

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 13, 2016 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Palmer Engineering, Inc.** (**CONSULTANT**). **OWNER** intends to proceed with the **Versailles Road Corridor Improvement Project – Sections 1 & 2** as described in the attached “**Scope of Services**” document (**Exhibit A**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the **Versailles Road Corridor Improvements – Sections 1 & 2**. The services are hereinafter referred to as the **Project**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **CONSULTANT** shall:

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** Meet with **OWNER** to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.
- 1.2.3.** On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.
- 1.2.4.** Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

- 1.2.5. Furnish one copy of the above preliminary drawings to each of the local utility companies.
- 1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

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

- 1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.
- 1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.
- 1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.
- 1.3.4. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.
- 1.3.5. Furnish up to five (5) copies (total TBD) of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.
- 1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.
- 1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

- 1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".
- 1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".
- 1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: Negotiations with property owners for acquisitions of easements and right-of-way will be performed by LFUCG personnel.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

1.6. Construction Phase

The Construction Phase shall be performed solely by the **OWNER**. However, during Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work.

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1.** Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2.** Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3.** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4.** Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority

to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish, or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See "Scope of Services, Additional Requirements, Part 1, Schedule and Completion" (attached) for the detailed project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **Two hundred ten thousand, six hundred dollars and zero cents (\$210,600.00)**.

5.1.2. For Extra Work.

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

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

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

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

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

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including sub-**CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes.

6.4. Successors and Assigns.

6.4.1. **CONSULTANT** binds himself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes.

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

6.6. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.7. Security Clause.

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

6.8. Access to Records.

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

be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

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

person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**, unless **OWNER** waives requirement.
- c. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Deductibles and Self-Insured Programs

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

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

6.9.4.4. Verification of Coverage

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

provide **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

6.9.6 Default

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

6.10 Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Limits of Liability, as described in Section 6.9.2., shall be \$4,000,000.00.
 - 8.1.2.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Mark Feibes, PE, Municipal Engineer Sr., of the Division of Engineering, (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2.** The following Exhibits are attached to and made a part of this Agreement:
- 8.2.1** Exhibit A "Scope of Services", consisting of eight (8) pages, plus a one (1) page map attachment.
 - 8.2.2** Exhibit B RFP #26-2016, Proposal consisting of thirty-eight (38) pages.
 - 8.2.3** Exhibit C "Certificate of Insurance" consisting of one (1) page.
- 8.3.** This Agreement (consisting of pages 1 to 13 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

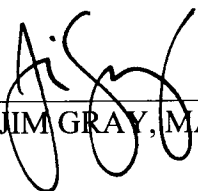
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT
200 East Main St.
Lexington, KY 40507**


**PALMER ENGINEERING, INC.
Suite 900
301 East Main Street
Lexington, KY 40507**

BY: 

JIM GRAY, MAYOR

BY: 


STEPHEN SEWELL, VICE PRESIDENT

ATTEST: 

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Stephen Sewell, as the duly authorized representative for and on behalf of Palmer Engineering on this the 11th day of November, 2016.

My commission expires: 28-Dec-2019



NOTARY PUBLIC #547793

EXHIBIT A

SCOPE OF SERVICES

Design and Surveying Services

Versailles Road Corridor Improvement Project – Sections 1 & 2

The Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualification (SOQ) from interested consulting firms for professional engineering and registered land surveying services (Consultant) for the *Versailles Road Corridor Improvements Project, Sections 1& 2*. The project entails rebuilding curbs; moving sidewalks away from the edge of the road and creating planted utility strips; related regrading and construction of retaining walls; addition of pedestrian scale lighting; and aesthetic modifications from Parkers Mill Road to Mason Headley (approximately 3200 lineal feet of roadway).

This project will be financed through local funds. However, as this project involves a Federal Aid Highway, design review and encroachment approval by the KYTC will be required. Furthermore, consulting firms submitting an SOQ must be prequalified by the KYTC for Urban Roadway Design and Surveying.

The Scope of Services includes topographic surveying; preparation of design drawings, bid documents, easement descriptions (if needed) and completion of associated paperwork.

Background

In May 2013 the Kentucky Transportation Center completed the *Multimodal Alternative Evaluation, US 60* study for the Versailles Road Corridor from Alexandria Drive to Oliver Lewis Way. The primary purpose of the study was to evaluate the safety of the corridor for all modes of transportation and to suggest modifications to improve it. A subsequent document, *The Versailles Road Corridor Study*, completed in February 2015, built upon the first study, extending the area from Parkers Mill Road to Oliver Lewis Way. In addition to addressing safety, this report included aesthetic improvements reflecting the culture and history of the corridor. It included an implementation plan and cost estimates. A copy of both reports can be downloaded from the following URL (The 2013 study is included in the appendix of the 2015 study): <http://www.lexingtonky.gov/index.aspx?page=3602>

Project Description

The Versailles Road Corridor Study, February 2015, provides some design guidance for this project. Consultants submitting an SOQ should be familiar with this document. The implementation plan presented therein divided the approximate 13,000 foot length of the study area into five distinct sections plus a transition zone. The LFUCG through its Division of Engineering (DOE), aims to incorporate some of the improvements and modify others as proposed for the 3,200 foot combined length of Sections 1 and 2: Parkers Mill Road to Mason Headley Road. Specifically, the following improvements are desired:

- Move the sidewalk away from the edge of the roadway and create a landscaped utility strip. The width of the utility strip will vary with site conditions. The new sidewalk shall be five feet wide.

- Replace the existing curb, in place, with a header curb with minimal disturbance to the roadway.
- Construct a retaining wall on the north side of Versailles Road bordering the Hillcrest Memorial Park.
- Construct a landscaped median between Village Drive and Mason Headley Road.
- Provide pedestrian scaled lighting.
- At Alexandria Drive, replace the strain poles and cables with mast arms such as those installed at the intersection of Oliver Lewis Way and W. High St.
- Provide various improvements to enhance the aesthetics and use of the project area, with attention to the culture and history of the corridor. Improvements may include illuminated street signs, decorative lighting, landscaping, designated spaces for public art, benches, trash receptacles, wayfinding and directional signage, specialty pavement at crosswalks, landscaping and gateway elements at the Alexandria Drive intersection, etc.

Early in the design process, the Consultant will work with LFUCG to determine which construction items shall be undertaken within a construction budget of about \$3.0 MM. As part of this evaluation, particular attention should be given to the following:

- Regarding the south side of Versailles Road from the Wolf Run culvert to the driveway at 2160 Versailles Road, the consultant will evaluate the constructability, cost and potential encroachment onto private property; of moving and/or replacing the chain link fence and constructing a retaining wall if needed to address the backslope.
- Regarding the retaining wall bordering the Hillcrest Memorial Park, the consultant will evaluate and present alternatives for construction materials and aesthetic design of the retaining wall, including lighting as proposed in the referenced study.

The Consultant shall then complete a full design including construction plans, specifications, bid documents and easement descriptions (if required) for the specified limits. This project will not require purchase of right of way, and it is LFUCG's intent to limit disturbance to within the existing right of way, thus further avoiding any need for temporary construction easements.

Scope of Services

1. Pre-Design Conference and Review of Existing Information

- 1.1. Meet with Lexington-Fayette Urban County Government (LFUCG) Division of Engineering (DOE), Division of Traffic Engineering (TE) and the Division of Environmental Services (ES) staff to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.
- 1.2. Review all project related information as provided by DOE. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography,

and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. The Consultant shall perform sufficient field survey from Parkers Mill Road to Mason Headley Road, to be confident in their design. Sufficient field survey should be done to confirm, at a minimum:

- a) Topography;
- b) Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- c) Storm and sanitary sewers, and related structures (horizontal and vertical);
- d) Location of overhead and underground utilities, including pole ownership information;
- e) Significant site improvements, such as fences, retaining walls, flag poles, commercial signage, etc.;
- f) Location and identification of significant trees and vegetation;
- g) Cross sections taken at 50-foot intervals wherever regrading will be anticipated and as otherwise needed;
- h) Location of existing corner monuments and R/W markers;
- i) Temporary benchmarks for use during construction, set outside of construction limits;
- j) Staking associated with easement acquisition (as needed) and establishing street centerline prior to bidding for construction.

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

2.2. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

3. Design Plans, Specifications, and Bid Documents

3.1. Develop a set of Plans incorporating the desired design elements identified in the Project Description. Plans shall be submitted to LFUCG for review at 60% completion and 100% completion. At a minimum the plans shall include, but are not limited to the following items:

- a) Roadway plan depicting existing and proposed conditions (all features identified in the survey shall be shown on the plans);
- b) Profiles as needed to convey the intended design;

- c) Cross sections as needed to convey the intended design, including, at all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to a building, whichever is closer; however, longer coverage may be needed in some locations;
- d) Existing and proposed topography;
- e) Coordinate Control Plan;
- f) Proposed limits of disturbance;
- g) Location of property lines with all owners/lessees and street addresses shown;
- h) Proposed temporary construction easements, if applicable;
- i) Sanitary and storm sewer plan and profile as needed;
- j) An Erosion and Sediment Control Plan;
- k) General Summary (to be consistent with the bid schedule);
- l) A Traffic Management Plan consistent with KYTC guidelines;
- m) A plan for lighting, signalization, and signage;
- n) A Landscaping Plan; and
- o) Site-specific Detail Sheets as needed.

At 60% completion and at 100% completion the Consultant shall deliver four paper copies to the DOE and one paper copy to each affected utility company. Plans shall also be made available in electronic format: pdf and/or AutoCAD, as requested.

Plans submitted for 60% completion and 100% completion will be reviewed by several departments within LFUCG and by KYTC. The Consultant should anticipate a review of the final plans and possible revisions to address minor details, prior to issuance of a final set of construction-ready plans.

- 3.2. With the plan submittal at 60% completion, the Consultant shall submit a short report summarizing the following:
 - a) Identification of all known utility conflicts and proposed solutions;
 - b) List of impacted properties and property owners, if any;
 - c) List of required easements, if any. (Determination of land rights shall be limited to recorded easements and right-of-way;
 - d) List of required permits and respective agencies from which the permit(s) will be secured;
 - e) List of agencies that will require notifications and/or approvals;
 - f) List of any products, materials or methods that may require special consideration by the KYTC or FHWA; and
 - g) Detailed Preliminary Opinion of Construction Costs.

- 3.3. The Consultant shall meet with LFUCG at the 60% and 100% submittal milestones to present and discuss their plans. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with the Kentucky Transportation Cabinet may be required as well.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

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

All drawings and sheets shall conform to the follow scales:

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

Note: Combined Plan/Profile sheets (as applicable) are preferred.

Full-size Plans shall be 22 x 34 to facilitate scalable 11 x 17 Plans.

All designs and plans must be approved by the LFUCG DOE. The following shall apply:

- a. Drawing files shall be prepared using or shall be converted to AutoCAD and will be transmitted to the Urban County Government upon request. The formatting specifics shall be determined during the contract negotiation process.
- b. Unless otherwise stated, design shall incorporate LFUCG 2008 Standard Drawings (or most recent revision), and KYTC 2012 Standard Drawings in that order of preference.
- c. Intersection improvements are to be ADA compliant. Design shall comply with the AASHTO green book, the Manual of Uniform Traffic Control Devices and, to the extent practicable, the AASHTO Roadside Design Guide.
- d. Where storm and/or sanitary sewers are located within the right of way, profiles of these systems should be shown on the street profile sheets, if impacted by the proposed construction.
- e. The preparation of an Erosion and Sediment Control (ESC) Plan including a Storm Water Pollution Prevention Plan (SWPPP) integrating the non-structural and structural practices and procedures of the Stormwater Manual is a requirement for all construction projects and is the responsibility of the Contractor. However, Consultant shall prepare a generalized plan. The ESC Plan as developed through preliminary and final plans, as well as the SWPPP will be reviewed and approved by LFUCG DOE.
- f. Consultant shall prepare a Traffic Management Plan consistent with KYTC guidelines.

6. Detailed Cost Opinions

The Consultant shall prepare a detailed opinion of probable construction cost at the 60% and 100% design completion stages of the project. Line items for construction costs shall be consistent with the General Summary in the drawing set and the Bid Schedule in the Form of Proposal. The construction cost opinion shall also be accompanied by separate cost opinions for utility relocation, and total easement acquisition, as applicable.

7. Easement and Right-of-Way Acquisition

As noted previously, this project will not require purchase of right of way. Furthermore, it is LFUCG's intent to limit disturbance to within the existing right of way, thus further avoiding any need for temporary construction easements. If unavoidable, temporary construction easement acquisition shall meet all requirements of the Lexington-Fayette Urban County Government Subdivision Regulations, Department of Law; the LFUCG DOE Digital Submission Policy; and the *KYTC Highway Design Manual*.

Temporary easements shall be drawn to sufficient scale to be clear and distinguishable, and such drawings shall be prepared to meet the requirements of the Lexington-Fayette Urban County Government Division of Engineering. The Consultant will also prepare a legal description for each easement taking.

If easements are required, LFUCG will conduct negotiations with property owners.

8. Public Interface

The Consultant shall attend public meetings, and other meetings with elected officials, affected residents, owners and businesses. If requested to do so, the Consultant will lead the meetings. The Consultant shall provide all necessary exhibits and prepare minutes of all meetings they attend.

9. Utility Company Coordination

There are numerous utilities in the project corridor. The Consultant will meet and coordinate with all affected utility companies as necessary, with the goal of minimizing disturbance to utilities and underground lines. Consultant shall obtain utility location data for purposes of mapping, and shall determine which parcel easements/acquisitions if any should be expedited to facilitate timely relocation of utilities.

Typically utility companies relocate and/or upgrade their facilities within the project area, *before* the LFUCG's contractor starts. Thus, a timely start by the LFUCG contractor depends on a timely start by the affected utility companies, which in turn requires that plans with dependable design elements be furnished to them well in advance of construction contract bidding. *The Consultant should pay close attention to the timeline shown for delivery of Preliminary Plans, as listed in the "Schedule and Completion" section.*

10. RMP Plan Coordination

Concurrent with the design of this project, the LFUG Division of Water will be in the design phase of a Remedial Measures Plan (RMP) project that crosses Versailles Road. The Wolf Run Sanitary Sewer Main, Trunk C, currently runs adjacent to and west of the Wolf Run Creek culvert. Current conceptual plans show the new sewer either in the same location as the existing sewer, or rerouted into the utility strip on the eastern side of Alexandria Drive.

The Consultant shall coordinate with the sewer design consultant to ensure the proposed Versailles Road Corridor Improvement design is compatible with the RMP design.

11. Bid Phase

The Consultant shall provide all bid documents to a private planroom/printing service (to be identified) for distribution to potential bidders. The Consultant shall be responsible for keeping a permanent record of all individuals or companies that purchase bid documents through the private printer.

The Consultant shall assist with Bid Administration. At minimum, this includes responding to technical questions during the bid period, preparing addenda, reviewing and approving alternates, attending pre-bid meeting, attending bid opening, preparing and certifying a tabulation of bid prices, evaluating bids received, checking bidder references and submitting a recommendation of award.

12. Construction Phase

The Lexington-Fayette Urban County Government will provide construction inspection. However, the Consultant shall be available to advise in matters of intent during construction. The Consultant shall also conduct site visits as requested, and shall conduct a final punchlist walkthrough and prepare related correspondence. The Consultant shall also review and approve shop drawings.

13. Schedule and Completion

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is received by the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	14 days
Submit plans at 60% completion to LFUCG and utilities	120 days

Meet with LFUCG and KYTC to review plans	130 days
Hold public meeting	150 days
Submit plans at 100% completion and meet with LFUCG	180 days

14. Miscellaneous

The Consultant shall prepare and submit applications and/or provide supporting paperwork for necessary permits and right of way encroachment. (Note: The construction contractor will be responsible for the Stormwater Construction Permit and Land Disturbance Permit).

All preliminary plans and accompanying documents are subject to review by the Lexington-Fayette Urban County Government Division of Engineering, Division of Traffic Engineering and Division of Environmental Services. Documents shall also be subject to review by the Kentucky Department of Highways and the Federal Highway Administration. The Consultant shall be responsible for addressing comments from and requirements of these agencies into all documents.

Consultant shall attend periodic progress meetings with the Division of Engineering and/or Kentucky Department of Highways and must submit a written monthly status report detailing work in the past month, and anticipated work in the upcoming month. This report must be submitted in written format as well as in an electronic format acceptable by the DOE.

END OF SCOPE OF SERVICES

Lexington-Fayette Urban County Government
RFP #26-2016 – Request for Proposal for:
Versailles Road Corridor Improvement Project - Sections 1 & 2
Professional Services Pricing Sheet

Firm Name: _____

	Task	Estimated Cost
1. Project Initiation		
a. Data Collection and Review	\$ _____	
b. Field Survey	_____	
c. Deed Research	_____	
e. Meetings	_____	
Task Subtotal		\$ _____
2. Design		
a. 60% Design Plans and Report with Cost Estimate	_____	
b. 100% Design Plans and Cost Estimate	_____	
c. Final Edited Plans and Cost Estimate (if Required)	_____	
d. Specifications and Bid Documents	_____	
e. Meetings	_____	
f. Permitting	_____	
Task Subtotal		_____
3. Bid and Construction Phase		
a. Bid Administration Assistance	_____	
b. Construction Phase Assistance	_____	
c. Meetings	_____	
Task Subtotal		_____
Total Estimated Cost of Professional Services		\$ _____

Additional Services - Unit Cost Basis

Temporary Construction Easement Description and Drawing
Cost per Property \$ _____



Lexington-Fayette Urban County Government
Lexington, Kentucky

Notes: _____
Date: ____/____/____



EXHIBIT B

RFP #26-2016,

PROPOSAL SUBMITTED BY PALMER ENGINEERING

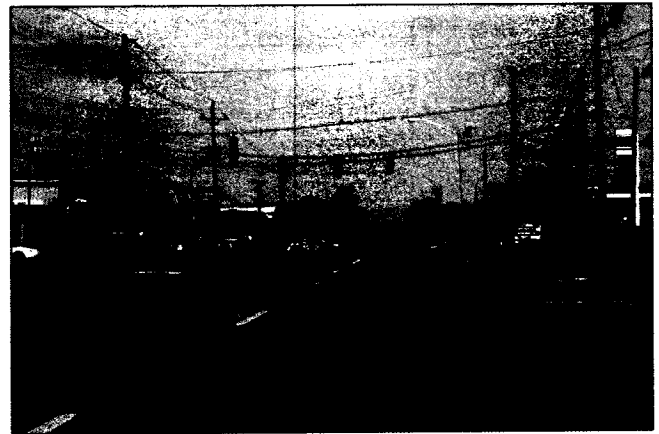
Response to Request for Proposals

Versailles Road Corridor Improvement Project - Sections 1 and 2 RFP #26-2016

for the
Lexington-Fayette Urban County Government



August 12, 2016





August 12, 2016

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

**RE: RFQ #26-2016
Versailles Road Corridor Improvement Project – Sections 1 and 2**

Dear Purchasing Director:

In response to the above-referenced Request for Qualifications, Palmer Engineering wishes to express interest in providing the design and engineering services for the Versailles Road Corridor Improvement Project Sections 1 and 2. We understand that this project will involve rebuilding curbs, moving sidewalks away from the edge of the road, creating planted utility strips, regrading and construction of retaining walls, addition of pedestrian scale lighting, and implementing aesthetic modifications to the Versailles Road Corridor between Parkers Mill Road and Mason Headley (approximately 3,200 feet) including gateway intersection concepts at the Alexandria Drive intersection.

Stephen Sewell, PE, PTOE, will lead the Palmer Engineering project team as Project Manager. Stephen has successfully managed Palmer's three KYTC Statewide Local Public Agencies (LPA) contracts and multiple transportation projects throughout Kentucky, as well as several LFUCG projects. A number of these projects were on expedited schedules and required innovative strategies to meet the schedule—including the I-75 Interchange project in Scott County. This project was successfully let in December 2014 and awarded for \$30.6 million after receiving notice to proceed for final design in August 2014 and delivering Final Plans in October 2014. Project management experience on LFUCG projects includes Chevy Chase intersection improvements, Southland Drive sidewalks, Euclid Avenue improvements, Town Branch Trail, Pimlico Parkway, and the Meadow Lane improvements.

Our Palmer Team is made up of engineers and scientists, who have worked their entire careers on projects throughout Kentucky. Palmer Engineering has also enlisted the DBE services of Integrated Engineering and the services of the Jackson Group, a Disabled Veteran-Owned Small Business. The combination of these firms will provide the LFUCG with a strong team with a solid technical background and an emphasis on meeting the schedule within budget to develop the Versailles Road Corridor Improvements for Sections 1 and 2.

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

We appreciate the opportunity to present our professional qualifications. If you have any questions, please contact me at 859-389-9293 or via e-mail at dindeman@palmernet.com. Palmer Engineering's previous experience on related projects, our commitment to exemplary customer service, and our technical qualifications make our firm the ideal selection for this project. Our selection will result in another successful partnership with LFUCG.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Lindeman', is written over a white background.

David Lindeman, PE, PLS
President and CEO

PROJECT APPROACH

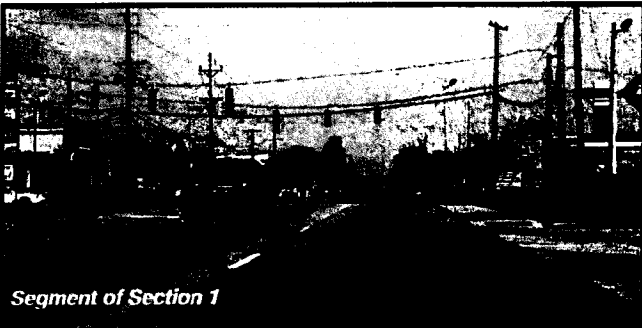
RFP 26-2016--LFUCG--Versailles Road Corridor Improvement

Introduction

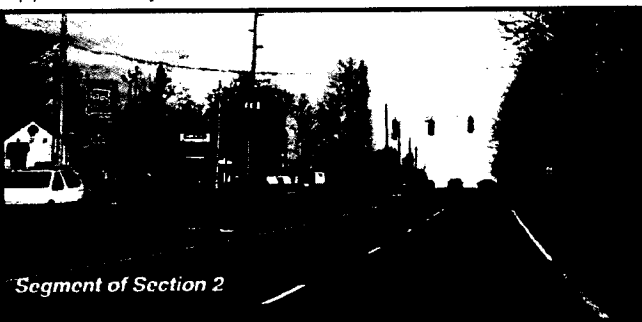
The Versailles Road Corridor serves as a gateway to downtown Lexington from the western portion of Fayette County. Visitors flying into Bluegrass Airport and traveling to downtown likely use the Versailles Road Corridor as their primary route. Many years ago, this segment of Versailles Road was known as the *Horsemen's Corridor* because of the numerous businesses associated with the horse racing and equine industry and the two tracks--Keeneland and the Red Mile--that are along the corridor. Today, the Versailles Road Corridor is much more diverse in terms of those living and working along the corridor.

The Palmer Engineering team--led by *Stephen Sewell, PE, PTOE*, as Project Manager and *Gary Sharpe, PE, PLS*, as Senior Project Manager--has studied the *Versailles Road Corridor Study* report and its predecessor, the *Multimodal Alternative Evaluation, US 60* report. We understand that these documents are the foundation for planned improvements along the corridor but also recognize the need for more thorough analysis of the recommendations. This analysis will enable the best utilization of available funding to implement those improvements to address safety and mobility, while also including aesthetic improvements that reflect the culture and history of the corridor.

This project involves implementation of the first two sections of the Versailles Road Corridor as described in the corridor study: Parkers Mill to Mason Headley Road. Section 1 extends from Parkers Mill Road to Village



Drive (approximately 1,650 feet) and Section 2 extends from Village Drive to Mason Headley (approximately 1,600 feet). The Palmer Team understands from the advertisement for services that it is the desire of the LFUCG to identify a construction project with a budget of approximately \$3,000,000.



More specifically, it is our understanding that this project will involve the following:

- Moving the sidewalk away from the edge of the roadway and developing a landscaped utility strip. The reconstructed sidewalk will be 5-foot wide while the width of the utility strip may vary depending on site constraints.
- Replacement of the existing curbs in the same location with a header curb while minimizing any disturbance to the existing roadway.
- A retaining wall is proposed on the north side of Versailles Road to minimize impacts to Hillcrest Cemetery.
- Construction of a landscaped median between Village Drive and Mason Headley Road.
- Pedestrian scaled lighting is proposed throughout the corridor.
- Alexandria Drive is considered a *gateway* intersection. Thus, it is proposed to replace the existing strain poles and cables with mast arms similar to those installed at the intersection of Oliver Lewis Way and West High Street.
- Providing various improvements that enhance the aesthetics and use of the project corridor with special attention to the culture and history of the corridor.

Improvements such as illuminated street signs, decorative lighting, landscaping, designated spaces for public art, benches, trash receptacles, wayfinding and directional signage, specialty pavement at crosswalks, landscaping, and gateway elements at the Alexandria Drive intersection are just a few of the options noted for emphasizing the diverse culture and history of the area.

Within two weeks of receipt of a Notice to Proceed, Mr. Sewell and The Palmer Team will meet with key staff and officials from LFUCG to discuss the project concept, goals, and expectations for the project. A particular focus at this meeting will be the area between the Wolf Run culvert and the entrance to *The Lane* near 2160 Versailles Road. Palmer Engineering has studied this area in the context of constructability and balancing the cost associated with encroaching on private property (right of way) including constructing retaining walls to avoid the need for right-of-way acquisition.

Project Team

Stephen is exceptionally well suited to manage this project based on his past experience with other similar projects for the LFUCG and the KYTC. He recently completed the Meadow Lane improvements that involved adding turn lanes and replacing sidewalks at the intersection with New Circle Road. These improvements required no permanent right of way acquisition on either approach. Mr. Sewell's experience developing sidewalk and streetscape projects for various local governments has enabled him to gain an understanding of identifying cost-saving measures that allow the owner to achieve the greatest benefit from available funding.

Gary Sharpe has 40 years of experience with developing roadway projects and is a former KYTC Director for the Division of Highway Design. Stephen and Gary have collaborated on many projects at Palmer Engineering including the US 31W sidewalk project in Park City. The improvements along US 31W involved constructing over 2,500 feet of sidewalks with more than 15 parcels that required no permanent easements be acquired. With this experience and proven track record, they will provide the LFUCG with a unique blend. Gary also will provide overall QA/QC for the project.

Kevin Damron, PE, Stephanie Blain, PE, LEED AP, and David Moses, PE, PLS, (Integrated) will assist with the development of construction plans and bid documents. **Morgan Dye, RLA,** will lead the *Streetscape Design*, with **Katie Pentecost, LA, LEED BD+C,** assisting with the plans. As project manager for the 9th and Campbell Street project in Hopkinsville, Morgan understands the challenges of working around utilities to develop the streetscape component within the existing right of way.



The Palmer Team understands LFUCG's intent is not to purchase right of way and to limit disturbances within the existing right of way. On previous projects, Keith McDonald and Joe Eggen, PLS, assisted local governments with acquiring temporary easements that were required to build the project.

Utility Coordination will be critical to the success of this project. The Palmer Team will schedule coordination meetings with each utility to make sure that all the utilities are included on the base mapping. **Greg Isaacs, PE,** and **Rick Wolf, Jr., PE,** (Jackson Group) will lead this phase of the project. Greg has completed several utility coordination projects along corridors similar to this for KYTC and **Kevin Damron, PE,** has extensive experience coordinating with utility companies, development of conceptual utility relocation plans, and in some situations, developing utility relocation designs.

The Palmer Team understands that utility impacts can significantly affect the project timeline. Thus, the Palmer Team proposes to develop and present to the LFUCG a Conceptual Utility Relocation Plan within 30 days of receiving Notice to Proceed as a means of jump-starting the utility coordination process. The conceptual utility relocation plan will identify those areas within the project wherein utility impacts may be either minimized or

possibly avoided by refining the design. The plan also will become a first line planning document for beginning relocation of affected utilities. The Palmer Team has successfully used this approach with other projects as a means of expediting the utility relocation process.

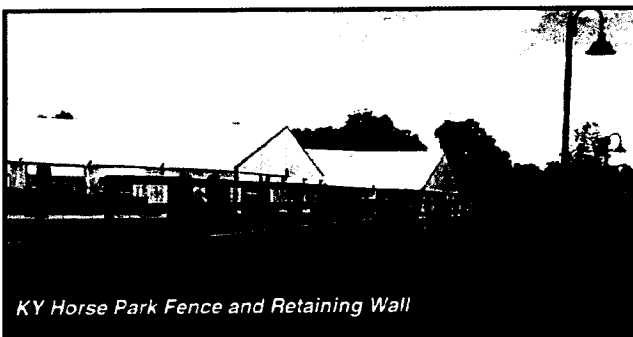
Also, while not specifically associated with utility impacts, another project-coordinated with the LFUCG Division of Water by **Greg Isaacs**—will be in the design phase for a *Remedial Measures Plan (RMP)* project associated with the Wolf Run Sanitary Sewer Main, Trunk C. Current conceptual plans show the new sewer line either reconstructed in the same location or re-routed into the utility strip on Alexandria Drive.

Project Aspects

During the early coordination meetings, Palmer Engineering will present options for construction materials and aesthetic design for the retaining wall and fence bordering Hill Crest Memorial Park Cemetery.



Palmer's experience includes the use of both pre-cast aesthetic retaining wall designs such as the Redi-Rock design that was recently used for improvements to the Versailles Road Intersection at New Circle Road as well as cast-in-place retaining walls that used form liners and stained concrete. A full range of options will be presented at this meeting for consideration by the project team. The addition of a retaining wall adjacent to Hillcrest Memorial Park Cemetery would allow for the addition of a grass utility strip as well as an expanded sidewalk. The retaining wall would eliminate the need to relocate the overhead utilities bordering the cemetery and would offer the opportunity to integrate lighting into the retaining wall or along the sidewalk. This location would be an ideal spot to integrate landscaping features that are low-maintenance plantings. A matching retaining wall could be added on the south side of Versailles Road, in the same area, to minimize impacts to corridor residents. Palmer used a similar approach at the Kentucky Horse Park that incorporated a wood plank fence rather than a chain link fence.



KY Horse Park Fence and Retaining Wall

Currently, the Versailles Road Corridor has sidewalks located at the curb line and as part of these improvements, Palmer proposes to shift those away from the curb line and create a utility strip that could also serve as a landscaping buffer area. Morgan Dye has implemented this method on numerous projects to improve the pedestrian friendliness and also improve the corridor aesthetics. Space would be provided for lighting along the corridor pedestrian safety would be improved. As part of the aesthetic design, Palmer would explore opportunities to implement green infrastructure along the corridor. With Wolf Run crossing the route, opportunities to enhance this feature would be examined to determine their feasibility.

Public Involvement

The public involvement process will facilitate two important aspects: (1) obtaining public comment and buy-in for the project concept including aesthetics and enhancements that capture the culture and history of the project area; and (2) addressing the project impacts and concerns for residents and property owners along the corridor. Public involvement from the *Versailles Road Corridor Study* phase provides a foundation for public involvement with this project. Given Palmer Engineering's experience with the Chevy Chase project and teammate Integrated Engineering's experience with the Tates Creek Sidewalk project, both understand that a proactive public involvement approach can be invaluable in developing a project that will be well received by the users and stakeholders. The Public involvement aspects of this project will be led by *David Lindeman, PE, PLS*, and he will be supported by Gary Sharpe, Stephen Sewell, and Greg Isaacs. Together they have successfully completed numerous complex and controversial projects for LFUCG and KYTC.

Since US-60 is a federal aid highway, design review by the KYTC will be required, and we anticipate it being processed through an encroachment permit. Kevin Damron, a former Deputy State Highway Engineer for the KYTC, will coordinate with the KYTC and will be assisted by Gary Sharpe.

Construction Documents

During the plan development phase, Palmer Engineering will prepare detailed cost estimates at the 60% and 100% complete phase. Cost estimates will be developed using the AASHTO Transport Estimating software supplemented with available unit cost information from the LFUCG. Because of the significant importance of delivering this project within the noted \$3,000,000 budget, Stephen, with assistance from Gary, will develop quantities so that they are easily separated into a deductive alternative in the bidding phase. Palmer has successfully done this on numerous LPA Projects so that the project stays within budget. By providing a deductive alternative bid, LFUCG will get a price for all the work designed and be able to reduce the cost once the bids have been received.

Palmer Engineering is also available to provide Construction Administration during the bidding phase. On previous projects, Palmer has met with the contractor in the field to reestablish control because the utility relocations disturbed the monuments that the plans were

designed from. Palmer is also available to attend the pre-bid meeting, prepare and certify the tabulation of bid prices, evaluate bids received, check bidder references, and submit a recommendation for award to construction.

During the construction phase, Palmer Engineering will approve shop drawings and will be available to advise on the intent of the design during construction and will make site visits as requested. Palmer will prepare and document a final punch list walkthrough at the completion of construction.

Project Coordination

Palmer Engineering will prepare and submit applications and/or supporting documentation for applicable permits and right-of-way encroachments except for the Stormwater Construction Permit and Land Disturbance Permit. Palmer will coordinate with the various LFUCG and KYTC divisions and offices for addressing comments and questions with regard to reviews of preliminary and final plans. Palmer will attend, as directed by the LFUCG, periodic progress meetings and will prepare monthly progress reports.

DBE Plan

Palmer Engineering eagerly seeks out opportunities to partner with Disadvantaged Business Enterprises and Veteran-Owned Small Businesses. Palmer Engineering has teamed with Integrated Engineering, a Minority-Owned Business Enterprise (MBE), and Jackson Group, a Disabled Veteran-Owned Small Business Enterprise for this project. Palmer proposes to exceed the LFUCG goals for 10 percent DBE participation and 3 percent participation by a service disabled veteran-owned business.

Our goal is for at least 20 percent involvement for Integrated Engineering. Integrated will assist with plan development, specifications, and bid documents as well as with streetscape design. Jackson Group, will assist with Utility Relocation and Coordination activities and drainage design for at least 10 percent involvement.

Conclusion

Palmer Engineering is excited about the opportunity to work with the LFUCG, Council members, and the businesses and residents along the Versailles Road Corridor to develop this project. The firms of Palmer Engineering, Integrated Engineering, and the Jackson Group form a cohesive team that will provide a seamless progression to project development from the initial concept phases through preliminary design to final plans, bidding and construction. Our team has worked together before and has a history of successful projects for the LFUCG and other clients. As an indication of our commitment to cost control, meeting schedules, and quality of work, Palmer Engineering has averaged well over 90% for evaluation scores for our last 23 projects for the KYTC, including our last two completed projects with 97% and 98% evaluations.

Palmer Engineering appreciates the LFUCG's consideration of this proposal and looks forward to the opportunity of working with the LFUCG and the professional staff at the Department of Engineering for successful development and delivery of this project.

PALMER ENGINEERING FIRM DESCRIPTION

Company Profile/History

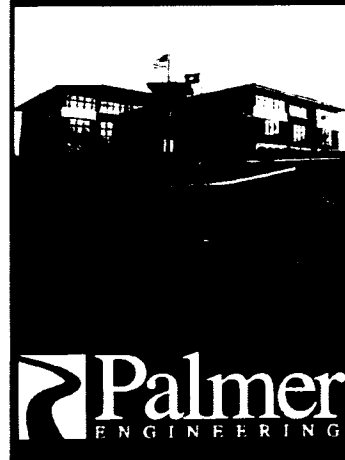
Palmer Engineering Company, incorporated on February 25, 1969, is a civil / structural engineering and surveying consulting firm. Palmer's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a receptive, responsive, and financially-accountable manner. Palmer has successfully completed more than 3,000 infrastructure projects for approximately 700 clients including federal, state, and local governments, as well as the private clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. With headquarters in Winchester, Kentucky, and seven other offices in Cincinnati and Akron, Ohio; Louisville, Covington, and Lexington, Kentucky; Nashville, Tennessee; and Orlando and Tallahassee, Florida, the firm has more than 100 employees. In addition to registered professionals in transportation engineering, traffic operations engineering, structural engineering and inspection, land surveying, and landscape architecture, the firm has certified professionals in energy and environmental design, erosion control, and storm water quality, as well as engineers-in-training available to provide the highest quality engineering services.

Palmer Engineering provides the following services:

- aviation--airport design; airport project inspection; airport access roads
- CADD services
- construction layout, management, and inspection
- corridor studies
- environmental services--including EIS writing and coordination, Phase I site assessments, aquatic ecosystems (wetlands, fisheries), highway noise, air quality analysis, socio-economic analysis, and cultural analysis
- feasibility and comprehensive studies
- highway design
- industrial park development
- instrumentation and settlement analysis
- landscape architecture / streetscape design
- pavement design, analysis, and repair/rehabilitation strategies
- planning reports and capacity analysis of highways and intersections
- residential and commercial development
- right-of-way acquisition services
- right-of-way relocation services
- sanitary sewer collection and treatment
- site development
- software development
- storm water management
- structural design of bridges and culverts
- structural inspection and rehabilitation, including fracture critical members of long-span bridges
- surveying services (land and cadastral surveys, horizontal and vertical control for photogrammetry, GIS, GPS)
- traffic engineering and transportation services--including urban transportation planning and travel demand forecasting, traffic impact analysis, traffic simulations, interchange justification studies, corridor access management, context-sensitive solutions, highway capacity analysis, feasibility studies, advanced planning reports, traffic counting services, and bicycle planning services
- water supply, treatment, storage, and distribution



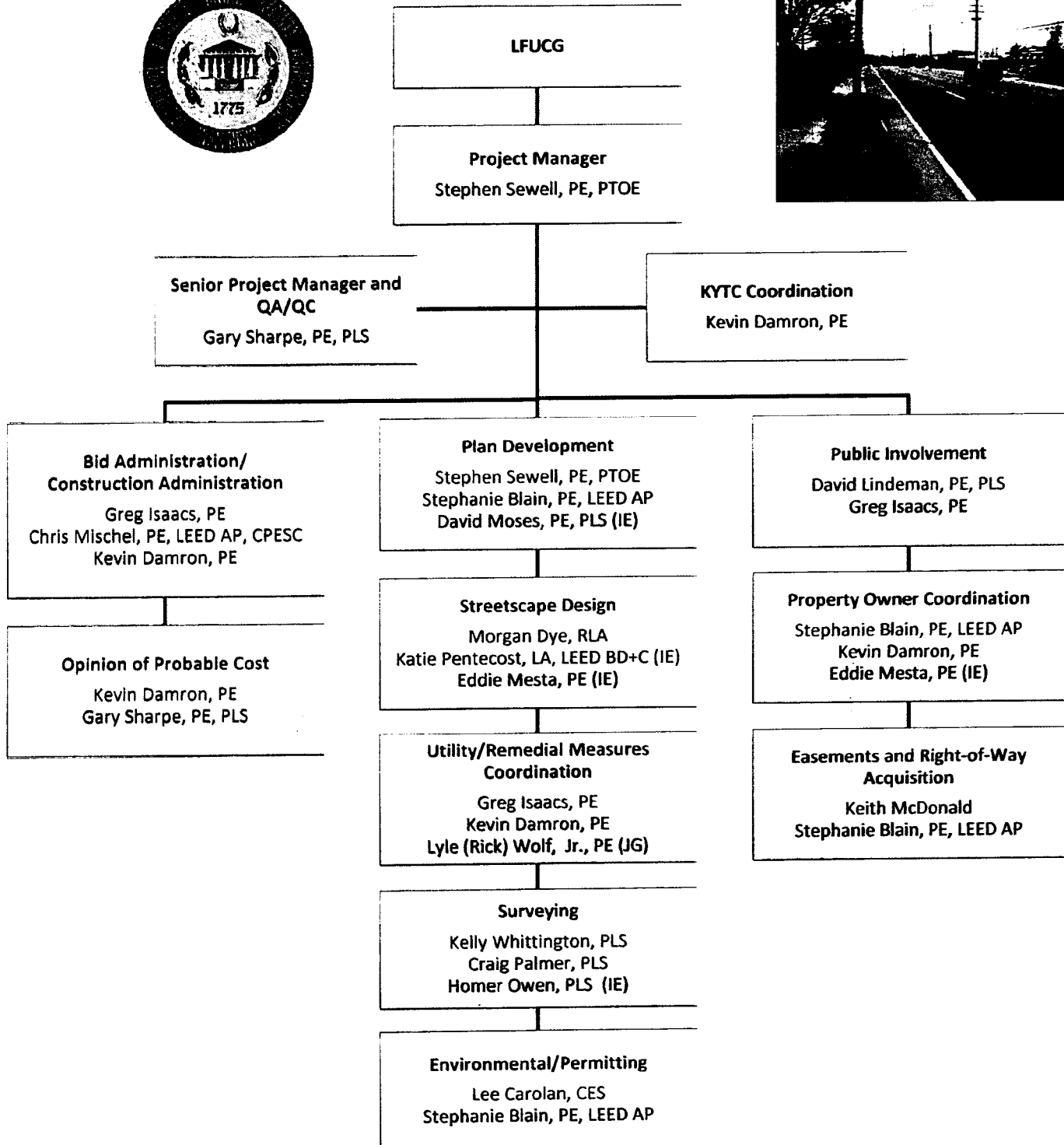
*Palmer Engineering
Headquarters
Winchester, KY*



Versailles Road Corridor Improvement Project

Sections 1 and 2; RFP# 26-2016

Project Team Organizational Chart



Stephen Sewell, PE, PTOE



Project Manager

Experience: 16 years

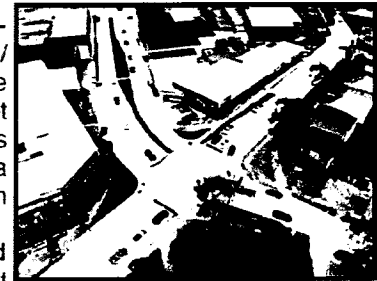
Education:

University of Kentucky
BS, Civil Engineering, 2000

Professional Registrations:

PE--KY-24030-2004; 2 other states
PTOE--National, 2007

- Stephen joined Palmer Engineering in 1999; project experience includes:
- **Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government - Project Engineer;** developed intersection/roadway design and performed traffic analysis, along with coordinating streetscape design. The Euclid Avenue/Tates Creek Road/Fontaine Avenue/High Street intersection redesign involved streetscape design, consideration of access management concepts, two public meetings, one business owners' meeting, and a detailed report documenting the results. Roadway improvements have been implemented, and streetscape awaits funding.
- **North Green River Road, Henderson County, KY for City of Henderson and KYTC, (STW LPA Contract) - Project Manager** for 0.6 mile of pavement rehabilitation and roadway widening to include curb and gutter and a multi-use path; Pavement rehabilitation design was critical in plan development because of trucks using the route to haul waste material to the landfill; Developed roadway and right-of-way plans and coordinated utility relocations; Assisted the City of Henderson in acquiring Right of Way and Easements; Developed bid documents for a construction letting and provided monthly progress meetings on site.
- **Park City Sidewalks, Barren County, KY for the City of Park City and KYTC, (STW LPA Contract) - Project Manager;** Supervised the design for the construction of 1.2 miles of sidewalk along US-31W in Barren County, Park City, KY; Project included permanent and temporary easement acquisition along with utility coordination; Prepared bidding documents and performed all coordination with contractor during contract negotiation; Project also included the replacement of sidewalks that did not meet ADA requirements.
- **Eastern Kentucky University Sidewalk Project, Richmond, Madison County, KY for Eastern KY University, (STW LPA Contract) - Project Manager** for the development of a multi-use sidewalk along KY-52 near ECU South Campus; Provided oversight of the development of alignments and typical section for the multi-use path including future lighting and signal modifications at Kit Carson Drive; Prepared encroachment permits for KYTC and developed the Bid Documents for Office of Local Programs Approval.
- **KY-1448--Maple Leaf Road, Mason County, KY for KYTC - Project Engineer** for roadway redesign of a 1.6 mile stretch of Maple Leaf Road, beginning at KY-9 (AA Highway) and running North to US- 62. This road services three Mason County Schools, the Tom Browning Boys' and Girls' Club, and the local YMCA, which results in heavy foot and bike traffic; The project includes access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane.
- **Meadow Lane Intersection Improvements, Lexington, KY for LFUCG - Project Manager** for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired.
- **Louisville Sidewalks, Jefferson County, KY for Louisville Metro and KYTC, (STW LPA Contract) - Project Manager;** Supervised the design of 0.75 mile of sidewalk construction and reconstruction along Hurstbourne Parkway in Louisville, KY; Extensive coordination with utility companies was required to minimize relocations; Also coordinated with numerous property owners and businesses along the corridor; Improved drainage issues and minimized impacts to landscaping.



Gary Sharpe, PE, PLS



**Senior Project Manager; QA/QC;
Project Concept**


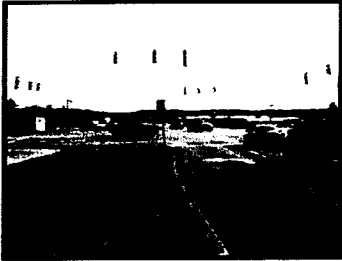

Experience: 40 years

Education:

University of Kentucky
MS, Civil Engineering, 1978
BS, Civil Engineering, 1975

Professional Registrations:

PE--KY-11675-1980, 2 other states
PLS--KY-2559-1982

- Gary joined Palmer Engineering in 2005 as Senior Project Manager. Prior experience with KYTC includes Director for the Division of Highway Design and Branch Manager in the Division of Highway Design:
- Director, Kentucky Transportation Cabinet, Division of Highway Design - Developed and implemented engineering criteria for highway design; maintained the consistency of highway plans from both a technical and plan presentation perspective; coordinated with Districts for development and delivery of plans; identified technical training needs for highway designers, and as appropriate, developed or facilitated the development of training programs; facilitated final processing of highway design plans for advancing to award for construction; Provided oversight of statewide contracts for pavement rehabilitation, surveying, photogrammetry, and value engineering; coordinated development and periodic updates of the *Highway Design Manual*, *Pavement Design Guide*, and *Drainage Manual*; provided technical and administrative management of a Division of approximately 80 persons.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission** - Project Manager; provided oversight for day-to-day tasks including coordinating with DDS Engineering and local government for curve and intersection realignment of Broadway Avenue and High Street intersection; intersection improvements considered included conventional intersection and roundabout configuration, and each alternative included access management for local businesses and provided pedestrian and bicycle facilities; facilitated the Public Involvement and Citizens' Advisory Group meetings that occurred during the process. 
- **North Green River Road, Henderson County, KY for City of Henderson and KYTC (STW LPA Contract)** – Senior Project Manager for 0.6 mile roadway widening to include curb and gutter and a multi-use path; Assisted in public meeting activities and the development of roadway and right-of-way plans and coordinated utility relocations.
- **US-25, Laurel County, KY for KYTC** – Project Manager for survey, roadway design, and environmental services for 1.75 miles of US-25 that serves as an alternate route during incidents or closures on I-75; the project addresses highway capacity, growth needs, access management, and safety improvements as identified in the 2006 Scoping Study; The project includes traffic modeling and traffic forecasting activities as well as traffic analysis for the 1.75-mile segment with numerous access points. 
- **KY-4 (New Circle Road), Fayette County, KY for KYTC** - Task Manager for the pavement design and Project Engineer for the interim ramp improvements at Georgetown Road as well as widening on New Circle Road; also provided technical oversight for Phase I design alternatives for the construction of the Newtown Pike interchange; Concepts for these improvements evolved from the earlier *KY 4, New Circle Road, Scoping Study, Fayette County*, for 6.1 miles of New Circle Road including extensive public involvement with business owners to develop a frontage road and Loss of Access Study to evaluate the potential impacts associated with implementing access management strategies along the corridor including limiting median openings.
- **US-31W--Access Management, Hardin County, KY for KYTC** – Project Manager for evaluation of US-31W between Elizabethtown and Radcliff; This project includes using existing traffic counts for all traffic signals and balancing traffic volumes throughout the network. HCS Streets was used in combination with CORSIM to evaluate the operational characteristics of the existing conditions and to make comparisons with proposed access management scenarios. These include eliminating signals, closing selected median opening, providing U-Turns at signalized intersections, and providing U-Turns at mid-block median openings (access points). 

Greg Isaacs, PE



**Utility/Remedial Measures
Coordination; Construction Admin.;
Public Involvement**

Experience: 21 years

Education:
University of Kentucky
BS, Civil Engineering, 1998

Professional Registrations:
PE--KY-22845-2002; 5 other states

- Greg rejoined Palmer Engineering in September 2008 after previously working with the firm in 2006-2007:
- **Chevy Chase Intersection Feasibility Study; Chevy Chase Paving and Restriping Plan, Fayette County, KY for LFUCG** – Project Manager for the evaluation of design alternatives for improvements to the intersection of High Street / Euclid Avenue / Tates Creek Road / Fontaine Road and improvements to the streetscape of each approach. The study included two public meetings and two merchant meetings to gather from stakeholders in the area. Based upon the input, the design team made recommendations for the selected design alternative and developed phasing options and associated costs for the selected alternative. This study will be utilized to seek funding and as a guideline during the future design of each phase of the project; Project Manager for the design of approximately 2,000 linear feet of roadway for the Chevy Chase area. Project included coordination with the gas company for relocation of gas mains and coordination with overhead utilities.
- **Trinity Road, Fayette County, KY for LFUCG** - Project Engineer during preliminary evaluation for the replacement of a 50-year-old stormwater structure; The new structure had equal hydraulic capacity to avoid impacting downstream conditions.
- **Crimson King Court / Coldstream Court Stormwater Study, LFUCG** – Project Manager for the study to evaluate alternatives to remediate the flood issues to 7 properties in the study area; The project included gathering input from the residents, site survey, stormwater modeling, public meetings, and report of findings. Palmer was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners; assisting LFUCG with acquisitions.



Stephanie Blain, PE, LEED AP



Plans, Specifications, Bid Documents **Experience:** 10 years

Education:
University of Kentucky
BS, Civil Engineering, 2007

Professional Registrations:
PE--KY-28304-2011. LEED AP--2009

- Stephanie joined Palmer Engineering in May 2006; project experience includes:
- **KY-3 (North Green River Road), Henderson County, KY for City of Henderson and KYTC** – Project Engineer for 0.6 mile roadway widening to include curb and gutter and a multi-use path; Assisted in development of roadway and right-of-way plans and utility relocation coordination; Prepared legal descriptions for right-of-way purchase and temporary construction easements; Palmer Engineering contracted and worked with a local appraiser to prepare 2 appraisals and 20 MAR (Minimum Acquisition Review) offers.
- **KY-4 (New Circle Road), Fayette County, KY for KYTC** – Project Engineer for approximately 1.0 mile roadway widening to New Circle Road (KY-4), including improvements to the interchange at Newtown Pike (KY-922); The project also included approximately 0.4 mile roadway widening to Newtown Pike (KY-922) to include curb and gutter and sidewalks. Responsible for storm sewer layout and modeling, ditch analysis, and overall drainage coordination; Assisted in development of roadway and right-of-way plans.
- **Lancaster Avenue Gateway Entrance, Richmond, KY for Eastern Kentucky University**– Project Engineer for a new signature gateway entrance at the site of the old Combs Hall which was demolished in 2014; New walkways included decorative block along with red brick walls matching those currently on Lancaster Avenue as well as column feature at the main entrance. Responsibilities included site plan coordination and review; site grading; storm sewer layout and sizing; and erosion control layout and sizing; attended project meetings and coordinated with the landscape engineer, electrical engineer, and architect on design plans.



Morgan Dye, RLA



Streetscape Design

Experience: 18 years

Education:

University of Kentucky
BS, Landscape Architecture, 1997

Professional Registrations:

LA--KY-664-2002

- Morgan joined Palmer Engineering in February 2016; previous project experience includes:
- Hopkinsville--9th and Campbell Street Enhancements, Hopkinsville, KY (LPA Project) - Project Landscape Architect for the corridor of South Campbell Street between the 9th Street Downtown Gateway and 18th Street. The over-all Master Plan incorporated new curbs, sidewalks, storm sewer structures, traffic calming devices, bicycle lane, site furnishings and landscaping; Prepared construction drawings based on the Master Plan and provided construction administration services through project closeout.
- Isaac Murphy Memorial Art Garden Trailhead, Lexington, KY (LPA Project) - Project Landscape Architect for a community park that incorporates site amenities to encourage social gatherings and serve as a Trailhead for the Legacy Trail in the east end of downtown; The project involved the removal of existing concrete walks, curb and gutter, utilities, and construction of new site amenities--new sidewalks, pavers, stone seat walls, storm drainage with permeable pavers and a rain garden, site lighting, and water line installation; involved from design phase through construction document development and site construction completion.
- Horse Cave Streetscape Enhancements--Master Plan and Construction Drawings, Horse Cave, KY (LPA Project) - Project Landscape Architect; Main Street in historic downtown Horse Cave sits above Hidden River Cave; A map of the cave below was created on the surface of Main Street using various pavement materials and monuments marking the location of the cave system directly below; Involved in the Master Plan and schematic design phases as well as preparing the construction documents for project implementation.



Katie Pentecost, LA, LEED BD+C



Streetscape Design

Experience: 13 years

Education:

University of Kentucky
BS, Landscape Architecture, 2002

Professional Registrations:

LA--KY
LEED BD+C--National

- Katie, with Integrated Engineering, is a Registered Landscape Architect with more than 13 years of experience in landscape architecture, master planning, site design, construction administration, and construction inspection. She has a variety of experience on projects including campus master planning, streetscape design, park and athletic facilities, pedestrian and bike trail design, landscape plans, primary and secondary education facilities, stream and watershed restoration, sanitary construction inspection, and corridor management planning within the public and private sectors including:
- Chevy Chase Streetscape Master Plan, Fayette County, KY – Assisted in the development of graphics related to 3 different options for streetscape designs for the proposed Chevy Chase Streetscape. The design options included rain gardens, public art displays, decorative pavers, site furnishings, and medians with landscaping and parking lots with permeable pavers.
- Campton Streetscape, Wolfe County, KY – Project Manager for the design and construction of the Campton Streetscape Project. Duties included the preparation of construction documents, meetings with Wolf County Industrial Board, coordination with KYTC District 10, and construction administration.
- Kentucky Horse Park Outdoor Arena, Fayette County, KY – Assisted on the site development in the construction administration phase of the project. Site work components included plaza area with sculpture, walks, stairs, planters, asphalt, and arena floor with synthetic surface, fencing, benches, bollards, and new rubber pavers for horse traffic.

David Lindeman, PE, PLS



Public Involvement

Experience: 30 years

Education:

University of Kentucky
BS, Civil Engineering, 1986

Professional Registrations:

PE--KY-16712-1991 13 other states
PLS--KY-3284-1995

- David joined Palmer Engineering in 1986. He has served as a Principal, Vice President, Director of Transportation, and was named President and CEO in June 2010. He has extensive experience with roadway design projects and presentation of complex design concepts to design team and the public. He is considered a state and national leader in conducting public involvement activities that gain public acceptance:
- Chevy Chase Intersection Improvements, Lexington, KY for LFUCG** - Principal-in-Charge for a feasibility study to determine the cost and viability of implementing streetscape design and traffic improvements (including access management) proposed by a group of neighborhood residents for the intersection of Euclid Avenue, Fontaine Road, and High Street. Project includes two public meetings and meetings with impacted businesses. The project received local funding to complete the initial phase of work consisting of repaving, restriping, modifying signals, and reducing the footprint of the intersection.
- KY-4, New Circle Road, Fayette County, KY for KYTC** - Project Manager for Scoping Study and Environmental Overview for widening of 6.1 miles of New Circle Road beginning at Georgetown Road (US-25) and extending east and south to Richmond Road (US-421); Project Manager for survey and Phase I design of interchange at Newtown Pike and Phase I and Phase II design at Georgetown Road, along with widening of KY-4. The project featured a 29-member focus group for the Planning Study and a smaller Focus Group for the South Frontage Road.



Lyle (Rick) Wolf, Jr., PE



Utility/Remedial Measures Coordination

Experience: 32 years

Education:

University of Kentucky
BS, Civil Engineering, 1984

Professional Registrations:

PE-- KY and 2 other states

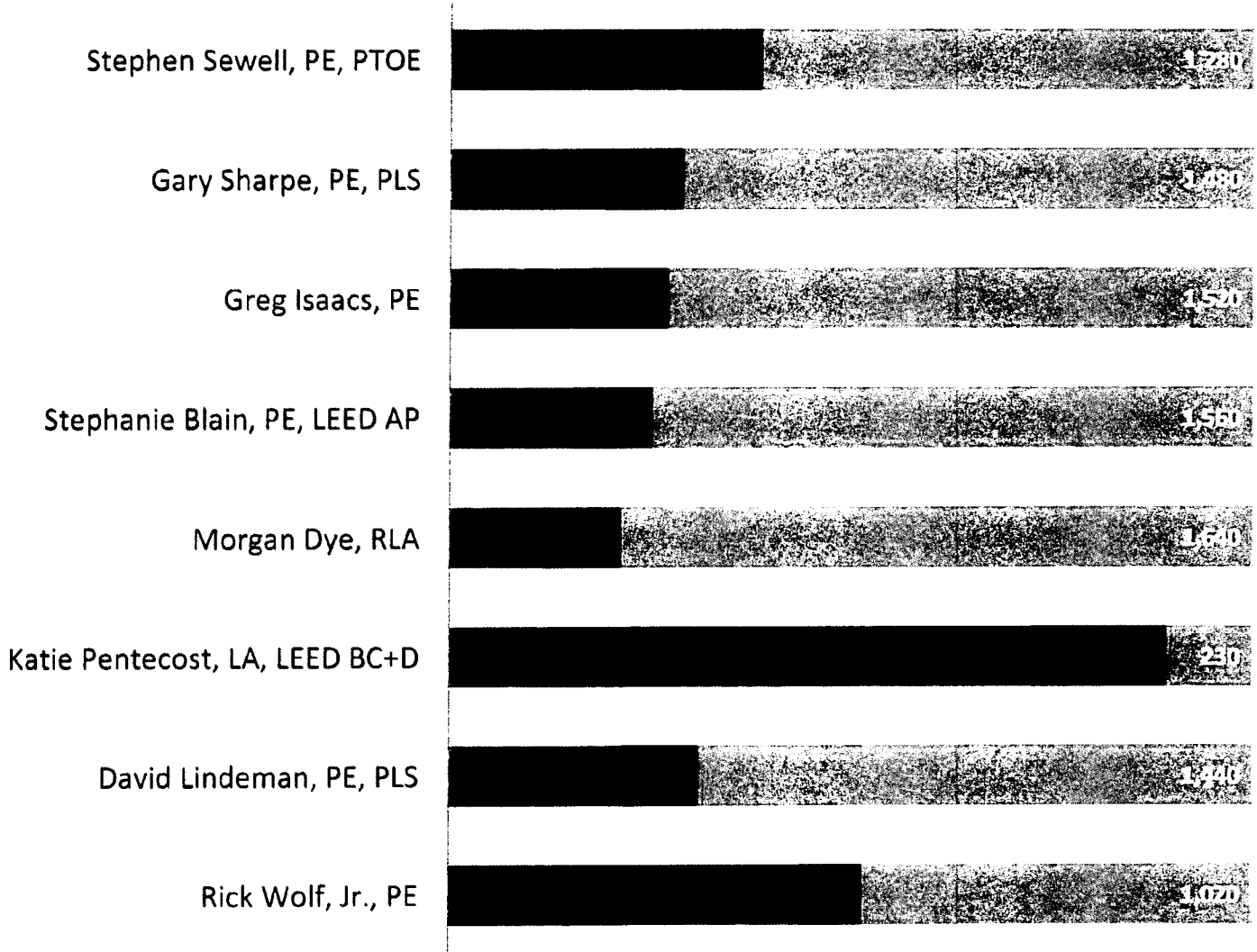
- Rick, with Johnson Group, 32 years of professional engineering management and design experience across a broad range of planning, design and construction projects including such areas as water, wastewater, gas, site development, storm water, wetlands & streams restoration, transportation, military master planning and environmental. This experience includes work with local municipalities, quasi-governmental boards and commissions, state and federal agencies, contractors, and private commercial and industrial clients.
- Lake Barkley Raw Water System, Hopkins County, KY for Hopkinsville Water Environment Authority (HWEA)** - Project Manager and Design Engineer for the planning and design of the new water system; The project included a new 20 MGD raw water intake on Lake Barkley near Cadiz, KY, 27 miles of 36" DI pipeline, and a new discharge structure to the existing 220 MG South quarry Lake near the existing Moss WTP in Hopkinsville, KY; As part of the project, raw water was also provided to the local Lake Barkley Regional Water District and the City of Cadiz; Services included a feasibility study, intake site selection, preliminary design, alignment and right of way, final design, utilities coordination, permitting (COE and KDOW), bidding, and construction management; The total cost of the project was \$18 million, and the first water was pumped through the system in September 2007.
- KY-377 Widening--Gas Distribution Relocation, Rowan County, KY for Morehead Utility Plant Board (MUPB)** - Project Manager for the design, construction management, and inspection of the relocation of more than 30,000 LF of 4"-6" PE gas line along the majority of the corridor. Coordination with the MUPT, KYTC District 9, and other utilities on rights of way and location conflicts are included in the scope of services.



Team Workload Capacity

Versailles Road Corridor Improvement Project – Sections 1 and 2

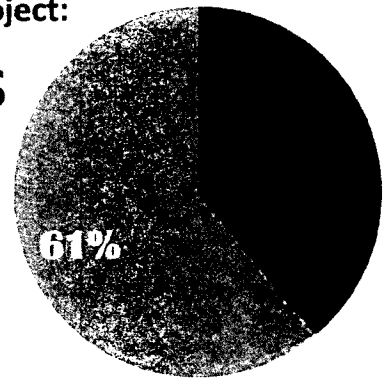
Committed Hours
 Vacation/Holiday
 Available Hours



Capacity Available for this Project:

10,170 Hours

based on the above 12-month capacities



LFUCG Urban Sidewalk / Multi-Use Improvements Fayette County, Lexington, KY

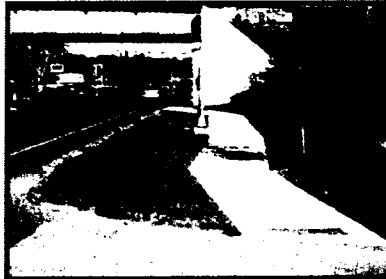


Sidewalk Design / Streetscape Improvements Project Manager: Stephen Sewell, PE, PTOE

Project Description:

Southland Drive

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



Common Team Members:

- Stephen Sewell, PE, PTOE
- David Lindeman, PE, PLS
- Greg Isaacs, PE
- Morgan Dye, RLA
- Stephanie Blain, PE
- Keith McDonald
- Kelly Whittington, PLS
- Eddie Mesta, PE (Integrated)
- Katie Pentecost, RLA (Integrated)
- David Moses, PE (Integrated)

Euclid Avenue Streetscape

Euclid Avenue is a key corridor into the University of Kentucky campus; enhancing the corridor to improve bike and pedestrian facilities along with stormwater improvements are project goals. The corridor improvements will include a multi-use path, sidewalk improvements, new curb and gutter, storm and sanitary sewer construction, and streetscaping. The project includes Phase 1 and Phase 2 design and public meetings and stakeholder meetings.

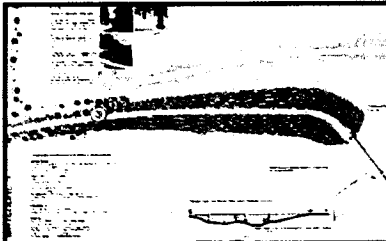


Project Similarities:

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

Town Branch Trail

Town Branch Trail is one of Lexington-Fayette Urban County Government's (LFUCG) signature trail corridors that traverses from downtown Lexington to Masterson Station Park. The 12-foot-wide multi-use trail will require a CE Level 3 Environmental Document that includes a significant amount of coordination with the State Historic Preservation Office (SHPO). The project has a significant public involvement plan that involves public meetings, stakeholder groups, and multiple work sessions. Final Plans for the trail are schedule for submittal in August 2016, and a construction letting is scheduled for Winter 2016.



Meadow Lane

The Meadow Lane Intersection Improvement project included roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Surveying and utility coordination were performed, and KYTC encroachment permits were acquired.



Project Information:

Agency: LFUCG

Client Contact:
Keith Lovan, LFUCG
859-258-3478

Mark Feibes, LFUCG
859-258-3428

Jonathan Hollinger, LFUCG
859-258-3430

Dates: 2014-2016

The project was surveyed and designed in approximately 3-1/2 weeks and let to construction during Fall 2015. Following the award of the construction contract, Palmer Engineering surveyors met with the contractor's surveyors to assist them in re-establishing the control points that were destroyed during the relocation of utilities. The project is now complete.

KYTC Statewide LPA General Services Contract Multiple Locations, KY



Pedestrian / Bicycle Planning and Design

Project Managers: Stephen Sewell, PE, PTOE

Project Description:

The following Statewide LPA projects performed by the Palmer Team involved sidewalk design with pedestrian / bicycle facilities:

Louisville Sidewalks Jefferson County, KY

This project involves construction of sidewalk along US-60, Hurstbourne Lane, and KY-22 in Jefferson County. The area has existing sidewalks located throughout the corridors, but sidewalks are missing in areas that have not redeveloped. The project requires coordination with utility companies to determine the location of lines and whether relocation would be required. Right-of-way plans and deeds for temporary easements along the corridors will be developed. The project also involves preparation of the bid package and construction letting.



KY-52--Lancaster Avenue Sidewalk Project Eastern Kentucky University, Richmond, KY

The multi-use path project involved constructing a 10-foot-wide multi-use path with lighting and landscaping along Lancaster Avenue. The multi-use path provides a connection from EKU's South Campus to North Campus including connecting commuter parking and campus classrooms. The project included adding curb and gutter and storm sewer along the street. Palmer provided utility coordination, KYTC encroachment permit, and construction administration for the multi-use path. Final Plans were developed within 4 months after receiving Notice to Proceed, and the project is currently under construction with completion scheduled for August 2016.



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

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



Safe Routes to School (SRTS Project) City of Ludlow, KY

The LPA project involves constructing a sidewalk along Adela Avenue to provide a connection to the city park. The construction plans provide steps to the fields and improved driveway access to the residences and the park field. Palmer coordinated with District 6 staff and the Office of Local Programs; the project has been constructed.



Common Team Members:

- Stephen Sewell, PE, PTOE
- Greg Isaacs, PE
- Stephanie, Blain, PE
- David Lindeman, PE, PLS
- Gary Sharpe, PE, PLS
- Kelly Whittington, PLS

Project Similarities:

- Sidewalk Design
- Drainage/Erosion Control
- Right-of-Way Coordination
- Utility Coordination
- Surveying
- Urban Roadway Design

Project Information:

Agency:

KY Transportation Cabinet
Eastern Kentucky University
City of Park City
City of Ludlow

Client Contact:

Adam Ulrich, PE
KYTC, D-5
502-210-5400

Kimberly Tompkins
KYTC, OLP
502-782-4737

Jackie Jones
KYTC Local Programs
502-564-2060

Patrick Walkenhorst
City of Ludlow
859-415-2868

Dates: 2016
2015-2016
2014-2016
2015

Other Sidewalk / Streetscape Projects

City of Hopkinsville, KY; 9th & Campbell Streetscape
City of Henderson, KY; Sand Lane Sidewalks; Green River Road
City of Bowling Green, KY; Broadway Streetscape
Centerville, TN; Downtown Square Streetscape



Project Description:

9th and Campbell Streetscape Hopkinsville, KY

While working with another firm Morgan Dye led the redesign of the 9th and Campbell Street Corridors. This project includes the corridor of Campbell Street between the 9th Street Downtown Gateway and 14th Street. The overall planning area includes the additional blocks between 9th Street and 7th Street and along 9th Street to the Railroad crossing. The rehabilitation of the corridors included new sidewalks and lighting along with low maintenance landscaping that enhanced the corridor.



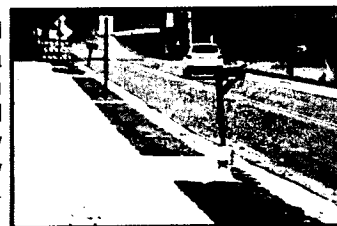
Sand Lane Sidewalks, City of Henderson, KY

Palmer Engineering was selected by the City of Henderson to provide design services for the sidewalk improvement project along Sand Lane in Henderson, KY. The project involved surveying the corridor, installation of curb and gutter, drainage design, and LPA coordination with the Office of Local Programs. The sidewalk will connect to an existing sidewalk and extend to US-60.



KY-3, Green River Road, City of Henderson, KY

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



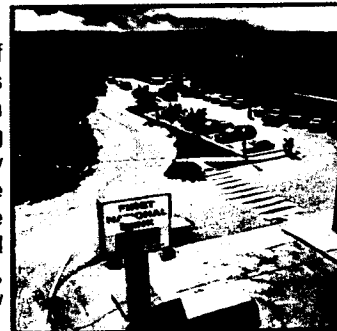
Broadway Avenue, Bowling Green, KY

The Broadway Curve Realignment project is located at the intersection of Broadway Avenue and High Street; three blocks southeast of downtown Bowling Green, KY. The intersection had two misaligned streets that created a very sharp back-to-back S-curve. Two conventional intersection configurations and a roundabout were considered and presented to stakeholders. Each alternative provided pedestrian and bicycle facilities through the improvement area. The preferred alternatives develop crosswalks at locations with adequate sight distances.



SR-100/SR-48 Streetscape, Centerville, TN

Palmer Engineering was selected by the City of Centerville to provide design services for the City's Downtown Revitalization Project. The project design involved an increase in the size of the existing courthouse lawn, new decorative sidewalks with new park benches, the upgrade of existing facilities, the addition of an elevated permanent outdoor stage supported by a decorative retaining wall, and decorative pedestrian lighting throughout the square, as well as achieving an ADA-compliant design for new pedestrian facilities.



Project Managers:

- Stephen Sewell, PE, PTOE
- Morgan Dye, LA

Common Team Members:

- Stephen Sewell, PE, PTOE
- Morgan Dye, LA
- Chris Blevins
- Lee Carolan
- Stephanie Blain, PE
- Keith McDonald
- Joe Eggen, PLS

Project Similarities:

- Sidewalk Design/Extension
- Environmental Services
- Aesthetic Enhancements
- Surveying
- Curb and Gutter
- KYTC Coordination
- Construction Administration
- Urban Roadway Design
- Drainage Issues
- Permitting

Project Information:

Client Contact:

Mike Perry
270-890-0060

William "Buzzy" Newman
City of Henderson
270-831-1212

Melissa Cansler, PE
City of Bowling Green
270-393-3212

Mayor Ronnie Martin
Town of Centerville, TN
931-729-4246

Dates:

2010-2016
2015-2016
2012-2013
2007-2008
2006-2009

Chevy Chase Feasibility Study Fayette County, Lexington, KY



0.4 mile / Streetscape Feasibility Study Construction Plans

Project Managers: David Lindeman, PE, PLS
Stephen Sewell, PE, PTOE

Project Description:

Palmer Engineering prepared a feasibility study to determine the cost and viability of implementing improvements proposed by a group of neighborhood residents for the intersection of Euclid Avenue, Fontaine Street, and High Street. The intersection serves many businesses but also contains both commercial and city parking and has a high level of pedestrian and bicycle activity. The neighborhood group proposed reducing the pavement area, where possible, increasing parking spaces, and adding bicycle lanes on all of the adjacent routes. This intersection also is in close proximity to the University of Kentucky campus, and apartment buildings and rental property are home to UK students.

Common Team Members:

- Stephen Sewell, PE, PTOE
- Morgan Dye, RLA
- Greg Isaacs, PE
- David Lindeman, PE
- Stephanie Blain, PE
- Kelly Whittington, PLS
- Kevin Damron, PE



Project Similarities:

- Streetscape Design
- Intersection Design/Analysis
- Bike and Pedestrian Facilities
- Utility Coordination
- Urban Roadway Design
- Drainage (Storm Sewer)
- Streetscape Design
- Public Involvement
- Construction Administration

Traffic forecasts were prepared based on a combination of city counts and Palmer Engineering-performed counts. A VISSIM traffic simulation was developed, and recommendations were made indicating where turn lanes needed to be extended or could be reduced and still manage the design year traffic flows. The addition of greenspace was a goal of the project with compression of the intersection reducing unused pavement areas, resulting in shorter pedestrian crossing lengths.



Project Information:

Agency:
Lexington-Fayette Urban County
Government (LFUCG)

Client Contact:
George Milligan
859-258-3208

Dates: 2010-2011 (Feasibility)
2014 (Construction)

Streetscape improvements were examined to incorporate green technologies and potentially urban art. Back-in parking was implemented as a method to increase the number of available parking spaces and provide safety benefits over the existing parallel parking. An initial public meeting was held to present alternative schemes of improvements with a variety of median access management methodologies. With input from that meeting, a final preferred alternative was developed. Two meetings were held with the general public, and one meeting was held with local business. Additionally, meetings have been held with stakeholders and utility companies for additional input.



The project received local funding to complete the initial phase of work consisting of repaving, restriping, modifying signals, and reducing the footprint of the intersection. Palmer Engineering coordinated with KYTC and utility companies to complete the design. The initial phase was completed in 2014.



*Streetscape Concept
of Preferred Alternative*

KYTC Traffic Engineering--Corridor Studies Projects

Newtown Pike / I-75, Fayette County
US-42 / I-264, Jefferson County
US-25, Laurel County
US-31W, Hardin County

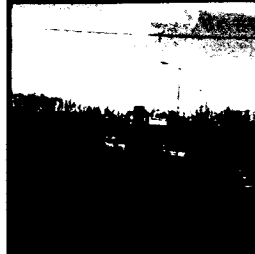


Project Description:

Palmer Engineering has performed multiple traffic engineering tasks on high corridor studies for KYTC. Selected projects include:

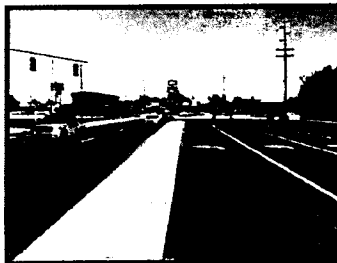
KY-922 / Newtown Pike at I-75, Fayette County

This project consists of development of alternatives for adding a third lane from Pintail Drive at the Griffin Gate Marriott to the I-75 southbound on-ramp to relieve congestion along Newtown Pike. Other alternatives will investigate improving the on-ramp geometry and modifying the on-ramp to two lanes. Existing traffic and proposed traffic were analyzed for levels of service and delay using HCS software, and VISSIM simulations were developed for each alternative.



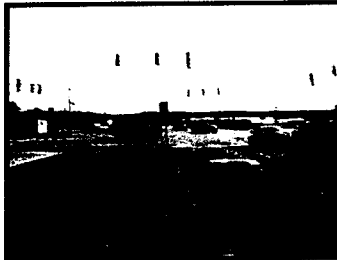
US-42 / I-264, Jefferson County

The US-42 Interchange at I-264 (Watterson Expressway) is plagued by severe congestion caused both by high traffic demand and the lack of adequate access management spacing along US-42. Signalized intersections with Rudy Lane to the West and Old Brownsboro Road to the east are closely spaced with the interchange ramp signals. Back-ups extend out on I-264 during the extended evening peak from both the north and the south. Morning peaks have queues in the range of 4000 feet along US-42 traveling westbound to turn south on I-264. Palmer Engineering was selected to prepare a Planning Study and Environmental Overview including technical studies to analyze potential solutions to relieve congestion at this location. Traffic Forecasting was performed to develop reliable design and intermediate year forecasts that included four upcoming developments in the area and a new VA Hospital. KIPDA model forecasts were obtained and modified to include development projections. The Planning Study also included consideration of a slip Ramp at Brownsboro Road (which has been constructed and is open to traffic), new connections from Old Brownsboro Road to US-42, and interim improvements for the preferred alternative and low-cost options in case of limited funding. Phase I design is currently in progress.



US-25, Laurel County

This 6.97-mile segment of US-25 in Laurel County currently is operating at or exceeding available capacity. The road has a history of crashes along the project corridor. In 2011, Palmer Engineering was selected to provide Phase I Design and Environmental Services, and Phase II Design began in Fall 2013. Detailed traffic modeling and analysis were used to evaluate operational characteristics for a full range of improvement scenarios. Palmer Engineering used a new module for the Highway Capacity Software (HCS). Termed HCS Streets, this module allows for interactive analyses of intersections to define the operational characteristics as they operate in combination as opposed to prior HCS analyses wherein intersections had to be analyzed individually and then adjusted manually to reflect the interactivity among intersections.



US-31W, Hardin County

This project involves improvements to US-31W in Hardin County from the US-31W Bypass in Elizabethtown to the North Wilson Road Interchange in Radcliff. Palmer Engineering is responsible for both traffic analyses and final design for the project. Palmer used the new HCS Streets module within the *Highway Capacity Manual* as well as CORSIM micro-simulations to evaluate existing operational characteristics for the corridor. Potential scenarios for improving access management were used as a starting point for analysis of proposed improvements to the corridor.



Project Managers:

- Kevin Damron, PE
- David Lindeman, PE, PLS
- Gary Sharpe, PE

Common Team Members:

- David Lindeman, PE, PLS
- Stephen Sewell, PE, PTOE
- Kevin Damron, PE
- Gary Sharpe, PE, PLS

Project Similarities:

- Roadway Design
- Traffic Engineering
- Alternatives Development
- Construction Administration
- Intersection Analysis / Design
- Access Management
- Highway Capacity Analysis
- Signal Analysis and Timing

Project Information:

Agency:

KYTC Districts 7, 5, 11, 4

Client Contact:

Rob Sprague, KYTC District 7
859-246-2355

Travis Thompson, KYTC District 5
502-210-5481

David Fields, KYTC District 11
606-598-2145

Brad Bottoms, KYTC District 4
270-766-5066

Dates:

2015-Present
2009-2011 (Planning Study)
2011-Present (Phase I Design)
2011-Present
2012-Present

Utility Coordination and Relocation Multiple Locations, KY



Roadway Design and Civil Project with Utilities

Project Manager: Various

Project Description:

Selected roadway design and civil projects involving coordination and/or relocation of utilities from among the hundreds performed by the Palmer Team include:

KY-15, Perry County, KY - The project involves multiple design activities including two grade-separated intersections/interchanges, conceptual design, and final design for a new bridge over the North Fork of the Kentucky River that also spans Perry Park Road. The project involves identification of utility impacts and coordination with multiple utilities.



KY-89 Utility Coordination, Estill County, KY - Palmer Engineering is responsible for coordinating the relocation of utilities for the reconstruction of 0.91 miles of KY-89 from Rice Street to the Irvine Bypass to an urban roadway with 3-lanes, curb and gutter, and sidewalks. This process involves regular coordination with the impacted utility companies through meetings and individual contacts to orchestrate the utility relocation agreements within a compressed schedule to meet the letting date. A Utility Strip Map was created containing the existing and proposed utility relocations to facilitate improved coordination between the utility companies and KYTC personnel.



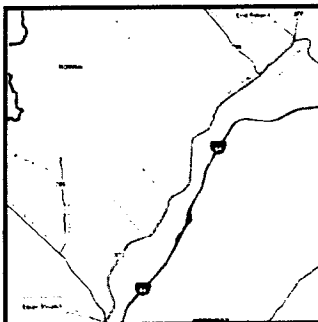
US-68 Utility Relocation Design, Trigg County, KY - Palmer Engineering is designing the relocation of water, sanitary sewer, and overhead electric for Lake Barkley State Park impacted by the proposed mitigation sites for the construction of the section of US-68 on the East End of Lake Barkley Bridge. Palmer team members coordinated with representatives of the Department of Parks, Lake Barkley State Park, and Barkley Lake Water District. Palmer personnel designed relocation plans for the water and sewer lines owned by the park for inclusion into the roadway plans and facilitated the design of the relocation plans for overhead electric through a DBE electrical engineering subcontractant. The project was a very high KYTC priority and the assignment was fast-tracked to meet the Fall 2015 letting.



Lake Barkley Raw Water System, Hopkins County, KY
This project, designed by Jackson Group, included a new 20 MGD raw water intake on Lake Barkley near Cadiz, KY, 27 miles of 36" DI pipeline, and a new discharge structure to the existing 220 MG South quarry Lake near the existing Moss WTP in Hopkinsville, KY. Raw water was also provided to the local Lake Barkley Regional Water District and the City of Cadiz; Services included a feasibility study, intake site selection, preliminary design, alignment and right of way, final design, utilities coordination, permitting (COE and KDOW), bidding, and construction management; The total cost of the project was \$18 million, and the first water was pumped through the system in 2007.



KY-377 Widening--Gas Distribution Relocation, Rowan County, KY - This project consisted of the design, construction management, and inspection of the relocation of more than 30,000 LF of 4"-6" PE gas line along the majority of the corridor; Coordination with the MUPT, KYTC District 9, and other utilities on rights of way and location conflicts are included in the scope of services.



Common Team Members:

- Stephen Sewell, PE, PTOE
- Greg Isaacs, PE
- David Lindeman, PE, PLS
- Gary Sharpe, PE, PLS
- Stephanie Blain, PE
- Lyle (Rick) Wolf, PE (Jackson Group)

Project Similarities:

- Utility Coordination
- Utility Relocation

Project Information:

Agency:

KYTC District 10
KYTC District 1
Hopkinsville Water Environment Authority (HWEA)
Morehead Utility Plant Board (MUPE)

Client Contact:

Corbett Caudill, PE
KYTC District 10
606-666-8841

Michael McGregor, PE
KYTC District 1
270-898-2431

Derrick Watson
HWSEA President and CEO
270-887-4129

Billy Winkelman, Gen. Manager
Morehead Utility Plant Board
606-784-5538

Dates:

2012-Present
2015-Present
2015
2016-Present
1996-2004

Lexington-Fayette Urban County Government
RFP #26-2016 – Request for Proposal for:
Versailles Road Corridor Improvement Project - Sections 1 & 2
Professional Services Pricing Sheet

Firm Name: Palmer Engineering

Task	Estimated Cost
1. Project Initiation	
a. Data Collection and Review	<u>\$ 3,600</u>
b. Field Survey	<u>\$ 10,800</u>
c. Deed Research	<u>\$ 10,800</u>
e. Meetings	<u>\$ 3,600</u>
Task Subtotal	<u>\$ 28,800</u>
2. Design	
a. 60% Design Plans and Report with Cost Estimate	<u>\$ 43,200</u>
b. 100% Design Plans and Cost Estimate	<u>\$ 86,400</u>
c. Final Edited Plans and Cost Estimate (if Required)	<u>\$ 10,800</u>
d. Specifications and Bid Documents	<u>\$ 10,800</u>
e. Meetings	<u>\$ 9,000</u>
f. Permitting	<u>\$ 8,100</u>
Task Subtotal	<u>\$ 168,300</u>
3. Bid and Construction Phase	
a. Bid Administration Assistance	<u>\$ 6,000</u>
b. Construction Phase Assistance	<u>\$ 6,000</u>
c. Meetings	<u>\$ 1,500</u>
Task Subtotal	<u>\$ 13,500</u>
Total Estimated Cost of Professional Services	<u>\$ 210,600</u>

Additional Services - Unit Cost Basis

Temporary Construction Easement Description and Drawing	
Cost per Property	<u>\$ 2,400</u>

Palmer Engineering Company
2016 Standard Rate Schedule
 Effective through February 28, 2017

Wage Rates	Regular Hourly Rates	Overtime Hourly Rates
Two (2) Person Survey Crew	\$195	\$225
Three (3) Person Survey Crew	\$240	\$275
Party Chief	\$120	\$120
Instrumentman	\$90	\$100
Surveyor (PLS)	\$130	\$130
Principal	\$225	\$225
Project Manager	\$170	\$170
Engineer (PE)	\$160	\$160
Engineer (EIT)	\$105	\$105
Engineering Technician II	\$120	\$135
Engineering Technician I	\$90	\$100
Environmental Technician II	\$120	\$120
Environmental Technician I	\$95	\$105
Clerical	\$75	\$85

Expense Rates	Rate Per Unit
Mileage - Automobile	\$0.50 per mile
Mileage - Truck	\$0.63 per mile
Per Diem - Meals Only	\$30 per manday
Per Diem - Meals & Lodging (1 per room)	\$115 per manday
Per Diem - Meals & Lodging (2 per room)	\$85 per manday
Concrete Monuments	\$25 each
Iron Pins with Caps	\$7.50 each

AFFIDAVIT

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

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

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

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

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


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

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

Continued on next page

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

Further, Affiant sayeth naught.

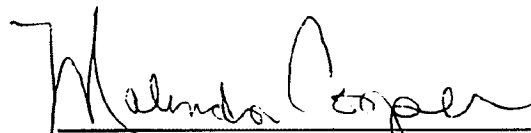


STATE OF Kentucky _____

COUNTY OF Clark _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by David Lindeman, PE, PLS on this the 11th day of August, 2016.

My Commission expires: 08/25/2019 _____


_____ ID # 640625
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

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

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

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

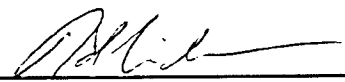
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

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

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

Bidders

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



Signature

Palmer Engineering

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Palmer Engineering

Date: 08 / 11 / 2016

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispani c or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	8	8														8	
Professionals	54	48	4	1										1		50	4
Superintendents	8	8														8	
Supervisors																	
Foremen																	
Technicians	21	17	4													17	4
Protective Service																	
Para-Professionals																	
Office/Clerical	8		8														8
Skilled Craft																	
Service/Maintenanc	2	1	1													1	1
Total:	101	82	17	1										1		84	17

Prepared by: Kim Warren, CPA - Chief Financial Officer

Name & Title

Firm Submitting Proposal: Palmer Engineering

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

Contact Name: David Lindeman Title: President and CEO

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

Email address: dlindeman@palmernet.com



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 26-2016

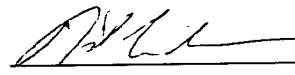
The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval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

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Integrated Engineering Eddie Mesta, PE 166 Prosperous Place, Suite 220 Lexington KY 40509 Phone: 859-368-0145 eddie@int-engineering.com	DBE	Survey, Drainage, Landscape Design, and Bicycle / Pedestrian Facilities	\$50,000	22%
2. Jackson Group Lyle (Rick) Wolf, Jr., PE 3945 Simpson Lane Richmond, KY 40475 Phone: 859-623-0499 rwolf@jacksongroupco.com	SDVOB	Drainage and Landscape Design	\$22,000	10%
3.				
4.				

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

Palmer Engineering
Company

08/11/2016
Date


Company Representative

President and CEO
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # 26-2016

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

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

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

 Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

Palmer Engineering

Company
08/11/2016

Date



Company Representative
President and CEO

Title

GENERAL PROVISIONS

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

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

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

no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

A. Termination for Cause

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

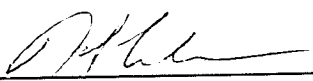
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according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

B. At Will Termination

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

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

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



Signature

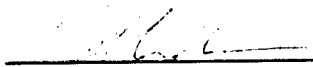
08/11/2016

Date

AFFIRMATIVE ACTION

POLICY STATEMENT

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



David Lindeman, President

January 4, 2016

January 2, 1986
Revised/Updated January 4, 2016

PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN


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

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

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

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

PALMER ENGINEERING COMPANY



David Lindeman, President

January 2, 1979
Revised January 4, 2016


NOTICE

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

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

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

PALMER ENGINEERING COMPANY



David Lindeman, President

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
OR	
Employer identification number	
6	1
-	0
6	7
9	0
1	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>[Handwritten Signature]</i>	Date ▶ <i>1/6/16</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

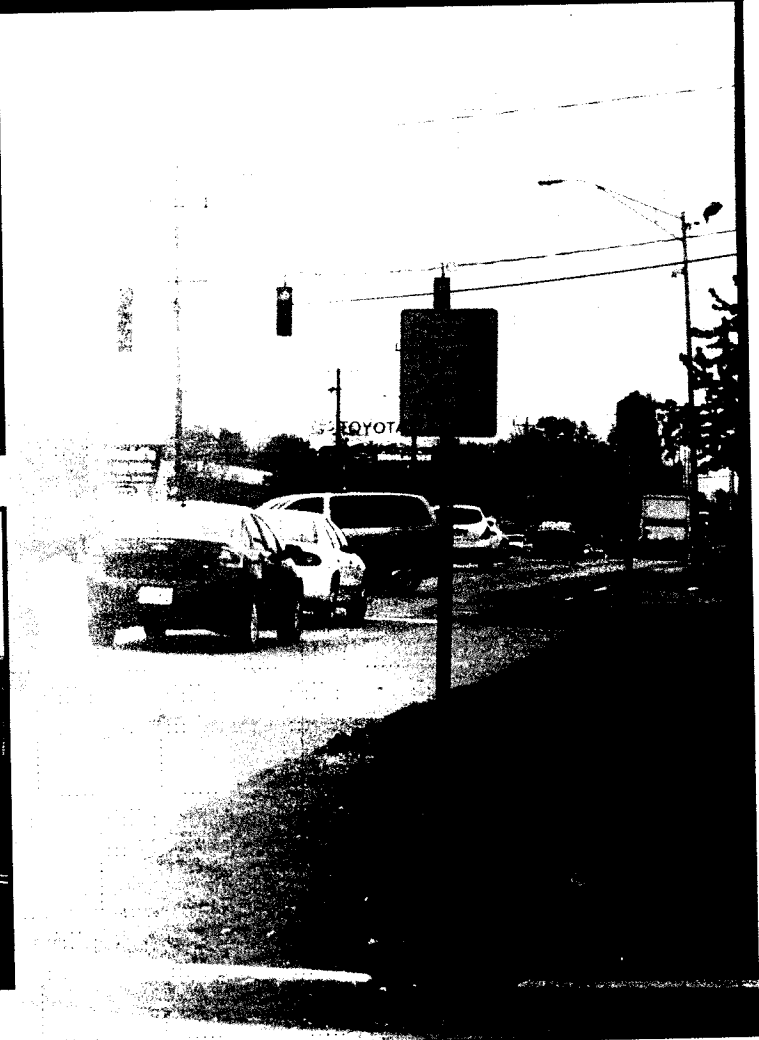
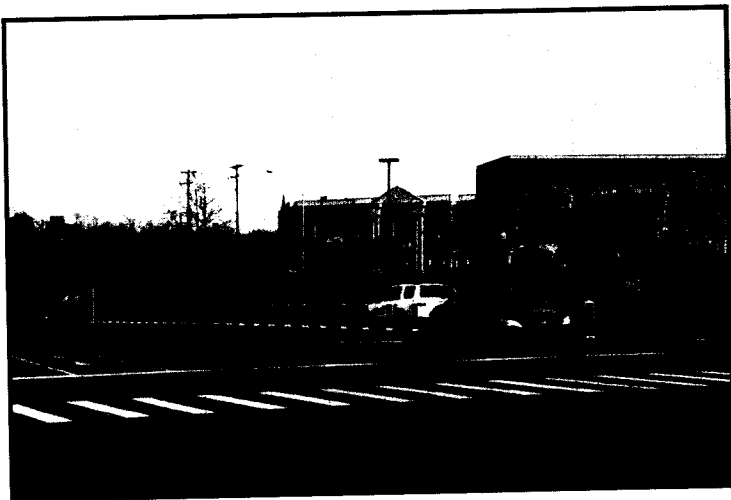
• Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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



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

EXHIBIT C

CERTIFICATE OF INSURANCE

