



**CITY COMMISSION MEETING
AGENDA FOR MARCH 8, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET**

*Any member of the public who wishes to make comments to the Board of Commissioners is asked to fill out a Public Comment Sheet and place it in the box located at the end of the Commissioner's desk on the left side of the Commission Chambers. The Mayor will call on you to speak during the **Public Comments** section of the Agenda.*

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

NEW EMPLOYEE INTRODUCTIONS Parks Department: Emelyn Herndon, Nathan Hardie, Khalil White and Phillip Pruitt

MAYOR PRO TEM REMARKS

Items on the Consent Agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Consent Agenda and considered separately. The City Clerk will read the items recommended for approval.

	I.	<u>CONSENT AGENDA</u>
	A.	Approve Minutes for February 4th, 5th and 22nd, 2022
	B.	Receive & File Documents
	C.	Appointment of Kerry Fulcher to the Building, Electrical Fire Codes Appeals Board
	D.	Personnel Actions
	E.	Approve Lease Amendment with AT&T - B LAIRD
	F.	KDLA Local Records Program Grant Application in an amount of \$46,000 for the Paducah Fire Department - Prevention Division - G CHERRY
	G.	Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's CenterPoint Recovery Center - H REASONS

		H.	Application and Acceptance of the 2022-23 Kentucky Household Hazardous Waste Grant in an amount of \$37,120 - C YARBER
		I.	Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the City of Mayfield, Kentucky - C YARBER
	II.	<u>MUNICIPAL ORDER(S)</u>	
		A.	Acquisition of Right of Way and Permanent Public Utility and Drainage Easement for Property located at 5403 Buckner Lane for the Buckner Lane Bridge Replacement Project - R MURPHY
		B.	Acquisition of Permanent Right of Way for property located at 5256 Buckner Lake Circle for the Buckner Lane Bridge Replacement Project - R MURPHY
	III.	<u>ORDINANCE(S) - INTRODUCTION</u>	
		A.	BUILD Grant Contract for Professional Services with HDR, Inc. for \$2,039,500 - R MURPHY
		B.	Consensual annexation of 185 Lion's Den Lane - J SOMMER
	IV.	<u>COMMENTS</u>	
		A.	Comments from the City Manager
		B.	Comments from the Board of Commissioners
		C.	Comments from the Audience
	V.	<u>EXECUTIVE SESSION</u>	

February 4, 2022

At a Called Meeting of the Paducah Board of Commissioners held on Friday, February 4, 2022, at 12:15 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson, Mayor Bray (5).

COMMISSION PRIORITIES DISCUSSION

MAYOR BRAY OPENING REMARKS

Mayor Bray gave opening remarks about the importance of Commission Priority setting meetings. He thanked the Leadership team for being involved and coming during inclement weather.

CITY MANAGER JORDAN OPENING REMARKS

City Manager thanked the Commission and the Leadership Team for coming out and preparing for the meeting. He gave an overview of the day's agenda. He asked the Leadership Team to keep presentations to 10 minutes and leave 5 minutes for questions from the Commission.

2021 COMMISSION PRIORITIES SUCCESSES & LESSONS

Assistant City Manager Michelle Smolen talked about the importance of setting priorities for the Board, the Leadership Team and the community as a whole. She handed out a Commission Priorities Recap. A copy of the handout is in the minute file. The following Priorities were highlighted:

- **Partnership with the County**
 - Barkley Regional Airport – Interlocal Agreement
 - Outdoor Sports Complex – Memorandum of Understanding
 - 911 Communications – Memorandum of Understanding
- **Community Engagement**
 - Communication Enhancement
 - Southside Town Halls & Rise and Shine Program
 - Diversity Panel
- **Capital Projects Advancement**
 - Stormwater Projects
 - Southside Infrastructure
 - Civic Center Renovation
- **Growth**
 - Remote Workers Incentive
 - Downtown Activities
- **Lessons Learned**
 - Housing
 - Minority Inclusion
 - Fire Station 4
 - Southside
 - City Facilities

LEADERSHIP TEAM PRESENTATIONS – TOP TWO PRIORITIES

PUBLIC WORKS

Public Works Director Chris Yarber discussed Solid Waste Service Enhancement and Community Beautification.

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POLICE DEPARTMENT

Police Chief Brian Laird discussed a New Police Facility and Recruitment/Retention of Employees.

PLANNING

Planning Director Nicholas Hutchison provided a handout which is included in the Minute File. He spoke about Strategic Growth and Southside Initiatives.

PARKS

Parks Director Amie Clark provided a handout which is included in the Minute File. She spoke about Oak Grove Cemetery and the Sports Park Development.

HUMAN RESOURCES

Human Resources Director Stephanie Suazo spoke about City Wide Diversity, Equity and Inclusion Initiatives and Developing a Best in Class Workplace Culture.

FIRE DEPARTMENT

Fire Chief Steve Kyle provided a handout which is included in the Minute file. He spoke about Fire Department Staffing, Fire Facilities and 911 Radio System Infrastructure.

FINANCE

Finance Director Jon Perkins spoke about allocation of bond proceeds, 911 capital and radio system needs, and the refinement of existing Munis programs.

ENGINEERING

Engineering Director Rick Murphy provided a handout which is included in the Minute file. He spoke about stormwater and other active projects.

CLERK/CX

City Clerk and Director of Customer Experience Lindsay Parish spoke about the 2023 Recodification, Special Event Permitting and the 311 App and Online Portal.

COMMUNICATIONS

Communications Director Pam Spencer spoke about updating software and theme for the City's Website and promoting the commission priorities, City projects and City services.

COMMISSION COMMENTS & QUESTIONS

Commissioner Guess asked questions about Electrical Permits.

Commissioner Wilson spoke about the need for more public art in Lower Town and Downtown. She also commented on the Outdoor Sports Park.

Mayor Bray discussed Cemetery Operations, the ongoing Planning Department projects and concerns about Stormwater.

ADJOURN

Commissioner Henderson offered motion, seconded by Commissioner Wilson, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray
(5)

February 4, 2022

TIME ADJOURNED: Approximately 3:59 pm.

ADOPTED: March 8, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 5, 2022

At a Called Meeting of the Paducah Board of Commissioners held on Saturday, February 5, 2022, at 9:00 a.m., in the Training Room of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Guess, Henderson, Wilson, Mayor Bray (5).

COMMISSION PRIORITIES DISCUSSION

Assistant City Manager Michelle Smolen handed out a list of Ongoing Priorities and New Priorities based on information that the Commission had submitted from the Commission. A copy of the handout is in the minute file.

The Commission selected the following ten (10) Commission Priorities for calendar year 2022:

SOUTHSIDE ENHANCEMENTS

The Commission would like to focus on residential and commercial development in the Walter Jetton area of Paducah. The Commission wants to support the Southside steering Committee in their efforts to guide policy and incentives decisions.

HOUSING

The Commission wants to focus on developing a map highlighting property available for development and define housing needs at all price levels. The Commission discussed building partnerships with potential housing developers and evaluating current infill incentives and make recommendations to better meet the City's goals.

RADIO/TOWER UPGRADES AND OPERATIONAL FUNDING

The Commission wishes to support the 911 Communication Oversight Committee in their efforts to recommend governance structure, capital improvements and a sustainable revenue source for both capital and operations

MINORITY INCLUSION

The Commission discussed keeping Minority Inclusion as a priority and to focus on Team Paducah being representative of the community's demographics at all levels of the organization.

DOWNTOWN

The Commission wants to focus on Downtown by supporting the downtown merchants and the City Block development. The Commission discussed fostering increased engagement with downtown merchants and unlocking their talents to support Downtown. The Commission would like to explore expanding the recruitment of business to the central business district through the use of incentives.

GROWTH

The Commission discussed utilizing multiple strategies to grow Paducah including, but not limited to collaboration with McCracken County, promotion of community assets, recruitment of new businesses, continuation of the Remote Workers Incentive, and revision of the Comprehensive Plan.

BEAUTIFICATION

The Commission discussed the beautification of Paducah which includes recycling, brush pick-up, utilizing the 311 app, Downtown beautification, Code Enforcement, and

February 5, 2022

communication with Citizens to support beautifying Paducah. The Commission discussed utilizing Town Halls to gain feedback from the populace on this topic.

TRAIL & BIKE PATH ENHANCEMENTS

The Commission discussed the need to determine the next phase of the Greenway Trail and begin the planning process. This will include exploring and obtaining grants and revisiting the bike plan for implementation opportunities.

SERVICE AND OPERATIONAL ENHANCEMENTS

The Commission discussed utilizing data to achieve process improvements. This will include a review of the construction development process, evaluating staffing levels and education on the existing processes.

PROTECTING KEY HISTORICAL AND CULTURAL RESOURCES

The Commission discussed the need to collaborate with community partners to support and invest in the historical and cultural resources of Paducah which may include the Civic Center, Stuart Nelson Park, the Columbia Theater and the Hotel Metropolitan.

CONTINUOUS IMPROVEMENT & ADDITIONAL DISCUSSION TOPICS

- The Commission discussed moving the Stormwater priority to Continuous improvement.
- The Commission would like to see more pickleball courts.
- The Commission discussed using some of the ARPA funding toward grants for local organizations.
- Commissioner Henderson would like the City to research partnerships with local organizations for supporting Mental Health Awareness.

ADJOURN

Commissioner Guess offered motion, seconded by Commissioner Henderson, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Guess, Henderson, Wilson and Mayor Bray (5)

TIME ADJOURNED: Approximately 1:00 pm.

ADOPTED: March 8, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

February 22, 2022

At a Regular Meeting of the Paducah Board of Commissioners held on Tuesday, February 22, 2022, at 5:00 p.m., in the Commission Chambers of City Hall located at 300 South 5th Street, Mayor George Bray presided. Upon call of the roll by the City Clerk, the following answered to their names: Commissioners Gault, Henderson, Wilson, Mayor Bray (4). Commissioner Guess was unable to attend.

INVOCATION

Commissioner Wilson led the invocation.

PLEDGE OF ALLEGIANCE

Mayor Bray led the pledge.

MAYOR'S REMARKS

Communications Manager, Pam Spencer, offered the following summary regarding City Block Project Announcement:

“Calling this a project that will transform downtown, Mayor Bray opened the meeting with the exciting news shared today about the City Block project. This project will revitalize the block of downtown Paducah bounded by Second Street, Broadway, Water Street, and Jefferson. The developer, Weyland Ventures, has received from Paducah Bank a commitment of the financing portion of the Paducah Downtown Boutique Hotel which will be along Jefferson Street. Plus, the City and Weyland Ventures have completed the requirements outlined in the development agreement signed by both parties in 2020. A groundbreaking ceremony will be planned for this spring with the construction to begin as well.

The first phase of the City Block project includes

- Expanded public gathering locations at Second and Broadway and Water Street;
- New linear public promenades and green space along both Second and Water streets;
- More than 150 public parking spaces; and
- An 81-room boutique hotel along Jefferson with a restaurant and roof-top bar.

The second phase will include the construction of a mixed-use building on Broadway with storefronts on the main level and upper-story living.”

CONSENT AGENDA

Mayor Bray asked if the Board wanted any items on the Consent Agenda removed for separate consideration. Mayor Bray asked the City Clerk to read the items on the Consent Agenda.

I(A)	Approve Minutes for the February 8, 2022, Paducah Board of Commissioners Meeting
I(B)	RECEIVE AND FILE DOCUMENTS: <u>Minute File:</u> 1. Notice of Special Called Meeting of the Board of Commissioners – February 4, 2022 and February 5, 2022 2. Amended Notice of Special Called Meeting of the Board of Commissioners – February 5, 2022

February 22, 2022

	<u>Deed File:</u> 1. Deed of Conveyance – City of Paducah to Elnora J. Stevenson – 1126 Park Avenue – MO #2529 <u>Contract File:</u> 1. Kentucky Infrastructure Authority First Supplemental Assistance Agreement – MO #2530 2. Transcript of Proceedings - Kentucky Infrastructure Authority First Supplemental Assistance Agreement – MO #2530
I(C)	Appointment of Gayle Kaler to the Board of Ethics to replace Sarah Holland, whose term has expired. Said term shall expire February 10, 2025.
I(D)	Reappointment of William T. Clayton and Appointment of Charles “Chip” Bohle to replace Heather Pierce, whose term has expired, to the Commissioners of Water Works. Said terms shall expire January 6, 2026.
I(E)	Appointment of Tim Meadows to the Code Enforcement (Nuisance) Board to replace Carol Young, whose term has expired. Said term shall expire February 26, 2025.
I(F)	Personnel Actions

Commissioner Gault offered Motion, seconded by Commissioner Henderson that the items on the consent agenda be adopted as presented.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

ORDINANCE ADOPTION

PADUCAH WATER SURPLUS PROPERTY SALE – 6071 CLINTON ROAD

Commissioner Henderson offered Motion, seconded by Commissioner Wilson, that the Board adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE SALE AND TRANSFER OF MUNICIPALLY OWNED SURPLUS REAL PROPERTY HELD FOR THE BENEFIT OF PADUCAH WATER, LOCATED AT 6071 CLINTON ROAD, PADUCAH, MCCracken COUNTY, KENTUCKY; AND AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE.” This ordinance is summarized as follows: This ordinance declares the property located at 6071 Clinton Road, Paducah, Kentucky, to be *surplus property* as it relates to the operations of Paducah Water and authorizes Paducah Water to dispose of the Property by public auction. Further, the Mayor of the City of Paducah, Kentucky, is authorized to execute and deliver a deed to the Property to the successful bidder and all other documentation necessary to effectuate the sale and transfer. All monies shall be received by the City for the benefit of Paducah Water.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

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PADUCAH WATER SURPLUS PROPERTY SALE – 158 LOVELACEVILLE-FLORENCE STATION ROAD

Commissioner Wilson offered Motion, seconded by Commissioner Henderson, that the Board adopt an Ordinance entitled, “AN ORDINANCE APPROVING THE SALE AND TRANSFER OF MUNICIPALLY OWNED SURPLUS REAL PROPERTY HELD FOR THE BENEFIT OF PADUCAH WATER, LOCATED AT 158 LOVELACEVILLE FLORENCE STATION ROAD, PADUCAH, MCCracken COUNTY, KENTUCKY; AND AUTHORIZING THE EXECUTION OF A DEED OF CONVEYANCE.” This ordinance is summarized as follows: This ordinance declares the property located at 158 Lovelaceville-Florence Station Road, Paducah, Kentucky, to be *surplus property* as it relates to the operations of Paducah Water and authorizes Paducah Water to dispose of the Property by public auction. Further, the Mayor of the City of Paducah, Kentucky, is authorized to execute and deliver a deed to the Property to the successful bidder and all other documentation necessary to effectuate the sale and transfer. All monies shall be received by the City for the benefit of Paducah Water.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

AMEND CODE OF ORDINANCES SECTION 2-211 REGARDING CITY DEPARTMENTS

Commissioner Gault offered Motion, seconded by Commissioner Henderson, that the Board adopt an Ordinance entitled, “AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V “DEPARTMENTS”, SECTION 2-211 “ESTABLISHMENT”, OF THE CODE OF ORDINANCES OF THE CITY OF PADUCAH, KENTUCKY.” This Ordinance is summarized as follows: This Ordinance is being amended to rename the Information Technology Department as the Technology Department.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

COMMENTS

Commissioner Gault: Mentioned an incident recently regarding a service dog at a restaurant. She thinks that we might hold some type of seminar for business owners to explain Federal guidelines regarding service dogs. The Mayor suggested that maybe Pam send out some guidelines. It was also mentioned that the Health Department might get involved.

EXECUTIVE SESSION

Commissioner Gault offered motion, seconded by Commissioner Henderson, that the Board of Commissioners go into closed session for discussion of matters pertaining to the following topics:

- Future sale or acquisition of a specific parcel(s) of real estate, as permitted by KRS 61.810(1)(b)
- Discussions of proposed or pending litigation against or on behalf of the public agency KRS 61.810(1)(c)
- Issues which might lead to the appointment, dismissal or disciplining of an employee, as permitted by KRS 61.810(1)(f)

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

February 22, 2022

RECONVENE IN OPEN SESSION

Commissioner Wilson offered motion, seconded by Commissioner Henderson, that the Paducah Board of Commissioners reconvene in open session.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4).

ADJOURN

Commissioner Wilson offered motion, seconded by Commissioner Henderson, to adjourn the meeting of the Paducah Board of Commissioners.

Adopted on call of the roll yeas, Commissioners Gault, Henderson, Wilson and Mayor Bray (4)

TIME ADJOURNED: Approximately 6:23 pm.

ADOPTED: March 8, 2022

George P. Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

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RECEIVE AND FILE DOCUMENTS:

Minute File:

1. 02-22-2022 – Letter from Nicholas Hutchison, Director of Planning, to Barry Alberts (Weyland Ventures) Re: City Block Commitments Completion Letter

Deed File:

1. Deed of Conveyance – City of Paducah to Tryton Properties, LLC 1011 Broadway, MO #2506

Contract File:

1. Lease Extension Agreement – with W. C. Young Community Center MO #2544

Financials File:

1. Financial Highlights – Paducah Water Works – Month ended January 31, 2022

CITY OF PADUCAH
March 8, 2022

Upon the recommendation of the City Manager's Office, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

Michelle Smolen

City Manager's Office Signature

3/3/2022

Date

**CITY OF PADUCAH
PERSONNEL ACTIONS
March 8, 2022**

NEW HIRES - FULL-TIME (F/T)						
<u>PUBLIC WORKS</u>	<u>POSITION</u>	<u>RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Pettigrew, Shunda L.	Janitor/Collector	\$16.07/hr	NCS	Non-Ex	March 10, 2022	
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS</u>						
<u>ENGINEERING</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Nuckolls, Amy	Sr. Administrative Assistant \$21.88/hr	Sr. Administrative Assistant \$22.54/hr	NCS	Non-Ex	February 24, 2022	
Riley, Keith	Floodwall Superintendent \$33.23/hr	Floodwall Superintendent \$34.23/hr	NCS	Ex	February 24, 2022	
Topper-Curtis, Brandy	Engineering Technician. III \$37.34/hr	Engineering Technician. III \$38.46/hr	NCS	Ex	February 24, 2022	
Townsend, Melanie P.	Engineering Project Manager \$32.21/hr	Engineering Project Manager \$33.18/hr	NCS	Ex	February 24, 2022	
Shelby, Shane	Engineering Technician \$25.38/hr	Engineering Technician \$26.14/hr	NCS	Ex	February 24, 2022	
<u>POLICE</u>						
Santel, Cody J.	Patrolman \$26.67/hr	Sergeant \$30.39/hr	NCS	Non-Ex	April 7, 2022	
<u>PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS (PART-TIME)</u>						
<u>PARKS AND RECREATION</u>	<u>PREVIOUS POSITION AND BASE RATE OF PAY</u>	<u>CURRENT POSITION AND BASE RATE OF PAY</u>	<u>NCS/CS</u>	<u>FLSA</u>	<u>EFFECTIVE DATE</u>	
Atkins, Rebecca S.	Recreation Leader - Athletics \$11.00/hr	Recreation Leader - Athletics \$11.20/hr	NCS	Non-Ex	March 10, 2022	

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Approve Lease Amendment with AT&T - **B LAIRD**

Category: Municipal Order

Staff Work By: Brian Laird, Justin Crowell

Presentation By: Brian Laird

Background Information: The City and AT&T have an existing lease agreement, established in 2001, permitting AT&T to place cellular equipment on the City-owned tower at 510 Clark Street for a monthly fee. Additionally, the lease allows for an equipment shelter in the City-owned gravel lot next to the 911 Center. There have been four (4) amendments to the lease since 2001 and AT&T has requested a fifth (5th) amendment to add a generator next to their existing equipment shelter. This amendment allows for the placement of the generator and increases the amount of leased space by 80 square feet. In consideration of the additional square footage, AT&T has agreed to a monthly rent increase of ten percent (10%), which equals \$229.19 per month. This increase will bring the monthly lease payment received by the City to \$2,521.04.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve amendment and authorize the Mayor to execute associated documents.

Attachments:

1. Lease 5th AMD Generator March 2022
2. MO - Lease Amendment - ATT 2022

Market: Tennessee/Kentucky
Cell Site Number: EV3125
Cell Site Name: PADUCAH DOWNTOWN RELO
Fixed Asset Number: 10019949

FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between **City of Paducah** having a mailing address of 510 Clark Street, Paducah, KY 42003 (“**Lessor**”) and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, successor in interest to Bellsouth Mobility LLC (“**Lessee**”).

WHEREAS, Lessor and Lessee (or their predecessors-in-interest) are parties to the certain Tower Option and Lease Agreement dated October 15, 2001, as amended by Amendment to Tower Option and Lease agreement dated November 12, 2001, as amended by Second Amendment to Tower Option and Lease Agreement dated September, 24, 2013, as amended by Third Amendment to Tower Option and Lease Agreement dated 5/20/2015, as amended by Fourth Amendment to Tower Option and Lease Agreement dated 2/12/2016 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain premises ("**Premises**"), therein described, that are a portion of the property ("**Property**") located at 510 Clark Street, Paducah, KY: and

WHEREAS, Lessor and Lessee desire to amend the Agreement to increase the size of the Premises pursuant to the terms and conditions as set forth herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. New Premises Area.** Lessor agrees to increase the size of the Premises leased to Lessee by 5’x16’ to accommodate Lessee’s needs. Total lease area changing from 800 sq. ft. to 880 sq. ft. Upon the execution of this Amendment, Lessor leases to Lessee the additional premises described on attached Exhibit B (“New Premises Area”). Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B. The Premises under the Agreement prior to this Amendment shall be referred as the “Premises” (collectively the Premises and the New Premises Area shall be referred to as the “Combined Premises”).

2. **Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Lessee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time with prior approval from Lessor which will not be unreasonably withheld.
3. **Rent.** Licensor and Licensee agree that pursuant to the fee rate set forth in Section 2 of Agreement, License shall increase by two hundred twenty-nine and 19/100 dollars (\$229.19) per month, effective the first of the month following the commencement of construction and shall be subject to the same escalation 10% per Renewal Term as set forth in the Section 4 of the Agreement.
4. **Use.** Lessee shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Lessor not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Lessor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Lessee's permitting and/or installation of a generator within the New Premises Area. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain any government approvals for Lessee's use of the New Premises Area under this Agreement and agrees, at Lessee's request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Lessee may only use the generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Lessor upon one hundred twenty (120) days' notice. The rent increase set forth in Section 4 shall not take effect or shall be cancelled, as applicable, following any such termination. Before termination of the Amendment and/or lease, Lessee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee's operations at the New Premises Area shall be deemed abandoned, which Lessor may remove at Lessee's cost. Lessee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
6. **Notices.** Paragraph 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly

sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: City of Paducah
510 Clark Street
Paducah, KY, 42002

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # EV3125
Fixed Asset #: 10019949
Lenox Park Blvd NE 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # EV3125
Cell Site Name: Paducah DT Relo
Fixed Asset #: 10019949
AT&T Legal Department – Network
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Lease Agreement, any existing Amendments to the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment to Tower Option and Lease Agreement on the dates set forth below.

LESSOR:

City of Paducah

LESSEE:

New Cingular Wireless PCS, LLC, a
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name:
Date:

By: _____
Print Name:
Its:
Date:

LICENSEE ACKNOWLEDGMENT

STATE OF KENTUCKY)
) SS:
COUNTY OF MCCRACKEN)

On the____day of____, 2022 before me personally appeared_____, and
acknowledged under oath that he/she is the_____of AT&T Mobility
Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company
named in the attached instrument, and as such was authorized to execute this instrument on
behalf of Licensee.

Notary Public:_____
My Commission Expires:_____

LICENSOR ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

On the____day of____, 2022 before me personally appeared_____, and
acknowledged under oath that he/she is the_____of the City of Paducah, the legal
entity named in the attached instrument, and as such was authorized to execute this instrument
on behalf of Licensor.

Notary Public:_____
My Commission Expires:_____

EXHIBIT B

DESCRIPTION OF NEW PREMISES AREA

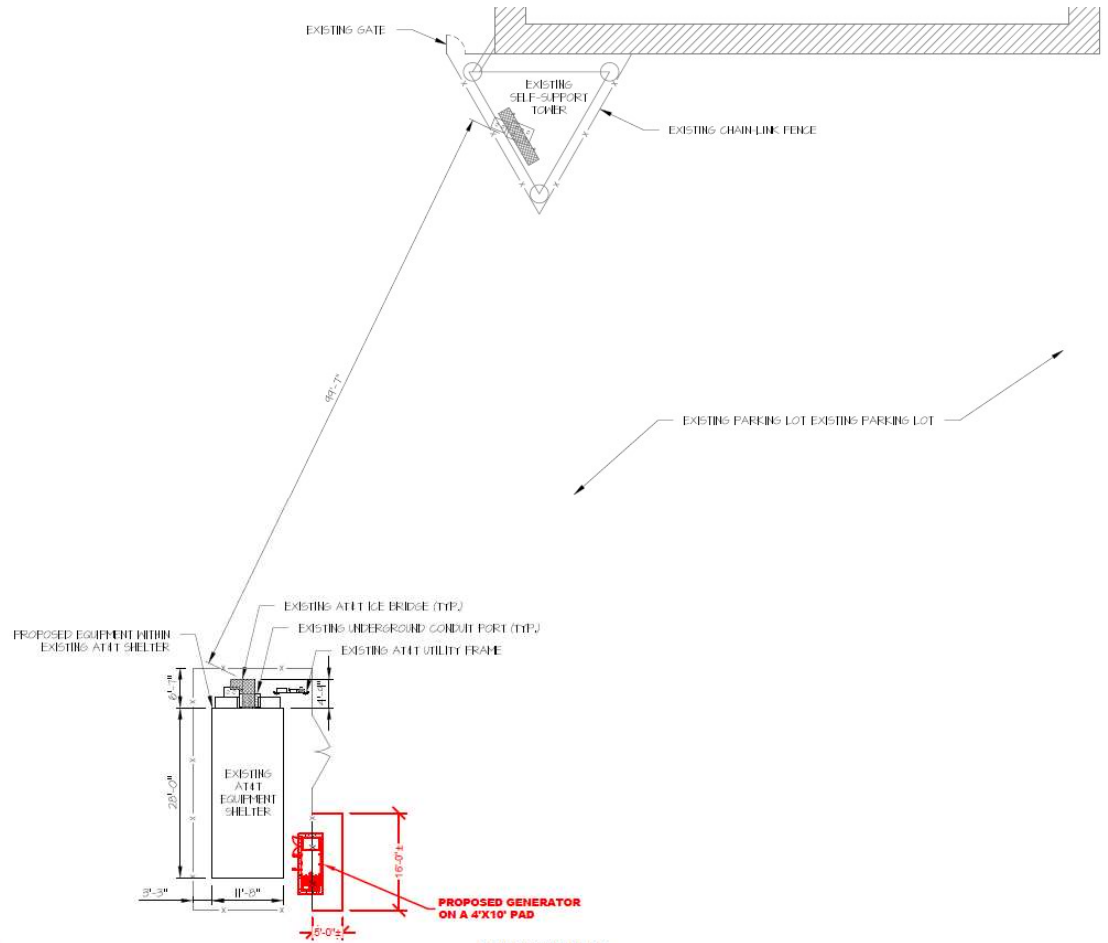
Page 1 of 2

Fifth Amendment to Tower Option and Lease Agreement by and between City of Paducah as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The New Premises Area is described and/or depicted as follows:

Commonly known as: a portion of the property located at 510 Clark Street, Paducah, KY 42003, County of McCracken, State of Kentucky

Attached Sketch of New Premises Area for AT&T Generator Upgrade



COMPOUND PLAN
11"x17" SCALE: 1" = 20'-0"

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT BETWEEN THE CITY OF PADUCAH AND AT&T TO PLACE CELLULAR EQUIPMENT ON THE CITY-OWNED TOWER AT 510 CLARK STREET

WHEREAS, the City and AT&T have an existing lease agreement, established in 2001, permitting AT&T to place cellular equipment on the City-owned tower at 510 Clark Street for a monthly fee; and

WHEREAS, the lease allows for an equipment shelter in the City-owned gravel lot next to the 911 Center; and

WHEREAS, there have been four (4) amendments to the lease since 2001 as approved by Ordinance Numbers 2016-2-8348, 2015-4-8230, 2013-9-8084, and 2001-10-6445; and

WHEREAS, AT&T has requested a fifth amendment to allow for the placement of the generator and increases the amount of leased space by 80 square feet; and

WHEREAS, the City and AT&T now desire to amend the agreement to allow for the addition of a generator, increase the amount of leased space, and increase the monthly rent.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute the Fifth Amendment to Tower Option and Lease Agreement in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022
Recorded by Lindsay Parish, City Clerk, March 8, 2022
\\mo\Lease Amendment ATT 2022

EXHIBIT "A"

Market: Tennessee/Kentucky
Cell Site Number: EV3125
Cell Site Name: PADUCAH DOWNTOWN RELO
Fixed Asset Number: 10019949

FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT

THIS FIFTH AMENDMENT TO TOWER OPTION AND LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below, is by and between **City of Paducah** having a mailing address of 510 Clark Street, Paducah, KY 42003 ("**Lessor**") and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, successor in interest to Bellsouth Mobility LLC ("**Lessee**").

WHEREAS, Lessor and Lessee (or their predecessors-in-interest) are parties to the certain Tower Option and Lease Agreement dated October 15, 2001, as amended by Amendment to Tower Option and Lease agreement dated November 12, 2001, as amended by Second Amendment to Tower Option and Lease Agreement dated September, 24, 2013, as amended by Third Amendment to Tower Option and Lease Agreement dated 5/20/2015, as amended by Fourth Amendment to Tower Option and Lease Agreement dated 2/12/2016 (hereinafter, collectively, the "**Agreement**"), whereby Lessor leased to Lessee certain premises ("**Premises**"), therein described, that are a portion of the property ("**Property**") located at 510 Clark Street, Paducah, KY: and

WHEREAS, Lessor and Lessee desire to amend the Agreement to increase the size of the Premises pursuant to the terms and conditions as set forth herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. New Premises Area.** Lessor agrees to increase the size of the Premises leased to Lessee by 5'x16' to accommodate Lessee's needs. Total lease area changing from 800 sq. ft. to 880 sq. ft. Upon the execution of this Amendment, Lessor leases to Lessee the additional premises described on attached Exhibit B ("New Premises Area"). Lessor's execution of this Amendment will signify Lessor's approval of Exhibit B. The Premises under the Agreement prior to this Amendment shall be referred as the "Premises" (collectively the Premises and the New Premises Area shall be referred to as the "Combined Premises").

2. **Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law) equipment within the New Premises Area, including without limitation a concrete pad and generator thereon, including back-up power supply. Lessee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time with prior approval from Lessor which will not be unreasonably withheld.
3. **Rent.** Licensor and Licensee agree that pursuant to the fee rate set forth in Section 2 of Agreement, License shall increase by two hundred twenty-nine and 19/100 dollars (\$229.19) per month, effective the first of the month following the commencement of construction and shall be subject to the same escalation 10% per Renewal Term as set forth in the Section 4 of the Agreement.
4. **Use.** Lessee shall have the right to install and maintain cables from its equipment within the New Premises Area to its equipment within the compound area of the Premises within spaces and pathways mutually agreed to by the parties, agreement of Lessor not to be unreasonably withheld, delayed or conditioned on payment of additional consideration.
5. **Other.** Lessor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Lessee's permitting and/or installation of a generator within the New Premises Area. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain any government approvals for Lessee's use of the New Premises Area under this Agreement and agrees, at Lessee's request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the generator will be used, Lessee may only use the generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Lessor upon one hundred twenty (120) days' notice. The rent increase set forth in Section 4 shall not take effect or shall be cancelled, as applicable, following any such termination. Before termination of the Amendment and/or lease, Lessee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee's operations at the New Premises Area shall be deemed abandoned, which Lessor may remove at Lessee's cost. Lessee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.
6. **Notices.** Paragraph 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly

sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensor: City of Paducah
510 Clark Street
Paducah, KY, 42002

If to Licensee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site # EV3125
Fixed Asset #: 10019949
Lenox Park Blvd NE 3rd Floor
Atlanta, GA 30319

With copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site # EV3125
Cell Site Name: Paducah DT Relo
Fixed Asset #: 10019949
AT&T Legal Department – Network
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the AT&T Legal Department is an administrative step which alone does not constitute legal notice. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

7. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Original Lease Agreement, any existing Amendments to the Agreement, and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
8. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Fifth Amendment to Tower Option and Lease Agreement on the dates set forth below.

LESSOR:

City of Paducah

LESSEE:

New Cingular
Wireless PCS, LLC,
a Delaware limited
liability company

By: AT&T
Mobility
Corporation Its:
Manager

By: _____
Print Name:
Date:

By: _____
Print Name:
Its:
Date:

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: KDLA Local Records Program Grant Application in an amount of \$46,000 for the Paducah Fire Department - Prevention Division - **G CHERRY**

Category: Municipal Order

Staff Work By: Janet Dicke

Presentation By: Hope Reasons

Background Information: The Paducah Fire Department - Prevention Division is requesting to apply for a Kentucky Department of Libraries and Archives (KDLA) - Local Records Program Grant to create a comprehensive records management system. The funding will be used to contract with an archivist for a specific, time-limited project period to identify, sort, and organize department documents that are on paper prior to 2012. The archivist will also work with the department to establish a records management system to identify and conserve historically significant and culturally relevant documents the department maintains for the City of Paducah. The requested amount is \$46,000 and there is no matching requirement.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute grant application documents.

Attachments:

1. MO - application- Ky Dept Libraries & Archives KDLA – Fire Prevention 2022

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE APPLICATION FOR A KENTUCKY DEPARTMENT FOR LIBRARIES AND ARCHIVES GRANT THROUGH THE KENTUCKY LOCAL RECORDS BRANCH FOR THE PADUCAH FIRE DEPARTMENT – PREVENTION DIVISION TO CREATE A COMPREHENSIVE RECORDS MANAGEMENT SYSTEM, IN THE AMOUNT OF \$46,000, WITH NO MATCHING REQUIREMENTS.

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of an application for a Kentucky Department for Libraries and Archives grant through the Kentucky Local Records Branch for the Paducah Fire Department – Prevention Division, to be used to contract with an archivist to work with the department to organize department documents and establish a records management system. The requested amount of the grant is \$46,000. No local cash or in-kind match is required.

SECTION 2. This order will be in full force and effect from and after the date of its adoption.

Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022

Recorded by Lindsay Parish, City Clerk, March 8, 2022

mo\grants\application- Ky Dept Libraries & Archives KDLA – Fire Prevention 2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Acceptance of a Community Development Block Grant in the amount of \$200,000 on behalf of Four Rivers Behavioral Health's CenterPoint Recovery Center - **H REASONS**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Hope Reasons

Background Information: The Department for Local Government (DLG) has approved a grant of \$200,000 to the Four Rivers Behavioral Health Recovery Center (CenterPoint Recovery Center). The funding comes through the 2021 funding cycle from the U.S. Housing and Urban Development's (HUD) Community Development Block (CDBG) Program. Funds are designated for various program areas, including Community Projects, Community Emergency Relief Fund, Economic Development, Housing, and Public Services.

The City of Paducah adopted Municipal Order 2468 on June 22, 2021, approving the City to apply for the CDBG Grant on behalf of Four Rivers Behavioral Health. Four Rivers will provide matching funds from various sources. An administration fee of \$2,500 will be paid to the City for maintaining and providing administration of the funding.

There are no City funds required.

As conditions of accepting CDBG funding, the City must approve the following items:

- Grant Agreement with DLG
- Residential Anti-Displacement and Relocation Assistance Plan
- KCDBG Procurement Code
- Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to sign all required grant award documents.

Attachments:

1. Preliminary Approval 21-005
2. MO 2468_signed
3. MO - acceptance cdbg-four rivers Behavioral Health CenterPoint Recovery Center



Andy Beshear
Governor

OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT
100 AIRPORT ROAD, THIRD FLOOR
FRANKFORT, KENTUCKY 40601
PHONE (502) 573-2382
FAX (502) 227-8691
www.kydlgweb.ky.gov

Dennis Keene
Commissioner

February 14, 2022

The Honorable George Bray
Mayor, City of Paducah
300 South 5th Street
P.O. Box 2267
Paducah, Kentucky 42002

RE: Four Rivers Recovery Center (Recovery Kentucky)
Community Development Block Grant Project #21-005

Dear Mayor Bray:

On behalf of Governor Andy Beshear and the staff of the Department for Local Government (DLG), I am pleased to congratulate you on your selection as a recipient of Community Development Block Grant (CDBG) funds. Preliminary approval has been given to your CDBG project referenced above for \$200,000. This approval is based on your acceptance of the conditions outlined below.

The Recipient agrees to perform activities as stated in the CDBG application and as summarized below:

1. The Recipient shall provide the Participating Party with CDBG funds for Four Rivers Recovery Center (Recovery Kentucky) operational costs, which is limited to on-site staff salaries.
2. The Recipient shall ensure that the Participating Party implements the social recovery program model as outlined in the Recovery Kentucky Guidelines and application.
3. The Recipient shall ensure that the Participating Party meets the National Objective of 51 percent low and moderate-income (LMI) benefit during the CDBG funding period.

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D

The Honorable George Bray
February 14, 2022
Page Two

4. The Recipient shall ensure that the Participating Party meets all reporting requirements regarding client income data and expenditure of CDBG funds and performance measures.
5. The Recipient shall provide necessary administration of the project to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by George Bray on July 13, 2021 and submitted on or about that date as part of the project application.

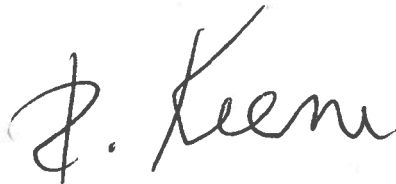
Before a grant agreement between your community and the Commonwealth can be drafted, you must provide our office with written acceptance of the conditions listed above. **Please indicate your acceptance of these conditions by signing below. Please return this signed document to our office by March 14, 2022.** Following receipt of your signature a grant agreement will be prepared.

The Kentucky Community Development Block Grant Handbook will give you a step-by-step guide on how to obtain release of funds, meet environmental requirements, meet all federal and state CDBG requirements and successfully complete your project. Your project administrator has a copy of the handbook and one is also available to you at your request.

Please email documentation to DLG.OFG@ky.gov

We look forward to working with you and assisting your community with this grant. Please contact Mark Williams at 502/892-3485 if you have questions concerning this preliminary approval letter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Keene", written in a cursive style.

Dennis Keene
Commissioner

c: Melanie Townsend, City of Paducah

The Honorable George Bray
February 14, 2022
Page Three

By affixing my signature below, I, the authorized representative of the applicant, do hereby agree to the conditions set forth above.

The Honorable George Bray
Mayor, City of Paducah

Date

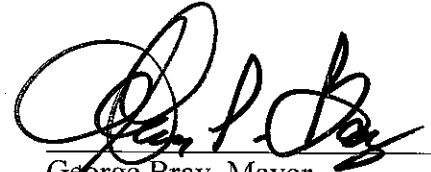
MUNICIPAL ORDER NO. 2468

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR A 2021
COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000
THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS
RECOVERY CENTER FOR PERSONNEL EXPENSES

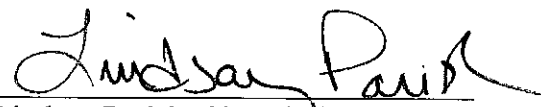
BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute an application and all documents relating to same, requesting a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center for personnel expenses. Funds will be matched by Four Rivers Behavioral Health. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.


George Bray, Mayor

ATTEST:


Lindsay Parish, City Clerk

Adopted by the Board of Commissioners June 22, 2021

Recorded by Lindsay Parish, City Clerk, June 22, 2021

\\mo\grants\app - cdbg-four rivers recovery center project 2021 6-2021

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER ACCEPTING A 2021 COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$200,000 THROUGH THE DEPARTMENT FOR LOCAL GOVERNMENT FOR THE FOUR RIVERS BEHAVIORAL HEALTH'S CENTERPOINT RECOVERY CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ALL REQUIRED GRANT AWARD DOCUMENTS

WHEREAS, the City of Paducah applied for a FY2021 Community Development Grant through the Department for Local Government, adopted by Municipal Order No. 2468, on June 22, 2021, on behalf of the Four Rivers Recovery Center; and

WHEREAS, The Department for Local Government has approved the application and is now ready to award this grant.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby accepts grant funds for a Community Development Block Grant through the Department for Local Development in the amount of \$200,000 on behalf of Four Rivers Behavioral Health for the Four Rivers Recovery Center (CenterPoint Recovery Center). Funds are designated for various program areas, including Community Projects, Community Emergency Relief Fund, Economic Development, Housing and Public Services. Four Rivers will provide matching funds from various sources. An administration fee of \$2,500 will be paid to the City of Paducah for maintaining and monitoring this funding.

SECTION 2. That the City of Paducah hereby authorizes and directs the Mayor to execute the Grant Agreement with the Department for Local Government, Residential Anti-Displacement and Relocation Assistance Plan, KCDBG Procurement Code, and Legally Binding Agreement with Four Rivers Behavioral Health Recovery Center and all required grant award documents.

SECTION 3. This order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners March 8, 2022

Recorded by Lindsay Parish, City Clerk, March 8, 2022

\\mo\grants\acceptance cdbg-four rivers Behavioral Health CenterPoint Recovery Center

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Application and Acceptance of the 2022-23 Kentucky Household Hazardous Waste Grant in an amount of \$37,120 - **C YARBER**

Category: Municipal Order

Staff Work By: Hope Reasons

Presentation By: Chris Yarber

Background Information: The Kentucky Division of Waste Management, through the Household Hazardous Waste Award Program, funds cities across the commonwealth for annual clean-up days. This grant award program provides a partial reimbursement for the expenses incurred by the city for the disposal of hazardous waste and advertising/education of Spring Clean-up Day. For nearly 30 years, this project has been a collaborative effort between the McCracken County Fiscal Court and the City of Paducah. The Engineering/Public Works and Planning Departments desire to submit an application for the 2022-2023 Kentucky Division of Waste Management Household Hazardous Waste Award Program. This grant requires a 25% cash or in-kind match.

The City will act as the Lead Agency/Fiscal Agent and seeks an award of \$37,120, which will be combined with the required local cash match of \$12,374 for a project totaling \$49,494. Local cash match will be divided equally between the city and the county. This Municipal Order will also approve the required Interlocal Agreement with McCracken County Fiscal Court for this grant. As in previous years, the City's share of the local cash match will be paid through the Engineer/Public Works account number 50002209-520040.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Authorize and direct the Mayor to execute all required application and acceptance documents.

Attachments:

1. MO - App & accept Household Hazardous Waste 2022-2023

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF A 2022-2023 KENTUCKY HOUSEHOLD HAZARDOUS WASTE GRANT THROUGH THE KENTUCKY DIVISION OF WASTE MANAGEMENT IN AN AMOUNT OF \$37,120, TO ASSIST IN FUNDING THE CITY/COUNTY ANNUAL SPRING CLEAN-UP DAY, AND AUTHORIZING THE MAYOR TO EXECUTE ALL GRANT DOCUMENTS AND AN INTERLOCAL AGREEMENT WITH McCRACKEN COUNTY FOR SAID GRANT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah hereby authorizes the submission of a joint application with the McCracken County Fiscal Court for a Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$37,120 to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 2. That the City of Paducah hereby accepts the 2022-2023 Kentucky Household Hazardous Waste Grant through the Kentucky Division of Waste Management in the amount of \$37,120, to assist in funding the City/County Annual Spring Clean-up Day.

SECTION 3. The City of Paducah and the McCracken County Fiscal Court hereby agree that the City shall act as the lead government agency in meeting all grant requirements, including the local cash match of \$12,374, which will be divided equally between the City and the McCracken County Fiscal Court. The Mayor is hereby authorized to enter into an Interlocal Agreement with McCracken County for match funding and administration of said grant.

SECTION 4. The City's match of \$6,187 will be funded through the Public Works account number 5000 2209 520040. Funding for the local cash match will be subject to approval of appropriation in the Public Works FY2023 budget.

SECTION 5. That the Mayor is hereby authorized to execute the Grant Agreement, Interlocal Agreement and all related documents with the Kentucky Division of Waste Management.

SECTION 6. This order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022

Recorded by Lindsay Parish, City Clerk, March 8, 2022

MO\grants\App & accept Household Hazardous Waste 2022-2023

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Fleet Maintenance Service Agreement between the City of Paducah Fleet Division and the City of Mayfield, Kentucky - **C YARBER**

Category: Municipal Order

Staff Work By: Jim Scutt, Debbie Collins

Presentation By: Chris Yarber

Background Information: On February 16, 2022, a Fleet Maintenance Service agreement was entered into for the City of Paducah Fleet Division to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the City of Mayfield, Kentucky.

Does this Agenda Action Item align with a Commission Priority? No

If yes, please list the Commission Priority:

Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Approve a Municipal Order for the Fleet Maintenance Service Agreement for the City of Paducah Fleet Division to provide all professional labor, materials, equipment and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the fee schedule for the City of Mayfield, Kentucky.

Attachments:

1. Fleet Maintenance Agreement - City of Mayfield
2. Service Agreement Labor Rates
3. MO - agree-fleet maintenance services –City of Mayfield, Kentucky

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and City of Mayfield, Kentucky (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.
9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is (see attached).
10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.
11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

**CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT**

CITY OF PADUCAH

CUSTOMER

By: _____
Title: Mayor
Date: _____

By: Kathryn S. D'Natale
Title: Mayor, City of Mayfield
Date: 2.16.2022

246362

City of Mayfield, Kentucky

Authorized representatives:

Fire Dept.

Jeremy Creason

270-251-6248

jcreason@mayfieldky.gov

Public Works

Russ Brower

270-804-8133

rbrower@mayfieldky.gov

Police Dept.

Nathan Kent

270-251-6222

nkent@mayfieldky.gov

billing to:

City of Mayfield

211 E Broadway

Mayfield, KY 42066

Attn: kwilson@mayfieldky.gov

CITY OF PADUCAH – FLEET MAINTENANCE, MOTORIZED EQUIPMENT, AND
EMERGENCY APPARATUS SERVICE AGREEMENT

Shop Hourly Labor Rate Sheet

Heavy Truck -----	\$95.00 per hour
Heavy Equipment -----	\$95.00 per hour
Passenger Vehicle -----	\$85.00 per hour
Light Truck -----	\$85.00 per hour
Small Engine -----	\$75.00 per hour

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER APPROVING A FLEET MAINTENANCE,
MOTORIZED EQUIPMENT AND EMERGENCY APPARATUS SERVICE
AGREEMENT WITH THE CITY OF MAYFIELD, KENTUCKY, TO PROVIDE
FLEET MAINTENANCE SERVICES AT HOURLY RATES AND AUTHORIZING
THE EXECUTION OF ALL DOCUMENTS RELATED TO SAME

WHEREAS, the City of Paducah wishes to enter into a Fleet Maintenance Service Agreement with City of Mayfield, Kentucky for the City of Paducah Fleet Department to provide fleet services at hourly rates.

NOW, THEREFORE, BE IT ORDERED BY THE CITY OF PADUCAH,
KENTUCKY:

SECTION 1. That the Board of Commissioners hereby authorizes the Mayor to execute the City of Paducah Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter the “Agreement”) with the City of Mayfield, Kentucky in substantially the form attached hereto and made part hereof (Exhibit A).

SECTION 2. That the hourly labor rates are as follows:

Shop Hourly Labor Rate

Heavy Truck	\$95 per hour
Heavy Equipment	\$95 per hour
Passenger Vehicle	\$85 per hour
Light Truck	\$85 per hour
Small Engine	\$75 per hour

SECTION 3. That the initial term of the Agreement shall be for a period of one (1) year. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional one (1) year unless either party terminates the Agreement upon sixty days written notice in accordance with Paragraph 7 of the Agreement. In addition, the City of Paducah may terminate the Agreement with cause upon a thirty-day written notice for non-payment of fees.

SECTION 4. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022
Recorded by Lindsay Parish, City Clerk, March 8, 2022
mo/agree-fleet maintenance services –City of Mayfield, Kentucky

**CITY OF PADUCAH FLEET MAINTENANCE,
MOTORIZED EQUIPMENT, AND EMERGENCY APPARATUS
SERVICE AGREEMENT**

This Fleet Maintenance, Motorized Equipment and Emergency Apparatus Service Agreement (hereinafter "Agreement") is made and entered into by and between the **City of Paducah, Kentucky**, a municipal corporation, (hereinafter "Paducah") and the City of Mayfield, Kentucky, (hereinafter "Customer").

1. **SERVICES.** Paducah agrees to provide all professional labor, materials, equipment, and operations necessary for scheduled maintenance, upkeep, repair and preventive maintenance, pursuant to the Fee Schedule attached hereto. The Fee Schedule will be updated on January 1st of each applicable year.
2. **HOURS OF OPERATION.** Normal operations are Monday through Friday from 6:30 a.m. until 3:00 p.m., with the exception of holidays. Repairs made outside regular operating hours will be performed at one and one half times the regular hourly fee.
3. **WARRANTY OF WORKMANSHIP.** Paducah will warrant its workmanship on repairs for a period of 30 days following completion of work.
4. **TOWING.** Customer will be responsible for towing any vehicles to the Department.
5. **WORK AUTHORIZATION.** Paducah is authorized to perform work on any equipment in which the fee is less than \$1,000. Any service or repair exceeding \$1,000 shall require prior written authorization from Customer's authorized representative.
6. **TERM.** This Agreement shall become effective on the date signed and be in effect for one year. Thereafter, the Agreement shall automatically renew unless terminated as specified in Paragraph 7.
7. **TERMINATION.** Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days' written notice to the other Party. Paducah may terminate this Agreement with cause upon thirty (30) days' written notice for non-payment of fees.
8. **PAYMENT.** Paducah shall send monthly invoices to Customer with a due date of thirty (30) days. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause.

9. **AUTHORIZED REPRESENTATIVE.** Customer's authorized representative is (see attached).

10. **INSURANCE.** Customer shall maintain general and auto liability insurance with a single combined liability limit of not less than \$1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement. Customer hereby waives any claim against Paducah for any physical damage to its vehicle(s) while in Paducah's custody and control.

11. **INDEMNIFICATION.** Customer shall indemnify, hold harmless, and defend Paducah from and against any and all claims resulting or arising from Paducah's performance, or failure to perform, under this Agreement.

CITY OF PADUCAH

CUSTOMER

By: _____

Title: Mayor

Date: _____

By: _____

Title: _____

Date: _____

City of Mayfield, Kentucky

Authorized representatives:

Fire Dept.

Jeremy Creason

270-251-6248

jcreason@mayfieldky.gov

Public Works

Russ Brower

270-804-8133

rbrower@mayfieldky.gov

Police Dept.

Nathan Kent

270-251-6222

nkent@mayfieldky.gov

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Acquisition of Right of Way and Permanent Public Utility and Drainage Easement for Property located at 5403 Buckner Lane for the Buckner Lane Bridge Replacement Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: During the past several months, negotiations have been conducted in good faith with the property owners located at 5403 Buckner Lane regarding the acquisition of a portion of right-of-way and permanent public utility and drainage easements (Parcel #3) as required for the Buckner Lane Bridge Replacement Project. Subsequently, Jerry Allen and Mary Judith Wilkey have agreed to convey a portion of their property for right of way consisting of 0.134 acres (5823.677 sq. ft.) and also to grant permanent public utility and drainage easements totaling 0.09 acres (3911.976 sq. ft.) to the City of Paducah for the purchase price of \$8,034.92

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Direct contact with Property Owners

Working with Communications Manager on Public Announcements before and during construction

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Jerry Allen and Mary Judith Wilkey to acquire a portion of real property located at 5403 Buckner Lane as right of way and a permanent public utility and drainage easement in consideration of \$8,034.92 for the Buckner Lane Bridge Replacement Project.

Attachments:

1. MO - prop pur – 5403 Buckner Lane (Buckner Lane Bridge Project)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 5403 BUCKNER LANE AS PUBLIC UTILITY AND DRAINAGE EASEMENTS AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Jerry Allen and Mary Judith Wilkey to acquire a portion of real property located at 5403 Buckner Lane as permanent public utility and drainage easements in consideration of Eight Thousand Thirty-Four and 92/100 (\$8,034.92) Dollars.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project, Account Number PF0078.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022
Recorded by Lindsay Parish, City Clerk, March 8, 2022
\\mo\prop pur – 5403 Buckner Lane (Buckner Lane Bridge Project)

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Acquisition of Permanent Right of Way for property located at 5256 Buckner Lake Circle for the Buckner Lane Bridge Replacement Project - **R MURPHY**

Category: Municipal Order

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: During the past several months, negotiations have been conducted in good faith with the property owners of the property located at 5256 Buckner Lake Circle regarding the acquisition of a portion of right-of-way (Parcel #5) as required for the Buckner Lane Bridge Replacement Project. Subsequently, Ben H. Green III and Tammy Faye Green have agreed to convey a portion of their property for right of way consisting of 0.177 acres (7707.448 sq. ft.) to the City of Paducah for the purchase price of \$5,395.21.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Stormwater mitigation

Communications Plan: Direct communication with property owners

Coordination with Communications Manager before and during construction

Funds Available: Account Name: Buckner Lane Bridge Project

Account Number: PF0078

Staff Recommendation: To adopt a Municipal Order authorizing the Mayor to execute a Deed of Conveyance and all related documents on behalf of the City of Paducah with Ben H. Green III and Terry Faye Green to acquire a portion of real property located at 5256 Buckner Lake Circle as right of way in consideration of \$5,395.21 for the Buckner Lane Bridge Replacement Project.

Attachments:

1. MO - prop pur – 5256 Buckner Lake Circle (Buckner Lane Bridge Project)

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A DEED OF CONVEYANCE AND ALL DOCUMENTS NECESSARY TO ACQUIRE A PORTION OF REAL PROPERTY LOCATED AT 5256 BUCKNER LAKE CIRCLE AS RIGHT-OF-WAY AS REQUIRED FOR THE BUCKNER LANE BRIDGE REPLACEMENT PROJECT

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a Deed of Conveyance on behalf of the City of Paducah with Ben H. Green III and Tammy Faye Green, to acquire a portion of real property located at 5256 Buckner Lake Circle as right-of-way in consideration of Five Thousand Three Hundred Ninety-Five and 21/100 (\$5,395.21) Dollars.

SECTION 2. This expenditure shall be charged to the Buckner Lane Bridge Project, Account Number PF0078.

SECTION 3. This Order shall be in full force and effect from and after the date of its adoption.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Adopted by the Board of Commissioners, March 8, 2022

Recorded by Lindsay Parish, City Clerk, March 8, 2022

\\mo\prop pur – 5256 Buckner Lake Circle (Buckner Lane Bridge Project)

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: BUILD Grant Contract for Professional Services with HDR, Inc. for \$2,039,500 - **R MURPHY**

Category: Ordinance

Staff Work By: Melanie Townsend

Presentation By: Rick Murphy

Background Information: Summary: Award professional services contract to HDR, Inc. (HDR) for design, engineering, grant compliance, regulatory compliance, bidding, and construction administration & observation services for the FY19 BUILD grant.

Background: In November 2019, the City of Paducah was notified of the award of \$10.4M from the Better Utilizing Investments to Leverage Development (BUILD) grant program to be administered through the Maritime Administration (MARAD). As part of the grant obligation process, the City is required to complete all regulatory requirements of the National Environmental Protection Act (NEPA). In April 2020, the City entered into a professional services contract with BFW to provide Environmental Assessment services per Ordinance 2020-04-8632 to fulfill the NEPA requirements to obligate the grant money for the City. The grant obligation deadline is September 30, 2022.

In September 2021, the City received MARAD approval to begin expending Pre-Incurred grant match funds on design and engineering. Therefore, the Engineering Department received Requests for Qualifications for professional services for engineering design and construction administration on October 26, 2021. HDR and subcontractor BFW submitted the only Statement of Qualifications. The submission was reviewed and found to be responsive to the Request for Qualifications.

A selection letter was provided to HDR and BFW on October 28, 2021 and an initial scoping meeting was held on November 9, 2021. On January 12, 2022, a follow-up scoping meeting was held with the full review team, including City Manager Daron Jordan, City Engineer Rick Murphy, Planning Director Nic Hutchinson, Parks & Recreation Director Amie Clark, and Engineering Project Manager Melanie Townsend, to further refine the scope of the project. A final proposal negotiation meeting was held on February 25, 2022 with HDR and BFW providing the final cost proposal to the City.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Downtown

Communications Plan: Work with Communications Manager to provide public information and updates as the project progresses.

Funds Available: Account Name: BUILD grant

Account Number: DT0050

Staff Recommendation: Authorize the Mayor to sign the Short Form Agreement with HDR, Inc. for the Engineering Design and Construction Administration services for the BUILD FY2019 grant in the amount of \$2,039,500.

Attachments:

1. HDR_Short Form_Paducah-Riverfront Infrastructure Imps-Agrmt_DesEngConst
2. Paducah Riverfront 2-22-2022_BUILD_EngDesign_CostProposal
3. ORD - short form agree- HDR – FY2019 BUILD Grant 2022

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20____, between **CITY OF PADUCAH, KENTUCKY** (“OWNER”), with offices 300 South 5th Street, Paducah, KY 42002, and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as **RIVERFRONT INFRASTRUCTURE IMPROVEMENTS** (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on a Lump Sum basis to be invoiced based on percentage completion for the following tasks:

Task 1 – Project Management and Controls.....	\$117,700
Task 2 – Basis of Design.....	\$88,000
Task 3 – 30% Design Development	\$246,000
Task 4 – 60% Design Development	\$218,000
Task 5 – 90% Design Development	\$206,000
Task 6 – 100% Design Development	\$38,000
Task 7 – Regulatory and Permitting.....	\$192,500
Task 8 – Excursion Landing Plaza	\$67,200
Task 9 – Transportation Improvements.....	\$49,000
Task 10 – Landslide Improvements near Transient Boat Dock	\$166,000
Task 11 – Utilities	\$22,000
Task 12 – Modern Technology	\$32,000
Task 13 – Grant Compliance.....	\$37,500
Task 14 – Bid Phase	\$49,600
Task 15 – Construction Administration/Observation.....	<u>\$510,000</u>
Total	<u>\$2,039,500</u>

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

SECTION VI. SPECIAL PROVISIONS

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

CITY OF PADUCAH, KENTUCKY
"OWNER"

BY: _____

NAME: George P. Bray

TITLE: Mayor

ADDRESS: 300 South 5th Street
Paducah, KY 42002

HDR ENGINEERING, INC.
"ENGINEER"

BY:  3/4/2022

NAME: Kelly R. Meyer

TITLE: Vice President

ADDRESS: 401 W. Main Street, Suite 500
Louisville, KY 40202

EXHIBIT A

SCOPE OF SERVICES



February 22, 2022

City of Paducah
Attn: Rick Murphy, City Engineer
300 South 5th Street
Paducah KY 42002

RE: Paducah Riverfront Infrastructure Improvement Project
RFQ 2021 – BUILD
Cost Proposal for engineering and related services

Dear Rick,

HDR Engineering, Inc. (HDR) together with BFW Engineering & Testing, Inc. (BFW) are pleased to submit this cost proposal for engineering service for the improvements along the Paducah Riverfront. This submittal includes our understanding of the project, proposed scope of services, assumptions and clarifications, and our estimated fee and schedule.

Attachment A outlines the Scope of Work and Deliverables for the project. Attachment B provides assumptions and clarifications based on our understanding of the scope of work. We understand the primary objective of the project is to provide improved transportation elements and increase the passenger experience for riverboat visitors to Paducah. However, we also understand an improved facility can potentially increase tourism and business for Paducah. We are ready to partner with the City of Paducah on this challenge.

We propose to perform the requested services for the following lump sum fees:

Task 001 Project Management and Controls	\$117,700
Task 002 Basis of Design	\$ 88,000
Task 003 30% Design Development	\$246,000
Task 004 60% Design Development	\$218,000
Task 005 90% Design Development	\$206,000
Task 006 100% Design Development	\$ 38,000
Task 007 Regulatory and Permitting Services	\$192,500
Task 008 Excursion Landing Plaza	\$ 67,200
Task 009 Transportation Improvements	\$ 49,000
Task 010 Landside Improvements near Transient Boat Dock	\$166,000
Task 011 Utilities	\$ 22,000
Task 012 Modern Technology	\$ 32,000
Task 013 Grant Compliance	\$ 37,500
Task 014 Bid Phase Services	\$ 49,600
Task 015 Construction Administration and Construction Observation Services	\$510,000
TOTAL - Engineering and Design	\$1,529,500
TOTAL - Construction Administration and Inspection	\$ 510,000

City of Paducah
Attn: Rick Murphy, City Engineer
Page 2 of 2

The HDR team sincerely appreciates the opportunity to continue forward with this flagship project for the City of Paducah. Please contact us at your convenience to discuss further.

Sincerely,

HDR Engineering, Inc.



Ben R. Edelen
Area Manager / Senior Vice President
ben.edelen@hdrinc.com



J. Shannon Provance, PE
Vice President / Project Manager
shannon.provance@hdrinc.com

Attachments:

Appendix A – SOW and Deliverables
Appendix B – Clarifications and Assumption

ATTACHMENT A SCOPE OF WORK AND DELIVERABLES

This document outlines the Scope of Work, Deliverable and Assumptions and Clarifications for the project. Attachment A defines the basis of the design effort, and it along with the associated fee shall not be changed without a City of Paducah authorized Project Scope Change (PSC) document. Attachment B includes the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team.

The City of Paducah (COP) desires to upgrade its existing riverfront infrastructure through the addition of a new bulkhead and pile supported Riverboat dock structure and excursion landing plaza, by creating improved bike and pedestrian linkage through the addition of multi-use pathways, and through implementing landside improvements near the transient boat dock. The project's primary objective is to provide improved transportation elements and increase the passenger experience for visitors disembarking and embarking the riverboats that currently call on the port. A secondary objective is to provide the COP with an improved facility that can potentially attract future tourism and riverboat business.

TASK 001. Project Management and Controls

The HDR team will provide project management of tasks noted below and for the subsequent tasks listed in this Scope of Work. The work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, coordination with subconsultants, etc.

- 1. Project Set Up.** The project manager will establish the delivery schedule, plan and schedule resources to execute the work, manage the filing of pertinent project data and establish and manage adequate Quality Control and Safety Plans.
- 2. Project Coordination Meetings.** The project manager will hold meetings that allow for project tracking and task coordination during the project. Meetings include a kick-off with the team, COP, and other stakeholders, as appropriate. Both internal and external team meetings will be scheduled and managed to assist in exchanging information, providing project updates, and scheduling required tasks as the project progresses.

A project duration of 36 months for engineering, permitting, procurement, construction and close-out has been assumed.

- a) **Kick-off Meeting:** An internal kick-off meeting will be conducted to communicate project expectations including scope of work, deliverables, team member assignments and responsibilities and COP communication protocols.
- b) **Team Meetings (internal):** Weekly team meetings will be held with team leads (technical and quality) and appropriate management to communicate relevant information regarding project schedule status, technical issues and scope of work and budgeting modifications (if any).
- c) **Team Meetings (external):** Monthly team meetings will be held with the COP representative(s) and appropriate management to communicate the project schedule status and to obtain direction on other pertinent developments which might affect the overall delivery of the project.
- d) **Project Milestone Meetings (external):** Three (3) scoping meetings will be held at 30%, 60%, and 90% design for the sole purpose of discussing cost projections of current scope compared to

funding budget. Any scope modifications, if required, will be thoroughly discussed and reviewed with COP, and subsequently amended in this document.

- e) **Programmatic Agreement Meetings (external):** Four (4) meetings will be held at 30%, 60%, 90%, and 100% design intervals for the sole purpose of reviewing drawings with the COP, and PA stakeholders defined in the programmatic agreement established as a part of Phase I of this project.
3. **Monthly Status Reports.** The project manager will provide a monthly status report to the COP, via email or other electronic means, which will summarize the project scope, schedule and budget status.
4. **Quarterly COP Status Update Meetings.** The project manager will lead quarterly status update meetings with the COP.
5. **Project Tracking.** The project manager will monitor the project schedule and progress of tasks during the execution phase of the work. Regular updates will be made to internal project health monitoring tools to accurately reflect the progress of the work performed and to estimate the effort to complete remaining tasks.
6. **Business Quality Reviews.** The project manager will participate in internal business reviews which are intended to proactively identify issues which may affect COP schedules, quality of deliverables, staff availability or project budget. As a minimum, the reviews will occur at the beginning of the project (0%) and at quarter points throughout the year.
7. **Contract Close Out.** The HDR project manager and team will close the project upon completion of the work. This will include reviewing the contract and scope of work to verify deliverables have been made, electronic files have been filed properly and that all invoicing has been issued by HDR and paid by the COP. A debrief meeting will be held with the COP, if requested.
8. **Quality Control.** Deliverables will be reviewed prior to submittal to the COP per HDR's pre-established quality control review process and the project specific quality control program. The quality control manager assigned to the project will be responsible for ensuring the program is implemented and that review comments are resolved and incorporated prior to submission. Effort for QC reviews will be accounted for under each individual task.

TASK 002. Basis of Design (BOD)

The HDR team anticipates the new dock will be a combination sheet pile bulkhead and pier supported wharf descending the slope along the riverbank as was outlined in the selected concept previously presented in the Build Proposal. References to 'landside improvements' included herein are defined as follows:

- Intersection modifications
- The addition of multi-use pathways
- Landside transient boat dock improvements,
- The excursion landing plaza
- Wayfinding, bus shelters, and other ancillary items,
- A technology workshop, to develop concepts for new technology to potentially be added to the project. These concepts may include broadband, emergency call boxes, security cameras and internet access.

The HDR team will develop a Basis of Design for each significant project component in accordance with applicable local, state, federal and industry codes and standards, and with information and direction provided by the COP.

Basis of Design (BOD). The HDR team will develop a BOD document that will establish the following information to be used in the development of the dock design and landside improvements:

a) Site & Environmental Conditions:

1. Existing bathymetry and topography in the vicinity of the dock. Bathymetric and topographic information will be obtained by the HDR team from existing public records and/or new subconsultant topographic and bathymetric surveys.
2. Range of operational water surface elevations determined through discussions with COP.
3. Structural and geotechnical design parameters.
4. Topographical survey for landside improvements.
5. Permitting requirements as determined by regulatory authorities and the programmatic agreement.
6. Review and combination of existing utility infrastructure based on recent project history.

b) Operational and Functional Considerations

1. Desired Top of Dock Elevation, Slope of Incline, and Bottom of Dock Elevation
2. Desired Plan Layout
3. Desired Dock surface material
4. Vessel Data and Approach Conditions
5. Number of Vessels Loaded and/or Moored Concurrently
6. Desired Mooring Hardware and Appurtenances
7. Passenger Loading and Unloading Logistics Plan
8. Dock Lighting Requirements
9. Safety Guardrails and Equipment
10. Security Fencing or Barriers
11. Emergency and Other Vehicle Access
12. Operational Requirements during Construction
13. Landside Improvement Lighting Requirements
14. Landside Improvements Utility Requirements (Electrical)
15. Landside Improvements User/Traffic Pattern Considerations for Ancillary Items, Multi-Use Path, and Intersection Design
16. Landside Improvement Landscape and Hardscape Features

c) Facility Design Life Expectancy

d) Design Loads

1. Dead Loads
2. Vehicular and Equipment Loads
3. Impact Loads
4. At-Berth Vessel Loads
5. Environmental Loads
6. Seismic Loads
7. Load Combinations

- e) Design Methodology
- f) Design Codes and References
- g) The HDR Team will perform a geotechnical investigation for the project components. A geotechnical report will be generated with recommended geotechnical design information. Geotechnical tables and figures with information pertinent to the design will be incorporated into the drawings and plan set.

The BOD document will be submitted to COP for review and comment prior to commencement of the 30% Design phase.

TASK 003. 30% Design Development

The HDR team will develop a 30% Design for the layout and construction of the improvements based on the Basis of Design, conceptual drawings, and COP comments. The anticipated drawings and technical specifications to be developed for the 30% Design are listed in Task 3.7 below.

1. **Bulkhead Design.** The HDR team will design a dock structure in two sections, the first section upper dock section is proposed to be an anchored sheet pile bulkhead. The structure will be designed to satisfy the agreed BOD. The structure will generally descend along the bank of the river allowing river boat gangway access throughout the length for a defined range of river levels.
2. **Pile Supported Wharf Design.** The bulkhead wall will transition to a pile support dock structure descending at the same slope into the water to allow an adequate depth of water for the river boat at berth. The structure will be designed to satisfy the agreed BOD.
3. **Mooring / Breasting Structures Design.** The HDR team will design a series of mooring and breasting structures adjacent to the dock platform structures providing a breasting line and mooring points for the river boats. The structures will be designed to satisfy the agreed BOD. The mooring/breasting structures will be either monopile structures or tripod style structures independent of the dock structure to allow for differential structure movements. The mooring bollards and fendering will be designed to allow the river boat to berth at the design levels of the river as agreed in the BOD.
4. **Shore Protection.** The HDR team will design shore protection structures for the local environmental conditions and design loads outlined in the BOD. The aesthetics of the shore protection will be coordinated with the landscape architects to meet the design intent of the facility.
5. **Site Grading Plans.** Grading plans will be provided in the area immediately land side of the dock structure, excursion landing plaza, and landside improvements occurring near the transient boat dock. Drainage near the dock will be coordinated with the overall drainage plan for the project site. It is anticipated that drainage will be designed to flow into existing underground conveyance systems or surface features to allow shedding of rainfall run off. An effort will be made to minimize off-site disposal of excavated materials and to balance cut and fill operations on site. The HDR team will coordinate with the Geotechnical Team members regarding fill material acceptability with respect to structural requirements.

6. **Landside Improvement Plans.** In addition to site grading plans, conceptual site plans will be provided showing the excursion landing plaza, utilities, general landscape architecture layouts, wayfinding, intersection improvements and multi-use path layouts.
7. **Area Lighting and Utility Design.** The HDR team will coordinate and provide supports for area lights and or utility vaults or stanchions located on the dock structure. Lighting design for landside improvements will be coordinated with the dock structure and existing lighting within the riverfront area.
8. **Drawings and Technical Specifications for 30% Submittal.** The HDR team CAD standards will be used, and drawings will be submitted in AutoCAD unless otherwise instructed prior to beginning the work.
Drawing Production. The HDR team anticipates generating approximately 30 drawings for the 30% Design submittal.
Technical Specifications. The HDR team will prepare technical specifications for design, procurement, construction, testing and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. The specifications will be presented in an 8 ½ x 11 comb bound format.
The HDR team anticipates generating approximately 60 technical specifications.
The drawings and technical specifications will be submitted to COP for review and comment and a 30% Design review meeting will be scheduled with the COP prior to proceeding to 60% Design.
9. **Quality Control and Coordination.** The HDR team will provide quality control for the design and preparation of construction drawings, technical specifications and bid form.
10. **Geotechnical Investigation.** The HDR team will coordinate with the Geotechnical staff to obtain soil samples, outline the design work which will be performed, describe testing parameters, and develop a report of findings. Geotechnical recommendations will be included for foundations for project components as well as generalized construction recommendations for the overall site.
11. **Prepare Opinion of Cost (Class 4).** The HDR team will prepare an opinion of probable project costs (OPPC) for the developed concept. The OPPC for this submittal will be based on a Class 4 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on project specifics and HDR's best practices document. Class 4 estimates are generally prepared on very limited information and may be based on general arrangement layouts. The typical purpose of a Class 4 estimate is for a conceptual study or preliminary budget approval. This Class 4 estimate has an estimated range of -30% to +50% with a typical contingency of 30%.

Opinions of probable project cost will be made on the basis of the team experience and qualifications and represent our judgment as experienced and qualified professionals generally familiar with the industry. However, since the HDR team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the HDR team cannot and does not guarantee that proposals, bids, or actual project cost will not vary from opinions of probable costs submitted.

If COP wishes greater assurance as to probable costs, consideration should be given to retaining an independent cost estimator, which can be provided as a subconsultant to the project but is not included in this scope. Upon COP approval of the additional cost, the HDR team can meet with local contractors to obtain a review of the costs opinions and to assist with their validation of our opinion of costs.

- 12. *Opinions of Probable Project Schedule (OPPS).*** The HDR team will prepare an opinion of probable project schedule based on the 30% Design drawings and specifications.

TASK 004. 60% Design Development

The HDR team will develop a 60% Design for the layout and construction of the improvements based on the 30% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 60% Design are listed in Task 4.7 below.

1. ***Bulkhead Design.*** The HDR team will continue with the engineering of the bulkhead to the 60% Design.
2. ***Pile Supported Wharf Design.*** The HDR team will continue with the engineering of the pile supported wharf to the 60% Design.
3. ***Mooring / Breasting Structures Design.*** The HDR team will continue with the engineering of the mooring/breasting structures to the 60% Design.
4. ***Shore Protection.*** The HDR team will continue with the engineering of the shore protection to the 60% Design.
5. ***Site Grading Plans.*** The HDR team will continue with the engineering of the grading plans to the 60% Design.
6. ***Landside Improvement Plans.*** The HDR team will continue with the engineering of the landside improvement plans to the 60% Design.
7. ***Area Lighting and Utility Design.*** The HDR team will continue with the engineering of the area lighting and utilities to the 60% Design.
8. ***60% Submittal.***

Drawing Production. The HDR team anticipates generating approximately 70 drawings for the dock structures for the 60% Design submittal. As the dock design evolves from 30% to 60% stage it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the dock structures. As the dock design evolves from 30% to 60% stage it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 60% Design review meeting will be scheduled with the COP prior to proceeding to 90% Design.

9. ***Quality Control and Coordination.*** The HDR team will provide quality control for the 60% design of the dock and the preparation of construction drawings, technical specifications and bid form.
10. ***Geotechnical Investigation.*** The HDR team will continue with the review of the report findings and their application to the 60% design.
11. ***Prepare Opinion of Cost (Class 3).*** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 3 estimate as generally

defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on HDR's best practices document. Class 3 estimates are generally prepared based on detail take-offs, supplier quotations for major equipment, and crew/equipment daily rates. The typical purpose of a Class 3 estimate is for funding authorization. This Class 3 estimate has an estimate range of -20% to +30% with a contingency of 25%.

- 12. *Opinion of Probable Project Schedule (OPPS)*.** The HDR team will prepare an opinion of probable project schedule based on the 60% Design drawings and specifications.

TASK 005. 90% Design Development

The HDR team will develop a 90% Design for the layout and construction of the improvements based on the 60% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 90% Design are identified in Task 5.7 below.

The 90% Design sub-tasks **5.1- 5.6, 5.8** and **5.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 60% Design to the 90% Design.

7. 90% Submittal.

Drawing Production. The HDR team anticipates generating approximately 75 drawings for the dock structures and landside improvements for the 90% Design submittal. As the design evolves from 60% to 90% it may become apparent that adjustments to the number of drawings are necessary and the submittal totals may deviate based on scaling, etc.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the design. As the dock design evolves from 60% to 90% it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 90% Design review meeting will be scheduled with the COP prior to proceeding to 100% Design.

- 10. *Prepare Opinion of Cost (Class 2)*.** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 2 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the HDR best practices document. Class 2 estimates are generally prepared based on actual surveys, scaled site plans, with defined quantities for large cost items, and supplier quotations. The typical purpose of a Class 2 estimate is for project control. This Class 2 estimate has an estimate range of -15% to +20% with a contingency of 15%.

- 11. *Opinion of Probable Project Schedule (OPPS)*.** The HDR team will prepare an opinion of probable project schedule based on the 90% Design drawings and specifications.

TASK 006. 100% Design Development

The HDR team will develop a 100% Design for the layout and construction of the improvements based on the 90% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 100% Design are listed in Task 6.7 below.

The 100% Design sub-tasks **6.1- 6.6, 6.8 and 6.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 90% Design to the 100% Design.

7. 100% Submittal

Drawing Production. The HDR team anticipates generating approximately 75 drawings for design for the 100% Design submittal. As the design evolves from 90% to 100% it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications. As the dock design evolves from 90% to 100% it may become apparent that additional specification(s) are necessary and will be added to the submittal.

10. Prepare Opinion of Cost (Class 1). The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 1 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the the HDR team's best practice document. Class 1 estimates are generally prepared based on a signed and sealed drawing and specification package. The typical purpose of a Class 1 estimate is for bidding by contractors. This Class 1 estimate has an estimate range of -10% to +15% with a contingency of 10%.

11. Opinion of Probable Project Schedule (OPPS). The HDR team will prepare an opinion of probable project schedule based on the 100% Design drawings and specifications.

TASK 007. Regulatory and Permitting Services

COP is currently under contract with BFW Engineering & Testing, where HDR is a subconsultant, for environmental services and compliance for this project. We understand that the environmental portion of the project will be regulated by a Programmatic Agreement (PA) that is currently being negotiated with COP, in addition to standard regulatory requirements. Based on the current draft version dated January 24, 2022, the following regulatory and permitting services may be required as part of this new contract with the HDR team:

- 1. Additional Surveys** – Based on the final PA, additional archaeological survey as well as cultural historic surveys will be required once the final design plans have reached 60% completion. Once finalized design and construction plans are available, the KY-SHPO and Osage Nation will determine where the APE is based on specific areas which may be affected, and what additional survey may be required. The HDR team will complete additional archaeological and cultural surveys as dictated by KY-SHPO and Osage Nation.
- 2. Survey Reviews and Oversight** – Once additional surveys have been conducted, additional project review will be performed by KY-SHPO, Osage Nation, and MARAD. The HDR team will provide project oversight for these reviews.
- 3. Environmental Permitting** – Once final design has been completed, the HDR team will prepare the permit applications required for submission to USACE for 404 compliances as well as Section 10, Kentucky Division of Water (KDOW) 401 Clean Water Act, and FEMA floodplain permitting. Management support will also be provided for document submittals, document reviews, and on-going coordination for obtaining the required permits. The HDR team will provide necessary design drawings for submission. The HDR team will provide general location maps and topographic maps as required.

4. **Additional EA Requirements** – If any additional reviews or edits for the original EA are required by MARAD during Phase II, the HDR team will be responsible for preparing the required edits to the original EA. The HDR team will review these edits prior to submission to MARAD.
5. **FEMA No Rise Certification** – The Kentucky Division of Water (KDOW) floodplain section will require a no rise certification for the construction of the dock in a floodway to show that the project will not affect the current floodway elevations of the Ohio River. The placement of the dock and piers within a FEMA Floodway Boundary will require an evaluation and summary of the water surface impacts to the 1%-annual-chance Base Flood Elevation as a result of these riverfront improvements. The HDR hydraulic engineering team will collect the appropriate effective FEMA information, terrain and bathymetric data, and hydraulic structure record data for the study area to be used in the modeling effort. We will use this information to develop both existing and proposed conditions. We will also use the current FEMA Effective 1%-annual chance flood flows in the analysis.

TASK 008. Excursion Landing Plaza

As a part of this project, the HDR team will design an excursion landing plaza. We understand the excursion landing plaza should include an aesthetically pleasing design, welcoming visitors to the downtown corridor of Paducah. The HDR team will coordinate the excursion landing plaza design with additional downtown development projects, which will ultimately create an enhanced user experience for docking passengers. A cohesive design linking the dock structure and the downtown corridor will be provided. The excursion landing plaza is anticipated to be primarily concrete material, and we anticipate passengers will move through the area quickly. Shelters will not be incorporated at the plaza. Lighting will be incorporated as stakeholders determine user needs.

TASK 009. Transportation Improvements

The HDR team will provide transportation design, including curb extensions, grading, signalized cross walks, and bus shelters along with intersection improvements at the following intersections: North 6th Street and Park Avenue, North 5th Street and Madison Street, and North 3rd Street and Jefferson Street. The design will incorporate a multi-use path to accommodate bike and pedestrian traffic from the Convention Center to the downtown corridor. Additionally, wayfinding will be incorporated along the multi-use path.

TASK 010. Landside Improvements near Transient Boat Dock

The HDR team understands that one of the primary components of this project is to improve land use near the transient boat dock. The land area adjacent to the transient boat dock will be designed with green space and seating alternatives, guided by COP stakeholders. Further defined concepts will be included at 30% for discretionary purposes. Two (2) borings will be performed near the old Executive Inn site to determine design requirements for that area.

TASK 011. Utilities

The design team will coordinate water, wastewater and stormwater utilities and drainage for each project component. Paducah Water, Joint Sewer Agency, COP, and other private utility companies will be invited to external progress meetings. It is understood that the dock structure will need electricity for lighting, but it is not anticipated to need fuel or water services. An extension of the existing potable water system will be included for riverboats to use hoses for potable water access near the top of the slope.

TASK 012. Modern Technology

The HDR team understands the COP's desire to use technology to enhance the experience of visitors and residents using the riverfront and park. The HDR team has included one visioning workshop in this scope of work, which would occur prior to the initiation of Modern Technology design and engineering. The purpose of the visioning workshop is to identify and discuss possible existing and emerging technologies and applications that may improve the quality of life of the project users, residents and businesses both inside and in the immediate surrounding community. Numerous potential technological improvements were discussed in our proposal and each can be thoroughly discussed during the visioning workshop. Once COP establishes the desired improvements, the HDR team can provide a cost proposal for implementation of those concepts into the project.

TASK 013. Grant Compliance

The HDR team will provide oversight for conformance and compliance with the grant funding source, for the duration of this project from startup to close-out. This will include establishing milestones and dependencies in the project implementation process to verify that activities are not completed prior to adherence to funding requirements. The HDR team will assist the COP with reporting documents required by MARAD including quarterly progress reports, final progress and financial reports, pre- and post- performance measurement reports and project outcome reports. The HDR team will also assist the COP in establishing approval processes for requesting disbursement of funds in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. The HDR team will also assist COP with labor requirements in accordance with the Davis Bacon Act, verify compliance with Buy American provisions, and assist with procurement compliance during the bidding process including solicitation of MBE/WBE contractors, suppliers and subcontractors.

TASK 014. Bid Phase Services

The HDR team will provide bid phase services to assist the COP with solicitation of bids from contractors, advertisement of the project and evaluation of the bids. The HDR team will assist the COP with the bid opening, evaluation of bids and interview the preferred bidder.

1. **Solicitation of Bids.** Assist the COP with the solicitation of bids to at least three (3) experienced contractors. The HDR team will identify contractors who have performed similar type work and will provide bid solicitation requirements including general scope of work, bid duration and bid deadline. Approximate value of the work will not be discussed unless specifically authorized by the COP.
2. **Pre-Bid Meeting.** The HDR team will lead a mandatory pre-bid meeting in person with COP staff and interested parties held at a COP conference room. The HDR team will be available to answer questions and clarify issues that may arise based on the drawings and specifications.
3. **Respond to Contractor Questions.** The HDR team will respond to contractor and owner questions and inquiries during the bidding process. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
4. **Issue Contract Addenda.** Prepare and issue contract addenda needed to clarify the intent and expectations of the contract documents. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
5. **Bid Opening.** The HDR team will attend the bid opening meeting, conducted by the COP, virtually or in-person. The HDR team will provide an unofficial review of bids and announce the apparent low bidder. Design team representatives will be available to answer any remaining questions regarding technical components.
6. **Bid Tabulation.** It is anticipated that the COP will receive the bids from contractors. The HDR team will provide bid evaluation and assist with generating the bid tabulation worksheet to allow the COP to compare line item bid items and the overall bid price for the work.

7. **Letter of Recommendation.** The HDR team will provide a letter of recommendation for the lowest evaluated bid for the project and include the bid tabulation data in the letter.
8. **Bid Documents.** Bid documents will be prepared using the City of Paducah's front-end specifications and will include any documents required by federal funding authorities. Notice of Award and Notice to Proceed forms will be completed and approved by COP for issuance to the awarded contractor.
9. **Contractor Interviews.** It is anticipated the design team and COP will receive and evaluate the bids from contractors. During the interview the HDR team will discuss project execution, approaches to the work, and staffing and scheduling of the project. Following these services, a letter will be issued to the COP describing the results of the meeting. The HDR team will identify clarifications or additional information that might be required, if any, to recommend award of the contract.
10. **Preparation of an 'Issued for Construction' Package.** The HDR team will integrate updates or addendum items into the 'Issued for Bid' documents and prepare an 'Issued for Construction' package.

TASK 015. Construction Administration and Construction Observation Services

The HDR team will provide construction phase services as follows:

1. **Onsite Representative.** The HDR team will provide one full-time onsite engineering representative.
2. **Periodic Site Visits.** The HDR team will periodically send the Engineer of Record (EOR) and/or other technical representatives to the site for construction observation to determine if the work is being performed in accordance with the plans and specifications. The HDR team will provide personnel for job specific project oversight that will be directly related to Archaeological Monitoring, geotechnical, or environmental oversight that will be required.
3. **Requests for Information.** The HDR team will provide written clarifications and responses to the Contractor's questions regarding specific requirements of the construction drawings and specifications, proposed material fabrication / substitutions, and proposed construction methods. The documents, along with the review results, will be logged and maintained in a filing system and copies of the reviewed documents will be sent electronically to the Contractor and COP.
4. **Testing Observation and Review.** The HDR team will observe field test methods and review laboratory test results for testing identified in the drawings and technical specifications. Results will be checked for general conformance to the specifications as identified in the contract documents.
5. **Review of Shop Drawings and other Submittals.** The HDR team will review contractor generated shop drawings and other submittals for general conformance with the design, specifications and contract documents. The HDR team will make recommendations regarding approval of the submittal or requirements for resubmission for items not meeting the specifications. It is anticipated the submitted documents will comply with the Issued for Construction Documents generated by the HDR team and shall be approved and certified by the Contractor. The HDR team is not responsible for project delays due to incomplete document submittals or if inadequate time is allotted for the review (refer to contract documents for specified review durations).
6. **Project Meetings.**
 - Pre-construction Meeting: The HDR team will provide a technical representative to participate in a pre-construction meeting to answer questions and discuss critical construction activities from a technical perspective.
 - Monthly Progress Meetings: The HDR team will participate in monthly progress meetings with the Contractor and COP. The HDR team will be prepared to discuss interpretations of, and clarifications to the contract documents. The HDR team will also discuss test results and make recommendations with respect to the acceptability of the work.

- Final Inspection and Walkthrough Meeting. The HDR team will participate in the final inspection walkthrough to confirm punch list items have been completed, and the project has been constructed in accordance with the contract documents.
7. **Record Drawings.** The HDR team will review the Contractor's "red-line" drawings, and based on that information will prepare and submit a set of record "as-built" drawings to the COP.

ATTACHMENT B COST PROPOSAL ASSUMPTIONS AND CLARIFICATIONS

This document outlines the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team. The HDR team has made the following assumptions with respect to this cost proposal. This document is integral to the overall proposal and Attachment A – Scope of Work.

PROJECT EXECUTION STRATEGY

- The HDR team will provide engineering services for the design of the marine structures associated with this project.
- The HDR team will work toward the effective integration of the marine structure design with the uplands portion of the project. The uplands portion of the project includes the riverboat excursion plaza design, the riverbank slope development, walkways and roadways, drainage design, lighting and utilities, and associated landscaping.
- The HDR team will provide some permitting and regulatory services, but these will be limited to what is outlined in Attachment A
- HDR will provide some bid phase and construction phases services, but these will be limited to what is outlined in Attachment A.

GENERAL

1. The project duration is assumed to be approximately 36 months and includes client review and response times. HDR is assuming approximately 12 months for engineering design, 3 months for procurement, 18 months for construction, and 3 months for project close out.
2. Data, reporting, and analyses will be in Imperial units.
3. The physical limits of the work are defined as:
 - Marine Structures: The riverfront shoreline east of the flood wall that lies approximately between The Foot of Broadway to the south and Monroe Street to the north. HDR's work is limited to the plot necessary to fit the planned bulkhead and pile supported platform dock adjacent to and along the existing shoreline.
 - Landside Improvements: Defined in the BUILD grant and our proposal, the improvements include four (4) interchanges, a multi-use path, an excursion plaza, landscaping along the riverfront and near the transient dock, utility coordination and the potential to add beneficial technology.
4. The presence of unexploded ordinances, hazardous materials or contaminants is assumed to be non-existent. If discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for a modification to the contract.
5. Historical/cultural items also are assumed not to be present. The contractor's scope of work will outline excavation protocols to be followed per the Programmatic Agreement agreed upon by the COP and the regulatory agencies. If historical/cultural items are discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for any changes to the project scope that will require a modification to the contract.
6. The anticipated design service life of this structure will be the number of years agreed upon by the COP, and that number will be specified in the BOD. However, it should be noted that structures located in close proximity to water bodies often require higher than normal amounts of maintenance and periodic repairs. Such will be the case with the new marine structures constructed as part of

this project. A routine maintenance plan should be generated prior to the in-service date and implemented immediately following construction of the improvements. Generation of this plan is not included in this proposal.

7. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power or motor fuels) to connect to moored vessels. It has been assumed that vessels and riverboats will use self-supplied hoses to connect to existing potable water systems.
8. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power) to otherwise service, clean or maintain the dock area. The only exception to this is that the team will incorporate structural supports for the mounting of light pole structures for area lighting. These lighting structures will be developed by the HDR team and integrated into the dock structure design.
9. If marine navigation lighting is determined to be required then the specification and design of this lighting will be in the HDR team's scope. It is anticipated however, that if required, these lights can be specified as self-contained units with solar panel charged batteries, and therefore will require no connection to utility power for operation.
10. It is assumed that the COP understands that the conceptual design presented in the BUILD proposal, on which this engineering design proposal is based, will only allow for the loading/unloading of one riverboat at a time. The extent of the planned mooring structure system may allow for the mooring of a second vessel when the river level is very high or very low, but typically, because the water level will intersect the sloping ramp design in the mid-section of the structure, only one vessel will fit along the structure's length. Furthermore, the sloping ramp design will only accommodate a single bow, or stern or midship gangway from that single moored vessel, and not a second gangway because the sloped ramp at that second gangway location will either be too high above the vessel or submerged below the waterline. Therefore, concurrent loading or unloading of supplies, crew or servicing staff via a second gangway will not be possible unless that second gangway is in close proximity to the first.
11. It is assumed that some form of safety guardrail will be required along the edge of the dock structure. It is further assumed that this guardrail will need to be designed to have easily removable sections to allow for the riverboat loading/unloading gangway to be dropped anywhere along the sloping dock's length, as the loading/unloading spot will vary with river level and the specific geometry of the moored vessel. The HDR team will propose up to three (3) safety guardrail design alternatives for the COP to review and select from.
12. The dock structure and the approach to it will be designed to be ADA compliant, however the HDR team is not responsible for ADA compliance of the riverboat gangways and how they land and interface with the contour of the sloping dock surface. We can develop a design for a small movable flat and level "landing platform" if requested.
13. The HDR team's scope of work does not include any wireless infrastructure, security cameras, personal address system or other communication or security systems. We have proposed one visioning workshop to identify and discuss possible technologies and applications that may improve the project. Following the workshop, we have included the development of up to five (5) concepts for COP to review. No engineering or design services have been included beyond the development of these five concepts. Once COP establishes the desired improvements (if any), the HDR team can provide a cost proposal for implementation of those improvements into the project.
14. The HDR team's scope does not include the design of any kind of passenger waiting area or passenger weather protection structure.
15. The HDR team's scope of work does not include the design of any restrooms, pet areas, water fountains, seating areas, benches, flagpoles or informational signage other than wayfinding.
16. The HDR team's scope of work does not include public involvement, strategic communications or other project communication. We have assumed the COP will provide those services. The HDR team can provide a cost proposal to assist and/or lead in those efforts if desired.

17. The HDR team's scope of work does not include any temporary structures or provisions for continued riverboat operations during the construction of the project. It assumed that project construction, or construction related activities on or adjacent to the construction site will not interfere with ongoing riverboat loading/unloading operations.

PROJECT SCHEDULE, MEETINGS AND TRAVEL

Project duration is as assumed as noted in "1. GENERAL" of this document. It has been assumed that the project will progress continuously for this duration and provisions have not been made for delays in funding approval, priority changes or other issues that might result in work stoppages for greater than 60 days. Should work stoppages greater than 60 days in duration occur, the HDR team may require a modification to the contract.

Meetings will be attended by the HDR team personnel as outlined below.

1. Internal Meetings (Weekly): HDR team members will meet internally on a weekly basis to discuss tasks, schedules, budgets and action items.
2. External Meetings (Monthly): The HDR project manager and technical leads as appropriate, will meet monthly with the COP and other subconsultants to discuss work accomplished to date, provide a four-week look ahead, and to discuss any coordination, project schedule or budget issues.
3. The HDR team meetings with the COP or other stakeholders on the project will be by teleconference unless specifically noted otherwise in the fee estimate and scope of work.
4. Kick-off Meeting: The HDR Engineer-of-Record (EOR) and Project Manager (PM) will attend an onsite project kickoff meeting and site tour.
5. Design Phase: One of either the HDR EOR or PM will visit the site three times during the 30%, 60% and 90% Design phases.
6. Quarterly COP Status Update Meetings: The HDR team PM will lead quarterly status update meetings with the COP.
7. Bid Phase: One of either the HDR EOR or PM will visit the site once during the bid phase.
8. Construction Phase: The HDR EOR will visit the site six times and PM will visit the site twice during the construction phase.
9. Programmatic Agreement Meetings (external): Four (4) meetings will be held at 30%, 60%, 90% and 100% design intervals for the sole purpose of reviewing drawings with the COP and PA stakeholders.
10. A total project schedule of approximately 36 months has been estimated for this project, beginning with a written Notice-To-Proceed. If the project extends beyond this timeframe, a contract modification and additional fee may be required.

OPINIONS OF PROBABLE COSTS

1. This project will involve preparation of opinions of probable construction costs (OPCC). These costs will be as defined by the AACE International's Recommended Practice document 87R-14.
2. It is anticipated that the following cost levels will be provided:
 - Class 4
 - Class 3
 - Class 2

- Class 1

USE OF EXISTING STRUCTURES / MODIFICATION OF EXISTING FACILITIES

1. Modifications to existing utilities, buildings, facilities, etc. is not included with exception of provisions required to maintain the functionality of the existing river gauge structure and measurement system.
2. The HDR team's scope for demolition of existing structures will be limited to existing walkways and handrails in the planned location of the dock ramp structure, including beyond the extent of the dock as needed for construction access, excavation and clearance.

REGULATORY CLARIFICATIONS

The HDR team will provide limited regulatory permitting assistance, consultation or coordination as outlined in the scope of work. This effort will be limited to review of comments on the engineering design by MARAD and related communication with that agency, and communication with the State of Kentucky regulatory agencies. The HDR team cannot guarantee approved permits will be issued by any regulatory agency.

CONSTRUCTION PHASE SERVICES

The HDR team's observation and monitoring effort performed under construction contracts shall not relieve the construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. The HDR team shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The HDR team shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

DRAWING LIST

A drawing list/sheet count by design phase and final sheet count has been estimated and can be provided upon request. The number and scale of drawings will change and evolve along with the project.

SUBCONSULTANTS

HDR will utilize BFW Engineering & Testing as our primary subconsultant for this project. Additional subconsultants may be required for specialty design or other work as dictated by project needs. These will be reviewed with the COP prior to the implementation of their work.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented

or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.



February 22, 2022

City of Paducah
Attn: Rick Murphy, City Engineer
300 South 5th Street
Paducah KY 42002

RE: Paducah Riverfront Infrastructure Improvement Project
RFQ 2021 – BUILD
Cost Proposal for engineering and related services

Dear Rick,

HDR Engineering, Inc. (HDR) together with BFW Engineering & Testing, Inc. (BFW) are pleased to submit this cost proposal for engineering service for the improvements along the Paducah Riverfront. This submittal includes our understanding of the project, proposed scope of services, assumptions and clarifications, and our estimated fee and schedule.

Attachment A outlines the Scope of Work and Deliverables for the project. Attachment B provides assumptions and clarifications based on our understanding of the scope of work. We understand the primary objective of the project is to provide improved transportation elements and increase the passenger experience for riverboat visitors to Paducah. However, we also understand an improved facility can potentially increase tourism and business for Paducah. We are ready to partner with the City of Paducah on this challenge.

We propose to perform the requested services for the following lump sum fees:

Task 001 Project Management and Controls	\$117,700
Task 002 Basis of Design	\$ 88,000
Task 003 30% Design Development	\$246,000
Task 004 60% Design Development	\$218,000
Task 005 90% Design Development	\$206,000
Task 006 100% Design Development	\$ 38,000
Task 007 Regulatory and Permitting Services	\$192,500
Task 008 Excursion Landing Plaza	\$ 67,200
Task 009 Transportation Improvements	\$ 49,000
Task 010 Landside Improvements near Transient Boat Dock	\$166,000
Task 011 Utilities	\$ 22,000
Task 012 Modern Technology	\$ 32,000
Task 013 Grant Compliance	\$ 37,500
Task 014 Bid Phase Services	\$ 49,600
Task 015 Construction Administration and Construction Observation Services	\$510,000
TOTAL - Engineering and Design	\$1,529,500
TOTAL - Construction Administration and Inspection	\$ 510,000

City of Paducah
Attn: Rick Murphy, City Engineer
Page 2 of 2

The HDR team sincerely appreciates the opportunity to continue forward with this flagship project for the City of Paducah. Please contact us at your convenience to discuss further.

Sincerely,

HDR Engineering, Inc.



Ben R. Edelen
Area Manager / Senior Vice President
ben.edelen@hdrinc.com



J. Shannon Provance, PE
Vice President / Project Manager
shannon.provance@hdrinc.com

Attachments:

Appendix A – SOW and Deliverables
Appendix B – Clarifications and Assumption

ATTACHMENT A SCOPE OF WORK AND DELIVERABLES

This document outlines the Scope of Work, Deliverable and Assumptions and Clarifications for the project. Attachment A defines the basis of the design effort, and it along with the associated fee shall not be changed without a City of Paducah authorized Project Scope Change (PSC) document. Attachment B includes the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team.

The City of Paducah (COP) desires to upgrade its existing riverfront infrastructure through the addition of a new bulkhead and pile supported Riverboat dock structure and excursion landing plaza, by creating improved bike and pedestrian linkage through the addition of multi-use pathways, and through implementing landside improvements near the transient boat dock. The project's primary objective is to provide improved transportation elements and increase the passenger experience for visitors disembarking and embarking the riverboats that currently call on the port. A secondary objective is to provide the COP with an improved facility that can potentially attract future tourism and riverboat business.

TASK 001. Project Management and Controls

The HDR team will provide project management of tasks noted below and for the subsequent tasks listed in this Scope of Work. The work will involve general project management duties such as status reporting, scheduling of manpower and project deliverables, staff assignments, internal coordination meetings, coordination with subconsultants, etc.

- 1. Project Set Up.** The project manager will establish the delivery schedule, plan and schedule resources to execute the work, manage the filing of pertinent project data and establish and manage adequate Quality Control and Safety Plans.
- 2. Project Coordination Meetings.** The project manager will hold meetings that allow for project tracking and task coordination during the project. Meetings include a kick-off with the team, COP, and other stakeholders, as appropriate. Both internal and external team meetings will be scheduled and managed to assist in exchanging information, providing project updates, and scheduling required tasks as the project progresses.

A project duration of 36 months for engineering, permitting, procurement, construction and close-out has been assumed.

- a) **Kick-off Meeting:** An internal kick-off meeting will be conducted to communicate project expectations including scope of work, deliverables, team member assignments and responsibilities and COP communication protocols.
- b) **Team Meetings (internal):** Weekly team meetings will be held with team leads (technical and quality) and appropriate management to communicate relevant information regarding project schedule status, technical issues and scope of work and budgeting modifications (if any).
- c) **Team Meetings (external):** Monthly team meetings will be held with the COP representative(s) and appropriate management to communicate the project schedule status and to obtain direction on other pertinent developments which might affect the overall delivery of the project.
- d) **Project Milestone Meetings (external):** Three (3) scoping meetings will be held at 30%, 60%, and 90% design for the sole purpose of discussing cost projections of current scope compared to

funding budget. Any scope modifications, if required, will be thoroughly discussed and reviewed with COP, and subsequently amended in this document.

- e) **Programmatic Agreement Meetings (external):** Four (4) meetings will be held at 30%, 60%, 90%, and 100% design intervals for the sole purpose of reviewing drawings with the COP, and PA stakeholders defined in the programmatic agreement established as a part of Phase I of this project.
- 3. **Monthly Status Reports.** The project manager will provide a monthly status report to the COP, via email or other electronic means, which will summarize the project scope, schedule and budget status.
- 4. **Quarterly COP Status Update Meetings.** The project manager will lead quarterly status update meetings with the COP.
- 5. **Project Tracking.** The project manager will monitor the project schedule and progress of tasks during the execution phase of the work. Regular updates will be made to internal project health monitoring tools to accurately reflect the progress of the work performed and to estimate the effort to complete remaining tasks.
- 6. **Business Quality Reviews.** The project manager will participate in internal business reviews which are intended to proactively identify issues which may affect COP schedules, quality of deliverables, staff availability or project budget. As a minimum, the reviews will occur at the beginning of the project (0%) and at quarter points throughout the year.
- 7. **Contract Close Out.** The HDR project manager and team will close the project upon completion of the work. This will include reviewing the contract and scope of work to verify deliverables have been made, electronic files have been filed properly and that all invoicing has been issued by HDR and paid by the COP. A debrief meeting will be held with the COP, if requested.
- 8. **Quality Control.** Deliverables will be reviewed prior to submittal to the COP per HDR's pre-established quality control review process and the project specific quality control program. The quality control manager assigned to the project will be responsible for ensuring the program is implemented and that review comments are resolved and incorporated prior to submission. Effort for QC reviews will be accounted for under each individual task.

TASK 002. Basis of Design (BOD)

The HDR team anticipates the new dock will be a combination sheet pile bulkhead and pier supported wharf descending the slope along the riverbank as was outlined in the selected concept previously presented in the Build Proposal. References to 'landside improvements' included herein are defined as follows:

- Intersection modifications
- The addition of multi-use pathways
- Landside transient boat dock improvements,
- The excursion landing plaza
- Wayfinding, bus shelters, and other ancillary items,
- A technology workshop, to develop concepts for new technology to potentially be added to the project. These concepts may include broadband, emergency call boxes, security cameras and internet access.

The HDR team will develop a Basis of Design for each significant project component in accordance with applicable local, state, federal and industry codes and standards, and with information and direction provided by the COP.

Basis of Design (BOD). The HDR team will develop a BOD document that will establish the following information to be used in the development of the dock design and landside improvements:

a) Site & Environmental Conditions:

1. Existing bathymetry and topography in the vicinity of the dock. Bathymetric and topographic information will be obtained by the HDR team from existing public records and/or new subconsultant topographic and bathymetric surveys.
2. Range of operational water surface elevations determined through discussions with COP.
3. Structural and geotechnical design parameters.
4. Topographical survey for landside improvements.
5. Permitting requirements as determined by regulatory authorities and the programmatic agreement.
6. Review and combination of existing utility infrastructure based on recent project history.

b) Operational and Functional Considerations

1. Desired Top of Dock Elevation, Slope of Incline, and Bottom of Dock Elevation
2. Desired Plan Layout
3. Desired Dock surface material
4. Vessel Data and Approach Conditions
5. Number of Vessels Loaded and/or Moored Concurrently
6. Desired Mooring Hardware and Appurtenances
7. Passenger Loading and Unloading Logistics Plan
8. Dock Lighting Requirements
9. Safety Guardrails and Equipment
10. Security Fencing or Barriers
11. Emergency and Other Vehicle Access
12. Operational Requirements during Construction
13. Landside Improvement Lighting Requirements
14. Landside Improvements Utility Requirements (Electrical)
15. Landside Improvements User/Traffic Pattern Considerations for Ancillary Items, Multi-Use Path, and Intersection Design
16. Landside Improvement Landscape and Hardscape Features

c) Facility Design Life Expectancy

d) Design Loads

1. Dead Loads
2. Vehicular and Equipment Loads
3. Impact Loads
4. At-Berth Vessel Loads
5. Environmental Loads
6. Seismic Loads
7. Load Combinations

- e) Design Methodology
- f) Design Codes and References
- g) The HDR Team will perform a geotechnical investigation for the project components. A geotechnical report will be generated with recommended geotechnical design information. Geotechnical tables and figures with information pertinent to the design will be incorporated into the drawings and plan set.

The BOD document will be submitted to COP for review and comment prior to commencement of the 30% Design phase.

TASK 003. 30% Design Development

The HDR team will develop a 30% Design for the layout and construction of the improvements based on the Basis of Design, conceptual drawings, and COP comments. The anticipated drawings and technical specifications to be developed for the 30% Design are listed in Task 3.7 below.

1. **Bulkhead Design.** The HDR team will design a dock structure in two sections, the first section upper dock section is proposed to be an anchored sheet pile bulkhead. The structure will be designed to satisfy the agreed BOD. The structure will generally descend along the bank of the river allowing river boat gangway access throughout the length for a defined range of river levels.
2. **Pile Supported Wharf Design.** The bulkhead wall will transition to a pile support dock structure descending at the same slope into the water to allow an adequate depth of water for the river boat at berth. The structure will be designed to satisfy the agreed BOD.
3. **Mooring / Breasting Structures Design.** The HDR team will design a series of mooring and breasting structures adjacent to the dock platform structures providing a breasting line and mooring points for the river boats. The structures will be designed to satisfy the agreed BOD. The mooring/breasting structures will be either monopile structures or tripod style structures independent of the dock structure to allow for differential structure movements. The mooring bollards and fendering will be designed to allow the river boat to berth at the design levels of the river as agreed in the BOD.
4. **Shore Protection.** The HDR team will design shore protection structures for the local environmental conditions and design loads outlined in the BOD. The aesthetics of the shore protection will be coordinated with the landscape architects to meet the design intent of the facility.
5. **Site Grading Plans.** Grading plans will be provided in the area immediately land side of the dock structure, excursion landing plaza, and landside improvements occurring near the transient boat dock. Drainage near the dock will be coordinated with the overall drainage plan for the project site. It is anticipated that drainage will be designed to flow into existing underground conveyance systems or surface features to allow shedding of rainfall run off. An effort will be made to minimize off-site disposal of excavated materials and to balance cut and fill operations on site. The HDR team will coordinate with the Geotechnical Team members regarding fill material acceptability with respect to structural requirements.

6. **Landside Improvement Plans.** In addition to site grading plans, conceptual site plans will be provided showing the excursion landing plaza, utilities, general landscape architecture layouts, wayfinding, intersection improvements and multi-use path layouts.
7. **Area Lighting and Utility Design.** The HDR team will coordinate and provide supports for area lights and or utility vaults or stanchions located on the dock structure. Lighting design for landside improvements will be coordinated with the dock structure and existing lighting within the riverfront area.
8. **Drawings and Technical Specifications for 30% Submittal.** The HDR team CAD standards will be used, and drawings will be submitted in AutoCAD unless otherwise instructed prior to beginning the work.
Drawing Production. The HDR team anticipates generating approximately 30 drawings for the 30% Design submittal.
Technical Specifications. The HDR team will prepare technical specifications for design, procurement, construction, testing and quality control. Technical specifications will cover material and other project specific requirements not presented on the drawings. The specifications will be presented in an 8 ½ x 11 comb bound format.
The HDR team anticipates generating approximately 60 technical specifications.
The drawings and technical specifications will be submitted to COP for review and comment and a 30% Design review meeting will be scheduled with the COP prior to proceeding to 60% Design.
9. **Quality Control and Coordination.** The HDR team will provide quality control for the design and preparation of construction drawings, technical specifications and bid form.
10. **Geotechnical Investigation.** The HDR team will coordinate with the Geotechnical staff to obtain soil samples, outline the design work which will be performed, describe testing parameters, and develop a report of findings. Geotechnical recommendations will be included for foundations for project components as well as generalized construction recommendations for the overall site.
11. **Prepare Opinion of Cost (Class 4).** The HDR team will prepare an opinion of probable project costs (OPPC) for the developed concept. The OPPC for this submittal will be based on a Class 4 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on project specifics and HDR's best practices document. Class 4 estimates are generally prepared on very limited information and may be based on general arrangement layouts. The typical purpose of a Class 4 estimate is for a conceptual study or preliminary budget approval. This Class 4 estimate has an estimated range of -30% to +50% with a typical contingency of 30%.

Opinions of probable project cost will be made on the basis of the team experience and qualifications and represent our judgment as experienced and qualified professionals generally familiar with the industry. However, since the HDR team has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the HDR team cannot and does not guarantee that proposals, bids, or actual project cost will not vary from opinions of probable costs submitted.

If COP wishes greater assurance as to probable costs, consideration should be given to retaining an independent cost estimator, which can be provided as a subconsultant to the project but is not included in this scope. Upon COP approval of the additional cost, the HDR team can meet with local contractors to obtain a review of the costs opinions and to assist with their validation of our opinion of costs.

- 12. *Opinions of Probable Project Schedule (OPPS).*** The HDR team will prepare an opinion of probable project schedule based on the 30% Design drawings and specifications.

TASK 004. 60% Design Development

The HDR team will develop a 60% Design for the layout and construction of the improvements based on the 30% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 60% Design are listed in Task 4.7 below.

1. ***Bulkhead Design.*** The HDR team will continue with the engineering of the bulkhead to the 60% Design.
2. ***Pile Supported Wharf Design.*** The HDR team will continue with the engineering of the pile supported wharf to the 60% Design.
3. ***Mooring / Breasting Structures Design.*** The HDR team will continue with the engineering of the mooring/breasting structures to the 60% Design.
4. ***Shore Protection.*** The HDR team will continue with the engineering of the shore protection to the 60% Design.
5. ***Site Grading Plans.*** The HDR team will continue with the engineering of the grading plans to the 60% Design.
6. ***Landside Improvement Plans.*** The HDR team will continue with the engineering of the landside improvement plans to the 60% Design.
7. ***Area Lighting and Utility Design.*** The HDR team will continue with the engineering of the area lighting and utilities to the 60% Design.
8. ***60% Submittal.***

Drawing Production. The HDR team anticipates generating approximately 70 drawings for the dock structures for the 60% Design submittal. As the dock design evolves from 30% to 60% stage it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the dock structures. As the dock design evolves from 30% to 60% stage it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 60% Design review meeting will be scheduled with the COP prior to proceeding to 90% Design.

9. ***Quality Control and Coordination.*** The HDR team will provide quality control for the 60% design of the dock and the preparation of construction drawings, technical specifications and bid form.
10. ***Geotechnical Investigation.*** The HDR team will continue with the review of the report findings and their application to the 60% design.
11. ***Prepare Opinion of Cost (Class 3).*** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 3 estimate as generally

defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on HDR's best practices document. Class 3 estimates are generally prepared based on detail take-offs, supplier quotations for major equipment, and crew/equipment daily rates. The typical purpose of a Class 3 estimate is for funding authorization. This Class 3 estimate has an estimate range of -20% to +30% with a contingency of 25%.

- 12. Opinion of Probable Project Schedule (OPPS).** The HDR team will prepare an opinion of probable project schedule based on the 60% Design drawings and specifications.

TASK 005. 90% Design Development

The HDR team will develop a 90% Design for the layout and construction of the improvements based on the 60% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 90% Design are identified in Task 5.7 below.

The 90% Design sub-tasks **5.1- 5.6, 5.8** and **5.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 60% Design to the 90% Design.

7. 90% Submittal.

Drawing Production. The HDR team anticipates generating approximately 75 drawings for the dock structures and landside improvements for the 90% Design submittal. As the design evolves from 60% to 90% it may become apparent that adjustments to the number of drawings are necessary and the submittal totals may deviate based on scaling, etc.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications for the design. As the dock design evolves from 60% to 90% it may become apparent that additional specifications are necessary and will be added to the submittal.

The drawings and technical specifications will be submitted to COP for review and comment and a 90% Design review meeting will be scheduled with the COP prior to proceeding to 100% Design.

- 10. Prepare Opinion of Cost (Class 2).** The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 2 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the HDR best practices document. Class 2 estimates are generally prepared based on actual surveys, scaled site plans, with defined quantities for large cost items, and supplier quotations. The typical purpose of a Class 2 estimate is for project control. This Class 2 estimate has an estimate range of -15% to +20% with a contingency of 15%.

- 11. Opinion of Probable Project Schedule (OPPS).** The HDR team will prepare an opinion of probable project schedule based on the 90% Design drawings and specifications.

TASK 006. 100% Design Development

The HDR team will develop a 100% Design for the layout and construction of the improvements based on the 90% Design and COP comments. The anticipated drawings and technical specifications to be developed for the 100% Design are listed in Task 6.7 below.

The 100% Design sub-tasks **6.1- 6.6, 6.8 and 6.9** will be similar in description to sub-tasks 4.1- 4.6, 4.8 and 4.9 as the engineering continues from the 90% Design to the 100% Design.

7. 100% Submittal

Drawing Production. The HDR team anticipates generating approximately 75 drawings for design for the 100% Design submittal. As the design evolves from 90% to 100% it may become apparent that additional drawings are necessary and will be added to the submittal.

Technical Specifications. The HDR team anticipates generating approximately 60 technical specifications. As the dock design evolves from 90% to 100% it may become apparent that additional specification(s) are necessary and will be added to the submittal.

10. Prepare Opinion of Cost (Class 1). The HDR team will prepare an opinion of probable project costs (OPPC) for the concepts developed. The OPPC for this submittal will be based on a Class 1 estimate as generally defined by *AACE International Recommended Practice No. 87R-14 - Cost Estimate Classification System* with a contingency added based on the the HDR team's best practice document. Class 1 estimates are generally prepared based on a signed and sealed drawing and specification package. The typical purpose of a Class 1 estimate is for bidding by contractors. This Class 1 estimate has an estimate range of -10% to +15% with a contingency of 10%.

11. Opinion of Probable Project Schedule (OPPS). The HDR team will prepare an opinion of probable project schedule based on the 100% Design drawings and specifications.

TASK 007. Regulatory and Permitting Services

COP is currently under contract with BFW Engineering & Testing, where HDR is a subconsultant, for environmental services and compliance for this project. We understand that the environmental portion of the project will be regulated by a Programmatic Agreement (PA) that is currently being negotiated with COP, in addition to standard regulatory requirements. Based on the current draft version dated January 24, 2022, the following regulatory and permitting services may be required as part of this new contract with the HDR team:

- 1. Additional Surveys** – Based on the final PA, additional archaeological survey as well as cultural historic surveys will be required once the final design plans have reached 60% completion. Once finalized design and construction plans are available, the KY-SHPO and Osage Nation will determine where the APE is based on specific areas which may be affected, and what additional survey may be required. The HDR team will complete additional archaeological and cultural surveys as dictated by KY-SHPO and Osage Nation.
- 2. Survey Reviews and Oversight** – Once additional surveys have been conducted, additional project review will be performed by KY-SHPO, Osage Nation, and MARAD. The HDR team will provide project oversight for these reviews.
- 3. Environmental Permitting** – Once final design has been completed, the HDR team will prepare the permit applications required for submission to USACE for 404 compliances as well as Section 10, Kentucky Division of Water (KDOW) 401 Clean Water Act, and FEMA floodplain permitting. Management support will also be provided for document submittals, document reviews, and on-going coordination for obtaining the required permits. The HDR team will provide necessary design drawings for submission. The HDR team will provide general location maps and topographic maps as required.

4. **Additional EA Requirements** – If any additional reviews or edits for the original EA are required by MARAD during Phase II, the HDR team will be responsible for preparing the required edits to the original EA. The HDR team will review these edits prior to submission to MARAD.
5. **FEMA No Rise Certification** – The Kentucky Division of Water (KDOW) floodplain section will require a no rise certification for the construction of the dock in a floodway to show that the project will not affect the current floodway elevations of the Ohio River. The placement of the dock and piers within a FEMA Floodway Boundary will require an evaluation and summary of the water surface impacts to the 1%-annual-chance Base Flood Elevation as a result of these riverfront improvements. The HDR hydraulic engineering team will collect the appropriate effective FEMA information, terrain and bathymetric data, and hydraulic structure record data for the study area to be used in the modeling effort. We will use this information to develop both existing and proposed conditions. We will also use the current FEMA Effective 1%-annual chance flood flows in the analysis.

TASK 008. Excursion Landing Plaza

As a part of this project, the HDR team will design an excursion landing plaza. We understand the excursion landing plaza should include an aesthetically pleasing design, welcoming visitors to the downtown corridor of Paducah. The HDR team will coordinate the excursion landing plaza design with additional downtown development projects, which will ultimately create an enhanced user experience for docking passengers. A cohesive design linking the dock structure and the downtown corridor will be provided. The excursion landing plaza is anticipated to be primarily concrete material, and we anticipate passengers will move through the area quickly. Shelters will not be incorporated at the plaza. Lighting will be incorporated as stakeholders determine user needs.

TASK 009. Transportation Improvements

The HDR team will provide transportation design, including curb extensions, grading, signalized cross walks, and bus shelters along with intersection improvements at the following intersections: North 6th Street and Park Avenue, North 5th Street and Madison Street, and North 3rd Street and Jefferson Street. The design will incorporate a multi-use path to accommodate bike and pedestrian traffic from the Convention Center to the downtown corridor. Additionally, wayfinding will be incorporated along the multi-use path.

TASK 010. Landside Improvements near Transient Boat Dock

The HDR team understands that one of the primary components of this project is to improve land use near the transient boat dock. The land area adjacent to the transient boat dock will be designed with green space and seating alternatives, guided by COP stakeholders. Further defined concepts will be included at 30% for discretionary purposes. Two (2) borings will be performed near the old Executive Inn site to determine design requirements for that area.

TASK 011. Utilities

The design team will coordinate water, wastewater and stormwater utilities and drainage for each project component. Paducah Water, Joint Sewer Agency, COP, and other private utility companies will be invited to external progress meetings. It is understood that the dock structure will need electricity for lighting, but it is not anticipated to need fuel or water services. An extension of the existing potable water system will be included for riverboats to use hoses for potable water access near the top of the slope.

TASK 012. Modern Technology

The HDR team understands the COP's desire to use technology to enhance the experience of visitors and residents using the riverfront and park. The HDR team has included one visioning workshop in this scope of work, which would occur prior to the initiation of Modern Technology design and engineering. The purpose of the visioning workshop is to identify and discuss possible existing and emerging technologies and applications that may improve the quality of life of the project users, residents and businesses both inside and in the immediate surrounding community. Numerous potential technological improvements were discussed in our proposal and each can be thoroughly discussed during the visioning workshop. Once COP establishes the desired improvements, the HDR team can provide a cost proposal for implementation of those concepts into the project.

TASK 013. Grant Compliance

The HDR team will provide oversight for conformance and compliance with the grant funding source, for the duration of this project from startup to close-out. This will include establishing milestones and dependencies in the project implementation process to verify that activities are not completed prior to adherence to funding requirements. The HDR team will assist the COP with reporting documents required by MARAD including quarterly progress reports, final progress and financial reports, pre- and post- performance measurement reports and project outcome reports. The HDR team will also assist the COP in establishing approval processes for requesting disbursement of funds in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards. The HDR team will also assist COP with labor requirements in accordance with the Davis Bacon Act, verify compliance with Buy American provisions, and assist with procurement compliance during the bidding process including solicitation of MBE/WBE contractors, suppliers and subcontractors.

TASK 014. Bid Phase Services

The HDR team will provide bid phase services to assist the COP with solicitation of bids from contractors, advertisement of the project and evaluation of the bids. The HDR team will assist the COP with the bid opening, evaluation of bids and interview the preferred bidder.

1. **Solicitation of Bids.** Assist the COP with the solicitation of bids to at least three (3) experienced contractors. The HDR team will identify contractors who have performed similar type work and will provide bid solicitation requirements including general scope of work, bid duration and bid deadline. Approximate value of the work will not be discussed unless specifically authorized by the COP.
2. **Pre-Bid Meeting.** The HDR team will lead a mandatory pre-bid meeting in person with COP staff and interested parties held at a COP conference room. The HDR team will be available to answer questions and clarify issues that may arise based on the drawings and specifications.
3. **Respond to Contractor Questions.** The HDR team will respond to contractor and owner questions and inquiries during the bidding process. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
4. **Issue Contract Addenda.** Prepare and issue contract addenda needed to clarify the intent and expectations of the contract documents. All communication will be via email distribution and will be copied to the COP as well as all other bidders.
5. **Bid Opening.** The HDR team will attend the bid opening meeting, conducted by the COP, virtually or in-person. The HDR team will provide an unofficial review of bids and announce the apparent low bidder. Design team representatives will be available to answer any remaining questions regarding technical components.
6. **Bid Tabulation.** It is anticipated that the COP will receive the bids from contractors. The HDR team will provide bid evaluation and assist with generating the bid tabulation worksheet to allow the COP to compare line item bid items and the overall bid price for the work.

7. **Letter of Recommendation.** The HDR team will provide a letter of recommendation for the lowest evaluated bid for the project and include the bid tabulation data in the letter.
8. **Bid Documents.** Bid documents will be prepared using the City of Paducah's front-end specifications and will include any documents required by federal funding authorities. Notice of Award and Notice to Proceed forms will be completed and approved by COP for issuance to the awarded contractor.
9. **Contractor Interviews.** It is anticipated the design team and COP will receive and evaluate the bids from contractors. During the interview the HDR team will discuss project execution, approaches to the work, and staffing and scheduling of the project. Following these services, a letter will be issued to the COP describing the results of the meeting. The HDR team will identify clarifications or additional information that might be required, if any, to recommend award of the contract.
10. **Preparation of an 'Issued for Construction' Package.** The HDR team will integrate updates or addendum items into the 'Issued for Bid' documents and prepare an 'Issued for Construction' package.

TASK 015. Construction Administration and Construction Observation Services

The HDR team will provide construction phase services as follows:

1. **Onsite Representative.** The HDR team will provide one full-time onsite engineering representative.
2. **Periodic Site Visits.** The HDR team will periodically send the Engineer of Record (EOR) and/or other technical representatives to the site for construction observation to determine if the work is being performed in accordance with the plans and specifications. The HDR team will provide personnel for job specific project oversight that will be directly related to Archaeological Monitoring, geotechnical, or environmental oversight that will be required.
3. **Requests for Information.** The HDR team will provide written clarifications and responses to the Contractor's questions regarding specific requirements of the construction drawings and specifications, proposed material fabrication / substitutions, and proposed construction methods. The documents, along with the review results, will be logged and maintained in a filing system and copies of the reviewed documents will be sent electronically to the Contractor and COP.
4. **Testing Observation and Review.** The HDR team will observe field test methods and review laboratory test results for testing identified in the drawings and technical specifications. Results will be checked for general conformance to the specifications as identified in the contract documents.
5. **Review of Shop Drawings and other Submittals.** The HDR team will review contractor generated shop drawings and other submittals for general conformance with the design, specifications and contract documents. The HDR team will make recommendations regarding approval of the submittal or requirements for resubmission for items not meeting the specifications. It is anticipated the submitted documents will comply with the Issued for Construction Documents generated by the HDR team and shall be approved and certified by the Contractor. The HDR team is not responsible for project delays due to incomplete document submittals or if inadequate time is allotted for the review (refer to contract documents for specified review durations).
6. **Project Meetings.**
 - Pre-construction Meeting: The HDR team will provide a technical representative to participate in a pre-construction meeting to answer questions and discuss critical construction activities from a technical perspective.
 - Monthly Progress Meetings: The HDR team will participate in monthly progress meetings with the Contractor and COP. The HDR team will be prepared to discuss interpretations of, and clarifications to the contract documents. The HDR team will also discuss test results and make recommendations with respect to the acceptability of the work.

- Final Inspection and Walkthrough Meeting. The HDR team will participate in the final inspection walkthrough to confirm punch list items have been completed, and the project has been constructed in accordance with the contract documents.
7. **Record Drawings.** The HDR team will review the Contractor's "red-line" drawings, and based on that information will prepare and submit a set of record "as-built" drawings to the COP.

ATTACHMENT B COST PROPOSAL ASSUMPTIONS AND CLARIFICATIONS

This document outlines the Assumptions and Clarifications for the project. HDR will serve as the prime consultant for this contract, and will utilize BFW Engineering & Testing, Inc. as our primary subconsultant, collectively referred to as the HDR team. The HDR team has made the following assumptions with respect to this cost proposal. This document is integral to the overall proposal and Attachment A – Scope of Work.

PROJECT EXECUTION STRATEGY

- The HDR team will provide engineering services for the design of the marine structures associated with this project.
- The HDR team will work toward the effective integration of the marine structure design with the uplands portion of the project. The uplands portion of the project includes the riverboat excursion plaza design, the riverbank slope development, walkways and roadways, drainage design, lighting and utilities, and associated landscaping.
- The HDR team will provide some permitting and regulatory services, but these will be limited to what is outlined in Attachment A
- HDR will provide some bid phase and construction phases services, but these will be limited to what is outlined in Attachment A.

GENERAL

1. The project duration is assumed to be approximately 36 months and includes client review and response times. HDR is assuming approximately 12 months for engineering design, 3 months for procurement, 18 months for construction, and 3 months for project close out.
2. Data, reporting, and analyses will be in Imperial units.
3. The physical limits of the work are defined as:
 - Marine Structures: The riverfront shoreline east of the flood wall that lies approximately between The Foot of Broadway to the south and Monroe Street to the north. HDR's work is limited to the plot necessary to fit the planned bulkhead and pile supported platform dock adjacent to and along the existing shoreline.
 - Landside Improvements: Defined in the BUILD grant and our proposal, the improvements include four (4) interchanges, a multi-use path, an excursion plaza, landscaping along the riverfront and near the transient dock, utility coordination and the potential to add beneficial technology.
4. The presence of unexploded ordinances, hazardous materials or contaminants is assumed to be non-existent. If discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for a modification to the contract.
5. Historical/cultural items also are assumed not to be present. The contractor's scope of work will outline excavation protocols to be followed per the Programmatic Agreement agreed upon by the COP and the regulatory agencies. If historical/cultural items are discovered, work will be stopped, the appropriate authorities will be contacted to address the issue, a modified scope document will be prepared, and the HDR team will seek approval from the COP for any changes to the project scope that will require a modification to the contract.
6. The anticipated design service life of this structure will be the number of years agreed upon by the COP, and that number will be specified in the BOD. However, it should be noted that structures located in close proximity to water bodies often require higher than normal amounts of maintenance and periodic repairs. Such will be the case with the new marine structures constructed as part of

this project. A routine maintenance plan should be generated prior to the in-service date and implemented immediately following construction of the improvements. Generation of this plan is not included in this proposal.

7. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power or motor fuels) to connect to moored vessels. It has been assumed that vessels and riverboats will use self-supplied hoses to connect to existing potable water systems.
8. The HDR team's scope of work does not include the design of any utility systems (i.e. potable water, gray water, sanitary sewer, communications, electrical power) to otherwise service, clean or maintain the dock area. The only exception to this is that the team will incorporate structural supports for the mounting of light pole structures for area lighting. These lighting structures will be developed by the HDR team and integrated into the dock structure design.
9. If marine navigation lighting is determined to be required then the specification and design of this lighting will be in the HDR team's scope. It is anticipated however, that if required, these lights can be specified as self-contained units with solar panel charged batteries, and therefore will require no connection to utility power for operation.
10. It is assumed that the COP understands that the conceptual design presented in the BUILD proposal, on which this engineering design proposal is based, will only allow for the loading/unloading of one riverboat at a time. The extent of the planned mooring structure system may allow for the mooring of a second vessel when the river level is very high or very low, but typically, because the water level will intersect the sloping ramp design in the mid-section of the structure, only one vessel will fit along the structure's length. Furthermore, the sloping ramp design will only accommodate a single bow, or stern or midship gangway from that single moored vessel, and not a second gangway because the sloped ramp at that second gangway location will either be too high above the vessel or submerged below the waterline. Therefore, concurrent loading or unloading of supplies, crew or servicing staff via a second gangway will not be possible unless that second gangway is in close proximity to the first.
11. It is assumed that some form of safety guardrail will be required along the edge of the dock structure. It is further assumed that this guardrail will need to be designed to have easily removable sections to allow for the riverboat loading/unloading gangway to be dropped anywhere along the sloping dock's length, as the loading/unloading spot will vary with river level and the specific geometry of the moored vessel. The HDR team will propose up to three (3) safety guardrail design alternatives for the COP to review and select from.
12. The dock structure and the approach to it will be designed to be ADA compliant, however the HDR team is not responsible for ADA compliance of the riverboat gangways and how they land and interface with the contour of the sloping dock surface. We can develop a design for a small movable flat and level "landing platform" if requested.
13. The HDR team's scope of work does not include any wireless infrastructure, security cameras, personal address system or other communication or security systems. We have proposed one visioning workshop to identify and discuss possible technologies and applications that may improve the project. Following the workshop, we have included the development of up to five (5) concepts for COP to review. No engineering or design services have been included beyond the development of these five concepts. Once COP establishes the desired improvements (if any), the HDR team can provide a cost proposal for implementation of those improvements into the project.
14. The HDR team's scope does not include the design of any kind of passenger waiting area or passenger weather protection structure.
15. The HDR team's scope of work does not include the design of any restrooms, pet areas, water fountains, seating areas, benches, flagpoles or informational signage other than wayfinding.
16. The HDR team's scope of work does not include public involvement, strategic communications or other project communication. We have assumed the COP will provide those services. The HDR team can provide a cost proposal to assist and/or lead in those efforts if desired.

17. The HDR team's scope of work does not include any temporary structures or provisions for continued riverboat operations during the construction of the project. It assumed that project construction, or construction related activities on or adjacent to the construction site will not interfere with ongoing riverboat loading/unloading operations.

PROJECT SCHEDULE, MEETINGS AND TRAVEL

Project duration is as assumed as noted in "1. GENERAL" of this document. It has been assumed that the project will progress continuously for this duration and provisions have not been made for delays in funding approval, priority changes or other issues that might result in work stoppages for greater than 60 days. Should work stoppages greater than 60 days in duration occur, the HDR team may require a modification to the contract.

Meetings will be attended by the HDR team personnel as outlined below.

1. Internal Meetings (Weekly): HDR team members will meet internally on a weekly basis to discuss tasks, schedules, budgets and action items.
2. External Meetings (Monthly): The HDR project manager and technical leads as appropriate, will meet monthly with the COP and other subconsultants to discuss work accomplished to date, provide a four-week look ahead, and to discuss any coordination, project schedule or budget issues.
3. The HDR team meetings with the COP or other stakeholders on the project will be by teleconference unless specifically noted otherwise in the fee estimate and scope of work.
4. Kick-off Meeting: The HDR Engineer-of-Record (EOR) and Project Manager (PM) will attend an onsite project kickoff meeting and site tour.
5. Design Phase: One of either the HDR EOR or PM will visit the site three times during the 30%, 60% and 90% Design phases.
6. Quarterly COP Status Update Meetings: The HDR team PM will lead quarterly status update meetings with the COP.
7. Bid Phase: One of either the HDR EOR or PM will visit the site once during the bid phase.
8. Construction Phase: The HDR EOR will visit the site six times and PM will visit the site twice during the construction phase.
9. Programmatic Agreement Meetings (external): Four (4) meetings will be held at 30%, 60%, 90% and 100% design intervals for the sole purpose of reviewing drawings with the COP and PA stakeholders.
10. A total project schedule of approximately 36 months has been estimated for this project, beginning with a written Notice-To-Proceed. If the project extends beyond this timeframe, a contract modification and additional fee may be required.

OPINIONS OF PROBABLE COSTS

1. This project will involve preparation of opinions of probable construction costs (OPCC). These costs will be as defined by the AACE International's Recommended Practice document 87R-14.
2. It is anticipated that the following cost levels will be provided:
 - Class 4
 - Class 3
 - Class 2

- Class 1

USE OF EXISTING STRUCTURES / MODIFICATION OF EXISTING FACILITIES

1. Modifications to existing utilities, buildings, facilities, etc. is not included with exception of provisions required to maintain the functionality of the existing river gauge structure and measurement system.
2. The HDR team's scope for demolition of existing structures will be limited to existing walkways and handrails in the planned location of the dock ramp structure, including beyond the extent of the dock as needed for construction access, excavation and clearance.

REGULATORY CLARIFICATIONS

The HDR team will provide limited regulatory permitting assistance, consultation or coordination as outlined in the scope of work. This effort will be limited to review of comments on the engineering design by MARAD and related communication with that agency, and communication with the State of Kentucky regulatory agencies. The HDR team cannot guarantee approved permits will be issued by any regulatory agency.

CONSTRUCTION PHASE SERVICES

The HDR team's observation and monitoring effort performed under construction contracts shall not relieve the construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. The HDR team shall not control or have charge of, and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. The HDR team shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.

DRAWING LIST

A drawing list/sheet count by design phase and final sheet count has been estimated and can be provided upon request. The number and scale of drawings will change and evolve along with the project.

SUBCONSULTANTS

HDR will utilize BFW Engineering & Testing as our primary subconsultant for this project. Additional subconsultants may be required for specialty design or other work as dictated by project needs. These will be reviewed with the COP prior to the implementation of their work.

ORDINANCE NO. 2022 ____ - _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SHORT FORM AGREEMENT WITH HDR, INC., IN THE AMOUNT OF \$2,039,500 FOR THE ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE FY19 BUILD GRANT

WHEREAS, in November, 2019, the City of Paducah was awarded the Better Utilizing Investments To Leverage Development (BUILD) Grant in the amount of \$10.4 million for construction of an excursion pier and plaza, transient dock landing improvements, and four intersection improvements and a multi-use pathway; and

WHEREAS, in September 2021 the City received MARAD (Maritime Administration) approval to being expending pre-incurred grant match funds on design and engineering; and

WHEREAS, the Engineering Department received Requests For Qualifications for professional services for engineering design and construction administration on October 26, 2021; and

WHEREAS, HDR and subcontractor BFW submitted the only Statement of Qualifications which was reviewed and found to be responsive to the Request For Qualifications; and

WHEREAS, the City now desires to enter into a Short Form Agreement with HDR, Inc. for engineering design and construction administration services for the BUILD FY2019 Grant.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah authorizes the Mayor to execute Short Form Agreement with HDR, Inc., in the amount of \$2,039,500, for the engineering design and construction administration services for the BUILD FY2019 Grant.

SECTION 2. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 8, 2022

Adopted by the Board of Commissioners, _____

Recorded by Lindsay Parish, City Clerk, _____

Published by The Paducah Sun, _____

\ord\eng\short form agree- HDR – FY 2019 BUILD Grant 2022

Agenda Action Form

Paducah City Commission

Meeting Date: March 8, 2022

Short Title: Consensual annexation of 185 Lion's Den Lane - **J SOMMER**

Category: Ordinance

Staff Work By: Josh Sommer, Nicholas Hutchison

Presentation By: Josh Sommer

Background Information: The property owners of 185 Lion's Den Lane, Ms. Nicole Martinez-Griffin and Mr. Chris Griffin, have requested annexation into the City limits of Paducah. Currently there is a metal building on the property that is non-conforming in McCracken County. The Petitioners' wish to utilize the building to move Tenacity Training, which is a gym, into the building. Upon annexation, the Planning staff would propose a B-1, Convenience & Service Zone, designation for the property. The rezoning request would be heard before the Paducah Planning Commission and would become effective 21 days after their recommendation unless a petitioner requests the rezoning case be heard before the City Commission. The Petitioners would like to expand the building upon annexation and rezoning.

Does this Agenda Action Item align with a Commission Priority? Yes

If yes, please list the Commission Priority: Annexation Priority.

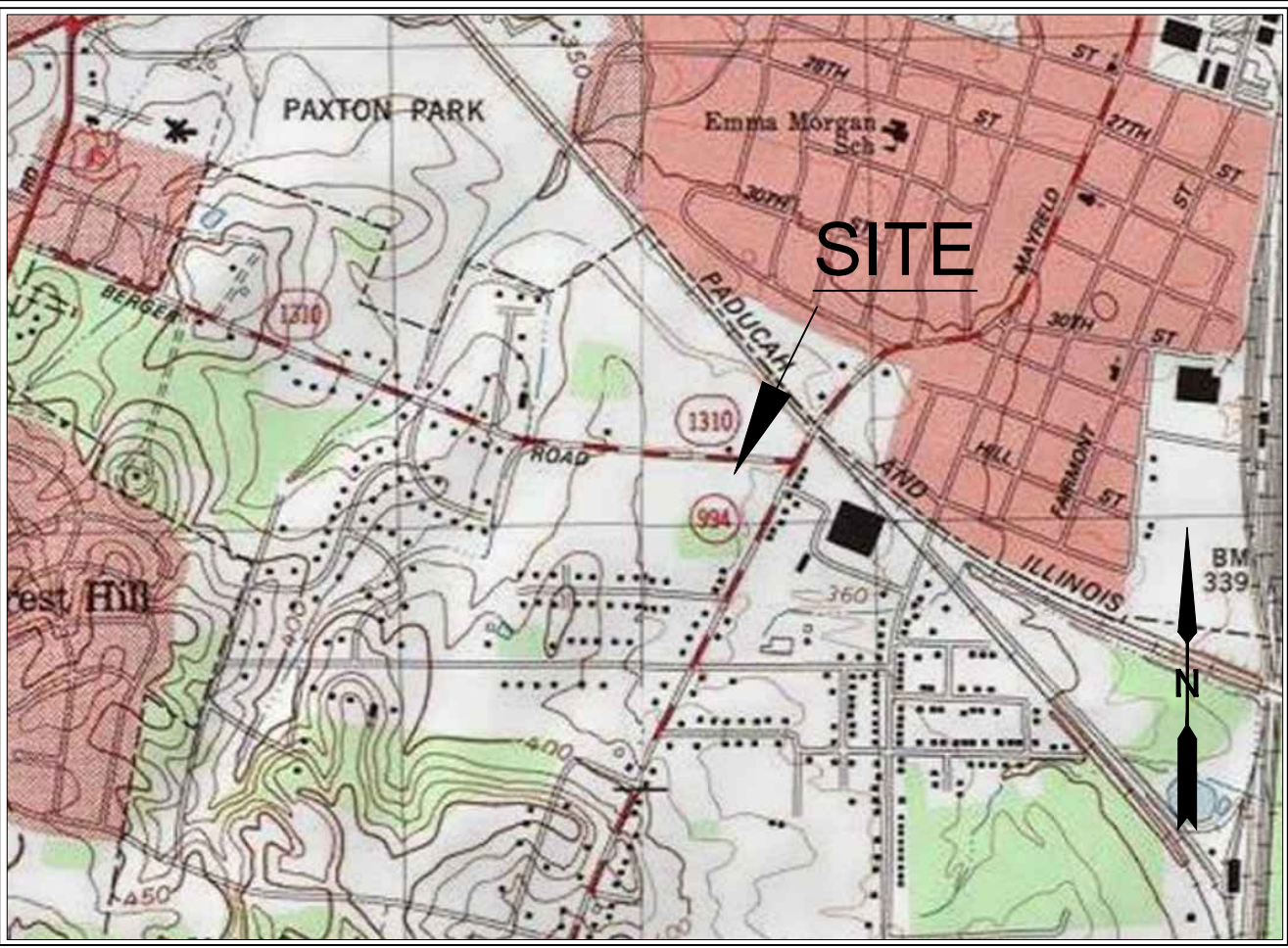
Communications Plan:

Funds Available: Account Name:
Account Number:

Staff Recommendation: Staff recommends approval

Attachments:

1. ANNEXATION PLAT LIONS DEN LANE
2. LEGAL DESCRIPTION- LIONS DEN ANNEXATION
3. Signed annexation letter
4. ORD - Annex - Consensual 185 Lion's Den Lane



GENERAL NOTES

THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE OPINION. A DILIGENT EFFORT WAS MADE AT THE TIME OF THIS SURVEY TO OBTAIN AND SHOW RIGHTS OF WAY, EASEMENTS, AND RESTRICTIONS PERTAINING TO THIS PROPERTY, HOWEVER THIS SURVEY IS SUBJECT TO THE FINDINGS THAT WOULD BE REVEALED IN AN ACCURATE TITLE OPINION.

SURVEYOR'S CERTIFICATE

THIS PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION
IN ACCORDANCE WITH ACCEPTABLE PROFESSIONAL STANDARDS BY
THE METHOD OF RANDOM TRAVERSE WITH SIDESHOTS HAVING AN
UNADJUSTED CLOSURE RATIO OF 1:31.742 WITH NO
ADJUSTMENT OF THE ANGULAR AND LINEAR DIMENSIONS HEREON
INDICATED, FOR AN URBAN SURVEY AS DEFINED BY THE MINIMUM
STANDARDS OF PRACTICE FOR LAND SURVEYING IN KENTUCKY,
THE INFORMATION SHOWN BY THIS PLAT BEING TRUE AND
ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF SIGNATURE

KENTUCKY PROFESSIONAL LAND SURVEYOR #3732

OWNERS CERTIFICATE

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF ANNEXATION WITH MY (OUR) FREE CONSENT.

OWNER _____ DATE _____

OWNER _____ DATE _____

CERTIFICATE OF RECORDING

"STATE OF KENTUCKY, COUNTY OF McCRACKEN"

I, _____, CLERK FOR THE COUNTY AND STATE AFORESAID DO
HEREBY CERTIFY THAT THIS PLAT WAS THIS DAY LODGED IN MY OFFICE FOR RECORD AND
THAT I HAVE RECORDED SAME WITH THIS AND THE FOREGOING CERTIFICATE IN MY OFFICE.

GIVEN UNDER MY HAND AND SEAL THIS THE _____ DAY OF _____, 20____

BY _____ DC

CLERK

RECORDED IN PLAT SECTION _____ PAGE _____

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, A NOTARY PUBLIC IN AND FOR THE STATE
AND COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY
WAS THIS DAY PRESENTED TO ME BY _____, KNOWN TO ME,
TOGETHER WITH THE CERTIFICATE OF OWNERSHIP AND DEDICATION SHOWN HEREON, WHICH
WAS, EXECUTED IN MY PRESENCE AND ACKNOWLEDGED TO BE THEIR FREE ACT AND DEED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, _____

MY COMMISSION EXPIRES ON THE _____ DAY OF _____, _____

ANNEXATION PLAT

PROPERTY OF:
HOLLOWAY INVESTMENT PROPERTIES LLC
LOCATED AT 185 LIONS DEN LANE
PADUCAH, McCRACKEN COUNTY, KENTUCKY

PROJECT NO. : 22002

DATE: 2/24/2022

DRAWN BY: DG

CHECKED BY: HF

REV.	DESCRIPTION
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SHEET

SHEET

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OF 1



SITEWORX SURVEY & DESIGN, LLC

124 SOUTH 31ST STREET, PADUCAH, KY 42001

(270) 443-8491 FAX (270) 443-8494

LEGAL DESCRIPTION

OF

4.639 ACRES

TO BE ANNEXED

Lying along Berger Road (Kentucky Highway 1310) and being part of said Berger Road and all of the Holloway Investments Properties, LLC property recorded in Deed Book 1429, page 626 and shown as Tract "B1-A" on Plat Book "L", page 1874, McCracken County Clerks office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the South right-of-way line of Berger Road at its intersection with the East right-of-way line of Lions Den Lane; THENCE FROM SAID POINT OF BEGINNING N 7°25'01" E with the East right-of-way line projected Northeastwardly of said Lions Den Lane 54.42 feet to a point in the North right-of-way line of said Berger Road and the South line of Magnolia View Subdivision recorded in Plat Section "M", page 1347; thence S 84°33'35" E with the North right-of-way line of said Berger Road and passing an existing 6" diameter concrete monument with cap 3732 at 12.62 feet for a total distance of 34.28 feet to an existing ½" rebar with cap 2105 at the Southeast corner of said Magnolia View Subdivision per Plat Section "M", page 1347 and at a corner to the Corporate limits to the City of Paducah; thence S 84°33'35" E and continuing with the North right-of-way line of said Berger Road and the Corporate Limits to said City of Paducah and Paducah Corporate limits line projected Southeastwardly 381.47 feet to a point at its intersection with the East line projected Northeastwardly of the Holloway Investment Properties LLC property per Deed Book 1429, page 626; thence S 5°12'04" W with the East line projected Northeastwardly to said Holloway Investment Properties LLC property 51.97 feet to an existing ½" rebar with cap 1955 at the Northeast corner thereof; thence S 5°12'04" W with the East line of said Holloway Investment Properties LLC property per Deed Book 1429, page 626 and passing an existing ½" rebar with cap 1955 at 373.93 feet for a total distance of 410.68 feet to an existing ½" rebar at the Southeast corner thereof; thence Westwardly with the South line of said Holloway Investment Properties LLC property for the following 2 calls: N 87°46'25" W 126.68 feet to an existing ½" rebar; and S 53°53'20" W 24.78 feet to a ½" rebar with cap 3732 set in the Northerly right-of-way line of Lions Den Lane as shown on Plat Section "L", page 1874; thence Westwardly and Northwardly with the right-of-way of said Lions Den Lane for the following 5 calls: Northwestwardly with a curve to the left having a radius of 50 feet (a chord being N 79°40'25" W 98.93 feet) an arc distance of 142.42 feet to an existing ½" rebar at the end of said curve and the beginning of a curve to the right having a radius of 20.00 feet; Southwestwardly with said curve to the right (a chord being S 55°34'37" W 24.08 feet) an arc distance of 25.85 feet to an existing ½" rebar with cap 3445 at the end of said curve; N 88°16'11" W 132.60 feet to an existing ½" rebar with cap 1955; N 52°30'28" W 46.89 feet to an existing ½" rebar with cap 1955; and N 7°25'01" E 422.76 feet to the Point of Beginning and containing 4.639 Acres as shown on "Annexation Plat for Holloway Investment Properties LLC" prepared by Siteworx Survey & Design LLC dated February 24, 2022.

Request for Consensual Annexation

Joshua P. Sommer, AICP
Senior Planner
City of Paducah

City of Paducah, Josh Sommer,

We, Nicole Martinez (Griffin) and Chris Griffin would like to request consensual annexation of 185 Lions Den Rd, Paducah, KY 42003 into the City of Paducah and the desire to change the zone to B-1 Convenience & Service Zone. We would relocate Tenacity Training to this location.

Thank you so much for the consideration.

Nicole Martinez (Griffin) & Chris Griffin

Handwritten signatures of Nicole Martinez (Griffin) and Chris Griffin in blue ink. The signature of Nicole Martinez (Griffin) is written above the signature of Chris Griffin.

ORDINANCE NO. 2022-____ - _____

AN ORDINANCE EXTENDING THE BOUNDARY OF THE CITY OF PADUCAH, KENTUCKY, BY ANNEXING CERTAIN PROPERTY LYING ADJACENT TO THE CORPORATE LIMITS OF THE CITY OF PADUCAH, AND DEFINING ACCURATELY THE BOUNDARY OF SAID PROPERTY TO BE INCLUDED WITHIN THE SAID CORPORATE LIMITS

WHEREAS, the property, approximately 4.639 acres of land located at 185 Lion's Den Lane, is contiguous to the boundaries of the City of Paducah and particularly and accurately set out in the legal description below; and

WHEREAS, said property is suitable for development for urban purposes without unreasonable delay because of population density, commercial, industrial, or governmental use of land, or subdivision of land; and

WHEREAS, said property does not include any territory that is already within the jurisdiction of another incorporated city, or another county; and

WHEREAS, said property is not part of an agricultural district formed pursuant to KRS 262.850(10); and

WHEREAS, the owners of said property, Ms. Nicole Martinez-Griffin and Mr. Chris Griffin, have requested said consensual annexation in writing to the Board of Commissioners; and

WHEREAS, pursuant to KRS 81A.412, a city may annex any area that meets the requirements of KRS 81A.410 if each of the landowners in the area to be annexed gives prior written consent to the annexation; and

WHEREAS, the City of Paducah now wishes to enact a single ordinance annexing the land described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The City of Paducah, Kentucky, annexes into the corporate limits and makes a part of the City of Paducah, Kentucky, said real property being more particularly and accurately described as follows:

LEGAL DESCRIPTION
OF
4.639 ACRES
TO BE ANNEXED

Lying along Berger Road (Kentucky Highway 1310) and being part of said Berger Road and all of the Holloway Investments Properties, LLC property recorded in Deed Book 1429, page 626 and shown as Tract "B1-A" on Plat Book "L", page 1874, McCracken County Clerk's office, McCracken County, Kentucky and more particularly bounded and described as follows to wit:

Beginning at an existing ½" rebar with cap 1955 in the South right-of-way line of Berger Road at its intersection with the East right-of-way line of Lions Den Lane; THENCE FROM SAID POINT OF BEGINNING N 7°25'01" E with the East right-of-way line

projected Northeastwardly of said Lions Den Lane 54.42 feet to a point in the North right-of-way line of said Berger Road and the South line of Magnolia View Subdivision recorded in Plat Section "M", page 1347; thence S 84°33'35" E with the North right-of-way line of said Berger Road and passing an existing 6" diameter concrete monument with cap 3732 at 12.62 feet for a total distance of 34.28 feet to an existing ½" rebar with cap 2105 at the Southeast corner of said Magnolia View Subdivision per Plat Section "M", page 1347 and at a corner to the Corporate limits to the City of Paducah; thence S 84°33'35" E and continuing with the North right-of-way line of said Berger Road and the Corporate Limits to said City of Paducah and Paducah Corporate limits line projected Southeastwardly 381.47 feet to a point at its intersection with the East line projected Northeastwardly of the Holloway Investment Properties LLC property per Deed Book 1429, page 626; thence S 5°12'04" W with the East line projected Northeastwardly to said Holloway Investment Properties LLC property 51.97 feet to an existing ½" rebar with cap 1955 at the Northeast corner thereof; thence S 5°12'04" W with the East line of said Holloway Investment Properties LLC property per Deed Book 1429, page 626 and passing an existing ½" rebar with cap 1955 at 373.93 feet for a total distance of 410.68 feet to an existing ½" rebar at the Southeast corner thereof; thence Westwardly with the South line of said Holloway Investment Properties LLC property for the following 2 calls: N 87°46'25" W 126.68 feet to an existing ½" rebar; and S 53°53'20" W 24.78 feet to a ½" rebar with cap 3732 set in the Northerly right-of-way line of Lions Den Lane as shown on Plat Section "L", page 1874; thence Westwardly and Northwardly with the right-of-way of said Lions Den Lane for the following 5 calls: Northwestwardly with a curve to the left having a radius of 50 feet (a chord being N 79°40'25" W 98.93 feet) an arc distance of 142.42 feet to an existing ½" rebar at the end of said curve and the beginning of a curve to the right having a radius of 20.00 feet; Southwestwardly with said curve to the right (a chord being S 55°34'37" W 24.08 feet) an arc distance of 25.85 feet to an existing ½" rebar with cap 3445 at the end of said curve; N 88°16'11" W 132.60 feet to an existing ½" rebar with cap 1955; N 52°30'28" W 46.89 feet to an existing ½" rebar with cap 1955; and N 7°25'01" E 422.76 feet to the Point of Beginning and containing 4.639 Acres as shown on "Annexation Plat for Holloway Investment Properties LLC" prepared by Siteworx Survey & Design LLC dated February 24, 2022.

SECTION 2. The City of Paducah hereby declares it desirable to annex the property described in Section 1 above.

SECTION 3. If any section or portion of this ordinance is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, that section or portion shall be deemed severable and shall not affect the validity of the remaining sections of the ordinance.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 5. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

George Bray, Mayor

ATTEST:

Lindsay Parish, City Clerk

Introduced by the Board of Commissioners, March 8, 2022

Adopted by the Board of Commissioners, _____

Recorded by Paducah City Clerk, _____

Published by The Paducah Sun, _____

ORD\Plan\Annex – Consensual 185 Lion's Den Lane

CERTIFICATION

I, Lindsay Parish, hereby certify that I am the duly qualified and acting Clerk of the City of Paducah, Kentucky and that the foregoing is a full, true and correct copy of Ordinance _____ adopted by the Board of Commissioners of the City of Paducah at a meeting held on _____, 2022.

WITNESS, my hand and seal of the City of Paducah, this _____ day of _____, 2022.

Lindsay Parish, City Clerk