC** - Project Engineer for roadway redesign of a 1.6 mile stretch of Maple Leaf Road, beginning at KY-9 (AA Highway) and running North to US- 62. This road services three Mason County Schools, the Tom Browning Boys' and Girls' Club, and the local YMCA, which results in heavy foot and bike traffic; The project includes access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane.
- **Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government** - Project Engineer for development of alternative and final plans for the intersection improvements. The final construction of the improvements was completed in Fall of 2014. The Euclid Avenue/Tates Creek Road/Fontaine Avenue/High Street intersection redesign involved streetscape design, consideration of access management concepts, two public meetings, one business owners' meeting, and a detailed report documenting the results.
- **Meadow Lane Intersection Improvements, Lexington, KY for LFUCG** - Project Manager for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired.
- **North Green River Road, Henderson County, KY for the City of Henderson and KYTC (STW LPA Contract)** - Project Manager for 0.6 mile of pavement rehabilitation and roadway widening to include curb and gutter and a multi-use path; Pavement rehabilitation design was critical in plan development because of trucks using the route to haul waste material to the landfill; Developed roadway and right-of-way plans and coordinated utility relocations; Assisted the City of Henderson in acquiring Right of Way and Easements; Developed bid documents for a construction letting and provided monthly progress meetings on site.
- **Eastern Kentucky University Sidewalk Project, Richmond, Madison County, KY for Eastern KY University (STW LPA Contract)** - Project Manager for the development of a multi-use sidewalk along KY-52 near EKU South Campus; Provided oversight of the development of alignments and typical section for the multi-use path including future lighting and signal modifications; Prepared encroachment permits for KYTC and developed the Bid Documents for Office of Local Programs Approval.
- **Pear Orchard Road, Hardin County, KY for the City of Elizabethtown** - Project Manager for a Final Design and a Corridor Study to develop an alignment for the improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The project also involves development of design guidelines for the corridor addressing street design, sidewalks, bike lanes, and streetscape.
- **KY 351 - Patriot Parkway, Hardin County, KY for KYTC** - Project Manager for preparation of final plans for an urban section of roadway that included multiple access points and businesses. Plans included sidewalks and bicycles lanes along the proposed roadway.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission** - Project Engineer; assisted in roadway design for four alternatives for curve and intersection realignment of Broadway Avenue and High Street intersection in Bowling Green; Intersection improvements considered included conventional intersection and roundabout configuration; each alternative addressed access management for local businesses and provided pedestrian and bicycle facilities through the improvement area.



Stephanie Blain, PE, LEED AP



Permitting; Sidewalk Design; Storm Water Management; ROW Acquisition; Drainage; Stakeholder Meetings; Property Owner Coordination

Experience: 9 years

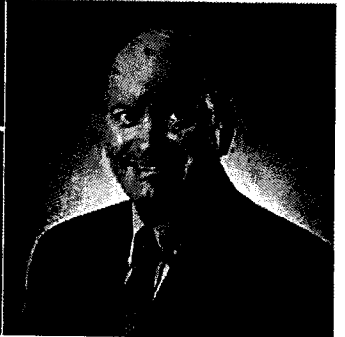
Education:
University of Kentucky
BS, Civil Engineering, 2007

Professional Registrations:
PE--KY-28304-2011
KEPSC--KY-071000148-2007
LEED AP--2009

- Stephanie joined Palmer Engineering in May 2006; project experience includes:
- **Crimson King Court / Coldstream Court Stormwater Study for Lexington-Fayette Urban County Government (LFUCG), Lexington, KY** - Project Engineer; performed mapping and editing services for the stormwater study of 408 acres watershed extending from Man O' War to Sutherland Drive; The study included collecting field survey information to establish a hydrologic/hydraulic model using Stormnet; Based on previous flooding issues, the model was calibrated to obtain existing and future flooding problems; developed 3 options to mitigate the flooding issues in the area; The selected option resulted in six residential property acquisitions. Palmer verified the existing property boundaries, preparing easement exhibits and legal descriptions, contacted property owners, and assisted LFUCG with the acquisition of the six homes.
 - **KY-3 (North Green River Road), Henderson County, KY for the City of Henderson and KYTC** - Project Engineer for 0.6 mile roadway widening to include curb and gutter and a multi-use path; Assisted in development of roadway and right-of-way plans and utility relocation coordination; Prepared legal descriptions for right-of-way purchase and temporary construction easements; Palmer Engineering contracted and worked with a local appraiser to prepare 2 appraisals and 20 MAR (Minimum Acquisition Review) offers.
 - **Willow Oak Pond Study, Lexington, KY for LFUCG** - Project Manager for the evaluation of an existing retention pond for alternatives to improve water quality and estimating the cost associated with each alternative for LFUCG Division of Water Quality. The evaluation considered two main options as directed by the client.



Kevin Damron, PE



Deed Research; Access Management

Experience: 28 years

Education:
University of Kentucky
MS, Civil Engineering, 1991

Professional Registrations:
PE-- KY-16975-1991

- Kevin joined Palmer Engineering in March 2014, following his retirement from the KYTC as the Deputy State Highway Engineer for Project Development where he was responsible for the development of all projects in the Kentucky Highway Plan since 2010. He has 28 years of design and project management experience through a variety of Cabinet positions. Project experience includes:
- **Chevy Chase Intersection Improvements, Lexington, KY for LFUCG** - Providing QA/QC and evaluating project for innovative project delivery opportunities. Project involves reconfiguring the intersections of Euclid Avenue/ Tates Creek Road/Fontaine Avenue/High Street and a range of parking alternatives, and streetscape design concepts that reflect the unique character of the area and surrounding neighborhoods.
 - **KY-89--Utility Coordination, Estill County, KY** - Project Manager for coordinating the relocation of utilities for the reconstruction of 0.91 miles of KY-89 from Rice Street to the Irvine Bypass to an urban roadway with 3-lanes, curb, gutter and sidewalks; Coordinated regularly with the impacted utility companies through meetings and individual contacts to orchestrate the utility relocation agreements within a compressed six-month schedule to meet the letting date; Responsible for the inspection of the utility relocations and coordination with contractor.
 - **US-68--Utility Relocation Design, Trigg County, KY for KYTC** - Project Manager for designing the relocation of water, sanitary sewer, and overhead electric for Lake Barkley State Park impacted by the proposed mitigation sites for the construction of the section of US-68 on the East End of Lake Barkley Bridge; Designed relocation plans for the water and sewer lines owned by the park for inclusion into the roadway plans.



John B. Steinmetz, PE



Utility Coordination; Public Involvement; Stakeholder Meetings

Experience: 33 years

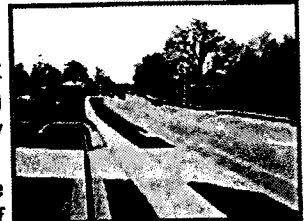
Education:

University of Kentucky
BS, Civil Engineering, 1982

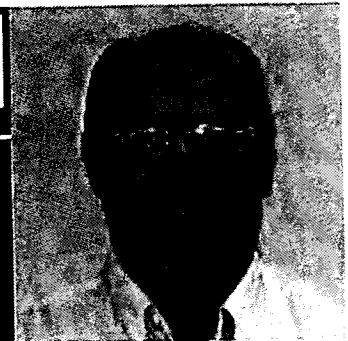
Professional Registrations:

PE--KY #14730, 2 other states

- John joined Banks Engineering in 2014; with experience in a wide range of projects, including transportation, storm water management, and private development. Mr. Steinmetz has assisted numerous communities with the planning, development, and implementation of capital improvement programs. Relevant experience is as follows:
- Clays Mill Road Scoping Study and Improvements, Lexington, KY - Project Manager for reconstruction of approximately 3.4 miles of urban minor arterial, including extensive public involvement to develop a design that addresses congestion and safety issues.
- North Broadway Streetscape Project, Berea, KY - Project Manager for the reconstruction of the roadway through Old Town, crafts center and tourist destination of Berea.
- East Walnut Street Redevelopment Project, Nicholasville, KY - Project manager for the reconstruction of East Walnut Street in downtown Nicholasville including new pavement, curb & gutter, sidewalks, and drainage system.
- Elkhorn Park Drainage Improvements for the Lexington Fayette Urban County Government, Lexington, KY - Project manager for major drainage system improvements to alleviate residential flooding in north Lexington.



Frank Pruitt, PE



Sidewalk Design; Drainage Design; Property Owner Coordination

Experience: 17 years

Education:

University of Kentucky
BS, Civil Engineering, 1998

Professional Registrations:

PE-- KY #22891

- Frank joined Banks Engineering in 2014, and has extensive experience in the design of infrastructure projects involving roadway design, stormwater management, and site development projects. Mr. Pruitt is also well versed in conducting public meetings and coordinating with property owners. Relevant Central Kentucky experience includes serving as project manager or project engineer on the following projects:
- Southland Drive Bike Lane for the Lexington-Fayette Urban County Government, Lexington, KY - Rehabilitation of approximately 1 mile of urban roadway to add bike lanes and storm drainage improvements.
- Clays Mill Road Improvements for the Lexington-Fayette Urban County Government - Design and construction services for approximately 4 miles of 3-lane urban roadways with bike lanes and sidewalks for a "complete street" design concept.
- Woodland Triangle Improvements for the Lexington Fayette Urban County Government - Redesign of the triangle intersection of East High Street, East Maxwell Street, and Kentucky Avenue adjacent to Woodland Park for improved pedestrian safety and bike lane.
- US 25 Widening for KYTC and the City of Berea, KY - Design of 1.25 miles of 3-lane urban roadway and associated storm drainage systems.
- Mason Headley Road Improvements for the Lexington-Fayette Urban County Government - Widening of 1100 feet of urban roadway to 3-lanes including sidewalks.
- Jane Drive Improvements for the City of Berea, KY - Design of 1,600 feet of urban roadway with sidewalk and drainage improvements.



Chris Blevins



Environmental Services

Experience: 20 years

Education:

Ohio University
BS, Geography, 1990

Professional Registrations:

None

Chris joined Palmer Engineering in 1997 and was named Director of Environmental Services in 2006. As Project Manager for the KYTC Statewide Environmental Studies contract, he has managed and authored numerous technical documents in multiple environmental areas; Project experience includes:

- Town Branch Trail, Fayette County, KY for LFUCG - Environmental Project Manager for Categorical Exclusion Level II, UST/HAZMAT, Section 106/Cultural Resources for a multi-use project approximately 2.4 miles from downtown Lexington to Masterson Station Park; Main issues include Section 4(f) property and cultural resources; Coordinated public involvement activities as well as a Public Information Meeting; Processed the Section 4(f) documentation as a *de minimis* net benefit use for impacts to the historic rock wall along Old Frankfort Pike.
- US-25, Laurel County, KY for KYTC - Project Manager for socioeconomic analysis, UST/HAZMAT, Section 106/Cultural Resources, Air and Noise analysis, and Environmental Overview for a highway project approximately five miles in length located outside London, KY; Main issues include Section 4(f) and 6(F) property, Environmental Justice neighborhood, and cultural resources; Coordinated public involvement activities as well as a Public Information Meeting.
- US-421, Fayette County, KY for KYTC - Project Manager for Project Overview and NEPA documentation of 1.6 miles of a new highway from Greendale Road to Masterson Station Park; responsible for writing the Socioeconomic Impact Analysis, and the Categorical Exclusion Level III report; prepared Section 4(f) and 6(f) documentation for park property; participated in Public Involvement activities, including public meetings and informal interviews.



Morgan Dye, RLA

elementdesign



Landscape Architecture; Visualizations

Experience: 15 years

Education:

University of Kentucky
BS, Landscape Architecture, 1997

Professional Registrations:

RLA--KY-664

Morgan is a registered Landscape Architect with over 15 years of experience in project design and management. He has been with Element Design since 2010. Morgan's project management experience includes recreational trails, parks, urban streetscapes, private development and campus planning. Recent clients include the Commonwealth of Kentucky, the Kentucky Community and Technical College System (KCTCS), Kentucky State Parks and private residential and commercial developers. Morgan is also experienced with KYTC LPA guidelines and is involved with every project that requires this documentation.

Recent Project Experience:

- Isaac Murphy Memorial Art Garden & Trail Head- Lexington, KY *
- Gainesway Trail - Lexington, KY *
- Hopkinsville Downtown and Inner-City Parks Project - Hopkinsville, KY
- Hopkinsville 9th and Campbell Street Corridor - Hopkinsville, KY *
- Pulaski County Fountain Square Beautification - Somerset, KY *
- Kentucky Horse Park Pedway Repairs, Replacement and Upgrades - Lexington, KY
- Elizabethtown Public Square Streetscape - Elizabethtown, KY
- Greensburg Public Square Streetscape - Greensburg, KY
- Horse Cave Streetscape Enhancements - Horse Cave, KY
- Somerset Streetscape Enhancements - Somerset, KY
- Morehead State University Mignon Hall Renovation - Morehead, KY
- Eastern Kentucky University Science Building Phase 2 - Richmond, KY

* Denotes experience with LPA Guidelines

Lee Carolan, CES



Permitting

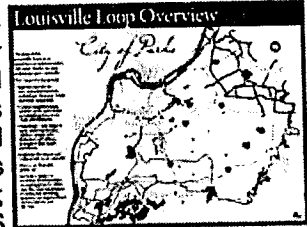
Experience: 20 years

Education:

Arkansas Tech University
BS, Biological Science and Secondary
Education, 1985

Professional Registrations:
None

- Lee joined Palmer Engineering in 2006; project experience includes:
- KY-3, North Green River Road, Henderson County, KY for City of Henderson and KYTC (STW LPA Contract) - Senior Environmental Biologist; Performed stream habitat assessment and wetland delineation for road improvement and upgrade; Submitted permit applications for USACE 404 NWP, WQC 401, and floodplain construction permit.
 - Louisville Loop--Jefferson Memorial Trail, Jefferson County, KY for Louisville Metro Parks - Senior Environmental Biologist; prepared a Biological Assessment for Indiana, Gray, Northern long-eared bats, and running buffalo clover, conducted ecological field studies to document the USFWS threatened and endangered species along proposed construction of 6.5 miles of multi-use trails in Louisville, KY. Conducted field investigations to determine requirement of US Army Corps of Engineers Nationwide 14 permit to meet Section 404 requirements of the Clean Water Act of 1972; Responsibilities include delineating streams and wetlands and coordinating with the US Army Corps of Engineers.
 - Wolf Run Habitat Improvement Project, Lexington, KY for Lexington-Fayette Urban County Government - Senior Environmental Biologist; This project will provide permitting for three separate sections within the Wolf Run Watershed--Cross Keys Pond, Big Elm Tributary, and Vaughn's Branch. Permit applications for USACE Section 404 NWP 27 and Water Quality Floodplain Construction will be submitted so that habitat improvements can begin to alleviate the destruction that is occurring to the streams due to storm water incidents.



Liz Piper, RLA, ASLA, LEED BD+C

elementdesign



Landscape Architecture

Experience: 7 years

Education:

University of Kentucky
BS, Landscape Architecture, 2009

Professional Registrations:
RLA--KY-821
ASLA
LEED BD+C

Liz is a registered Landscape Architect with over 7 years of experience in urban design and landscape architecture with Element Design. Her professional background and interests include community involvement, natural resources and recreation, education, cultural and social issues and environmentally sensitive design.

Liz is involved in many of the firms projects during the early phases of idea generation and concept visualization, working to effectively communicate design ideas. Liz is also a project manager with recent experience with both new construction and redevelopment as well as with LEED project documentation.

Recent Project Experience:

- Triangle Park Renovation - Lexington, KY
- Louisville Loop Trail - Pond Creek and Medora Sections - Louisville, KY
- Pulaski County Fountain Square Beautification - Somerset, KY
- Berea College Indian Fort Parking Renovation - Berea, KY
- Shriners Children's Hospital - Lexington, KY
- JCTC Seminary Building - Louisville, KY
- University of Kentucky Alumni Plaza Renovation / Roof top Garden - Lexington, KY
- University of Kentucky - Kentucky Children's Garden - Lexington, KY
- University of Kentucky Parking & Vehicular Signage Plan - Lexington, KY

Keith McDonald



Right-of-Way Acquisition

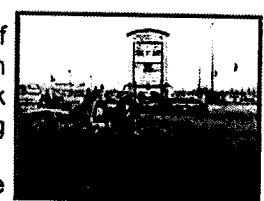
Experience: 25 years

Education:

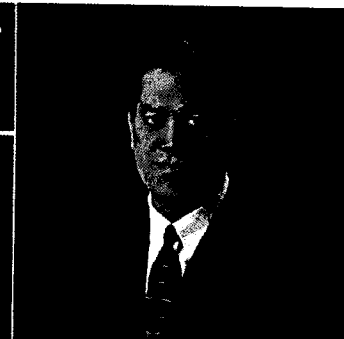
Western Kentucky University
BS, Marketing, 1983

Professional Registrations:
None

- Keith joined Palmer Engineering in June 2014 following his retirement from the KYTC as the Director of the Division of Right of Way and Utilities where he led and provided oversight for all Right-of-Way activities; Current project experience includes:
 - East Brannon Road, Jessamine County, KY for KYTC (*STW ROW Contract*) - Director of Right-of-Way Services for acquisition and relocation services for extension of East Brannon Road to four lanes from inside Brannon Crossing Development to KY-1974 (Tates Creek Road). The project is 2.146 miles in length, consists of 16 parcels, with 12 parcels requiring appraisals, and 1 parcel requiring relocation assistance.
 - Gatton Way, Fayette County, KY for KYTC (*STW LPA Contract*) - Project Manager for the acquisition of one parcel of Right of Way on Citation Blvd. and Remington Way to provide industrial access; project included appraisal services/title services/acquisition//deed recording; Parcel was acquired within 40 days of receiving notice to proceed.
 - KY-237, Boone County, KY for KYTC - Director of Right-of-Way Services involving appraisals, acquisitions, and relocations. The 3.119-mile-long project includes major widening of Pleasant Valley / Camp Ernest Road to four lanes from Valley View Drive to Rogers Lane. The project consists of 133 parcels, with 39 parcels requiring appraisals, and 11 parcels requiring relocation assistance.



David Lindeman, PE, PLS



Principal-in-Charge

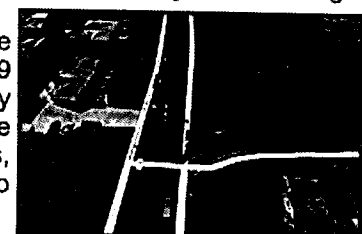
Experience: 29 years

Education:

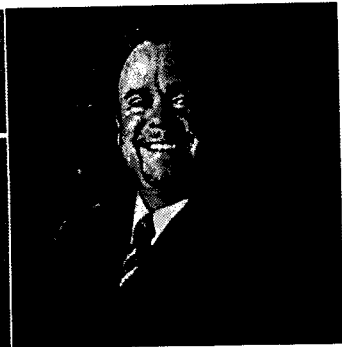
University of Kentucky
BS, Civil Engineering, 1986

Professional Registrations:
PE--KY 16712-1991; 13 other states
PLS--KY 3284-1995

- David joined Palmer Engineering in 1986; He has served as a Principal, Vice President, Director of Transportation, and was named President and CEO in June 2010; He is Palmer's Principal over the roadway design, right of way, environmental, and survey sections; Project experience includes:
 - Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government - Principal-in-Charge for a feasibility study to determine the cost and viability of implementing streetscape design and traffic improvements (including access management) proposed by a group of neighborhood residents for the intersection of Euclid Avenue, Fontaine Road, and High Street. Project includes two public meetings and meetings with impacted businesses.
 - KY-1448--Maple Leaf Road, Mason County, KY for KYTC - Principal-in-Charge for survey and redesign of a 1.6 mile stretch of Maple Leaf Road, beginning at KY-9 (AA Highway) and running North to US-62. The road services three Mason County Schools, a Boys' and Girls' Club, and YMCA, which results in heavy foot and bike traffic. The project includes access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane; Responsible for facilitation of two public meetings and two meetings with local officials.
 - Meadow Lane Intersection Improvements, Lexington, KY for LFUCG, 2014-Present - Principal-in-Charge for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired.



Kelly Whittington, PLS



Surveying

Experience: 34 years

Education:

Elizabethtown Community College

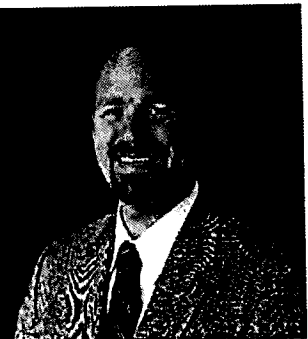
Professional Registrations:

PLS--KY-3349-1997

- ☐ Kelly joined Palmer Engineering in 1981; project experience includes:
- Meadow Lane Intersection Improvements, Lexington, KY for LFUCG - Survey Party Chief for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances.
 - KYTC Statewide LPA Contracts - Survey Party Chief for Digital Terrain Modeling (DTM) and property surveys for multiple LPA projects including:
 - Adella Avenue, Kenton County, Ludlow, KY
 - Dawkins Trail, Breathitt, Johnson, and Magoffin Counties, KY
 - Green River Road, Henderson, KY
 - KY-52, Lancaster Avenue, Madison County, Richmond, KY
 - Park City Sidewalks, Barren County, Park City, KY
 - Winchester Mast Arms, Main and Broadway, Clark County, Winchester, KY
 - KY-1448, Maple Leaf Drive, Mason County, KY for KYTC - Survey Party Chief for 1.6 miles of 3-lane curb and gutter urban roadway on Maple Leaf Drive; provided secondary control.
 - East Lake Sanitary Sewer Replacement, Fayette County, KY for LFUCG - Survey Field Supervisor responsible for design surveys of approximately 1,900 linear feet of 18" and 21" gravity sewer. This project is the first consent decree project for LFUCG that has gone to construction; The project required bypass pumping of the existing 48" trunk sewer to install an 8' diameter manhole; Also responsible for locating property boundaries required in the preparation of easement plats.



Greg Isaacs, PE



Deed Research; Utility Coordination

Experience: 20 years

Education:

University of Kentucky
BS, Civil Engineering, 1998

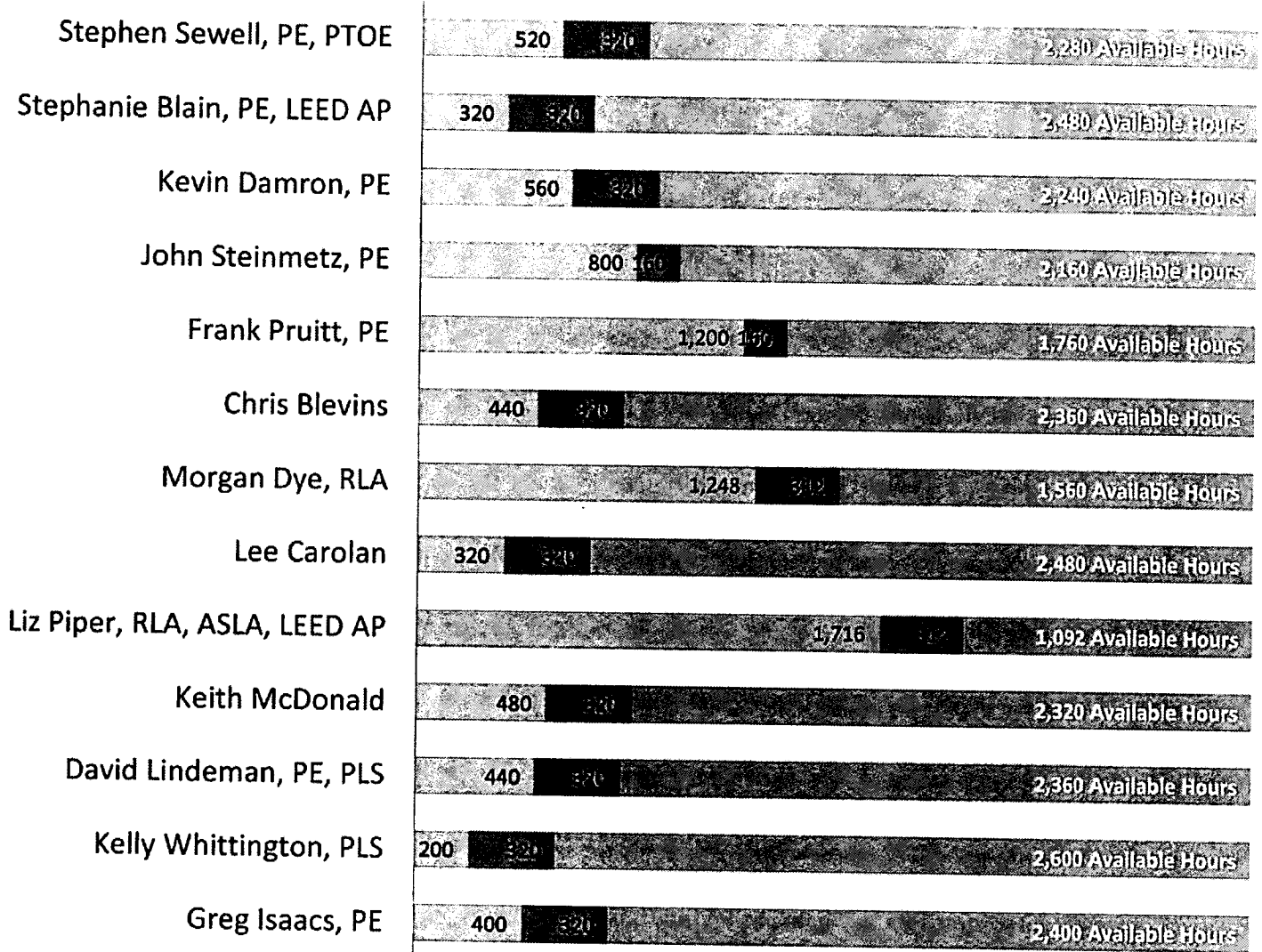
Professional Registrations:

PE--KY-22845-2002; 5 other states

- ☐ Greg re-joined Palmer Engineering in September 2008 after previously working for the firm in 2006-2007:
- Chevy Chase Intersection Feasibility Study; Chevy Chase Paving and Restriping Plan, Fayette County, KY for LFUCG - Project Manager for the evaluation of design alternatives for improvements to the intersection of High Street / Euclid Avenue / Tates Creek Road / Fontaine Road and improvements to the streetscape of each approach. This study is being utilized to seek funding and as a guideline during the future design of each phase of the project; Project Manager for the design of approximately 2,000 linear feet of roadway for the Chevy Chase area. Project included coordination with the gas company for relocation of gas mains and coordination with overhead utilities.
 - KY-89 Utility Coordination, Estill County, KY - Project Engineer for coordinating the relocation of utilities for the reconstruction of 0.91 miles of KY-89 from Rice Street to the Irvine Bypass to an urban roadway with 3-lanes, curb, gutter and sidewalks; Coordinated regularly with the impacted utility companies through meetings and individual contacts to orchestrate the utility relocation agreements within a compressed six-month schedule to meet the letting date for a District 10 prioritized project; Prepared a Utility Strip Map of the existing and proposed utility relocations to facilitate improved coordination between the utility companies and KYTC personnel; Responsible for the inspection of the utility relocations and coordination with the highway contractor.
 - Crimson King Court / Coldstream Court Stormwater Study, LFUCG - Project Manager for the study to evaluate alternatives to remediate the flood issues to 7 properties in the study area; The selected option resulted in six residential property acquisitions. Palmer was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners; and assisting LFUCG with the acquisitions. Mr. Isaacs met with property owners one on one to address their concerns. At the completion of the project, the city was able to purchase all properties.

Team Workload Capacity Sidewalk Design for Southland Drive

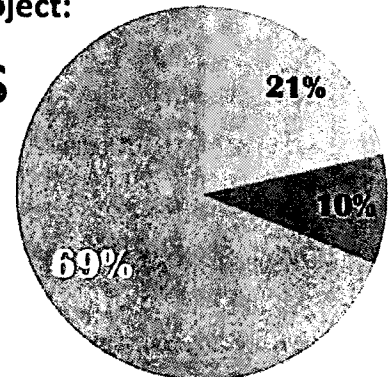
Committed Hours
 Vacation/Holiday
 Available Hours



Capacity Available for this Project:

28,092 Hours

based on the above 18-month capacities



elementdesign

Lexington-Fayette Urban County Government Projects Fayette County, Lexington, KY



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

Project Description:

Palmer Engineering has been involved in a number of LFUCG projects that involve sidewalk design. Selected projects include:

Meadow Lane Intersection Improvements

This project included roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The reconstruction and extension of sidewalks along both approaches to provide ADA Ramps within the existing right of way. Palmer developed final plans and quantities within a 4 month period and assisted with construction activities. The project eliminated all permanent right-of-way acquisition and improved drainage at the intersection by adding storm sewer and consolidating business entrances. Survey along with coordinating the installation of new signals and utility upgrades was performed, and the KYTC encroachment permit was acquired.

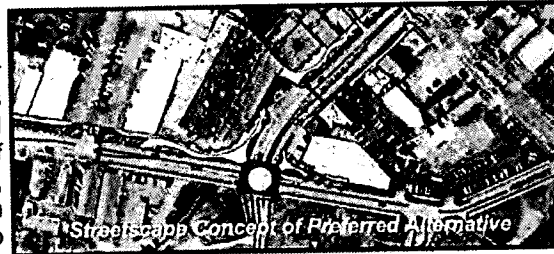


Common Team Members:

- Stephen Sewell, PE, PTOE
- Chris Mischel, PE, LEED AP
- Stephanie Blain, PE
- Greg Isaacs, PE
- David Lindeman, PE, PLS
- Kevin Damron, PE
- Kelly Whittington, PLS
- Frank Pruitt, PE (Banks Eng.)

Chevy Chase, Lexington, KY

Palmer Engineering prepared a feasibility study and final plans for implementing improvements proposed by neighborhood residents for the intersection of Euclid Avenue, Fontaine Street, and High Street. The intersection serves many businesses but also contains both commercial and city parking and has a high level of pedestrian and bicycle activity. By reducing the pavement area, where possible, increasing parking spaces, and adding bicycle lanes on all of the adjacent routes the area has become more pedestrian friendly and safer. Final plans and Phase 1 of the project was constructed in the Fall of 2014.



Project Similarities:

- Intersection Analysis
- Aesthetic Enhancements
- Bicycle and Pedestrian Facilities
- Traffic Impacts
- Utility Coordination
- Survey
- Signal Plans
- Signing Plans
- Drainage/Erosion Control
- Environmental Permitting
- Right-of-Way Acquisition

Woodland Triangle Intersection, Lexington KY

Banks Engineering performed redesign of the triangle intersection of East High Street, East Maxwell Street, and Kentucky Avenue adjacent to Woodland Park including raised medians to redirect traffic flows and allow for improved pedestrian crosswalk safety, and striping plans to include bike lane facilities.



Both of these projects included the following services:

- Alignment development to provide the planned level of service and improve safety
- Review of alternatives to avoid or minimize property and utility impacts, right-of-way acquisition, and construction cost
- Preparation of plan and profile sheets using the Lexington-Fayette Urban County Government's GIS mapping supplemented by additional field surveys
- Drainage designs, connecting to and improving existing drainage facilities

Project Information:

Agency: LFUCG

Client Contact:

Meadow Lane
Mark Feibes, LFUCG
859-258-3428

Chevy Chase
George Mulligan, LFUCG
859-258-3208

Woodland Triangle
George Mulligan, LFUCG
859-258-3208

Dates: 2013-2014
2010-2014
2014

Southland Drive Bike Lanes Fayette County, Lexington, KY



Roadway Improvements for Addition of Bicycle Lanes

Project Manager: Frank Pruitt, PE

Project Description:

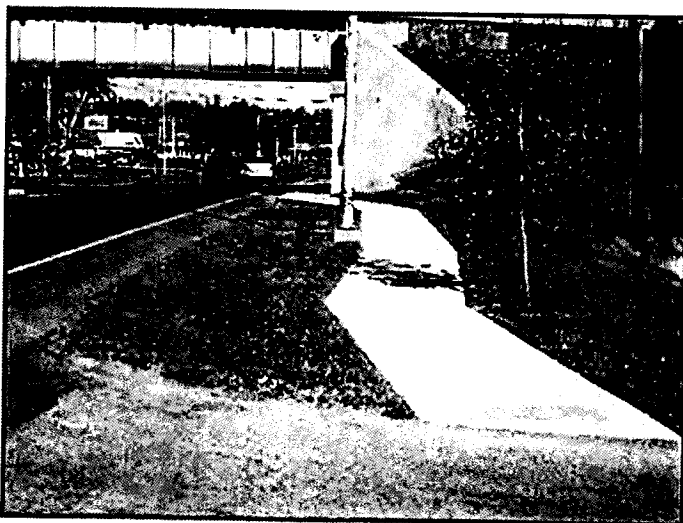
While with another firm, Banks Engineering's senior engineer served as project manager, design engineer, and engineer of record for urban roadway improvements to add bicycle lanes and enhance multimodal safety along Southland Drive, a major commercial corridor in southern Lexington.



The existing one-mile corridor had numerous land-use changes and a very irregular roadway system regarding pavement widths, commercial entrances, turn lanes, and drainage systems. Some areas had curb and gutter while others were constructed with shoulders and roadside ditches. Bike lanes were added through pavement widening in some areas and re-striping in others. Design challenges included access modifications at wide commercial entrances, adding bike lanes and sidewalks under a narrow railroad crossing, providing proper roadside drainage where existing systems were flat and silted.

This project included the following services:

- Alignment development to use existing irregular pavement widths and improve safety
- Review of alternatives to avoid or minimize property and utility impacts, right-of-way acquisition, and construction cost
- Preparation of plan and profile sheets using the Lexington-Fayette Urban County Government's GIS mapping supplemented by additional field surveys
- Drainage designs, connecting to and improving existing drainage facilities
- Coordination with neighborhood and business associations



Common Team Members:

- Frank Pruitt, PE

Project Similarities:

- Project Corridor
- Access Management
- Drainage Improvements
- Multimodal Enhancement
- Utility Coordination
- Right-of-Way Easements
- Property Owner Coordination
- Survey

Project Information:

Agency: LFUCG

Client Contact:

Keith Lovan
859-258-3410

Dates: 2014

KYTC Statewide LPA General Services Contract Multiple Locations, KY



Streetscape / Sidewalk Design

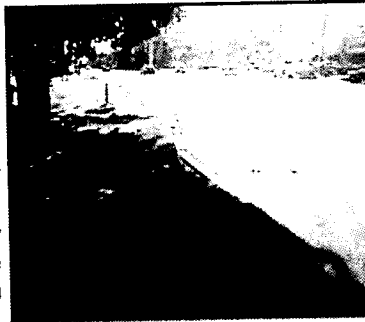
Project Manager: Stephen Sewell, PE, PTOE

Project Description:

The following Statewide LPA projects performed by the Palmer Team involved sidewalk design:

US-60 and KY-22 Jefferson County, KY

Construct sidewalk along US 60, Hurstbourne Lane, and KY 22 in Jefferson County. The area has existing sidewalks as locations throughout the corridors but is missing sidewalks in areas that have not redeveloped. The project required coordination with utility companies to determine the location of lines and if relocation would be required. Developed Right of Way Plans and deeds for temporary easements along the corridors. Assisted with the preparation of the bid package and construction letting.



Common Team Members:

- Stephen Sewell, PE, PTOE
- David Lindeman, PE, PLS
- Stephanie Blain, PE, LEED AP
- Chris Mischel, PE, LEED AP
- Kelly Whittington, PLS
- Lee Carolan, CES
- Morgan Dye (Element)
- Liz Piper (Element)

Eastern Kentucky University Multi-Use Project Madison County, Richmond, KY

The multi-use path project involved constructing a 10-foot-wide multi-use path with lighting and landscaping along Lancaster Avenue. The multi-use path provides a connection from EKU's South Campus to North Campus including connecting commuter parking and campus classrooms. The project included utility coordination, KYTC encroachment permit, and construction administration for a multi-use path. Final Plans were developed within 4 months after receiving Notice to Proceed.



Project Similarities:

- Streetscape Design
- Sidewalk Design
- Drainage/Erosion Control
- Environmental Permitting
- Sidewalk Construction
- Right-of-Way Acquisition
- Utility Coordination

Sidewalks and Streetscape Improvements City of Park City, Barren County, KY

The project in Barren County for the City of Park City involves installing sidewalks on multiple streets throughout the Park City area and US-31W. The project combines a TE grant and Safe Routes to School (SRTS) grant for sidewalk and streetscape. Project involved obtaining an encroachment permit and LPA approval for the construction of the sidewalks. As part of the process, coordination occurred with each utility company to assure no impacts. Palmer also acquired all easements and obtained environmental clearance from SHPO.



Project Information:

Agency:

KY Transportation Cabinet
KY Office of Local Programs
Eastern Kentucky University
City of Henderson

Client Contact:

Travis Thompson, PE
KYTC D-5

Ed Herzog
Eastern Kentucky University
859-622-1440

Jackie Jones
KYTC Local Programs
502-564-2060

Buzzy Newman
City of Henderson
270-831-1200

Dates: 2015
2014-2015
2012-Present
2012-2013

KY-3, Green River Road Henderson County, KY

The roadway and multi-use path project involved constructing a 10-foot-wide multi-use path along a residential area along North Green River Road in Henderson, KY. The project included environmental document preparation, Nationwide Permit, utility relocation, public meeting facilitation, right-of-way acquisition, and construction administration for a multi-use path.



Urban Roadway Projects Multiple Projects, KY



Urban Roadway Design

Project Managers: Stephen Sewell, PE; Frank Pruitt, PE

Project Description:

*Pear Orchard Road and Pear Orchard NW
Hardin County, KY*

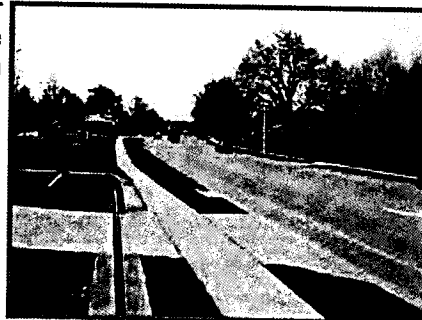
The Pear Orchard Road project involves a Corridor Study and Phase 2 design for the development of an alignment for the improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The corridor connects Ring Road (KY-3005) and the North Dixie Avenue (US-31W) corridor, the highest volume commercial area in the region.

The corridor is a narrow 2 lane road that is designated as a County Bike Route and has sharp curves that create hazardous conditions for bicycles and pedestrians. By adding curb and gutter, sidewalks, and correcting the drainage and alignment issues the corridor will become a route that accommodates multi-users. As part of the improvements streetscaping and extensive public involvement was completed to enable the public to provide input for along the corridor. Numerous utilities will be impacted so early coordination was conducted to gain an understanding of cost and timeframe.



*Clays Mill Road (Banks Engineering)
Fayette County, Lexington, KY*

While with another firm, Banks Engineering's senior engineers served as project manager and lead design engineer for a corridor scoping study and final designs for Clays Mill Road from south of Man o' War Boulevard to Harrodsburg Road, a 3.7-mile arterial within a residential setting. Building public understanding and trust played a major role in the process, and a 22-member advisory committee was formed at the beginning of the project. Representatives from the residential community, corridor users, churches, schools, business leaders, elected officials and several divisions within the Urban County Government formed the majority of the advisory committee. Public meetings and regular advisory committee meetings were conducted to inform and gain public consensus for the project. Project considerations:



- Conducting alignment studies to improve geometrics, reduce congestion, and minimize impacts of construction.
- Improving pedestrian and non-motorized vehicular circulation by including sidewalks and bike lanes along the entire corridor to develop a "complete street".
- Environment Assessment to identify any potential adverse impacts.
- Implementing a continuous public involvement process including presentations to local organizations and neighborhoods.
- Preparation of a scoping study, final design plans, contract documents, and implementation plan.

This project was one of the most controversial Lexington projects in history, and the successful consensus-building effort ended two decades of controversy. It received the ACEC 2013 Award for Engineering Excellence.

Common Team Members:

- Stephen Sewell, PE
- David Lindeman, PE
- Chris Mischel, PE, LEED AP, CPESC
- Lee Carolan, CES
- Chris Blevins
- Rick Lambert
- John Steinmetz, PE (Banks)
- Frank Pruitt, PE (Banks)

Project Similarities:

- Pedestrian Facility
- Surveying
- Environmental Permitting
- Right-of-Way Acquisition
- Public Involvement
- Streetscaping/Landscaping

Project Information:

Agency:

City of Elizabethtown
Lexington-Fayette Urban County
Government

Client Contact:

Scott Reynolds, PE
City Engineer
City of Elizabethtown
270-765-6121

Keith Lovan, PE
LFUCG
859-258-3478

Dates: 2014-2015
2011-2014

Access Management Projects Multiple Locations, KY



Urban Roadway Access Management

Project Manager: Stephen Sewell, PE, PTOE

Project Description:

US-42 and KY-22, Jefferson County, KY

The US-42 corridor is plagued by severe congestion caused both by high traffic demand and the lack of adequate access management spacing.



Palmer Engineering was selected to prepare a Planning Study and Environmental Overview including technical studies to analyze potential solutions prior to developing final roadway plans. As part of the study a citizens advisory group and two public meetings were facilitated by Palmer Engineering Staff. The proposed improvements includes consolidating access points and also improving the bike and pedestrian facilities along the route.

Common Team Members:

- Stephen Sewell, PE, PTOE
- David Lindeman, PE, PLS
- Chris Mischel, PE, LEED AP, CPESC
- Stephanie Blain, PE, LEED AP
- Chris Blevins
- Jayne Goddard
- Lee Carolan, CES
- Kelly Whittington, PLS
- Frank Pruitt, PE (Banks)

US-25, Laurel County

This segment of US-25 in Laurel County currently is operating at or exceeding available capacity. The road has a history of crashes along the project corridor. Utilities are located within close proximity to the existing roadway. In 2011, Palmer Engineering was selected to provide Phase I Design and Environmental Services for this project.



A focus group of local stakeholders was developed to help guide the selection of alternatives including the decisions regarding number of lanes along both US-25 and KY-229 in each segment. U-turns and innovative commercial aspects were important components of the design approved in Phase I.

Project Similarities:

- Sidewalk Design
- Access Management
- Drainage Issues
- Public Meeting
- Stakeholders Meeting
- Bike Lanes

US 25, Madison County, KY (Banks Engineering)

The US-25 Roadway Improvements involved the rehabilitation and widening of approximately 1.25 miles of a heavily traveled commercial roadway corridor. This project centered on the conversion of an existing rural roadway section to an urban curb and gutter section with bike lanes, a 5' sidewalk and 10' shared use path, and associated drainage improvements. The existing corridor is heavily developed commercially with scattered residential. The existing US-25 has poor access control with long stretches of parking areas adjacent to the roadway edge and multiple, haphazardly spaced access points. The rehabilitation and design of the US-25 Roadway Improvements corridor was a highly visible and controversial project with local businesses with parking areas encroaching on existing US-25 right of way.

Mr. Pruitt's involvement on the project consisted of performing all of the drainage designs for a new underground storm drainage system to include the sizing of two box culverts and managing the coordination with local utilities. Mr. Pruitt also participated in the roadway's designs as well as working with local officials and the KYTC to analyze and improve the overall access control of the roadway. Mr. Pruitt was a lead representative of the design team in both public meetings on the project as well as periodic review meetings with the local officials and the KYTC.

Project Information:

Agency: Kentucky Transportation Cabinet (KYTC)

Client Contact:
Travis Thompson, PE
502-210-5400

David Fields, PE
606-598-2145

Robin Sprague, PE
859-246-2355

Dates:
2013-Present
2013-Present
2006-2014

Sidewalk Design Multiple Locations, KY

elementdesign

Streetscape / Sidewalk Design

Project Manager: Morgan Dye, RLA

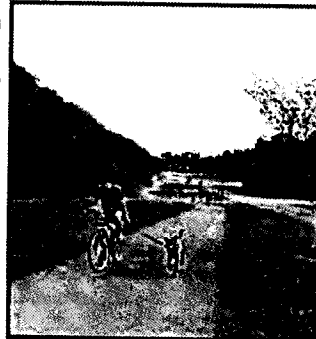
Project Description:

Element Design has been involved in a number of streetscape projects including the following:

Shillito and Lafayette Trails Lexington, KY

The Shillito and Lafayette Trails create a multi-use loop trail through Shillito Park, connecting various park elements and surrounding neighborhoods.

- Design of two asphalt trails: the Lafayette Trail is a 10' wide connector to an existing city trail system and the Shillito Trail is an 8' wide new trail that forms the loop through the park and neighborhoods
- Site elements such as trail head, traffic and trail signage, retaining wall, pedestrian bridge, and site grading and drainage
- Design of all trails met ADA and AASHTO guidelines for accessibility and design requirements
- Full five phase design services from Schematic Design through Construction Administration



Common Team Members:

- Morgan Dye, RLA
- Liz Piper, RLA, ASLA, LEED BD+C

Project Similarities:

- Streetscape/Landscape Architecture
- Public Involvement
- Surveying
- Utility Coordination
- ADA Compliance

The Isaac Murphy Memorial Art Garden Lexington, KY

The Isaac Murphy Memorial Art Garden Trail Head is a community park that will incorporate site amenities to encourage social gatherings and to educate the public about nature, local heritage and the sport of horse racing. The garden is intended to serve as a trail head for The Legacy Trail at the east end of downtown.

- Celebrate and Honor the legacy of the famous jockey Isaac Murphy specifically, and all other African Americans who have contributed to the Thoroughbred industry through the years
- Design, coordination and public meetings with local stakeholders, artists, and community members
- Improvements include sculptures and art panels, amphitheater and performance space, interpretive signage, sidewalks, permeable pavers, stone seat walls, landscaping, site furnishings, site lighting and water line installation



Project Information:

Agency:
LFUCG Parks and Recreation
KY Transportation Cabinet
City of Hopkinsville

Client Contact:
Michelle Kosieniak
859.288.2979

Keith Lovan, PE
859.258.3478

Steven Bourne, AICP
Holly Boggess, AICP
270.887.4285

Dates: 2007-2009
2005-2014
2011-2015

9th and Campbell Streetscape Project Hopkinsville, KY

The project area includes the corridor of South Campbell Street between the Downtown Gateway of 9th Street and extends to 18th Street eliminating on street parking with the addition of a bike lane.

The scope of services includes investigation of existing physical conditions, current and proposed planning efforts, design development and review of several alternatives, schematic design, refining a Master Plan, developing a phasing strategy with cost estimates and review of funding opportunities.



PROJECT APPROACH

LFUCG; Southland Drive Sidewalk Design; RFQ #49-2015

Introduction

The Southland Drive Commercial Shopping Area is known by locals as the first shopping area outside Downtown Lexington. The shopping area consisted of retail stores, restaurants, and miscellaneous stores that supported the surrounding residential area. As Lexington continued to grow and businesses moved toward the suburban areas, the Southland Drive corridor declined; but in recent years the redevelopment of shopping centers and local businesses--along with activities like the Southland Jamboree, Southland Street Fair, and Farmers Market--has begun rejuvenating the area.



Lexington-Fayette County Government (LFUCG) recently repaved Southland Drive and added bike lanes from Rosemont Garden to Nicholasville Road. This project was a top priority for the area residents and businesses so users could have dedicated multi-modal facilities that will improve safety when navigating Southland Drive.



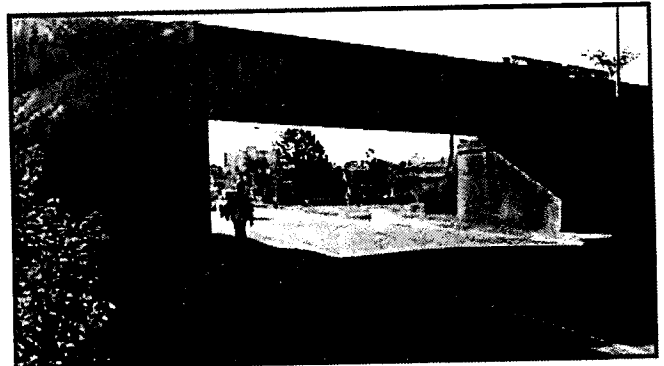
Team

Palmer Engineering has assembled a talented team of Engineers, Environmental Scientists, Landscape Architects, and Surveyors who have worked with LFUCG. The Palmer Team has a long history with the Southland Drive area--Southland Bike Lanes, former family business, and childhood homes. With deep roots in the Southland Drive area, the Palmer Team understands that building consensus with the property and business owners is essential for a successful project. The Palmer Team has developed a reputation for completing projects ahead of schedule and providing the same quality of plans regardless of the design fee.

Stephen Sewell, PE, PTOE, will serve as Palmer Engineering's Project Manager for the Southland Drive Sidewalk Project. Mr. Sewell has served as Project Manager for the LFUCG Indefinite Services Contract and recently completed the first work order assignment (Meadow Lane and New Circle Road). This assignment was completed in three months and is currently being constructed. Mr. Sewell was also project engineer for the design and reconstruction of the Chevy Chase (High Street / Fontaine / Tates Creek / Euclid Avenue) Intersection, which was recently constructed by LFUCG.

As Project Manager of the KYTC Statewide LPA Contract, Stephen has worked on many projects that varied in scope and funding source; thus, his understanding of developing plans for tightly budgeted projects is extensive and will be a valuable asset. The Pear Orchard Corridor Study in Hardin County, ECU sidewalk project in Madison County, and the US-31W sidewalk project in Barren County were multi-modal projects that have required innovative design, right-of-way acquisition, and public involvement.

Frank Pruitt, PE, will be assisting with design coordination and public involvement for the Southland Drive sidewalk project. He was the Project Manager and lead design engineer for the bike lanes along Southland Drive. As a childhood resident of the area



and with parents who previously owned a business along Southland Drive, he provides a unique understanding of the area. Mr. Pruitt has also worked on a variety of civil engineering projects throughout his 17-year career including roadway design, stormwater management, and utility coordination. Mr. Pruitt's experience includes conducting public meetings and coordinating with property owners. He has significant experience on numerous projects in Central Kentucky and for LFUCG.

Stephanie Blain, PE, LEED AP, will support Mr. Sewell with sidewalk design and also with Environmental Compliance tasks. As a lead design engineer on the New Circle Road widening and the Wolf Run Stormwater project, she prepared drainage calculations and access management coordination. She has worked

on numerous LFUCG projects for the Water Quality Division that involved stormwater and environmental aspects. She also served as project engineer for the recently completed KY Horse Park improvements that relocated roadways, extended the Legacy Trail, and corrected drainage issues.

Also assisting with sidewalk design and access management aspects will be *Kevin Damron, PE*. Mr. Damron recently retired from the KYTC Transportation Cabinet where he was Assistant State Highway Engineer and developed an innovative process that KYTC is using to expedite utility clearance. Mr. Damron also assisted with access management strategies that will improve corridor safety.



John Steinmetz, PE, has 33 years of experience in project design and management including transportation, stormwater management, and private development. He has an extensive background in transportation, stormwater management, and utility infrastructure in Central Kentucky and other areas. As a former resident of this area, he will assist with Public Involvement and business owner coordination.

Chris Blevins and **Lee Carolan, CES**, will lead the environmental document and permitting preparation. With minimal impacts to the stream at Rosemont Garden, the potential environmental concerns will likely be limited unless federal funds are involved. Lee Carolan is currently providing HAZ-MAT testing for a contractor on the Newtown Pike Extension project in Lexington and will lead any necessary studies. **Jayne Goddard**, a former State Historic Preservationist and Palmer's Senior Historic Preservation Specialist, is leading the historic mitigation efforts along Town Branch Trail (Phases 4 and 5).

Keith McDonald will provide right-of-way assistance for any parcels that require easement or fee simple right-of-way acquisition. Mr. McDonald was the director of right-of-way services for KYTC prior to starting work for Palmer in 2014. As the director at Palmer Engineering, he worked with an appraiser and title attorney to acquire the Gatton Way parcel for KYTC in fewer than 40 days. Mr. McDonald is also

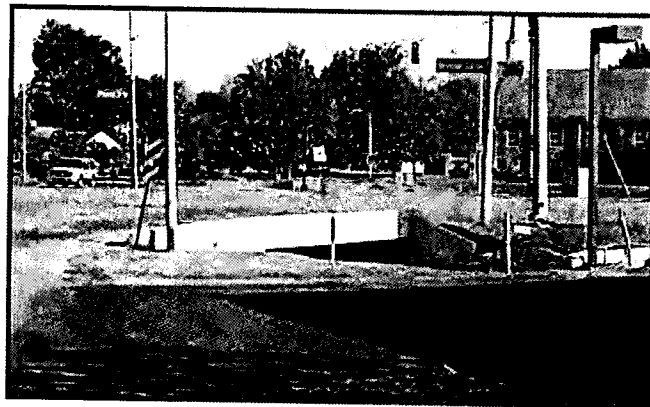
Palmer's Project Manager for the LFUCG Indefinite Services Right-of-Way Contract.

With title attorney **Bernard Lovely, Jr.** and appraiser **Will Berkley** committed to our team, right-of-way clearance can begin without any delays. With some parcels guaranteed to be impacted, the Palmer Team proposes to begin the appraisal and title work early so that acquisition can begin once impacts are finalized.

Other task leaders for this project include **Morgan Dye, RLA**, and **Liz Piper, RLA**, will lead the Landscape Architectural Services for the corridor. As the lead designers for the Chevy Chase Feasibility Study and also the Isaac Murphy Trailhead, they understand that the landscaping needs that will enhance the corridor and require minimal maintenance. **Kelly Whittington, PLS**, and **Greg Isaacs, PE**, will perform surveying activities and coordinate with utility companies to assure all locations are correctly shown on the plans.

Southland Drive Sidewalk

The Southland Drive corridor has a long history of providing Lexington with commercial and retail needs. The redevelopment along the corridor is a continuing sign of the vision the area has to recreate a flourishing environment. The area is in the process of getting a new hotel, health clinic, and several other businesses to complement the existing restaurants and commercial establishments.



The western end of Southland Drive has a large culvert that would possibly need to be extended to allow pedestrians to safely cross Southland Drive or Rosemont Garden. The Palmer Team has looked at an alternative solution that would provide a 4-foot sidewalk between the roadway and culvert headwall. This option would require the lane widths to be reduced at the intersection but would defer extending the culvert until it is replaced at the end of its useful life. These two options would be studied further in Phase 1.

Most of the existing sidewalks along the corridor currently need rehabilitation or widening to accommodate the increase in pedestrian traffic that can be expected. As part of the alternative concept, the Palmer Team will inventory these and develop a plan. As part of the project, it will likely be necessary to make

the sidewalk wider than 5 feet in the areas that have parking adjacent to the sidewalk because vehicles tend to hangover the sidewalk and reduce the effective width. This issue can be accommodated by widening the sidewalk to 8 feet to make sure that the 5 feet of usable sidewalk is provided or by installing stop blocks.



The drainage issues on Southland Drive are similar to those throughout Lexington. With ditches that have extremely flat grades and inadequate detention for the impervious pavement, flooding is a result. Although this project cannot solve all the drainage issues, it does offer the opportunity to improve existing conditions by providing properly sized pipes and improving the ditching.

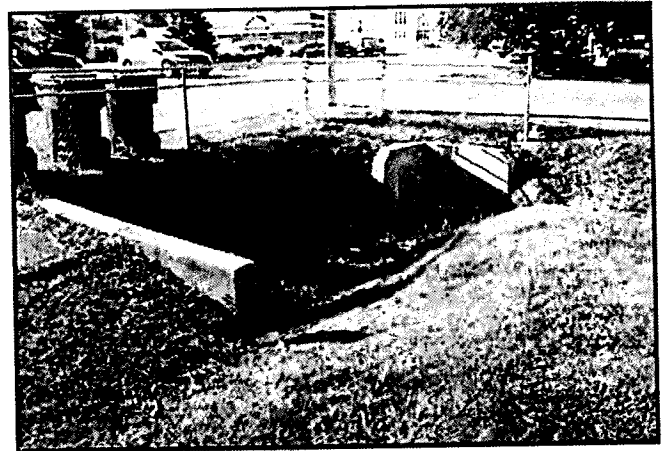
To improve the area near Hancock Fabrics, where a paved ditch and several large pipes come together, a linear rain garden could be added between the parking lot and roadway to allow infiltration of the runoff. The area would be landscaped with plants to filter the water



and improve water quality. By enclosing the area where numerous pipes converge a pedestrian hazard would be eliminated and the area aesthetics can be improved. This area would be designed with an overflow structure to assure flooding does not occur during large storm events.

The Palmer Team has extensive experience improving drainage along existing corridors similar to the Southland Drive corridor. The area near Milward Funeral Home has ditching that is extremely flat and

does not drain well; incorporating a landscape feature or piping the water along Southland Drive to the area behind the business would be analyzed. This area was very problematic during the bike lane construction.



Access management is a difficult task to quantify and convince business owners of the benefits. Several businesses along the corridor have wide driveways that provide for direct access to their parking spaces. During the preliminary design phase, alternative concepts will be developed for each of the impacted businesses, and revisions can be made based on the essentials for maintaining operations. Problematic areas west of the railroad bridge and near Rosemont Garden present opportunities for using a raised curb to provide landscape areas in front of the businesses.



As part of the Meadow Lane Project, the Palmer Team consolidated several access points near the signalized intersection. The consolidation improved the primary access for the business owners as well as drainage issues. The Chevy Chase Project required coordinating with the business owners to make them aware of the access modification. The Palmer Team also met with business owners along US-42 in Louisville and US-25 in London to develop an access management plan for these busy corridors.

Public Involvement

Public involvement has been a key component to implementation of projects regardless of the size. The Palmer Team recently completed the Town Branch Trail Stakeholder and Public Meeting. Using a similar approach on this project will create a sense of ownership

in the project for the property and business owners. The Chevy Chase Project involved meetings with the business owners to discuss improvement options and how to adjust those options to better serve their needs. This process was also used on the Clays Mill Road project.

The Southland Association already has an extensive member list of citizens and businesses interested in improving the area; the group has newsletters and a website that would support public involvement activities. We believe two public meetings should be anticipated for the Southland Drive Sidewalk Improvements:

- Public Meeting No. 1 will be held early in the design process and will be an *active listening meeting*. We will obtain input and feedback from users and stakeholders that can be used to advance design activities similar to the public involvement activities with the Chevy Chase and Town Branch projects.
- Additional Stakeholder Meetings may be held with citizens, businesses, and other stakeholders as follow-up measures to ensure a proper understanding of stakeholder input.
- Public Meeting No. 2 will be held later in the design process. The team will share with users proposed design features developed on the basis of stakeholder input from the first public meeting. Comments obtained from the second public meeting will further allow stakeholders and users to become an integral part of the decision-making processes for developing the corridor. A schedule of public and individual meetings will be coordinated with the LFUCG at the beginning of the project.



Schedule

The Palmer Team has the available capacity to design the project on a traditional schedule as well as having a plan to compress the proposed schedule. To expedite the schedule, the Palmer Team would use LIDAR data that would be verified and supplemented with ground-based survey in critical areas--such as edges of pavement, drainage ditches, culverts, and business entrances. This process will allow our team to proceed immediately with alternative development and environmental studies. The Project Manager recently completed the two-mile extension of Legacy Trail for KYTC and will complete the final plans for Town Branch

Trail within the next three or four months. He will be able to make Southland Drive Sidewalk project his next top priority project. He understands the importance of getting good estimates so that construction money can be acquired in the next budget session. The Palmer Team has proven abilities and available capacity. With only 25% of our combined staff committed over the next 12 months, we have ample resources to complete this project on a traditional or accelerated schedule.

DBE Plan

LFUCG has established a goal of 10% Minority-Owned (MBE) and Woman-Owned (WBE) Business Enterprises. Our Team includes two firms meeting these requirements:

- Element Design
- Magna, Inc.

Meaningful work will be assigned to each firm, and Palmer Engineering is committed to *at least 10-15% of the work being completed by Minority Owned (MBE) and Woman-Owned (WBE) Business Enterprises.*

Why Select Our Team?

We appreciate the Selection Committee's consideration of this proposal. We are excited at the prospect of working with LFUCG on this project and believe our team provides several unique and distinctive advantages including:

- *A history of developing innovative solutions to meet the needs of the project and also the public in Lexington and throughout Kentucky*
- *A reputation for being able to build consensus and convey to the general public the benefits of the project*
- *A history of the Southland Drive Area from early childhood to today*
- *Commitment for at least 10% of the work to be done by Minority-Owned (MBE) or Woman-Owned (WBE) Business Enterprises*
- *A balanced team to address all aspects of the project*
- *Excess capacity to complete the work within or ahead of the desired schedule*
- *A commitment that the majority of engineering will be done in Lexington and Fayette County*

We appreciate the opportunity to present our professional qualifications. With our selection, we are confident we can demonstrate the technical competence and capabilities to ensure another successful project with LFUCG.



AFFIDAVIT


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

1. His/her name is David Lindeman, PE, PLS and he/she is the individual submitting the proposal or is the authorized representative of Palmer Engineering, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

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

Further, Affiant sayeth naught.



STATE OF Kentucky _____

COUNTY OF Clark _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Lindeman, PE, PLS on this the 29th day of October, 2015.

My Commission expires: 11/11/2018

 #521045

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

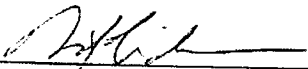
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Palmer Engineering

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Palmer Engineering

Date: 10 / 29 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	5	5								5	
Professionals	48	43	4					1		44	4
Superintendents	11	11								11	
Supervisors											
Foremen											
Technicians	23	19	4							19	4
Protective Service											
Para-Professionals											
Office/Clerical	8	1	7							1	7
Skilled Craft											
Service/Maintenance	2	1	1							1	1
Total:	97	80	16					1		81	16

Prepared by: Kim Warren, CPA - Chief Financial Officer

Name & Title

Firm Submitting Proposal: Palmer Engineering

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

Contact Name: David Lindeman Title: President and CEO

Telephone Number: 859-389-9293 Fax Number: 859-744-1266

Email address: dlindeman@palmernet.com



LFUCG MWDBE PARTICIPATION FORM
 Bid/RFQ/Quote Reference # 49-2015

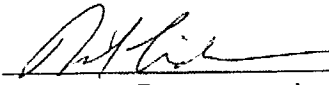
The MWDBE subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design Ramona Fry 400 Old Vine Street, Suite 206 Lexington, KY 40507 859-389-6533 ramona@element-site.com	Landscape Architecture and Visualizations		10%
2. Magna Engineering Michelle Howlett 861 Corporate Drive, Suite 210 Lexington, KY 40503 859-309-2990 mhowlett@magnaengineering.com	Lighting and Signal Design		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/RFQ/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Palmer Engineering
Company

10/29/2015
Date


Company Representative

President and CEO
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFQ/Quote # 49-2015

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.

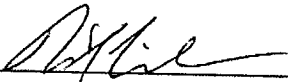
- _____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses 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.
- X 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.

Palmer Engineering
Company


Company Representative

10/29/2015
Date

President and CEO
Title

GENERAL PROVISIONS

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

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
2. Failure to submit ALL forms and information required in this RFQ 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 RFQ. 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 RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, 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 RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ 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.

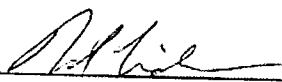
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according 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

10/29/2015

Date

AFFIRMATIVE ACTION

POLICY STATEMENT

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



David Lindeman, President

January 2, 2015

January 2, 1986
Revised/Updated January 2, 2014

PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN


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

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

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

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

PALMER ENGINEERING COMPANY



David Lindeman, President

January 2, 1979
Revised January 2, 2015

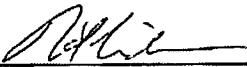
NOTICE

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

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

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

PALMER ENGINEERING COMPANY



David Lindeman, President

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Palmer Engineering Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained on 1/1/10 by the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 747

6 City, state, and ZIP code
Winchester, KY 40392-0747

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number										
			-				-			

OR

Employer identification number										
6	1	-	0	6	7	9	0	1	2	

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *[Signature]* Date ▶ *1/2/15*

General Instructions

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

Purpose of Form

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

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

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

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

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

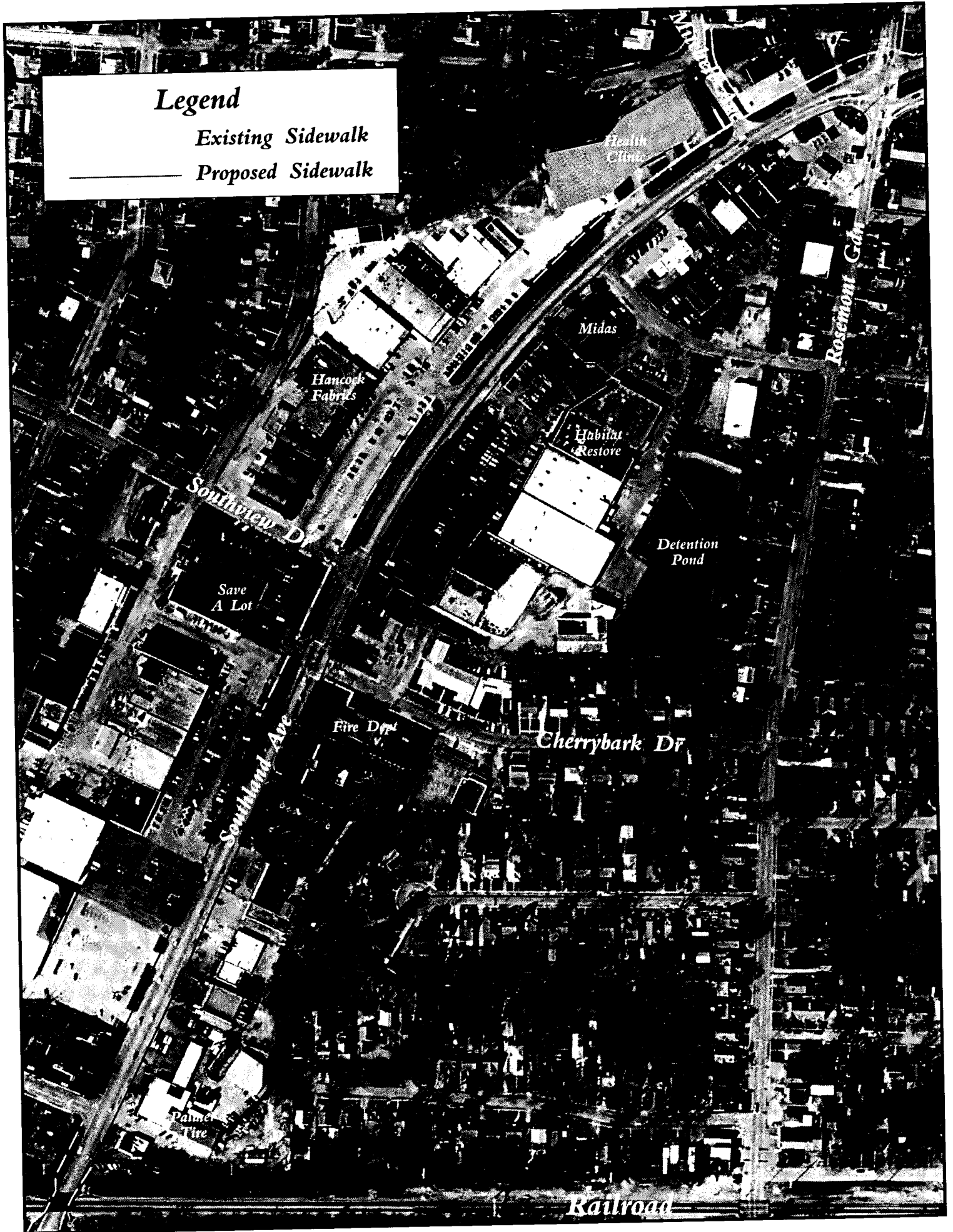
By signing the filed-out form, you:

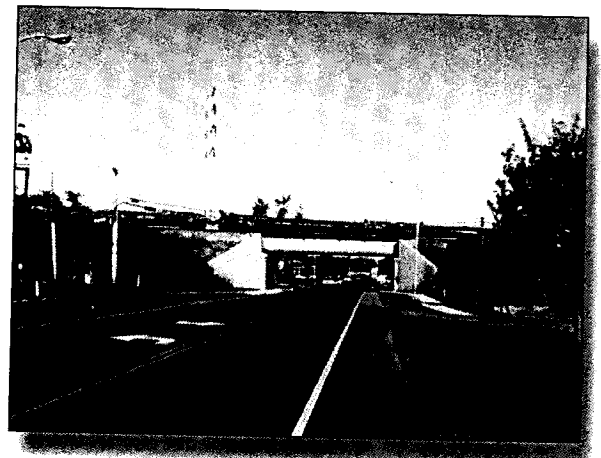
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable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

Legend

Existing Sidewalk

Proposed Sidewalk





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

EXHIBIT D

**FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED
MATTERS**

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Description of Services

The consultant will provide all design and engineering services necessary for the construction of for approximately 1.1 miles of sidewalks along both sides of Southland Drive from its intersection with Nicholasville Rd to its intersection with Rosemont Garden, including connections to adjacent sidewalks where applicable. The scope of work includes:

- Public Engagement
- Analysis of Sidewalk Configuration
- Analysis of Stormwater Management Options
- Field Survey
- Detailed Cost Estimates
- Rights-of-Way and Easements (where applicable)
- Plans, Specs, and Bid Documents

These services are described in Exhibit A, Exhibit C, supplemented by this exhibit.

Projects Phases and Fees

Summary of project phases and fees.

Phase No	Phase Name	Lump Sum Cost
1	Survey	\$38,530
2	Public Engagement	\$0
3	Conceptual Plans	\$54,720
4	Right-of-Way Plans	\$0
5	Final Plans	\$111,350
	Total	\$204,600

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

Detailed project phases, tasks, and fees.

Phase No	Phase Name	Task	Units	Unit Type	Price	Total
1	Survey	Field Reconnaissance	1	Lump Sum	\$5,010	\$5,010
1	Survey	Establish Control	1	Lump Sum	\$8,930	\$8,930
1	Survey	Field Surveys	1	Lump Sum	\$18,170	\$18,170
1	Survey	Utility Coordination	1	Lump Sum	\$2,870	\$2,870
1	Survey	Process Data	1	Lump Sum	\$3,550	\$3,550
2	Public Engagement	Conceptual Plan Review	0	Hourly	\$150	\$0
2	Public Engagement	Final Plan Review	0	Hourly	\$150	\$0
2	Public Engagement	Project Team Meetings	0	Hourly	\$150	\$0
2	Public Engagement	Public Meetings	0	Hourly	\$150	\$0
2	Public Engagement	Stakeholder Meetings	0	Hourly	\$150	\$0
2	Public Engagement	Property Owner Meetings	0	Hourly	\$150	\$0
3	Conceptual Plan Development	Establish Property	1	Lump Sum	\$4,080	\$4,080
3	Conceptual Plan Development	Develop Typical Sections	1	Lump Sum	\$1,050	\$1,050
3	Conceptual Plan Development	Develop Alignments And Models	1	Lump Sum	\$29,420	\$29,420
3	Conceptual Plan Development	Preliminary Drainage	1	Lump Sum	\$11,140	\$11,140
3	Conceptual Plan Development	Develop Cost Estimates	1	Lump Sum	\$2,750	\$2,750
3	Conceptual Plan Development	Proposed Right Of Way Areas	1	Lump Sum	\$3,930	\$3,930
3	Conceptual Plan Development	Utility Impact Calculations	1	Lump Sum	\$2,350	\$2,350
4	Right of Way Plans	Easement Negotiation	0	Hourly	\$120	\$0
4	Right of Way Plans	Develop Easement Descriptions	0	Each	\$400	\$0
4	Right of Way Plans	Develop ROW plats	0	Each	\$500	\$0
5	Final Plans	Refine Alignments	1	Lump Sum	\$5,300	\$5,300
5	Final Plans	Develop Typical Section	1	Lump Sum	\$1,050	\$1,050
5	Final Plans	Develop Roadway Mode	1	Lump Sum	\$27,800	\$27,800

EXHIBIT D

FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS

5	Final Plans	Develop Plan Sheets	1	Lump Sum	\$10,300	\$10,300
5	Final Plans	Develop Profile Sheets	1	Lump Sum	\$4,700	\$4,700
5	Final Plans	Develop Cross Sections	1	Lump Sum	\$7,600	\$7,600
5	Final Plans	Entrance Design/Access	1	Lump Sum	\$3,900	\$3,900
5	Final Plans	Pipe Section	1	Lump Sum	\$7,500	\$7,500
5	Final Plans	Drainage Analysis	1	Lump Sum	\$18,100	\$18,100
5	Final Plans	Roadway Ditches	1	Lump Sum	\$1,900	\$1,900
5	Final Plans	Erosion Control	1	Lump Sum	\$5,100	\$5,100
5	Final Plans	Coordinate Control Sheet	1	Lump Sum	\$2,300	\$2,300
5	Final Plans	Summary Sheets	1	Lump Sum	\$5,100	\$5,100
5	Final Plans	Cost Estimates	1	Lump Sum	\$2,900	\$2,900
5	Final Plans	Plan Revisions	1	Lump Sum	\$5,100	\$5,100
5	Final Plans	Prepare Final Submittal	1	Lump Sum	\$2,700	\$2,700

Unit Prices

Unit prices for anticipated and extra work as required. Prior approval of LFUCG required.

Phase Name	Work	Price	Unit
Right of Ways Plans	Develop ROW plats	\$500	Each
Right of Ways Plans	Develop Easement Descriptions	\$400	Each

Hourly Rates

Hourly Rates for anticipated and extra work by phase and task. LFUCG billed actual cost on ¼ hour basis.

Phase Name	Task	Hourly Rate
Public Engagement	Conceptual Plan Review	\$150
Public Engagement	Final Plan Review	\$150

EXHIBIT D**FURTHER DESCRIPTION OF BASIC PROFESSIONAL SERVICE AND RELATED MATTERS**

Public Engagement	Project Team Meetings	\$150
Public Engagement	Public Meetings	\$150
Public Engagement	Stakeholder Meetings	\$150
Public Engagement	Property Owner Meetings	\$150
Right of Way Plans	Easement Negotiation	\$125

Hourly rates for extra work as required by position. Prior approval of LFUCG required. LFUCG billed actual cost on ¼ hour basis.

Category	Palmer	Banks	Element
Project Manager	\$175	n/a	n/a
Engineer	\$150	\$155	n/a
CADD	\$100	\$90	n/a
Survey	\$110	\$140	n/a
Principal Landscape Architect	n/a	n/a	\$125
Project Landscape Architect	n/a	n/a	\$100

Project Schedule

Schedule is based on a notice to proceed provided to the consultant(s) by LFUCG for each phase.

Phase No	Phase Name	Days
1	Survey	20
2	Public Engagement	-
3	Conceptual Plans	70
4	Right-of-Way Plans	-
5	Final Plans	150
	Total	240