

## **ENGINEERING SERVICES AGREEMENT**

**THIS IS AN AGREEMENT** made as of \_\_\_\_\_, 2014, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Palmer Engineering (**CONSULTANT**). **OWNER** intends to proceed with the Structure or Bridge Design as described in the attached Exhibit A, "Request for Qualifications for Professional Engineering Services, Contract 4, RFP #13-2014." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. 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, mechanical, electrical and/or sanitary engineering services incidental thereto.

#### **1.2. Project Phase**

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

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Request for Proposals/Scope of Engineering Services and Related Matters, Contract 4, RFP# 13-2014" (including Addenda 1-3), and attached Exhibit B the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP# 13-2014), and amendments to the **CONSULTANT'S** proposal included in

**attached Exhibit C “Further Description of Basic Engineering Services and Related Matters.”**

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

- 1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4.** The **CONSULTANT** shall submit three (3) copies (hard copies) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5.** After the **OWNER’S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall deliver five (5) copies (hard copies). One electronic copy of all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER’S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hard copies) are required in addition to an electronic copy.
- 1.2.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

**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 or approvals necessary 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 in the performance of this Agreement. See attached Exhibit C "Further Description of Basic Engineering Services and Related Matters" for the 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.
- 4.3.** If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
  - 4.3.1.** If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
  - 4.3.2.** If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Project Assignment shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to

operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

- 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
- 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

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

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

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

**OWNER** shall issue individual Project Assignments for each work assignment performed under this agreement by **CONSULTANT** or its sub-consultant(s). Each Project Assignment shall contain scope of work, fee and schedule for performance of the work. Individual Project Assignments shall be of the form included in Exhibit C.

- 5.1.1.a Fee payable to **CONSULTANT** under individual Project Assignments shall be developed using hourly rates included in Exhibit C or as amended in accordance with provisions herein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each Project Assignment. For assignments with defined scope, lump sum assignments shall be issued. Otherwise Project Assignments shall include time and materials payment terms.
- 5.1.1.c Each Project Assignment issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER**'s designated agent in Section



8.1.1 shall be the only person authorized to provide such approval.

**5.2. 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 for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

**5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

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

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

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

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

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

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

## **6.4. Successors and Assigns**

- 6.4.1.** **CONSULTANT** binds himself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be

construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

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

## **6.5. Disputes**

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Planning, Preservation & Development, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

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

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

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

## **6.7. Security Clause**

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

## **6.8. Access to Records**

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

Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant engineering agreements.

## **6.9. Risk Management Provisions, Insurance and Indemnification**

### **6.9.1. Definitions**

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

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

- a.** **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors 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**.

**Coverage**

**Limits**

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, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms. A copy of the certificates shall be submitted to **OWNER** and attached as Exhibit "D" to this Agreement.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

- f. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- h. 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. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** 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 Definition of Default**

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

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

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

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

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

- 8.1.** This Agreement is subject to the following provisions.
- 8.1.1.** Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned A. Bradley Frazier, P.E., Director 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.** This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 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

PALMER ENGINEERING

BY: \_\_\_\_\_  
JIM GRAY, MAYOR

BY: *David Lindeman*  
David Lindeman, President

ATTEST:

\_\_\_\_\_  
URBAN COUNTY COUNCIL CLERK  
COMMONWEALTH OF KENTUCKY )  
)  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David Lindeman, as the duly authorized representative for and on behalf of Palmer Engineering, on this the 15 day of May, 2014.  
My commission expires: 11-11-14.

*Melanie M. Gabbard*  
NOTARY PUBLIC

**EXHIBIT A**

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

**RFP# 13- 2014**



# Lexington-Fayette Urban County Government

## Request for Proposal

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The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #13-2014 Request for Qualifications for Professional Engineering Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 21, 2014**.

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

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

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

If mailed, the envelope must be addressed to:

Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

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

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

**PRE-PROPOSAL MEETING AND QUESTIONS:** A non-mandatory **pre-proposal meeting** to be held on **Monday, March 10th at 10:00 AM** local time at the Phoenix Building, 101 E Vine Street, 4<sup>th</sup> Floor, Engineering Conference Room, Lexington, Kentucky 40507. Until this date, questions about the project may be submitted to the LFUCG Economic Engine website. **Deadline for questions after the Pre-proposal meeting shall be Tuesday, February 12<sup>th</sup>, 2014 at 2:00 PM local time.** Following the pre-proposal meeting, all questions from the meeting, as well as those received via the website, will be answered and posted on Economic Engine. NO questions will be entertained or responded to verbally.

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

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

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

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

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

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

## **Laws and Regulations**

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

## **Equal Employment Opportunity**

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

## **Kentucky Equal Employment Opportunity Act**

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and

orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

## **LFUCG Non-Appropriation Clause**

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

## **Contention Process**

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.



## SELECTION CRITERIA:

1. **Overall Expertise of the Firm.** (15 points total)  
Include at least 3 similar projects
2. **Overall Expertise of the Team members.** (25 points total)  
Include at least 2 similar projects in the last 5 years
3. **Past Performance in the service category.** (25 points total)  
Based on work for LFUCG and/or referenced clients.
4. **Project Manager Qualifications.** (15 points total)  
Include at least 3 similar projects in the last 5 years
5. **Office status and location of employees.** (20 points total)  
5.0 points - Prime has Fayette Co. HQ:  
4.5 points - Prime has "local" HQ:  
4.0 points - Prime has non-local Kentucky HQ:  
3.5 points - Prime has non-local KY office:  
1.0 to 3.0 points - Prime has no Kentucky office (consider distance):

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

### Questions regarding this RFP shall be addressed to:

Theresa Maynard, Buyer Senior  
Division of Central Purchasing  
[theresam@lexingtonky.gov](mailto:theresam@lexingtonky.gov)

or submitted to the website at <https://lfucg.economicengine.com>

**The Deadline for Questions is Thursday, March 12<sup>th</sup>, 2014 at 2:00 pm local time.**

## Affirmative Action Plan

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

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

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

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

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

## AFFIDAVIT

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

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

**Continued on next page**

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

Further, Affiant sayeth naught.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed, sworn to and acknowledged before me  
by \_\_\_\_\_ on this the \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

## EQUAL OPPORTUNITY AGREEMENT

### The Law

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

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

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

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

\*\*\*\*\*

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

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

### Bidders

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

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name of Business*

**WORKFORCE ANALYSIS FORM**

---

Name of Organization: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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

Prepared by: \_\_\_\_\_

**Name & Title**

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

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

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

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

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3rd Floor, Room 338  
Lexington, Kentucky 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)

Firm Submitting Proposal: \_\_\_\_\_

Complete Address: \_\_\_\_\_  
  Street  City  Zip

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_



**Lexington-Fayette Urban County Government**  
**MWDBE PARTICIPATION GOALS**

A. GENERAL

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

B. PROCEDURES

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

C. DEFINITIONS

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

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

#### D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

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

#### E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

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

- a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- b. Included documentation of advertising in the above publications with the bidders good faith efforts package
- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- f. Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- j. Provided the interested MWBDE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- j. Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce.

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

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



## MINORITY BUSINESS ENTERPRISE PROGRAM

Marilyn Clark  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
[mclark@lexingtonky.gov](mailto:mclark@lexingtonky.gov)  
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented resolution 167-91—Disadvantaged Business Enterprise (DBE) 10% Goal Plan in July of 1991. The resolution states in part (a full copy is available in Central Purchasing):

*“A Resolution supporting adoption of the administrative plan for a ten percent (10%) Minimum goal for disadvantaged business enterprise participation in Lexington-Fayette Urban County Government construction and professional services contracts; Providing that as part of their bids on LFUCG construction contracts, general Contractors shall make a good faith effort to award at least ten percent (10%) of All subcontracts to disadvantaged business enterprises; providing that divisions of LFUCG shall make a good faith effort to award at least ten percent of their Professional services and other contracts to disadvantaged business enterprises...”*

A Disadvantaged Business Enterprise is defined as a business that has been certified as being at least 51% owned, operated and managed by a U.S. Citizen of the following groups:

- African-American
- Hispanic-American
- Asian/Pacific Islander
- Native American/Native Alaskan
- Non-Minority Female
- Economically and Socially Disadvantaged

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

<b>Business</b>	<b>Contact</b>	<b>Email Address</b>	<b>Phone</b>
<b>LFUCG</b>	Marilyn Clark	<a href="mailto:mclark@lexingtonky.gov">mclark@lexingtonky.gov</a>	859-258-3323
<b>Commerce Lexington – Minority Business Development</b>	Tyrone Tyra	<a href="mailto:tyra@commercelexington.com">tyra@commercelexington.com</a>	859-226-1625
<b>Tri-State Minority Supplier Diversity Council</b>	Sonya Brown	<a href="mailto:sbrown@tsmsdc.com">sbrown@tsmsdc.com</a>	502-625-0137
<b>Small Business Development Council</b>	Dee Dee Harbut UK SBDC	<a href="mailto:ddharbut@uky.edu">ddharbut@uky.edu</a>	
	Shiree Mack	<a href="mailto:smack@uky.edu">smack@uky.edu</a>	
<b>Community Ventures Corporation</b>	James Coles	<a href="mailto:jcoles@cycky.org">jcoles@cycky.org</a>	859-231-0054
<b>KY Department of Transportation</b>	Melvin Bynes	<a href="mailto:Melvin.bynes@ky.gov">Melvin.bynes@ky.gov</a>	502-564-3601
	Shella Eagle	<a href="mailto:Shella.Eagle@ky.gov">Shella.Eagle@ky.gov</a>	502-564-3601
<b>Ohio River Valley Women’s Business Council (WBENC)</b>	Rea Waldon	<a href="mailto:rwaldon@gcul.org">rwaldon@gcul.org</a>	513-487-6534
<b>Kentucky MWBE Certification Program</b>	Yvette Smith, Kentucky Finance Cabinet	<a href="mailto:Yvette.Smith@ky.gov">Yvette.Smith@ky.gov</a>	502-564-8099
<b>National Women Business Owner’s Council (NWBOC)</b>	Janet Harris-Lange	<a href="mailto:janet@nwbo.org">janet@nwbo.org</a>	800-675-5066
<b>Small Business Administration</b>	Robert Coffey	<a href="mailto:robertcoffey@sba.gov">robertcoffey@sba.gov</a>	502-582-5971
<b>LaVoz de Kentucky</b>	Andres Cruz	<a href="mailto:lavozydeky@yahoo.com">lavozydeky@yahoo.com</a>	859-621-2106
<b>The Key News Journal</b>	Patrice Muhammad	<a href="mailto:paatricem@keynewsjournal.com">paatricem@keynewsjournal.com</a>	859-373-9428



**LFUCG MWDBE PARTICIPATION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/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.

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**



**LFUCG MWDBE SUBSTITUTION FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**





**MWDBE QUOTE SUMMARY FORM**

**Bid/RFP/Quote Reference #** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

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

**Bid/RFP/Quote #** \_\_\_\_\_

**Total Contract Amount Awarded to Prime Contractor for this Project** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # \_\_\_\_\_

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

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

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

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

\_\_\_\_\_ Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible

units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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

\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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

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

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company Representative**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Title**

## **GENERAL PROVISIONS**

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

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

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

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

#### A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
  - (a) Failure to perform the contract according to its terms,

- conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
  - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
  - (d) Failure to diligently advance the work under a contract for construction services;
  - (e) The filing of a bankruptcy petition by or against the contractor; or
  - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

#### B. At Will Termination

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

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this

Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

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Signature

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Date



**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

**RFP #13-2014 Request for Qualifications for Professional Engineering Services**

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**A. 1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

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

**2.0. INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by a negligent act or omission, or the willful misconduct of the OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

**3.0 FINANCIAL RESPONSIBILITY**

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

#### 4.0 **INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

##### 4.1 Required Insurance Coverage

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

<b><u>Coverage</u></b>	<b><u>Limits</u></b>
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, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.

- e. 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.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONTRACTOR shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by OWNER.
- h. The General Liability Policy shall include an Environmental Casualty endorsement unless it is deemed not to apply by OWNER.
- i. 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.

4.2. Additional insurance coverage and amounts required, if any, are stated below:

NONE

4.3. 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.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.**

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'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 CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR 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. CONTRACTOR'S 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. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### 4.5. Verification of Coverage

Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.

#### 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

## 5.0 **SAFETY AND LOSS CONTROL**

- 5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.
- 5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.
- 5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records

and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

## **6.0 DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees 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 CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

00302720

# Request for Qualifications (RFQ) for Professional Engineering Services

## 1. Background

Lexington-Fayette Urban County Government (LFUCG) is accepting Statements of Qualifications (SOQs) from interested consulting engineering firms for professional engineering services, including design, bidding assistance and construction administration for infrastructure improvements. This RFQ shall serve as the initial step in solicitations for specific projects. Pre-qualifications of firms will be followed by solicitations of design fee bids for specific projects from select firms. Approval of consultants' Pre-qualifications does not constitute a guarantee of being awarded projects at any point in the future; **there will be no guarantee of work for any firm or firms**. Selected consultants will be pre-qualified in six (8) separate categories of projects under separate contracts, and the possible numbers of firms that will be prequalified in this process are listed for each category:

- Contract 1 - Roadway corridor and intersection design/planning – **maximum number of firms 6**
- Contract 2 - Right-Of-Way or easement acquisition – **maximum numbers of firms 4**
- Contract 3 - Construction drawings review for DOE manual compliance – **maximum number of firms 4**
- Contract 4 - Structures or bridge design – **maximum number of firms 6**
- Contract 5 - Pedestrian, bike, or multimodal trail design/planning – **maximum number of firms 6**
- Contract 6 - Traffic signal design – **maximum number of firms 4**
- Contract 7 - Geotechnical testing, analysis and design (subgrade improvements, foundations, pavement design or rehabilitation, etc.) – **maximum number of firms 4**
- Contract 8- Construction inspection – **maximum number of firms 4**

Consultants may request prequalification in any or all of the listed project types. Engineering services for other projects not detailed above shall be solicited in a separate procurement.

The Urban County Government reserves the right to re-solicit qualifications after each prequalified firm has had the opportunity to submit fees for at least one project. However, if a firm that submitted Pre-qualifications in response to this solicitation experiences a change in staffing or expertise that substantially changes their qualifications to perform work under this program, they must communicate the change in qualifications to LFUCG in written addenda.

## **2. Contract Type and Contracting Process**

Each prequalified firm shall be awarded with an indefinite service delivery contract. Projects assigned to prequalified consultants shall be completed on a negotiated fee basis, authorized in an approved Project Assignment. Only the approval of a project-specific Project Assignment shall constitute a notice to proceed on specific projects.

The intent of this procurement process is to assign projects to contracted firms on a rotational basis. LFUCG will rank proposers and select all qualified consultants in each project category for design work for a 365 day period beginning from contract execution date. LFUCG will have the option to renew the indefinite delivery contracts on an annual basis, at its sole discretion. LFUCG will also reserve the option to add additional qualified firms using another, identical RFQ process.

The firms will be initially ranked by their point totals based on the evaluation criteria. After the selection ranking, the firm with the highest total dollar value of Division of Engineering (DOE) contracts over the last 24 months (from the date of advertisement of this RFQ) will be placed at the bottom of the list for new project work. The process will continue until all firms with recent DOE work have been ranked from highest value of DOE contracts to the lowest value of DOE contracts over the last 24 months. The remaining firms that have not been awarded any DOE contracts over the last 24 months will then be ranked according to their point totals from the initial rankings with the highest scored team being the number one team on the list.

When LFUCG initiates a particular project, the three highest ranked firms in that particular category of project will be asked to submit a fee proposal to perform the engineering services described by LFUCG, which will generally include the provisions of Section 3 below. The cost proposal shall use the hourly rates submitted and be based upon a man-hour projection. If more than one year has passed since the firm was prequalified, the cost proposal shall confirm in writing that the firm's qualifications have not changed. NOTE: firms will be allowed to adjust their hourly rates on the third anniversary date of their executed agreement for proposals to be submitted in the coming years (and every three years after that for long-duration contracts). The firm submitting the lowest and best cost proposal will be given a written Project Assignment, If DOE and the firm currently under consideration cannot reach a final agreement for professional services, the next lowest fee firm will be asked to negotiate. If the second negotiation does not produce a written authorization to proceed, DOE will then initiate negotiation with the third firm. If that negotiation fails, DOE will solicit cost proposals from the next three ranked firms. The cycle will continue until negotiations lead to a written authorization to proceed. All firms who provided written cost proposals, were selected for negotiations, but were not issued a written authorization to proceed will be placed at the bottom of the list. Firms that provide a written cost proposal but are not invited to negotiate shall not lose their place on the consideration list.

As each firm is issued a Project Assignment for a specific project, they will then be moved to the bottom of the list, giving the next three highest ranked firms the opportunity to provide bids for the next project. When LFUCG initiates a particular project, any of the current highest ranked firms may decline the project if it does not have current capacity to complete the work. A firm may decline up to two projects without being moved to the bottom of that categories list. After declining a third project, the firm will then be moved to the bottom of the list.

LFUCG will assess the performance of the consultants at the conclusion of each project based on the quality of contract documents, the satisfactory completion of Project Assignments, and adherence to project budget and schedule. Written performance evaluations shall be kept on file with copies provided to the consultant. LFUCG, at its sole discretion, reserves the right to disqualify consultants from future Project Assignments based on performance.

### 3. General Project Description

The Consultant shall perform professional services as hereinafter stated which include customary civil, geotechnical, mechanical, structural, electrical, storm, and sanitary engineering services as related to the design, bidding, and construction administration of LFUCG projects. All work shall be conducted in accordance with the LFUCG DOE Manuals, to the best extent practical. Services during design may include:

- Review of DOE/LFUCG supplied or referenced information related to the project.
- Preparation of and adherence to a specific project schedule that ensures compliance with required project completion deadlines.
- Field Surveying will provide the latest photographic mapping and digital information that is available for the project assignment).
- Deed research / easement preparation as required. Easements may be in the form of metes and bounds, centerline, or platted as directed by DOE/LFUCG. If easement acquisition is included in the scope of services of the design consultant, easement negotiations with property owners will be the responsibility of the consultant.
- Geotechnical investigations as necessary to support design services, as well as testing and certifications during construction.
- Detailed design for new installations, replacement projects, or site specific specification of rehabilitation requirements and methods.
- Preparation of all permit applications (Corps of Engineers (COE), Division of Water (DOW), Kentucky Department of Highways (KDOH), LFUCG, Federal Emergency Management Agency (FEMA), railroad, other).
- Preparation of Storm Water Pollution Prevention Plans (SWPPPs) and/or Erosion and Sediment Control Plans as required.
- Preparation of Contract Documents (Plans and Specifications) in a suitable format for bidding and consistent with all DOE/Division of Traffic Engineering (DOTE)/LFUCG standards. (NOTE: DOE/DOTE may provide each consultant standard front end and technical specifications for their use. However, the consultant shall be responsible for reviewing the documents and incorporating project-specific elements as necessary for each project.).
- Preparation of Engineer's pre-bid Opinion of Project Costs.
  - Design meetings: kick-off, progress at 30% and 75% complete, final review.

Services during Bidding, including but not limited to the following, may or may not be included in an approved project assignment:

- Conduct pre-bid conference
- Respond to questions and issue addenda as necessary
- Bid review and evaluation and provide recommendation of award
- Enter quantities into Unit Price Contract spreadsheet and solicit the UPC contractors



Services during Construction, including but not limited to the following, may or may not be included in the Scope of Services for specific task orders:

- Contract administration
  - Review and approval of shop drawings
  - Responses to contractor requests for information (RFIs)
  - Review and approval of pay requests and change order requests
  - Preparation of Record Drawings/as-builts in hard copy and electronic formats, as directed by the DOE.
  - Provide Global Positioning Systems (GPS) coordinates for all constructed features in accordance with LFUCG standards
  - Final Inspection and preparation of punchlist
  - Project start-up and preparation of operations and maintenance manuals (pump stations)
  - Project Certification
  - Meetings – consultant will be responsible for agenda and preparation of meeting summary
    - Preconstruction
    - Monthly progress meetings
    - Project closeout meeting
- Resident Observation – full-time, on-site, including preparation of record drawings
- Provide as-built drawings

#### 4. Submittals

**Each firm responding to this RFQ shall submit individual SOQ's for each project category for which they request to be prequalified. Individual SOQ's should be spiral or comb bound to allow ease for archiving (no 3-ring binders). Each firm must submit one (1) master hardcopy, (1) electronic version in PDF format on a flash drive or CD and seven (7) duplicates (hardcopies) for each project category. Statements of Qualification shall be structured as follows:**

Section

1. Letter of Transmittal (**one page maximum**)
  - Clearly specify the project category(ies) for which Pre-qualifications are being requested.
2. Firm Qualifications (**two pages maximum**)
  - Provide an executive summary explaining why the firm should be selected to provide services for DOE projects, along with general information about the firm (and subconsultants) related to their history and general qualifications specific to the project category in which they believe they are qualified. Provide specific information related to qualifications to complete the project types for which prequalification consideration is requested.
3. Project Team (**six pages maximum**)
  - Provide an organizational chart identifying project manager, project engineers, surveyors, geotechnical subconsultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as

required. The identified team members must have measurable experience and contributions associated with the projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products.

4. List of Clients for Which Similar Work has Been Performed (**one page maximum**)
  - Provide client name, contact person, contact phone number and email address, and identify by name similar projects completed for each client.
5. List of Similar Projects Within the Desired Category (**two pages maximum**)
  - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion. .
6. Local Office (**one page maximum**)
  - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). “Local office” shall be defined as being located in counties served by the Bluegrass Area Development District (see [BGADD.org](http://BGADD.org) for a complete list). The attached form (Attachment 1) shall be used for this information.
7. Disadvantaged Business Enterprise (DBE) Involvement (**one page maximum**)
  - Provide a statement regarding the commitment to meeting the goals of LFUCG’s DBE program (see below).

## 5. Disadvantaged Business Enterprise (DBE) Notice

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

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Marilyn Clark, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street  
Lexington, KY 40507  
(859) 258-3323

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their Pre-qualifications submittal. However, they must state their commitment to meeting the goals of LFUCG’s DBE initiatives in each Task Order they are awarded.

## 6. Selection Criteria (Attachment 2)

Firms will be individually ranked for each category included in their proposals. The following criteria will be used by the evaluation committee to rank prospective firms:

Overall expertise of the firm in service category <sup>(1)</sup>	15 points
Overall expertise of the Team members in service category <sup>(1)</sup>	25 points
Past performance in the service category <sup>(2)</sup>	25 points
Project Manager Qualifications <sup>(3)</sup>	15 points
Office status and location of employees <sup>(4)</sup>	20 points
<b>TOTAL:</b>	<b>100 points</b>

### Notes:

1. Firms must have relevant experience in at least three similar projects to be rated as “acceptable”. Individual Project Team members should demonstrate significant experience in at least two similar projects in the last five years to be rated as “acceptable”.
2. Past performance on infrastructure projects completed under a government contract or government specifications.
3. Project Manager must have relevant experience with at least three projects in the last five years to receive maximum points.
4. Factors considered: Fayette County headquarters; Fayette County office established more than 12 months prior to issuance of this RFQ; office established in Bluegrass Area Development District counties more than 12 months prior to issuance of this RFQ. Project Manager must be located in the local office to be rated as “acceptable”. Proposals should clearly present all information regarding all firms submitting as a “team”. If the Prime firm qualifies for multiple point assignments, the highest one will be assigned.

Attachment 1

**Project Team Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DOE projects</b>
Headquarters				
Local Office				
PM Location				
<b>SubConsultants</b>				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.



## Attachment 2 – RFP #13-2014 Scoring Sheet

### RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

<b>Consultant Name:</b>				
<b>Project Category:</b>				
Selection Criteria	Notes  Score (1-5)	Weighted Factor Multiplier (A)	Total Points Possible (B)	Weighted Score (A x B)
Overall expertise of the firm	Acceptable: at least 3 similar projects:		15	
Overall expertise of the Team members	Acceptable: at least 2 similar projects last 5 years:		25	
Past performance in the service category	Based on work for LFUCG and/or reference clients:		25	
Project Manager Qualifications	Acceptable: at least 3 similar projects last 5 years:		15	
Office status and location of employees	5.0 - Prime has Fayette Co. HQ:		20	
	4.5 - Prime has "local" HQ:			
	4.0 - Prime has non-local Kentucky HQ:			
	3.5 - Prime has non-local KY office:			
	1.0 to 3.0 - Prime has no Kentucky office (consider distance):			
<b>Final Technical Score</b>			<b>100</b>	

## Attachment 2 – RFP #13-2014 Scoring Sheet

RFP #13-2014 – Request for Qualifications for Engineering Services for Division of Engineering Projects

Affidavit \_\_\_\_\_  
 Affirmative Action Plan \_\_\_\_\_  
 EEO Agreement \_\_\_\_\_  
 Workforce Analysis \_\_\_\_\_  
 Insurance \_\_\_\_\_

Comments:

Description	Adjective	Numeric Rating	Weighted Factor Multiplier (A)
Fails to meet minimum requirements; major deficiencies which are not correctable	Unacceptable	1	0.2
Fails to meet requirements, significant deficiencies that may be correctable	Poor	2	0.4
Meets requirements; only minor deficiencies which can be clarified	Acceptable	3	0.6
Meets requirements and exceeds some requirements; no deficiencies	Good	4	0.8
Exceeds most, if not all requirements; no deficiencies	Excellent	5	1.0

**EXHIBIT B**

**CERTIFICATE OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/30/2014

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

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

<b>PRODUCER</b>  The Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 502-244-1343 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 502-244-1411													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: AM Casualty Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: AM Casualty Co of Reading PA	20427	INSURER C: National Fire Insurance Co of Hartford	20478	INSURER D: XL Specialty Insurance Company	37885	INSURER E:		INSURER F:
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INSURER D: XL Specialty Insurance Company	37885														
INSURER E:															
INSURER F:															
<b>INSURED</b> Palmer Engineering Company  P. O. Box 747 Winchester, KY 40392															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6012733050	05/01/2014	05/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6012733078	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			6012733064	05/01/2014	05/01/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			6012733047	05/01/2014	05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability			DPR9710691	12/05/2013	12/05/2014	Each Claim	4,000,000
							Aggregate	4,000,000

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

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

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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**EXHIBIT C**

**PROPOSAL OF ENGINEERING SERVICES  
AND RELATED MATTERS**

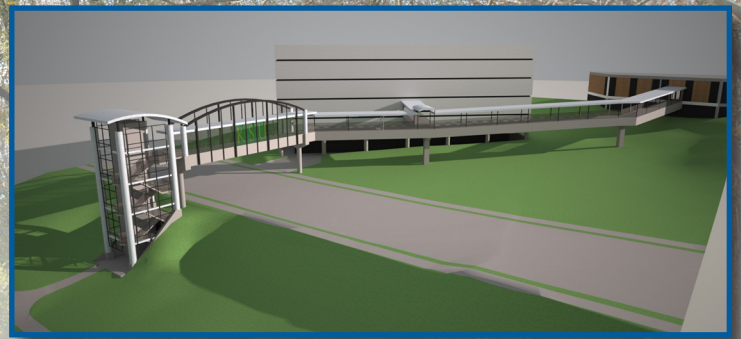


Statement of Qualifications  
for

# Professional Engineering Services RFP #13-2014

for the  
Lexington-Fayette Urban County Government

March 26, 2014







March 26, 2014

Ms. Theresa Maynard – Buyer Senior  
Lexington-Fayette Urban County Government  
Room 338, Government Center  
200 East Main Street  
Lexington, KY 40507

**RE: RFP #13-2014 Request for Qualifications for Professional Engineering Services**

Dear Ms. Maynard:

In response to the above-referenced Request for Proposals, Palmer Engineering wishes to express interest in providing services on the following contracts:

<u>Contract</u>	<u>Project Manager</u>
▪ Contract 1 – Roadway Corridor and Intersection Design/Planning	Stephen Sewell, PE, PTOE
▪ Contract 2 – Right-of-Way or Easement Acquisition	Kevin Damron, PE
▪ Contract 4 – Structures or Bridge Design	David Deitz, PhD, PE, SE
▪ Contract 5 – Pedestrian, Bike, or Multimodal Trail Design/Planning	Stephen Sewell, PE, PTOE
▪ Contract 6 – Traffic Signal Design	Chris Mischel, PE, CPESC

These contracts will be performed from Palmer's branch office in Lexington, KY, and headquarters in Winchester, KY. All of the project managers identified above, as well as staff in Palmer's Lexington office, are familiar with LFUCG, KYTC, FHWA, and LPA procedures. The Lexington office personnel have provided services on four LFUCG Division of Water Quality General Engineering Services contracts, and personnel from the Lexington office and the Winchester headquarters have provided services on the Chevy Chase intersection project and the New Circle Road project and well as projects for the University of Kentucky.

Mr. Sewell has successfully managed multiple transportation projects throughout Kentucky, including the KYTC Statewide LPA General Services Contract, the Chevy Chase intersection, and New Circle Road projects in Lexington. Mr. Damron, recently joined the Lexington office, and brings broad project management experience from his work as the former KYTC Deputy State Highway Engineer for Project Development and as a Chief District Engineer. Dr. Deitz is involved in the structure design of the Georgetown Road, Newtown Pike, and Lexmark bridges on the New Circle Road project. Chris Mischel has successfully managed civil engineering and traffic signal design projects in Lexington and throughout Kentucky, including the LFUCG Public Safety Emergency Operation Center on Cisco Drive.

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

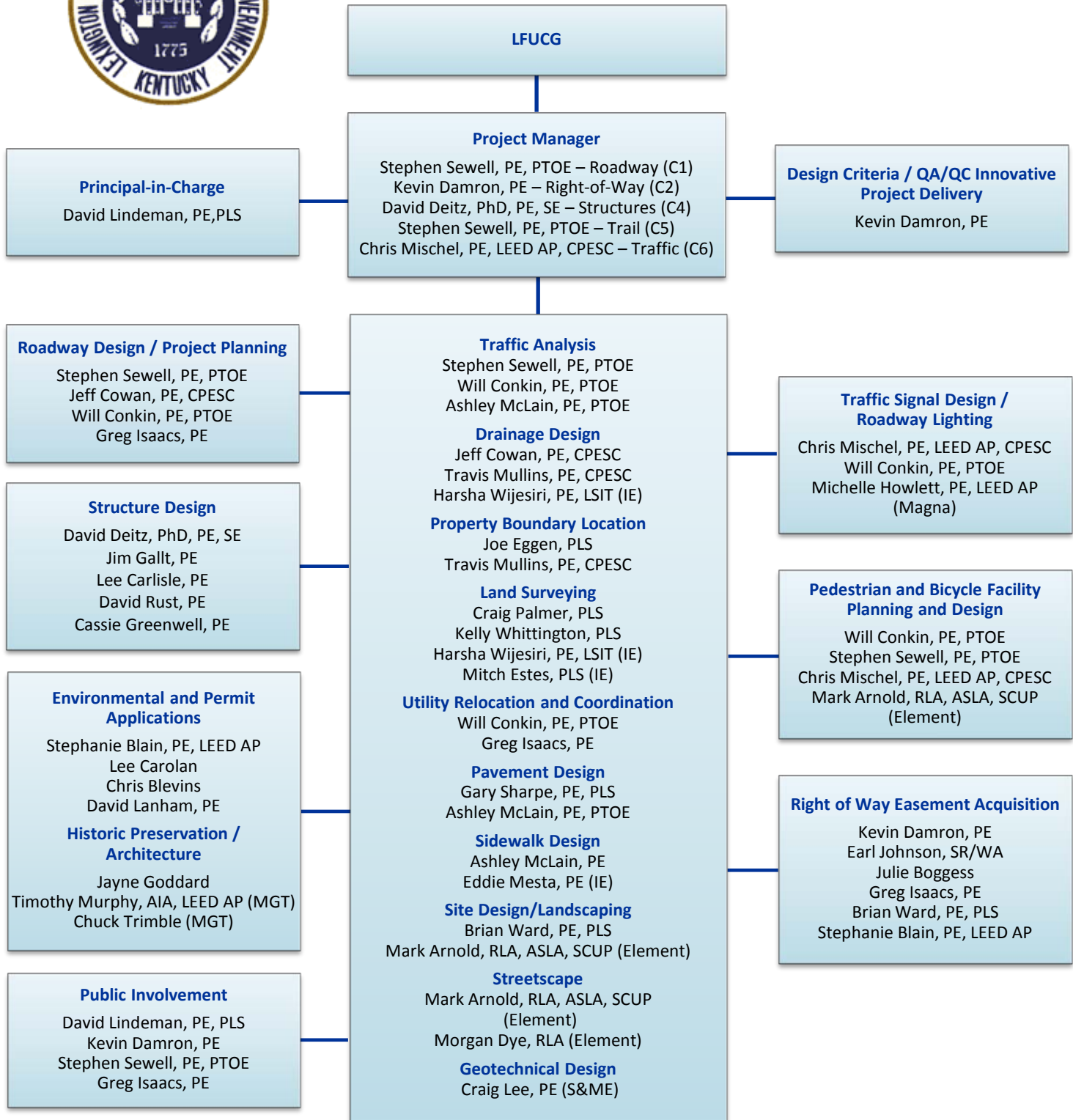
Thank you for the opportunity to present our professional qualifications. Palmer Engineering's previous experience with LFUCG, our commitment to exemplary customer service, and our technical qualifications make our firm the ideal selection for this project. Our selection will result in another successful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

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Lindeman', written over a horizontal line.

David Lindeman, PE, PLS  
President and CEO

# Palmer Engineering Team Comprehensive Organizational Chart



# Stephen Sewell, PE, PTOE

## Related Project Experience:

Mr. Sewell joined **Palmer Engineering** in 1999; Related project experience includes:

- **Chevy Chase Intersection Improvements, Lexington, KY for Lexington-Fayette County Urban Government, 2010-Present** - Project Engineer; developed intersection/roadway design and performed traffic analysis and 3D micro-simulations using VISSIM for four alternatives. 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.
- **Kentucky State University Pedestrian Walkway and Tower, Franklin County, KY for KSU and KYTC, 202-2013 (STW LPA Contract)** – Project Manager for a pedestrian walkway and elevator tower over US-60 on KSU campus; Coordinated architectural concept drawings and preliminary cost estimates for Phase I design; Coordinated utility relocations of overhead utilities to be buried or relocated from the project area; Coordinated design of a student drop-off lane near the elevator tower; Coordinated walkway design and connection into existing buildings including the survey of finished floor elevations.
- **Dawkins Trail and Trailheads, Magoffin/Breathitt/Johnson Counties, KY for KYTC, 2012-Present (STW LPA Contract)** - Project Manager for 18.4 miles of Dawkins Trail (Phase 2) including the rehabilitation of 10 bridges and a 1600 ft tunnel; The trail involves construction of a trailhead in Breathitt County and a new bridge over the Licking River; As part of the project, bridge rehabilitation/redecking plans will be developed along with drainage and permitting plans; Palmer has assisted the KYTC Office of Local Programs in the environmental/clearinghouse phases of the project; Project Manager for trailhead design of two locations along the first phase of the Dawkins Trail to accommodate horse trailers and cars and amenities such as bathrooms, landscaping, and shelters; Plans were developed and bid within 30 days, including right-of-way acquisition coordination with KYTC.
- **KY-3 (North Green River Road), Henderson County, KY for City of Henderson and KYTC, 2012-2013 (STW LPA Contract)** - Project Manager for 0.6 mile roadway widening to include curb and gutter and a multi-use path; 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.
- **KY-4 (New Circle Road), Fayette County, KY for KYTC, 2001-2002; 2006-2009; 2012-Present** – Project Engineer for the Planning Study for 6.1 miles of New Circle Road and Phase I Design for the development of an interchange with Newtown Pike; developed horizontal and vertical alignments for 3 interchange alternatives (SPUI, TDUI, Partial Cloverleaf); designed improvements to Georgetown Road ramps as a phased improvement to increase capacity; currently involved in Phase II Design to widen New Circle Road from Georgetown Road to Boardwalk Avenue including interchange reconstruction at Newtown Pike.



**Title:** Project Manager

**Role in this Project:**  
Project Manager

**Education:**

**University of Kentucky**  
BS, Civil Engineering, 2000

**Experience:** 15 years

**Professional Registrations:**  
**PE--KY-24030-2004; TN-113209-2009**  
**PTOE--National, 2007**

## Specialized Training:

- ODOT Traffic Academy: Interchange Justification Studies; 2012
- ODOT Traffic Academy: Traffic Signals; 2012
- KYTC Basic Traffic Engineering Design Course; 2012
- McTrans HCM 2010 Workshop; 2011
- University of Kentucky Young Engineer of the Year; 2011
- ITE Technical Conference and Exhibit; 2006-2008; 2011
- Member, KYTC Traffic Engineering Policy Group; 2010-Present
- ICC Special Inspections Training; 2010
- Critical Path Method: Intro to the Method and Software; 2010
- Safety Aspects of Timing Signalized Intersections; 2009
- Traffic Impact Study Training; 2009
- Interstate Access Requests and Interchange Design Workshop; 2009
- Leadership PE 2008-2009
- Traffic Management Plan Training; 2008
- Transportation Impact Analyses for Site Development; 2008
- ITE Transportation Planning: Site Impact Analysis; 2008
- VISSIM Training; 2006





## Kevin Damron, PE

### Related Project Experience:

Mr. Damron joined **Palmer Engineering** in March 2014; project experience:

- **Chevy Chase Intersection Improvements, Lexington, KY for LFUCG, 2014-Present** - Providing QA/QC and evaluating project for innovative project delivery opportunities. Project involves reconfiguring the intersections of Euclid Avenue/Tates Creek Road/Fontain Avenue/High Street and a range of parking alternatives, and streetscape design concepts that reflect the unique character of the area and surrounding neighborhoods.
- **KYTC Deputy State Highway Engineer for Project Development, 2010-2014** - Directed the Divisions of Professional Services, Planning, Environmental Analysis, Highway Design, Highway Structures, and Right of Way and Utilities; Responsible for the development of all projects in the Kentucky Highway Plan and facilitated the KYTC record award of over \$5 billion of construction projects, including the Louisville Bridges, KY Lake Bridge, Harrodsburg Road Double Diamond, and the rehabilitation of US 60 between Lexington and Frankfort.
- **KYTC Chief District Engineer for District 12--Pikeville, 2007-2010** - Responsible for administration, coordination, and direction of all maintenance, construction, preconstruction activities, and 300+ employees as well as interaction with public officials and the general public.
- **KYTC Transportation Engineering Branch Manager for Preconstruction, 1997-2007** - Responsible for Environmental, Design, Right of Way, and Utility Relocation for Kentucky Highway Plan projects in District 12; Notable projects included the reconstruction of US 23, US 119, and US 460 in Pike and Letcher Counties and the replacement of more than 50 state and local bridges in the 7 counties of District 12; Also led the design and environmental for Interstate 66 in Pike County and the Mountain Parkway from Prestonsburg to Salyersville.



**Title:** Senior Project Manager  
**Role in this Project:** QA/QC--Innovative Project Delivery

### Education:

**University of Kentucky**  
MS, Civil Engineering, 1991  
BS, Civil Engineering, 1986

**Experience:** 27 years

### Professional Registrations:

**PE--KY-16975-1991**

## David Deitz, PhD, PE, SE

### Related Project Experience:

Dr. Deitz joined **Palmer Engineering** in 1998 and was named Deputy Director of Structures in 2006; project experience includes:

- **Kentucky State University Pedestrian Walkway and Tower, Franklin County, KY for KSU and KYTC, 2012-2013 (STW LPA Contract)** - Structural Designer for a pedestrian walkway and elevator tower over US 60 on KSU campus; developed structural design of beams and tower along with connection to existing buildings; designed box and steel beams during preliminary layouts including cost of enclosing the entire walkway.
- **KY-4, New Circle Road, Fayette County, KY for KYTC, 2012-Present** - Structures Deputy Project Manager for design of Georgetown Road, Newtown Pike, and Lexmark bridges. Palmer structural engineers worked closely with roadway designers to correct existing vertical clearance deficiencies as well as develop an efficient MOT which included maintaining the structural integrity of the existing structures during their phased removal.
- **US-60 over I-64, Clark County, KY for KYTC, 2008-Present** - Responsible for checking calculations and technical oversight for the design of a four-span (50' -134'-6"-134'-6"-82') PC I-beam bridge; Complexities of the design included insuring the structure meets clearance requirements for current and future interstate lane configurations and severe skew.
- **US-68 / KY-80 (Land Between the Lakes Bridge Replacement Project), Marshall and Trigg Counties, KY for KYTC, 2007-Present** - Bridge Designer for Bridge Type Study and final design for new bridges over Lake Barkley and Kentucky Lake. The project involves replacing two structurally deficient bridges, each of which is almost a mile long and contains one span over 500' long.



**Title:** Deputy Director of Structures  
**Role in this Project:** Structures Project Manager

### Education:

**University of Kentucky**  
PhD, Civil Engr. (Structures), 1998  
BS, Civil Engineering, 1992  
**University of Cincinnati**  
MS, Civil Engineering, 1995

**Experience:** 18 years

### Professional Registrations:

**PE--KY-21473-2000; 5 other states**  
**SE--KY-2001**



# Chris Mischel, PE, CPESC, LEED AP

## Related Project Experience:

Mr. Mischel joined **Palmer Engineering** in 1998; project experience includes:

- **Dawkins Line Trail and Trailheads, Magoffin/Breathitt/Johnson Counties, KY for KYTC Office of Local Programs, 2013-Present (STW LPA Contract)** - Project Engineer for 18.4 miles of Dawkins Trail (Phase 2) including the rehabilitation of 10 bridges and a 1600-ft tunnel; The trail involves construction of a trailhead in Breathitt County and a new bridge over the Licking River; Project Engineer for developing two greenfield sites into gravel trailheads that connect to the existing Dawkins Line Trail for parking areas for cars and trucks with horse trailers; Evaluated potential sites, developed conceptual site plan layout, and determined existing and proposed property boundaries for each trailhead property; Developed a full set of construction plans and details and calculated quantities for bidding purposes; Prepared application for a KPDES Permit; Prepared a Best Management Plan to provide erosion and sediment control on both sites.
- **Bluegrass Community and Technical College Sidewalk Trail for the City of Winchester, 2011; Bluegrass Community and Technical College, Site Development, 2006-2008** - Project Manager for preparation of civil engineering plans and cost estimates for a multi-phase trail within the BCTCS campus and throughout the Winchester-Clark County Industrial Park; Provided civil engineering design for 23,500 SF community college facility--grading and drainage for building and parking lot area of site; detention pond design for two ponds; utility coordination; and permitting
- **LFUCG, Public Safety Operations Center, 2013** - Project Manager for civil engineering for the proposed renovation/conversion of the former Youth Detention Facility to the new LFUCG Emergency Services Center; Coordinated with design team, county officials, FEMA and FEMA design team on meeting FEMA standards for the facility and providing an adequate number of parking spaces; overseeing civil engineering design.



**Title:** Director of Civil Engineering  
**Role in this Project:**

Pedestrian/Bike/Trail Design;  
Traffic Engineering

## Education:

**University of Kentucky**  
BS, Civil Engineering, 1997

**Experience:** 15 years

## Professional Registrations:

**PE--** KY-22628-2002; 7 other states

**CPESC--**4907-2008

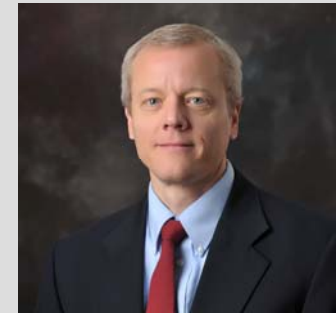
**LEED AP--**2009

# Jeff Cowan, PE, CPESC

## Related Project Experience:

Mr. Cowan joined **Palmer Engineering** in 1986; project experience includes:

- **KYTC Statewide Drainage for KYTC, 2010-2012 and 2012-Present** - Managed and led drainage design for updating hydrologic and hydraulic design of roadway projects in Clay County and Rowan County, bridge replacement projects in Pike County (including FEMA map revision) and Owsley County, and hydrologic and hydraulic study in Taylor County; **2010-2012** - Assisted in rewriting Chapter 1 and Chapter 3 of the updated Drainage Manual.
- **Broadway Avenue, Bowling Green, KY for City-County Planning Commission, 2007-2008** - Project Engineer; assisted in the roadway and drainage design, including roadway alignment and geometry, surface water interception, and storm sewer analysis for curve and intersection realignment of Broadway Avenue and High Street intersection.
- **KY-876, Madison County, KY for Madison County Government, (Design/Build with The Allen Company), 2006-2010** - Supervised the drainage design for 4 miles of rural roadway improvements; The first section was an accelerated design/bid/build section with final plans developed in 4 months; A second section was advanced to construction in 11 months as a design-build project; Subsequent sections were developed and advanced to construction as funding became available; Section 1 included a Flood Study (HEC RAS) for a double 10'x8' RCBC on Ball Branch Creek.



**Title:** Senior Project Manager /  
Chief Hydraulics Engineer

## Role in this Project:

Roadway; Right-of-Way; Structures

## Education:

**University of Kentucky**  
BS, Mechanical Engineering, 1984

**Experience:** 28 years

## Professional Registrations:

**PE--**KY-16389-1990; OH-60127-1996;

TN-102588-1995

**CPESC--**National-2900-2005





## Greg Isaacs, PE

### Related Project Experience:

Mr. Isaacs worked at **Palmer Engineering** from May 2006 until June 2007 and re-joined the firm in September 2008; project experience includes:

- **Chevy Chase Intersection Feasibility Study, LFUCG, 2010** – 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. The study included two public meetings and two merchant meetings to gather input regarding concerns of the community and business owners in the area. Based upon the input, the design team made recommendations for the selected alternative.
- **Ecton Park Sanitary Sewer Improvements for LFUCG, 2011-Present** - Project Manager for the evaluation of alternatives and design of the replacement of approximately 2,450 linear feet of sanitary sewer. The existing under-capacity sewer consists of vitrified clay pipe in sizes of 10" and 12" and precast manholes and is in poor condition. The new 12" gravity sewer will increase capacity and reduce infiltration.
- **Crimson King Court/Coldstream Court Stormwater, LFUCG, 2010** - Project Manager for the study to evaluate alternatives to remediate flooding of seven homes adjacent to a tributary stream of West Hickman Creek.



Title:  
Project Manager

Role in this  
Project:  
Public Involvement;  
Right-of-Way

### Education:

**University of Kentucky**  
BS, Civil Engineering, 1998

Experience: 19 years

### Professional Registrations:

**PE--KY-22845-2002**; 4 other states



## Stephanie Blain, PE, LEED AP

### Related Project Experience:

Ms. Blain joined **Palmer Engineering** in 2006; project experience includes:

- **Ecton Park Sanitary Sewer Improvements, Lexington, KY for LFUCG, 2011-Present** – Project Engineer for design / preparation of construction plans and specifications for approximately 1,865 linear feet of 12" gravity sanitary sewer replacement through the rear of multiple residential properties and a city park; coordinating with utility companies; submitting KDW Sanitary Sewer Construction Permit; coordinating with USACE and KDW concerning floodplain construction and stream crossings; preparing easements and exhibits; conducting meetings with property.
- **Crimson King Court / Coldstream Court Stormwater Study for LFUCG, 2010-2011** - Project Engineer; Performed mapping and editing services for the stormwater study of a 408-acre watershed extending from Man O' War to Sutherland Drive; Field survey information was collected to set up a hydrologic/hydraulic model using Stormnet; The model was utilized to provide three options to LFUCG to mitigate the flooding issues in the area.
- **KY-4, Fayette County, KY for KYTC, 2013-Present** – Project Engineer for approximately 1.0 mile of roadway widening of New Circle Road and improvements to the Newtown Pike interchange; Responsible for storm sewer layout and modeling, ditch analysis, and overall drainage coordination; Assisted in development of roadway and right-of-way plans.



Title:  
Project Engineer

Role in this  
Project:  
Right-of-Way;  
Permits

### Education:

**University of Kentucky**  
BS, Civil Engineering, 2007

Experience: 8 years

### Professional Registrations:

**PE--KY-28304-2011**

**KEPSC--KY-071000148-2007**

**LEED AP--National-2009**



## Julie Boggess

### Related Project Experience:

Ms. Boggess is an independent Right-of-Way Acquisition and Relocation Agent; project experience includes:

- **Louisville / Southern Indiana Ohio River Bridge Project (LSIORBP) in Jefferson County, KY for KYTC** - Relocation Agent; Completed 21 Miscellaneous, 3 Business, and 1 Billboard relocations; Currently completing 3 Billboard and 2 Business relocations.
- **North Wilson Road Widening, Hardin County, KY for KYTC** - Relocation Agent; Completed 1 Miscellaneous move and 1 Business move.
- **Three Springs Road, Warren County, KY for KYTC** - Relocation Agent; Completed 32 Acquisition Parcels.
- **I-65 to US-31 Connector, Warren County, KY for KYTC** - Relocation Agent; Completed 1 Residential Relocation Housing Payment (RHP) and 1 Miscellaneous Move; Currently completing 1 Farm Relocation and 1-Miscellaneous Move.
- **US-45N, Graves County, KY for KYTC** - Relocation Agent; Completed 4-RHPs for Tenant-Owned Mobile Home relocations, 3 RHPs for Residential relocations, and 2 Billboard relocations.



Title: Right-of-Way  
Acquisition and  
Relocation Agent

Role in this  
Project: Right-of-  
Way Acquisition and  
Relocation Agent

### Education:

**University of Kentucky**  
BS, 1992

Experience: 15 years

### Professional Registrations:

None

## David Lindeman, PE, PLS

### Related Project Experience:

Mr. Lindeman joined **Palmer Engineering** in 1986. He has served as a Principal, Vice President, and Director of Transportation; he was named President and CEO in June 2010; Related project experience includes:

- **Chevy Chase Intersection Improvements, Lexington, KY for LFUCG, 2010-Present** - Principal-in-Charge for a feasibility study to determine the cost/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 public meetings and meetings with businesses.
- **I-75 Interchange, Scott County, KY for KYTC, 2011-Present** - Principal-in-Charge for an interchange justification study along I-75 north of the US-62 interchange; study involved developing traffic forecast using the Georgetown/Scott County TransCAD model, using SYNCHRO and HCS to analyze traffic conditions, and preparing a report for FHWA.
- **KY-4--New Circle Road, Fayette County, KY for KYTC, 2001-2002 and 2006-Present** - Principal-in-Charge / Project Manager for survey, Phase I Design, Environmental, and Phase II Design that involved development of interchanges with Newtown Pike and Georgetown Road. The Partial Cloverleaf option at Newtown Pike was a low cost scenario that used two of the existing interchange loop ramps and was selected for advancement to final design (Phase II); The project also included improvements to the Georgetown Road ramps--which have been constructed--and Phase II design to widen KY-4 from Georgetown Road to Boardwalk Avenue including interchange reconstruction at Newtown Pike.



#### Title:

President and CEO

#### Role in this Project:

Principal-in-Charge

#### Education:

**University of Kentucky**  
BS, Civil Engineering, 1986

Experience: 29 years

#### Professional Registrations:

**PE--KY-16712-1991**; 13 other states

**PLS--KY-3284-1995**

## James Galt, PE

### Related Project Experience:

Mr. Galt joined **Palmer Engineering** as Structural Projects Manager in 1987. He became a principal in 1990, Vice President in 1995, Chief Operating Officer in 2001, President/CEO in 2005, and returned to the position of Vice President in 2010. Project experience includes:

- **University of Kentucky Pedestrian Bridge, Lexington, KY** - Project Manager for structural design services for two pedestrian bridges associated with a new parking structure. One bridge was a single-span structure for pedestrian traffic from the garage to another university facility; the second bridge was a multi-span structure that carries pedestrians over Limestone Street. Both structures utilized precast stressed concrete Type III I-beams.
- **I-64/I-65/I-71--Kennedy--(LSIORBP--Louisville/Southern Indiana Ohio River Bridges Project), Design Section 1, Jefferson County, KY for KYTC, 2004-2012 and Design-Build for Walsh Construction, 2013-Present** - Palmer's Principal-in-Charge for the Kennedy Interchange Redesign, consisting of three interstates (I-64, I-65, and I-71) in downtown Louisville, KY. Palmer Engineering was one of the four major firms comprising the Kentucky Transportation Associates (KTA) Team for the preliminary design of Section 1. Palmer Engineering is now a member of the design-build team with Walsh Construction for project delivery
- **I-65, Hart/Barren Counties, KY for KYTC, 1999-Present** - Principal-in-Charge for 6.3 miles of I-65 from MP 51.0 to MP 57.3; I-65 is being reconstructed to six lanes with a barrier wall in the median; preliminary design on three structures has been completed--including two overpasses and a bridge over Green River; drainage design on this project will include special retention structures to protect karst features from contamination by roadway runoff.



#### Title: Vice President

#### Role in this Project:

Structure Design

#### Education:

**University of Kentucky**  
Coursework completed for PhD  
MS, Civil Engineering, 1978  
BS, Civil Engineering, 1977

Experience: 36 years

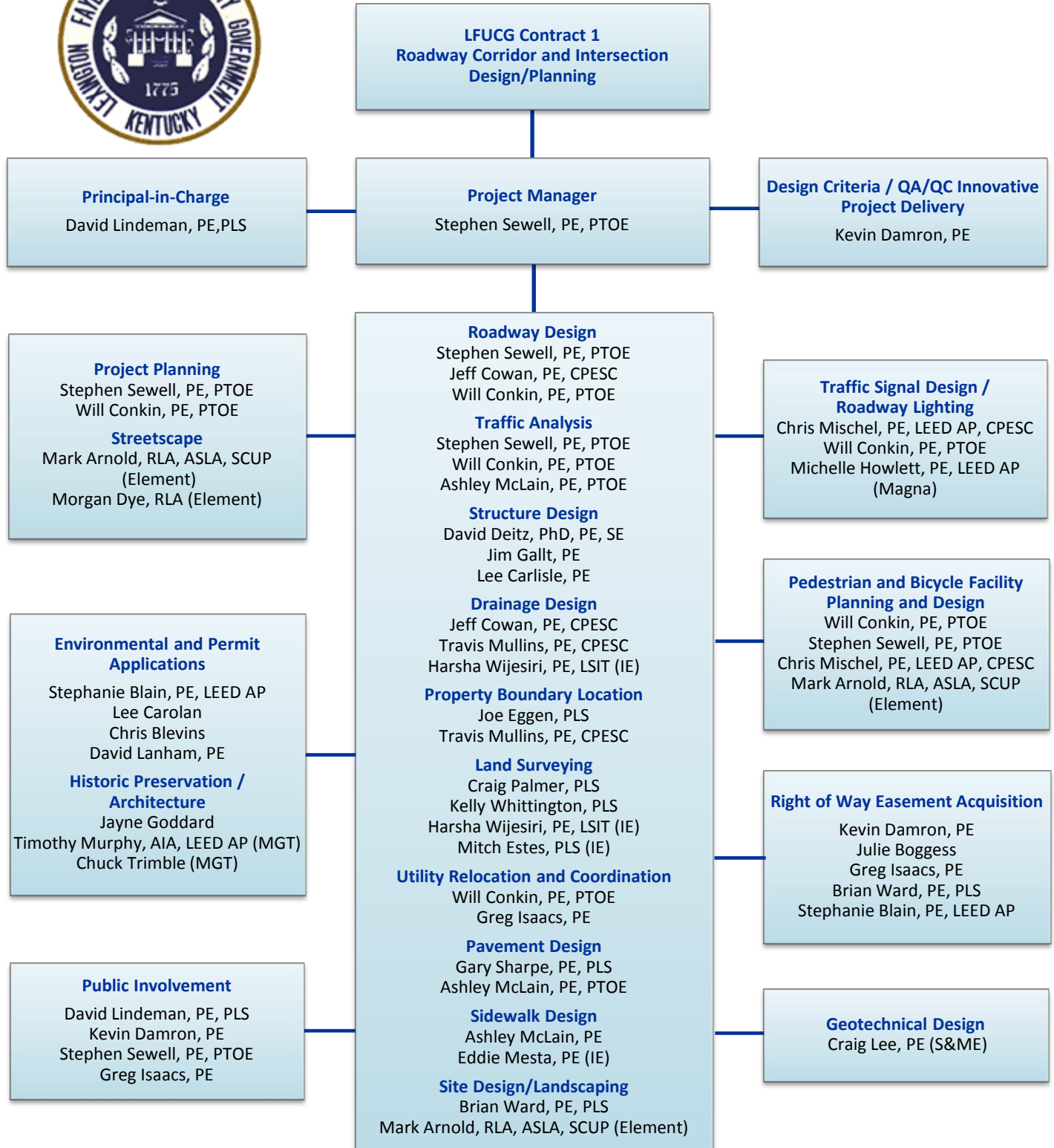
#### Professional Registrations:

**PE--KY-15283-1988**; 3 other states



# Project Team Organizational Chart

## Contract 1 - Roadway Corridor and Intersection Design/Planning





# PALMER ENGINEERING

## CONTRACT 1--Roadway Corridor and Intersection Design/ Planning Firm Qualifications



**Contract 1 - Roadway Corridor and Intersection Planning and Design** provides the Lexington-Fayette County Government (LFUCG) with a means to expedite engineering services to respond to transportation project needs including scoping studies, traffic engineering analysis, surveys, drainage studies, and rural/urban roadway design. Palmer Engineering is ideally positioned to work with LFUCG from our branch office in Lexington and headquarters in Winchester, KY because of our transportation engineering experience in Fayette County designing projects for both LFUCG and the Kentucky Transportation Cabinet (KYTC). Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts. Palmer Engineering has also been selected repeatedly by KYTC for Statewide Drainage, Environmental, Structures, and Local Public Agency (LPA) General Services Contracts. Our engineers' experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.

Over the past 45 years, **Palmer Engineering's** professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. The firm has 96 employees, including 42 registered professional engineers, 3 registered Professional Traffic Operations Engineers (PTOE), 3 registered structural engineers, 9 registered land surveyors, and 10 engineers-in-training available to provide the highest quality services. In order to respond to all needs of the LFUCG, Palmer Engineering has assembled a team of experienced professionals, who have proven they are capable of addressing all project scopes that may be assigned for Roadway Corridor and Intersection Design and Planning.

The **Chevy Chase Intersection Traffic Safety and Streetscape Redesign** represents the best example of how the Palmer Engineering Team will work with LFUCG to improve traffic operations in Lexington while meeting the local community's desire to create a pedestrian-friendly village environment for sustaining residential and business growth. This project included options for alternative intersection configurations, a range of parking alternatives, traffic simulations, and streetscape design concepts that reflected the unique character of the area and surrounding neighborhoods. Palmer Engineering led the public involvement efforts to gain public input from the Chevy Chase neighborhood including door-to-door coordination with many of the businesses. Element Design assisted Palmer with landscape architecture and streetscape design. Palmer is currently assisting LFUCG and KYTC to implement the intersection improvements by repaving and striping the area to the recommended layout while funding is pursued for the aesthetic features.

The **Kentucky State University (KSU) Pedestrian Walkway over US 60 in Frankfort** and the **North Green River Road in Henderson** were assigned under the KYTC Statewide LPA Contract and involve projects very similar to those anticipated with the **LFUCG Contract 1**. The KSU project involves the improvements to US 60 and the structural and architectural design of the pedestrian walkway. The North Green River Road project reconstructs a narrow two-lane roadway through a residential community with curb and gutter and the addition of a multi-use path for pedestrian and bike movement. Palmer's **Broadway Avenue Realignment Project in Bowling Green** also incorporated local public agency guidelines; traffic modeling, simulations, and graphic renderings were used with a Citizens' Advisory Committee and local officials to identify an improvement strategy that met project needs within the available budget.



### The Palmer Team:

Palmer Engineering has assembled an experienced team that has worked together on past LFUCG projects as well as KYTC Statewide LPA projects. **Stephen Sewell, PE, PTOE**, will be the Project Manager for the Palmer Engineering Team and the single point of contact with LFUCG. Mr. Sewell has successfully managed transportation projects in Lexington and throughout Kentucky including both the Chevy Chase Intersection Improvement and **New Circle Road between Boardwalk and Georgetown Road** in Lexington, the KSU Pedestrian Walkway and US 60 improvements in Frankfort, and the Broadway Avenue realignment project in Bowling Green. Mr. Sewell's experience, qualifications, and understanding of transportation issues provide LFUCG with a manager and designer who can complete any assigned task on time and within budget. **Jeff Cowan, PE, CPESC**, with more than 25 years of experience with roadway design and drainage analyses, has developed innovative designs for projects like the Broadway Avenue Realignment in Bowling Green and widening of US 460 in Georgetown, and has provided drainage expertise to KYTC through the Statewide Drainage General Services contracts since 2010. **Will Conkin, PE, PTOE**, will assist with the design and planning engineering activities associated with Roadway Projects, Pedestrian and Bike Facilities, and Traffic Signal Design and Roadway Lighting. This team will also assist the Department of Engineering with Scoping Studies similar to the **Seventh Street Traffic Study for Winchester** and the new **I-75 Interchange at Georgetown** for the Toyota expansion to evaluate traffic operations, expand existing transportation facilities, investigate solutions and respond to economic development opportunities.



The **Palmer Engineering Team** in our Lexington Branch Office will all play key roles in the development of solutions, public involvement, permitting, acquisition of right-of-way easements, utility coordination, traffic signal and lighting design, as well as local LFUCG coordination. LFUCG is familiar with this team through the on-going four general services contracts mentioned earlier with the Division of Water Quality (DWQ) and the Chevy Chase Intersection project. **Greg Isaacs, PE**, and **Stephanie Blain, PE, LEED AP**, have completed numerous projects for LFUCG, including the Chevy Chase Intersection Traffic Study, Ecton Park Sanitary Sewer, Coldstream Court/Crimson King Court, and the East Lake Trunk Sewer. Greg is a hands-on project manager who works closely with LFUCG Project Managers and the residential and business owners where these projects are located to ensure that the design balances with the community's needs and interests. Stephanie will prepare any needed permit applications for the Corps of Engineers, Division of Water, KYTC, LFUCG, and FEMA, and will assist the team with the preparation of the Storm Water Pollution Prevention Plans and the Erosion Control Plans as required. **Chris Blevins** and **Lee Carolan** will assist Stephanie and provide environmental oversight and analysis when necessary for NEPA environmental clearances.



**Kevin Damron, PE**, recently joined our Lexington Branch Office and will provide QA/QC guidance for Mr. Sewell and the LFUCG to implement innovative and practical solutions for matching project design with purpose and need and available funding. As the former KYTC Deputy State Highway Engineer for Project Development and a Chief District Engineer, Mr. Damron understands and appreciates the benefits of the general services contracts and how they can be used to expedite and streamline the delivery of projects, especially in the MPO areas where CMAQ and other federal funding is being utilized. **Chris Mischel, PE, LEED AP, CPESC**, will lead the engineering for the Traffic Signal Design and Roadway Lighting and will also assist with the planning and design of any Pedestrian and Bicycle Facilities. Mr. Mischel is currently working with LFUCG on the renovation of the former Youth Detention Center to become the highly anticipated new LFUCG Public Safety Operations Center. He will provide valuable experience to the team from his work on the Dawkins Trail in eastern Kentucky and traffic analysis studies for the City of Frankfort and US 31W in Bowling Green.

This Palmer Team has the expertise to respond to any LFUCG project challenge. **David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources to this contract to ensure that regardless of the work order size, the assignment will be a top priority and will be completed on time. **David Deitz, PHD, PE, SE, and Jim Gallt, PE**, will lead any engineering services for Structure Design and will be assisted by **Murphy Graves Trimble Architects** in the event that architectural enhancements are required on a project. **Craig Lee, PE**, of S&ME, will provide all geotechnical services. **Harsha Wijesiri, PE, LSIT**, of **Integrated Engineering**, a former Palmer Engineering employee, will handle most of the Land Surveying, assisted by **Craig Palmer, PLS**. Palmer Engineering's **Joe Eggen, PLS**, will provide the Property Boundary Locations and descriptions. Along with **Integrated Engineering**, the Palmer Team has also recruited **Magna Engineers** to ensure that we will meet or exceed the 10% Disadvantaged Business Enterprise (DBE) goals for this contract. We have worked closely with **Michelle Howlett, PE, LEED AP**, of **Magna**, a woman-owned business, and **Mark Arnold, RLA, ASLA, SCUP**, and **Morgan Dye, RLA**, of **Element Design** on prior LFUCG projects. More information on DBE Involvement is provided in Section 7 of this report. The Palmer Team has also recruited the independent services of **Julie Boggess**, a prequalified KYTC Buyer and Relocation Agent, to assist with any complex right-of-way acquisition or relocation.

#### **Reasons to Select Palmer Engineering:**

- Palmer Engineering's experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.
- Palmer Engineering Project Manager Stephen Sewell, PE, PTOE, and the entire Palmer Team have extensive experience and a proven history of successfully completing similar roadway planning/design projects.
- Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure, and Local Public Agency (LPA) General Services Contracts.
- Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts.
- Palmer Engineering is the only firm in Kentucky with three registered Professional Traffic Operations Engineers (PTOE). experienced at providing traffic analysis to optimize traffic signal timing for various types of intersections.
- Palmer Engineering and our team members have a demonstrated commitment to quality and to providing innovative, efficient design solutions within available funding.
- Palmer Engineering has received evaluations in excess of 90 points on a 100-point scale for the last 19 projects completed for the KYTC.
- 100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.

Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

## CONTRACT 1--ROADWAY CORRIDOR AND INTERSECTION DESIGN / PLANNING--SIMILAR PROJECTS

### CHEVY CHASE FEASIBILITY STUDY, LEXINGTON, KY

#### Project Description:

Palmer Engineering prepared a feasibility study to determine the cost and viability of implementing improvements proposed by a group of residents in the Chevy Chase neighborhood. The outcome of this study included options for alternative intersection configurations, a range of parking alternatives, and streetscape design concepts that reflected the unique character of the area and surrounding neighborhoods. Palmer Engineering led the public involvement efforts to gain public input from the Chevy Chase neighborhood including door-to-door coordination with many of the businesses. Element Design assisted Palmer with landscape architecture and streetscape design that include green technologies and urban art. Palmer is currently assisting LFUCG and KYTC to implement the intersection improvements by repaving and striping the area to the recommended layout while funding is pursued for the aesthetic features.



State: Kentucky  
Agency: LFUCG

Client Contact:  
Paul Schoninger  
859-258-3208

Dates: 2010-Present  
Project Length; Type of Improvement: 0.4 mile; Feasibility Study

Project Management:  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
Kevin Damron, PE

Construction Cost / Design Fee:  
\$58,407 Design Fee

### KSU PEDESTRIAN WALKWAY AND ELEVATOR TOWER FRANKLIN COUNTY, KY

#### Project Description:

This project—which will provide students/faculty a safe route from the south side of campus (with dorms and parking) to the north side (student center and all classroom buildings)—was performed under Palmer Engineering's Statewide LPA General Services contract.



The Palmer Team is currently working closely with KSU and KYTC officials on the structural and architectural design of the elevator tower and pedestrian walkway and the relocation of overhead utilities. As part of the project, an electrical transmission line is being relocated away from the project area due to clearance issues, and the remaining overhead utilities are being relocated underground. The Palmer Team recently presented two architectural renderings to the KSU President for approval and selection of a preferred concept. The project has proceeded into final design and is currently in the utility relocation phase with construction scheduled to begin in early 2014. Design Fee: \$456,589

State: Kentucky  
Agency: KYTC; KSU

Client Contact:  
David Moses, KYTC District 5  
502-210-5400

Jack McNear, KSU Associate VP  
502-597-5853

Dates: 2012-2013  
Project Length; Type of Improvement: 0.5 mile; Pedestrian Elevator Tower /Walkway

Project Management:  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
David Deitz, PhD, PE, SE

### KY-4 (NEW CIRCLE ROAD) FAYETTE COUNTY, KY

#### Project Description:

In 2000, Palmer Engineering was selected as part of a team to prepare a Planning Study for the widening of 6.1 miles of New Circle Road. Several innovative concepts, including roundabouts, were studied for improving the travel time, and three alternative widening concepts for the 4-lane were studied.

In 2004, Palmer was again selected to perform preliminary design for the Newtown Pike interchange. That contract began with an addendum to the Planning Study to evaluate the use of collector-distributor and service roads to connect the Newtown Pike and Georgetown Road interchanges. Low-cost improvement options to ramps at the Georgetown Road interchange were developed to provide improvements for the most severe congestion points. The Georgetown Road interchange has been constructed.



In 2012, Palmer Engineering was selected to perform Phase II Design to widen New Circle Road from Georgetown Road to Boardwalk Avenue including interchange reconstruction at Newtown Pike. Final design for the Newtown Pike interchange is currently in progress. Design Fee: \$2.93 million

State: Kentucky  
Agency: KYTC

Client Contact:  
Bob Nunley, KYTC District 7  
859-246-2355

Dates: 20000-Present

Project Length; Type of Improvement: 6.1 miles; Scoping Study; Roadway Widening; Interchange Design

Project Management:  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
David Deitz, PhD, PE, SE  
Chris Blevins



## CONTRACT 1--ROADWAY CORRIDOR AND INTERSECTION DESIGN / PLANNING--SIMILAR PROJECTS

### LPA PROJECTS--KYTC AND OTHER LOCAL GOVERNMENTS

#### Project Description:

#### ***KY-3, Henderson County, KY for KYTC and City of Henderson, 2012-Present***

North Green River Road in Henderson, KY, is currently a narrow two-lane road through a residential community with minimal shoulders and no bicycle or pedestrian facilities within the project limits. As part of the preliminary design phase, Palmer developed an innovative strategy that would combine the bike/pedestrian facilities on a multi-use path, which enabled the team to reduce right-of-way impacts and construction costs. The project improvements include widening the existing pavement to 11-ft lanes with curb and gutters along with correcting substandard sight distance along the 0.8 mile segment. As part of the design phase, Palmer assisted Henderson officials with right-of-way acquisition, utility relocation, and construction administration. As part of the public involvement phase, a Public Meeting and a local officials' workshop were held to gather input and to address public questions.



#### ***Broadway Avenue, Bowling Green, KY for City of Bowling Green, 2007-2008***

Palmer Engineering led the intersection the intersection analysis and alternative development to improve a Bowling Green intersection with two misaligned streets in a very sharp back-to-back S curve. Traffic modeling and simulations were used with graphic renderings during work with a Citizen's Advisory Committee and local officials to identify an improvement strategy that met project needs within the available budget. A storm sewer network and connecting drywell also were designed that avoided costly impacts to underground fiber optic, telephone, and sanitary sewer lines. The proposed alternatives – two conventional and one roundabout – corrected the current deficiencies, minimized impacts, provided pedestrian and bicycle facilities, and designed crosswalks. bicycle facilities, and designed crosswalks.



### SCOPING STUDIES AND PROJECTS

#### ***I-75, Interchange Justification Study, Georgetown, KY for KYTC, 2011-Present***

Palmer Engineering conducted the interchange justification study for KYTC required by FHWA for locating a new interchange along the US 62 corridor between the existing two I-75 interchanges at Georgetown. Palmer Engineering was then contracted by KYTC to prepare the final design plans and bid documents for a 2014 construction letting. This interchange will alleviate congestion associated with the Toyota expansion for building the Lexus automobile.



#### ***Seventh Street Traffic Improvements, Winchester, KY for City of Winchester, 2003-Present***

The purpose of this study was to investigate various ways of removing heavy truck traffic from local neighborhood streets. Palmer Engineering evaluated seven alternative routes, developed cost estimates, determined impacts of each alternative, and recommended a preferred route. Palmer Engineering also worked closely with KYTC District 7 and others as the project has evolved from the preliminary engineering and alternative selection phase into final design. Palmer services include roadway design, drainage studies and design, traffic operations analyses, right-of-way plans, surveying, utility coordination, pavement design, and preparation of construction specification and bidding documents.



State: Kentucky  
Agency: KYTC  
City of Henderson  
City of Bowling Green

Client Contact:  
Nick Hall, KYTC District 2  
270-824-7080

Buzzy Newman, City of Henderson  
270-831-1200

Melissa Cansler, PE  
City of Bowling Green  
270-393-3628

Dates:  
KY-3: 2012-Present  
Broadway Avenue: 2007-2008

Project Length; Type of Improvement: KY-3--0.5 mile; Urban Roadway Widening; Broadway Avenue--.13 mile; Curve / Intersection Realignment

Project Management:  
Gary Sharpe, PE, PLS  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
KY-3--\$158,470 Design Fee  
Broadway--\$43,000 Design Fee

State: Kentucky  
Agency: KYTC  
City of Winchester

Client Contact:  
Gary Valentine; 859-564-3730  
Ed Burtner; 859-744-2821

Dates: 2003-Present

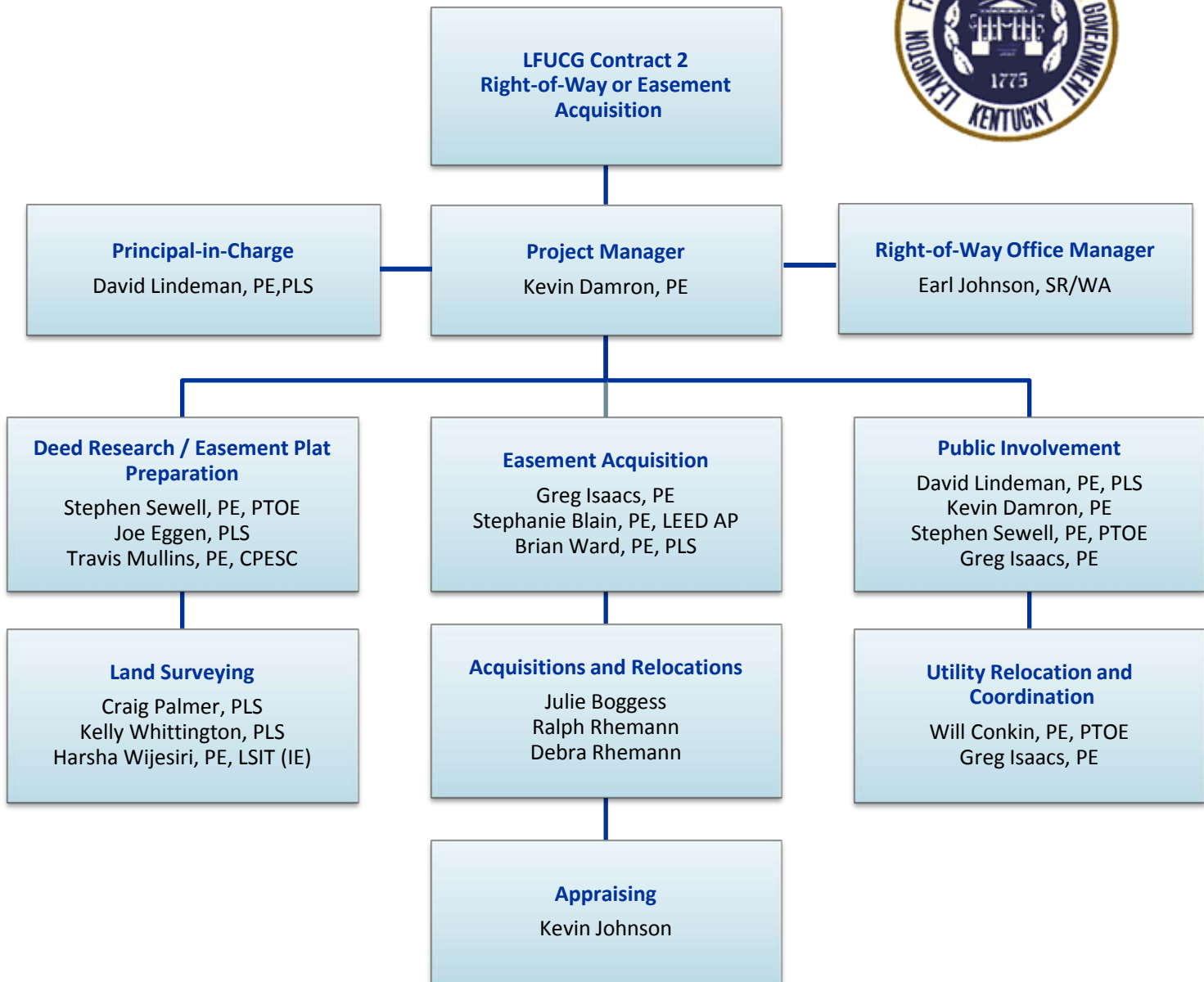
Project Length; Type of Improvement: Varying lengths; Urban Roadway Design; Intersection Design; Traffic Analysis and Engineering

Project Management:  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
I-75--\$354,459 Design Fee  
Seventh St.--\$240,000 Design Fee

# Project Team Organizational Chart

## Contract 2 – Right-of-Way or Easement Acquisition





## PALMER ENGINEERING

### CONTRACT 2--Right-of-Way or Easement Acquisition Firm Qualifications



**Contract 2 - Right-of-Way or Easement Acquisition** provides the Lexington-Fayette County Government (LFUCG) with a means to expedite the completion of property titles, appraisals, and relocation housing payment calculations for the negotiation of property acquisitions and easements, and if necessary, the relocation of families and buildings for LFUCG projects. Palmer Engineering is ideally positioned to work with LFUCG from our branch office in Lexington and headquarters in Winchester, KY because of our experience in Fayette County completing projects for both LFUCG and the Kentucky Transportation Cabinet (KYTC). Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts. Many of these projects have involved significant public coordination and the acquisition of right-of-way and easements. Palmer Engineering has also been selected repeatedly by KYTC for Statewide Drainage, Environmental, Structures, and Local Public Agency (LPA) General Services Contracts, which involved Right of Way coordination and acquisition. Our experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.

Over the past 45 years, Palmer Engineering's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. The firm has 96 employees, including 42 registered professional engineers, 3 registered structural engineers, 9 registered land surveyors, and 10 engineers-in-training available to provide the highest quality services. In order to respond to all needs of the LFUCG, Palmer Engineering has assembled a team of experienced professionals, who have proven they are capable of addressing all project scopes that may be assigned for Right-of-Way or Easement Acquisitions.

The **Palmer Engineering Team** in our Lexington Branch Office, will all play key roles in the acquisition of right-of-way or easements, evaluation and development of solutions, deed research and plat preparation, public involvement, permitting, and utility coordination and easement negotiations, as well as local LFUCG coordination. **Kevin Damron, PE**, will be the Project Manager for the Palmer Engineering Team and the single point of contact with LFUCG. Mr. Damron recently joined the Lexington Branch Office with 27 years of prior experience with the KYTC managing all phases of Project Development including the acquisition of more than 500 right-of-way parcels on **KYTC Projects**. As KYTC Deputy State Highway Engineer (DSHE) for Project Development from 2010 to 2014, Mr. Damron was responsible for the Division of Right of Way, Utilities and Rail, and all of the right-of-way activities in the 12 Highway District Offices. Mr. Damron was actively involved with FHWA to streamline project development processes including right of way and utility relocation processes and will employ these innovative project approaches on the LFUCG projects.

**Greg Isaacs, PE; Stephanie Blain, PE, LEED AP; and Chris Mischel, PE, LEED AP, CPESC**, have completed numerous projects for LFUCG, including the Chevy Chase Intersection Traffic Study, Ecton Park Sanitary Sewer, Coldstream Court/Crimson King Court, and the East Lake Trunk Sewer. Greg is a hands-on project manager who works closely with LFUCG Project Managers and the residential and business owners where these projects are located to ensure that the design balances with the community's needs and interests. Palmer Engineering was instrumental in developing a stormwater analysis for West Hickman Creek in the **Crimson King Court / Coldstream Court**, and the eventual acquisition of six residential property acquisitions. The Palmer Team in Lexington also completed the **Ecton Park Sanitary Sewer Replacement** project that involved the acquisition of 19 residential easements, including 4 properties in the The Curtilage, an exclusive residential community. The success of this project is greatly due to Mr. Isaac's very personable approach with landowners and his willingness to develop unique approaches to balance the impacts of the project with the landowner and community priorities. Palmer Engineering was also successful in designing and negotiating easements for the **Wolpert Force Main Replacement** in Campbell County and the **Fort Boone Pump Station** in Franklin County.



The Palmer Engineering Lexington Branch Office is also leading the **East Lake Trunk Sewer** project. This project is the first EPA consent decree construction project on which LFUCG has started construction and is currently about 6 months ahead of schedule. The success of this project is due to an efficient design, public involvement, and the successful negotiation of two permanent and four temporary easements by Palmer Engineering. Another project worthy of mention is the **Chevy Chase Intersection Traffic Safety and Streetscape Redesign** developed by Palmer Engineering. The public involvement initiative by Palmer Engineering effectively gained public input from the Chevy Chase neighborhood, and included door-to-door coordination with many of the businesses. The result is proposed improvements to the intersection that will improve traffic flow while creating a pedestrian-friendly village with minimal impacts to the privately owned properties. It is always easier to negotiate property acquisitions with landowners when we have built a relationship with them through our public involvement and they are supportive of the project design.

### Other Palmer Team Members:

The Palmer Engineering Team has worked together on past LFUCG projects as well as KYTC Statewide LPA projects and includes the engineering and surveying resources necessary to respond to LFUCG projects regardless of the scope, timeframe, or funding source. **David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources to this contract to ensure that the assignment will be a top priority and will be completed on time. **Stephen Sewell, PE, PTOE**, will assist with the public involvement and lead any engineering activities required for right of way plans, deed research, property descriptions and utility relocations, assisted by **Will Conkin, PE, PTOE, Joe Eggen, PLS** and **Travis Mullins, PE, CPESC**. Mr. Sewell has successfully managed transportation projects in Lexington and throughout Kentucky including the Chevy Chase Intersection Improvement, the reconstruction and widening of New Circle Road at Newtown Pike, and the KSU Pedestrian Walkway in Frankfort. As part of the KYTC streamlining efforts led by Kevin Damron (while KYTC-DSHE), Mr. Sewell and Palmer Engineering coordinated the utility relocations and fast-tracked the right-of-way acquisition on the six affected parcels for the **I-69 Design Build project** by facilitating an innovative Right-of-Way Public Meeting that resulted in all offers being made and accepted within one day and assisted the City of Henderson with the acquisition of 22 properties on KY 3 in Henderson County.



The LFUCG contract for Right-of-Way or Easement Acquisitions may be utilized to expedite right-of-way clearance on projects ranging from minor easements with local or state funding to the acquisition property and or relocation of families and businesses for **CMAQ, SLX, TE, and other federally funded projects** regulated under the 23 CFR Part 710, 49 CFR Part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act. The Palmer Team has assembled the expertise of prequalified KYTC independent right-of-way buyers and negotiators who have years of real estate acquisition experience on KYTC highway projects. **Julie Boggess**, a prequalified KYTC Buyer and Relocation Agent, will be assisting with any complex right-of-way acquisition or relocation. Ms. Boggess has 15 years of experience and has recently purchased right of way and performed relocation services for KYTC on the Louisville Bridges, North Wilson Road Widening in Hardin County, Three Springs Road in Warren County, and US 45N in Graves County. Palmer Engineering has also recruited the husband-wife team of **Ralph Rhemann** and **Debra Rhemann**, who are highly experienced and knowledgeable of the guidelines required by FHWA 49 CFR Part 24, with more than 15 years of experience in abstracting title for property, oil and gas interests, right-of-way acquisitions, relocation assistance, and ROW real estate closings for City and State government agencies in Kentucky and Tennessee. **Earl Johnson, SR/WA**, with more than 40 years of KYTC and consulting right-of-way experience, will assist Kevin Damron as Right of Way Office Manager from the Lexington Branch Office.

The Palmer Team has recruited **Integrated Engineering, Inc.**, to ensure that we will meet or exceed the 10% Disadvantaged Business Enterprise (DBE) goals for this contract. **Harsha Wijesiri, PE, LSIT**, a former Palmer Engineering employee, will provide most of the Land Surveying and may assist with deed research and plan preparation. More information on DBE involvement is provided in Section 7 of this submittal.

### Reasons to Select Palmer Engineering:

- Palmer Engineering's experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.
- The Palmer Engineering Team has a proven history of successfully acquiring right of way or easements for LFUCG and KYTC projects and has assembled the independent services of prequalified right-of-way professionals to meet LFUCG right-of-way needs regardless of the scope, timeframe, or funding source.
- Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure, and Local Public Agency (LPA) General Services Contracts.
- Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts.
- Palmer Engineering and our team members have a demonstrated commitment to quality and to providing innovative, efficient solutions within available funding.
- Palmer Engineering has received evaluations in excess of 90 points on a 100-point scale for the last 19 projects completed for the KYTC.
- 100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.

Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

## CONTRACT 2--RIGHT-OF-WAY OR ACQUISITION EASEMENTS SIMILAR PROJECTS

### LFUCG PROJECTS

#### Project Description:

***Crimson King Court / Coldstream Court Stormwater Study, 2010*** - Palmer Engineering performed a stormwater study to determine the most cost-effective option in eliminating flooding of seven homes adjacent to a tributary stream near West Hickman Creek. These homes flooded on a regular basis, and the study evaluated options to determine the most cost-effective option in eliminating the flooding issue.



Property owners completed questionnaires, and individual meetings were held with some of the owners. A field survey was conducted of the stream cross-section as well as the location and elevation of each residence. Utilizing this data, Palmer Engineering developed a stormwater model of the study area, investigated a number of solutions/improvements, and presented three alternatives to LFUCG along with associated costs to mitigate the flooding.

In a public meeting, Palmer presented three options to the residents and gathered input for the affected residents. Ultimately, LFUCG and the residents of the neighborhood selected an option of naturalizing the riparian zone along the stream in study. This option resulted in six residential property acquisitions.

State: Kentucky  
Agency: LFUCG

Client Contact:  
Ben Krebs; 859-258-3426  
Date:  
2010

Project Length; Type of  
Improvement: 350 acres;  
Stormwater Study

Project Management:  
Greg Isaacs, PE

Construction Cost / Design Fee:  
\$21,600--Design Fee

***Ecton Park Sanitary Sewer Replacement, 2011-Present*** - Palmer Engineering evaluated alternatives and designed the replacement of approximately 2,450 linear feet of sanitary sewer. The existing sewer consists of vitrified clay pipe in sizes of 10" and 12" and precast manholes. The existing under-capacity gravity sewer was in poor condition--sags in pipe, root intrusion, cracks in the pipe, broken service taps, and evidence of infiltration.



A new 12-inch gravity sewer was designed that minimized both the number of stream crossings and minimized the overall permitting requirements. The project required the acquisition of easements on 19 residential parcels for construction--including easements from 4 properties in The Curtilage, an exclusive residential community in the project area--as well as maintenance of the sanitary sewer. A total of 16 permanent access and utility easements and 35 temporary construction easements were negotiated by Palmer Engineering. Two additional permanent access and utility easements were obtained on the Ecton Park property. The Palmer Team, which included Integrated Engineering, was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners and conducting public meetings; and facilitating sign-offs on all necessary easements.

State: Kentucky  
Agency: LFUCG

Client Contact:  
Vernon Azevedo; 859-258-3426  
Dates:  
2011-Present

Project Length; Type of  
Improvement: 1,450 LF;  
Sanitary Sewer Replacement

Project Management:  
Greg Isaacs, PE

Construction Cost / Design Fee:  
\$55,831--Design Fee

***East Lake Trunk Sewer, 2013-2014*** - The East Lake Trunk Sewer project consisted of approximately 1,900 LF of 18" and 21" gravity sewer. The project is the first EPA Consent Decree construction project on which LFUCG has started construction and is currently about 6 months ahead of schedule. The success of the project is due to efficient design and public involvement.



The project required the acquisition of easements on two parcels owned by Kentucky American Water Company for construction and maintenance of the sanitary sewer. A total of two permanent access and utility easements and four temporary construction easements were negotiated by Palmer Engineering through a Memorandum of Understanding. Palmer was responsible for verifying the existing property boundaries; preparing easement exhibits and legal descriptions; contacting property owners; and facilitating sign-offs on all necessary easements.

State: Kentucky  
Agency: LFUCG

Client Contact:  
Doug Baldwin; 859-258-3474  
Dates: 2013-2014

Project Length; Type of  
Improvement: 1,900 LF of Trunk  
Sewer Replacement

Project Management:  
Greg Isaacs, PE

Construction Cost / Design Fee:  
\$43,026--Design Fee



## CONTRACT 2--RIGHT-OF-WAY OR ACQUISITION EASEMENTS SIMILAR PROJECTS

### KYTC PROJECTS

#### **Right-of-Way Experience of Kevin Damron, 1997-2014**

- As Branch Manager for Preconstruction in the Highway District 12--Pikeville Office from 1997 to 2010, Kevin Damron managed the acquisition of more than 500 right-of-way parcels on roadway and bridge replacement projects in Floyd, Johnson, Knott, Lawrence, Letcher, Martin, and Pike Counties. These projects included major corridor reconstruction projects involving minor to complex right-of-way acquisitions and relocations. He was considered a KYTC leader in Context Sensitive Design, public involvement, and how our projects should balance the impacts of the transportation improvements with the natural environment and human environment.



As Deputy State Highway Engineer (DSHE) for Project Development from 2010 to 2014, Mr. Damron was responsible for the Division of Right of Way, Utilities and Rail, and all of the right-of-way activities in the 12 Highway District Offices. During his four years as DSHE, KYTC cleared the right of way and utilities for over \$5 billion in KYTC construction projects.

State: Kentucky  
Agency: KYTC

Client Contact:  
Keith McDonald; 502-564-3210  
James Ballinger; 859-246-2355

Dates:  
1997-2014

Project Length; Type of Improvement: Varying Lengths; Right of Way

Project Management:  
Kevin Damron, PE

Construction Cost:  
\$5 billion

#### **I-69--Design-Build, Hopkins County, KY for KYTC, 2012-Present**

- Palmer Engineering performed Phase I Design and provided environmental services for a reconstructed interchange between the Western Kentucky and Pennyrite Parkways as part of the conversion of the parkways to I-69, including surveying and coordination with the FHWA on alternative interchange concepts. Palmer was selected as KYTC's representative for oversight of the Design/Build contract for final design and construction.



Services provided as oversight representative, included coordinating utility locations/relocations for all utilities (except the minor water line) that were presented in the Design-Build contract, assisting the Cabinet in performing fast-track right-of-way acquisition on the six affected parcels, and facilitating an innovative Right-of-Way Public Meeting that resulted in all offers being made and accepted within one day.

State: Kentucky  
Agency: KYTC

Client Contact:  
John Rudd; 270-824-7080  
Gary Valentine; 270-766-5066

Dates:  
2012-Present

Project Length; Type of Improvement: 1 mile; Interstate Interchange Reconstruction

Project Management:  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
\$1.24 million--Design Fee

### PROJECTS WITH LOCAL UTILITIES

#### **Wolpert Force Main Replacement, Campbell County, KY for Northern KY Sanitation District 1, 2010-Present**

- Palmer Engineering designed a new 8" force main to replace the existing 6" force main of the Wolpert Pump Station, a duplex wet well pump station with a capacity of 0.62 MGD. The increased size will increase the capacity and reliability of this pump station. The project required the acquisition of easements; Palmer negotiated four permanent easements and two temporary construction easements and was responsible for verifying the existing property boundaries; preparing easement exhibits, legal descriptions, and deeds; contacting property owners; and facilitating sign-offs on all necessary easements.



\$205,412--Design Fee

State: Kentucky  
Agency: Northern KY SD1

Client Contact:  
Barrett Broch; 859-547-1656  
Dates: 2010-Present

Project Length; Type of Improvement: 4,250 LF; 8-inch Force Main

Project Management:  
Greg Isaacs, PE

#### **Fort Boone Pump Station, Franklin County, KY for Frankfort Sewer Dept., 2009-2010**

- This project consisted of relocating and upgrading capacity of the Fort Boone Pump Station, which was a recurring Sanitary Sewer Overflow and an aging pump station. The scope included relocating the pump station downstream to allow for the future elimination of three additional private pump stations. The option selected consisted of 1,250 lf of 12" gravity sewer and a 1,050 gpm pump station.



\$102,700--Design Fee

State: Kentucky  
Agency: Franklin County Sewer

Client Contact:  
Bob Peterson, PE; 502-875-2448  
Dates: 2009-2010

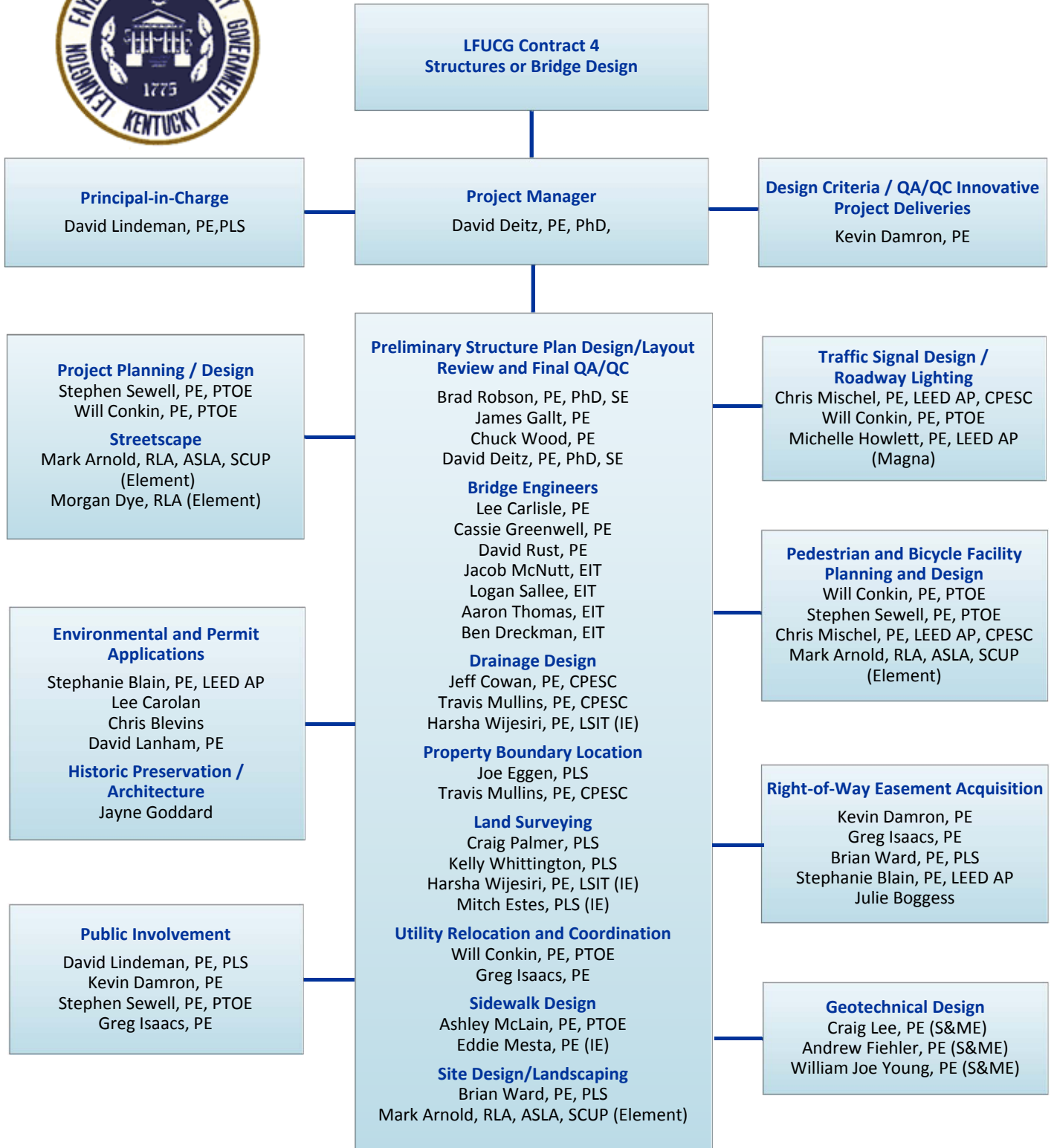
Project Length; Type of Improvement: 1,250 LF, 12-inch Gravity Sewer; 1,050 GPM Pump St

Project Management:  
Greg Isaacs, PE



# Project Team Organizational Chart

## Contract 4 – Structures or Bridge Design



# PALMER ENGINEERING

## CONTRACT 4--Structures or Bridge Design Firm Qualifications



**Contract 4 - Structures or Bridge Design** provides the Lexington-Fayette County Government (LFUCG) with a means to expedite engineering services for the analysis of existing structures and bridges as well as the design for the repair and replacement of these facilities when necessary. Palmer Engineering is ideally positioned to work with LFUCG from our branch office in Lexington and headquarters in Winchester, KY because of our transportation engineering experience in Fayette County designing projects for both LFUCG and the Kentucky Transportation Cabinet (KYTC). Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts. Palmer Engineering has also been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structures, and Local Public Agency (LPA) General Services Contracts. Palmer Engineering also has past experience with KYTC Statewide contracts for Culvert and Bridge Design, Bridge Inspection, and Maintenance of Highway Bridges. Our engineers' experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.

Over the past 45 years, **Palmer Engineering's** professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. The firm has 96 employees, including 42 registered professional engineers, 3 registered structural engineers, 3 registered Professional Traffic Operations Engineers (PTOE), 9 registered land surveyors, and 10 engineers-in-training available to provide the highest quality services. In order to respond to all needs of the LFUCG, Palmer Engineering has assembled a team of experienced professionals, who have proven they are capable of addressing all project scopes that may be assigned for Structures or Bridge Design contract. With 11 bridge engineers and 10 engineers-in-training, Palmer Engineering has the largest bridge design staff in Kentucky and definitely has the expertise to respond to any LFUCG project challenge.

Palmer Engineering has been called upon many times to provide innovative structural engineering services for projects in the City of Lexington and throughout the state of Kentucky. Palmer Engineering designed the **Pedestrian Bridges over Limestone Street** for the University of Kentucky parking structure #5. The design proved to be especially challenging because the beams spanning Limestone are cantilevered past the support to efficiently connect the bridge to the structure without impacting the foundation of the garage. Palmer Engineering is also working with KYTC to **Widen New Circle Road between Georgetown Road and Boardwalk** including the design of the Georgetown Road, Newtown Pike, and Lexmark bridges. Our structural engineers worked closely with roadway designers to correct existing vertical clearance deficiencies as well as develop an efficient MOT plan, which included maintaining the structural integrity of the existing structures during their phased removal. Palmer Engineering is just as proud of our responsiveness to economic development projects, like the **Expansion of the Winchester/Clark County Industrial Park**. This project included a new 195 ft long, 111 ft wide, 3-span pre-stressed concrete I-beam bridge over CSX Railroad that was designed to accommodate future rail expansion.



Palmer Engineering has a long history of providing statewide engineering services for KYTC, including our most recent experiences with the KYTC LPA contracts on projects like the **Kentucky State University (KSU) Elevator Tower and Pedestrian Walkway over US 60 in Frankfort**. The KSU project involves the structural and architectural design of an elevator tower and a pedestrian walkway to ADA compliance along with improvements to US 60. The replacement of the **US 60 Bridge over I-64 in Clark County** was completed as part of the KYTC Statewide Bridge Design contract. The Type 6 PC I-beam superstructure was chosen for its rapid construction time, low cost, and long-term maintenance benefits. **The KY 876--Barnes Mill Road Culvert Extensions, Culvert Replacements, and Retaining Wall** project illustrates how Palmer Engineering will work with LFUCG to evaluate existing structures and propose practical maintenance and design solutions. **David Rust, PE**, an integral part of our structural engineering team and a certified team leader of the National Bridge Inspection Standard (NBIS), led the inspection of the existing structures on KY 876 and greatly reduced the cost of the project with the extension of two existing culverts and replacement of an existing bridge with a double-barrel culvert. Palmer Engineering will work with the LFUCG Department of Engineering to evaluate the condition of the existing bridges and culverts and develop solutions for repairing the decks and joints to extend the life of the structures and stretch the limited funding available for maintaining the roads and structures for the City of Lexington.

### **The Palmer Team:**

**David Deitz, PhD, PE, SE**, Deputy Director of Structures, will be Palmer Engineering's main point of contact. David has 16 years of experience in the design of bridges and culverts of all types throughout the state. He has served as manager and engineer of record for all types of bridges including pre-tensioned and post-tensioned PC I-beams, side-by-side and spread PC box beams, rolled steel beams, and steel plate girders. David has served as engineer of record on other types of projects, including sewer pump stations, sports facilities, retaining walls, and commercial structures.



**Jim Gallt, PE**, Vice President of Palmer Engineering and former Structural Projects Manager, will assist Mr. Deitz. He will use his 36 years of experience to help evaluate the structural issues and propose solutions that work for LFUCG's schedule and budget. Mr. Gallt was the project manager for the UK Pedestrian Bridges and has worked on bridge replacement projects throughout Kentucky including the Louisville Bridges and I-65 Bridges over Green River.



The **Palmer Engineering Team** in our Lexington Branch Office--**Kevin Damron, PE; Chris Mischel, PE, LEED AP, CPESC; Greg Isaacs, PE; and Stephanie Blain, PE, LEED AP**--will all play key roles in the analysis and development of solutions and local LFUCG coordination. They will also assist with any necessary public involvement, maintenance of traffic, permitting, utility coordination, acquisition of right-of-way easements, traffic signal and lighting design. LFUCG is familiar with this team through the on-going four general services contracts mentioned earlier with the Division of Water Quality (DWQ) and the Chevy Chase Intersection project.

Mr. Isaacs and Mrs. Blain have completed numerous projects for LFUCG, including the Chevy Chase Intersection Traffic Study, Ecton Park Sanitary Sewer, Coldstream Court/Crimson King Court, and the East Lake Trunk Sewer. Stephanie will prepare any needed permit applications for the Corps of Engineers, KDOW, KYTC, LFUCG, and FEMA, and will assist the team with the preparation of the Storm Water Pollution Prevention Plans and the Erosion Control Plans.

Mr. Damron recently joined our Lexington Branch Office and will provide QA/QC guidance for Mr. Deitz and the LFUCG to implement innovative and practical solutions for matching project design with purpose and need and available funding. Mr. Mischel will lead the local coordination and assist with structure projects involving pedestrian and bicycle facilities and is currently working with LFUCG on the renovation of the former Youth Detention Center to become the new LFUCG Public Safety Operations Center. **Murphy Graves Trimble Architects**, the architects for the Public Safety Operations Center, have been recruited to our team to ensure that our proposed structures are aesthetically pleasing and enhance the community where they are located.

**David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources presented in the Organizational Chart. **Stephen Sewell, PE, PTOE**, will provide project planning and design to support the structural analysis and design. Mr. Sewell has successfully managed transportation projects in Lexington and throughout Kentucky including the Chevy Chase Intersection Improvement, the KSU Pedestrian Walkway, and the reconstruction and widening of New Circle Road between Newtown Pike and Boardwalk Avenue. **Jeff Cowan, PE, CPESC**, will provide hydraulic analysis for any culverts or wet bridge crossings. **Craig Lee, PE**, of **S&ME**, will provide all geotechnical services.

Palmer Engineering has recruited **Integrated Engineering (IE)** and **Magna Engineers** to ensure that we will meet or exceed the 10% Disadvantaged Business Enterprise (DBE) goals for this contract. **Harsha Wijesiri, PE, LSIT**, of IE, a former Palmer Engineering employee, will provide most of the Land Surveying. We have also worked closely with **Michelle Howlett, PE, LEED AP**, of Magna and **Mark Arnold, RLA, ASLA, SCUP**, and **Morgan Dye, RLA**, of **Element Design** on prior LFUCG projects and anticipate that some structures projects may require lighting and landscape architectural enhancements. More information on DBE Involvement is provided in Section 7 of this submittal.

#### **Reasons to Select Palmer Engineering:**

- Palmer Engineering's experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.
- Palmer Engineering Project Manager David Deitz, PHD, PE and the entire Palmer Team have extensive experience and a proven history of successfully completing similar structures and bridge design projects.
- Palmer Engineering has the largest bridge design staff in Kentucky with the experience and available capacity to respond to any structures or bridge design need of LFUCG and the Department of Engineering.
- Palmer Engineering Structural Engineer David Rust, PE, a certified team leader of the National Bridge Inspection Standard (NBIS) will provide LFUCG with expertise for inspecting, maintaining, and repairing existing structures.
- Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure Design, Bridge Maintenance and Inspection, Local Public Agency (LPA) General Services Contracts, as well as for individual structures and bridges throughout the Commonwealth.
- Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts.
- Palmer Engineering and our team members have a demonstrated commitment to quality and to providing innovative, efficient design solutions within available funding.
- Palmer Engineering has received evaluations in excess of 90 points on a 100-point scale for the last 19 projects completed for the KYTC.
- 100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.

Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

## CONTRACT 4--STRUCTURES OR BRIDGE DESIGN SIMILAR PROJECTS

### UNIVERSITY OF KENTUCKY PEDESTRIAN BRIDGE FAYETTE COUNTY, LEXINGTON, KY

#### Project Description:

Palmer Engineering provided structural design services to the University of Kentucky for two pedestrian bridges associated with a new parking structure. One bridge was a single-span structure that carries pedestrian traffic from the garage to another university facility. The second bridge was a multi-span structure that carries pedestrians over Limestone Street.



The structures utilized two precast prestressed concrete type III I-beams in the cross-section. This design proved to be a challenge because the beams over Limestone cantilever past the support pier positioned away from the garage. The cantilever was an effective solution that allowed the foundations of the garage and bridge to remain independent. The design required unusual strand configurations to accommodate the stresses produced in the cantilevers.

State: Kentucky  
Agency: University of Kentucky;  
Prestress Services

Client Contact:  
UK Physical Plant  
859-257-4704

Prestress Services:  
859-543-0811

Dates: 1995-1996  
Type of Improvement:  
Pedestrian Bridges

Project Management:  
James Gallt, PE

Construction Cost / Design Fee:  
\$17,500--Design Fee

### KSU PEDESTRIAN WALKWAY AND ELEVATOR TOWER FRANKLIN COUNTY, KY

#### Project Description:

This project will provide students/faculty a safe route from the south side of campus (dorms and parking) to the north side (student center and all classroom buildings) across a highly traveled US -60 in Frankfort. The work was performed under Palmer Engineering's Statewide LPA General Services contract.



The Palmer Team performed a scoping study that explored various structural options for connecting campus. The team worked to balance overall costs, aesthetics, and long-term maintenance, while meeting project goals.

The ADA compliant structure selected consists of a 60 foot tall elevator tower accessible from three levels. Bridge spans totaling a length of 450 feet provide direct access from the tower to a classroom building as well as the student center. The bridge is carried by seven aesthetic piers positioned to avoid existing building foundations. Drilled shaft foundations were chosen to support the structure since their small footprint would minimize number of utilities impacted.

State: Kentucky  
Agency: KYTC; KSU

Client Contact:  
Johnathan West; 502-210-5400  
Jack McNear; 502-597-5853

Dates: 2012-Present  
Project Length; Type of  
Improvement: 0.5 mile;  
Pedestrian Elevator Tower/Walkway

Project Management:  
Stephen Sewell, PE, PTOE  
David Deitz, PhD, PE, SE

Construction Cost / Design Fee:  
\$456,589--Design Fee

### KY-4--NEW CIRCLE ROAD FAYETTE COUNTY, KY

#### Project Description:

In this section of New Circle, Palmer is working with KYTC to replace three existing bridge crossings, Georgetown Road, Newtown Pike, and a Lexmark access road. These existing structures have severely inadequate vertical clearance as well as limited horizontal clearance. Goals of the bridge replacements included correcting the vertical and horizontal clearance deficiencies, providing a functional simple MOT scheme, and providing an economical overall project solution that includes low maintenance structures.



Our team instituted close coordination between the structural engineers and roadway designers at the very beginning of the project to correct the clearance deficiencies economically. The team selected a low profile superstructure consisting of a relatively new standard prestressed concrete I-beam shape developed for this exact situation. Spans over New Circle were also extended to provide enough horizontal clearance to allow future widening without replacing the new structures. In addition, Palmer proposed jointless fully integral/semi-integral structures avoiding common maintenance problems associated with deck joints.

State: Kentucky  
Agency: KYTC

Client Contact:  
Bob Nunley, KYTC District 7  
859-246-2355

Dates: 2012-Present

Project Length; Type of  
Improvement: 6.1 miles;  
Roadway/Structures/Interchange

Project Management:  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
David Deitz, PhD, PE, SE

Construction Cost / Design Fee:  
\$2.93 million--Design Fee





## CONTRACT 4--STRUCTURES OR BRIDGE DESIGN SIMILAR PROJECTS

### US-60 OVER I-64 CLARK COUNTY, KY

#### Project Description:

This bridge replacement design was completed in 2010 as part of the KYTC Statewide Bridge Design contract. The existing US-60 bridge had to be replaced to facilitate three lanes of I-64 widening underneath the bridge. In addition, construction was expedited because US-60 was shut down to avoid part-width construction, resulting in a better structure overall. Therefore, a 4-span, Type 6 PC I-beam superstructure was chosen for its rapid construction time, low cost, and long-term maintenance benefits.



A high skew of 45 degrees and multiple spans with limited vertical clearance over I-64 also made this design a challenging project. Due to the skew, expansion abutments on steel H-piles were required. The three multi-column piers were founded on spread footings on rock.

State: Kentucky  
Agency: KYTC

Client Contact:  
Bill McKinney  
502-564-4560

Dates: 2009-2010

Project Length; Type of  
Improvement: 410 ft;  
Bridge Replacement

Project Management:  
David Deitz, PhD, PE, SE

Construction Cost / Design Fee:  
\$139,981--Design Fee

### INDUSTRIAL PARK RAILROAD BRIDGE CLARK COUNTY, WINCHESTER, KY

#### Project Description:

Palmer Engineering provided roadway and structural design services for the 330-acre expansion of the Winchester Industrial Park. The roadway serves as an important access point between the industrial park and Interstate I-64.

The project included the design of two new structures--one of which was over the CSX Railroad that also supports a 14-inch water line. This structure is a 5-lane, 195-ft long, 111-ft wide, 3-span prestressed concrete I-beam bridge. Palmer worked closely with the client and the railroad to obtain permits and meet all stakeholder requirements, including current railroad and KYTC design standards. At the request of the railroad, the main span was designed to accommodate a future rail expansion on either side of the existing track.



State: Kentucky  
Agency: Winchester/Clark County  
Industrial Development Authority

Client Contact:  
Todd Denham; 859-744-5627

Dates: 2005-2009  
Project Length; Type of  
Improvement: 195-ft long bridge  
over CSX Railroad

Project Management:  
David Deitz, PhD, PE, SE

Construction Cost / Design Fee:  
\$50,286--Design Fee

### KY-875--BARNES MILL ROAD MADISON COUNTY, KY

#### Project Description:

Existing KY-876 exhibits narrow lanes and shoulders with deficient horizontal and vertical alignments. Palmer Engineering performed engineering design services for 2.1 miles of improvements to KY-876 for the Madison County Fiscal Court. The improvements included two culvert extensions, a culvert replacement, and a retaining wall.

Culvert extension design encompassed yielding and unyielding foundations, complex inlet and outlet conditions, long wingwalls (67' in one case), and tall parapets to minimize barrel lengths. Both culverts were extended on each side to accommodate the new roadway.

The double barrel culvert replaced an existing bridge and was designed to support a 4' fill during construction and a 16' fill in service. These fill conditions represented significantly different design requirements.



State: Kentucky  
Agency: Madison County Fiscal  
Court

Client Contact:  
Kent Clark; 859-724-4700  
Dates: 2006-2008

Project Length; Type of  
Improvement: 2.1 miles;  
Roadway/Structures/Design-Build

Project Management:  
David Deitz, PhD, PE, SE

Construction Cost / Design Fee:  
\$1.014 million  
(including Design-Build sections)

# Project Team Organizational Chart

## Contract 5 – Pedestrian, Bike, or Multimodal Trail Design/Planning



# PALMER ENGINEERING

## CONTRACT 5--Pedestrian, Bike, or Multimodal Trail Design/Planning Firm Qualifications



**Contract 5 - Pedestrian, Bike, or Multimodal Trail Design/Planning** provides the Lexington-Fayette County Government (LFUCG) with a means to expedite engineering services to respond to multimodal transportation project needs including planning studies, architectural and engineering analysis, surveys, and designs for pedestrian and bike traffic, as well as trails and multi-use paths. Palmer Engineering is ideally positioned to work with LFUCG from our branch office in Lexington and headquarters in Winchester, KY because of our transportation engineering experience in Fayette County designing projects for both LFUCG and the Kentucky Transportation Cabinet (KYTC). Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts. Palmer Engineering has also been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structures, and for Local Public Agency (LPA) General Services Contracts. Our engineers' experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement numerous projects for roadway improvements, pedestrians, bikes, and multimodal trails regardless of the scope, timeframe, or funding source.

Over the past 45 years, *Palmer Engineering's* professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. The firm has 96 employees, including 42 registered professional engineers, 3 registered structural engineers, 9 registered land surveyors, and 10 engineers-in-training available to provide the highest quality services. In order to respond to all needs of the LFUCG, Palmer Engineering has assembled a team of experienced professionals, who have proven they are capable of addressing all project scopes that may be assigned for Pedestrian, Bike, or Multimodal Trail Design/Planning.

Palmer Engineering has been called upon many times to provide innovative pedestrian, bike, and multimodal trail projects in the City of Lexington and throughout the state of Kentucky. The *Chevy Chase Intersection Traffic Safety and Streetscape Redesign* represents the best example of how the Palmer Engineering Team will work with LFUCG to create a pedestrian-friendly village environment for sustaining residential and business growth while continuing to improve traffic operations in Lexington. This project included options for alternative intersection configurations, a range of parking alternatives, and streetscape design concepts that reflected the unique character of the area and surrounding neighborhoods. Palmer Engineering also designed the *Pedestrian Bridges over Limestone Street for the University of Kentucky Parking Structure #5*, and our team is currently designing the *Kentucky State University (KSU) Elevator Tower and Pedestrian Walkway over US 60 in Frankfort*. The *North Green River Road in Henderson* and *BCTC Sidewalk Trail in Clark County* are other projects where we were able to provide an affordable solution with multi-use paths to accommodate pedestrian movement in these communities.



The Palmer Engineering Team has the experience to assist the Lexington-Fayette community with moving from bronze to silver level status with the League of American Bicyclists. Palmer Engineering and our sub-consultants Element Design, and Integrated Engineering, have all worked with LFUCG and KYTC to provide engineering and landscape architectural design services for pedestrian, bike, and multimodal projects. For example, a multimodal project of great statewide significance is the *Dawkins Line Trail* for which Palmer Engineering recently completed the design for two gravel trailheads within a 30 day fast-tracked schedule. Palmer Engineering is currently completing the final design for an additional 18 miles of trail that includes the rehabilitation of 10-bridges and a 1600-ft tunnel that has been closed for years due to vandalism. Integrated Engineering designed the *Tates Creek Road sidewalk project* for the City of Lexington from Alumni Drive to the Lansdowne Shoppes area. In a recent article by Herald-Leader columnist Tom Eblen, Element Design's *Isaac Murphy Memorial Art Garden Trail Head Design* and *Gainesway Trail* projects were featured on the expansion of Legacy Trail and other multi-use trails in Lexington.

*Stephen Sewell, PE, PTOE*, will be the Project Manager for the Palmer Engineering Team and the single point of contact with LFUCG. Mr. Sewell has successfully managed transportation projects in Lexington and throughout Kentucky including both the Chevy Chase Intersection Improvement, New Circle Road at Newtown Pike, the KSU Pedestrian Walkway, and the Dawkins Line Trail. Mr. Sewell's experience, qualifications, and understanding of project issues provide LFUCG with a manager and designer who can complete any assigned task on time and within budget.

The **Palmer Engineering Team** in our Lexington Branch Office, *Kevin Damron, PE; Chris Mischel, PE, LEED AP, CPESC; Greg Isaacs, PE; and Stephanie Blain, PE, LEED AP*, will all play key roles in the development of solutions, public involvement, permitting, acquisition of right-of-way easements, utility coordination, traffic signal and lighting design, as well as local LFUCG coordination. LFUCG is familiar with this team through the on-going four general services contracts mentioned earlier with the Division of Water Quality (DWQ) and the Chevy Chase Intersection project.



**Kevin Damron, PE**, recently joined our Lexington Branch Office and will provide QA/QC guidance for Mr. Sewell and the LFUCG to implement innovative and practical solutions for matching project design with purpose and need and available funding. As the former KYTC Deputy State Highway Engineer for Project Development and a Chief District Engineer, Mr. Damron understands and appreciates the benefits of the general services contracts and how they can be used to expedite and streamline the delivery of projects.

**Chris Mischel, PE, LEED AP, CPESC**, will also assist with the planning and design of any Pedestrian and Bicycle Facilities and provide valuable experience to the team from his work on the Dawkins Trail in eastern Kentucky and traffic analysis studies for the City of Frankfort and US 31W in Bowling Green. Mr. Mischel is currently working with LFUCG on the renovation of the former Youth Detention Center to become the new Public Safety Operations Center.

**Greg Isaacs, PE**, and **Stephanie Blain, PE, LEED AP**, have completed numerous projects for LFUCG, including the Chevy Chase Intersection Traffic Study, Ecton Park Sanitary Sewer, Coldstream Court/Crimson King Court, and the East Lake Trunk Sewer. Greg is a hands-on project manager who works closely with LFUCG Project Managers and the residential and business owners where these projects are located to ensure that the design balances with the community's needs and interests. Stephanie will prepare any needed permit applications for the Corps of Engineers, Division of Water, KYTC, LFUCG, and FEMA, and will assist the team with the preparation of the Storm Water Pollution Prevention Plans and the Erosion Control Plans as required. **Chris Blevins** and **Lee Carolan** will assist Stephanie and provide environmental oversight and analysis when necessary for NEPA environmental clearances.



The Palmer Team has the expertise to respond to any LFUCG project challenge. **David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources to this contract to ensure that regardless of the work order size, the assignment will be a top priority and will be completed on time. Mr. Lindeman led the public involvement for the Chevy Chase and New Circle Road projects. **Jeff Cowan, PE, CPESC**, with more than 25 years of design experience, will provide the drainage expertise. **Will Conkin, PE, PTOE**, will assist with the design and planning engineering activities associated with this contract. **David Deitz, PhD, PE, SE**, and **Jim Gallt, PE**, will lead any engineering services for Structure Design and will be assisted by **Murphy Graves Trimble Architects** in the event that architectural enhancements are required on a project. **Craig Lee, PE**, of S&ME, will provide all geotechnical services. **Harsha Wijesiri, PE, LSIT**, of **Integrated Engineering (IE)**, a former Palmer Engineering employee, will handle most of the Land Surveying. Along with IE, the Palmer Team has also recruited **Magna Engineers** to ensure that we will meet or exceed the 10% Disadvantaged Business Enterprise (DBE) goals for this contract. We have worked closely with **Michelle Howlett, PE, LEED AP**, of **Magna** and **Mark Arnold, RLA, ASLA, SCUP**, and **Morgan Dye, RLA**, of **Element Design** on prior LFUCG projects. More information on DBE Involvement is provided in Section 7 of this submittal. The Palmer Team has also recruited the independent services of **Julie Boggess**, a prequalified KYTC Buyer and Relocation Agent, to assist with any complex right-of-way acquisition or relocation.

#### **Reasons to Select Palmer Engineering:**

- Palmer Engineering's experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.
- Palmer Engineering Project Manager Stephen Sewell, PE, PTOE, and the entire Palmer Team have extensive experience and a proven history of successfully completing bike, pedestrian, and multimodal trail design/planning projects.
- Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure Design, and Local Public Agency (LPA) General Services Contracts.
- Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts.
- Palmer Engineering and our team members have a demonstrated commitment to quality and providing innovative, efficient design solutions within available funding.
- Palmer Engineering has received evaluations in excess of 90 points on a 100-point scale for the last 19 projects completed for the KYTC.
- 100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.

Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

## CONTRACT 5--PEDESTRIAN, BIKE, OR MULTIMODAL TRAIL DESIGN/PLANNING--SIMILAR PROJECTS

### UNIVERSITY PEDESTRIAN WALKWAYS - UK AND KSU

#### Project Description:

The Kentucky State University Pedestrian Walkway and Elevator Tower will provide students/faculty a safe route from the south side of campus. The Palmer Team began the project by performing a scoping study that explored various concepts for connecting campus, providing aesthetics, and estimating costs for the various options. The Palmer Team developed final plans for the tower and pedestrian walkway and coordinated all utility relocations for the project area. Coordination with utility companies required numerous meetings and revisions to the relocation plans in order to relocate an electric transmission line off site and other overhead lines underground.



Palmer Engineering provided structural design services to the University of Kentucky for two pedestrian bridges associated with a new parking structure. One bridge was a single-span structure that carries pedestrian traffic from the garage to another university facility. The second bridge was a multi-span structure that carries pedestrians over Limestone Street.



State: Kentucky  
Agency: KYTC; University of KY

Client Contact:  
Johnathan West, KYTC District 5  
502-210-5400

UK Physical Plant  
859-257-4704

Dates: 2012-2013;1995-1996

Project Management:  
Stephen Sewell, PE, PTOE  
James Gallt, PE

Construction Cost / Design Fee:  
\$456,589--KSU Project Design Fee  
\$ 17,500--UK Project Design Fee

### DAWKINS TRAIL PROJECTS JOHNSON, MAGOFFIN, BREATHITT COUNTIES, KY

#### Project Description:

Dawkins Trail, located in Eastern Kentucky, is a 37-mile trail that converts an old railroad bed to a multi-use path for use by bikers, pedestrians, and equestrians.

As part of Phase 1, Palmer provided land surveying and civil engineering for the development of two gravel trailheads that connect to the first 18 miles of Dawkins Line Trail. Palmer initially evaluated and surveyed multiple sites and developed conceptual site layouts for each site. The selected sites required purchase of Right of Way, and Palmer assisted with the coordination process for each site and modified plans to secure the properties for each trailhead property. Site amenities are being design by the Palmer Team and will be provided at each of the trailheads.



The construction of the next 18 miles of trail is currently being finalized; it includes 10 bridges and a 1600-foot tunnel that has been closed for several years and will require significant rehabilitation. Storm pipes crossing the proposed trail right of way were evaluated to verify they are capable of handling the existing storm drainage. Several bridges at stream crossings will be evaluated for their structural integrity and will then be converted to handle pedestrian, bicycle, and equestrian traffic. Two bridges will have to be replaced due to their removal after the railroad's discontinued use of the right of way.

State: Kentucky  
Agency: KY Office of Local Programs

Client Contact:  
Jackie Jones  
KYTC--Office of Local Programs  
502-564-2060

Dates: 2013

Project Length; Type of Improvement: 37 miles; Bike, Pedestrian, Equestrian Trail, and Trailhead Design

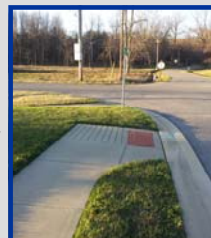
Project Management:  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
Chris Mischel, PE, LEED AP, CPESC

Construction Cost / Design Fee:  
\$321,422 Design Fee

### KY-3, GREEN RIVER ROAD HENDERSON COUNTY, KY

#### Project Description:

This project begins at the intersection of Osage Drive and North Green River Road in Henderson, KY, and extends approximately one-half mile to the intersection of Woodspointe and North Green River Road. The existing roadway has narrow lanes and no shoulders, which discourages bike and pedestrian use within the residential neighborhood. The project will widen the existing lanes to 12 feet and provide a multi-use path in front of the residences.



Palmer Engineering developed Right-of-Way Plans and assisted the City of Henderson in providing right-of-way acquisition and utility relocation. Palmer Engineering also provided roadway design, conventional ground survey, and conducted a public meeting. Palmer staff conducted stream habitat assessment and wetland delineation for the NEPA process. All required permits, including a floodplain construction permit, were secured by Palmer from the USACE 404 NWP, WQC 401.

State: Kentucky  
Agency: KYTC; City of Henderson

Client Contact:  
Nick Hall, KYTC  
270-824-7080

Dates: 2012-Present

Project Length; Type of Improvement: .5 mile; Urban Roadway Widening

Project Management:  
Gary Sharpe, PE, PLS  
Stephen Sewell, PE, PTOE

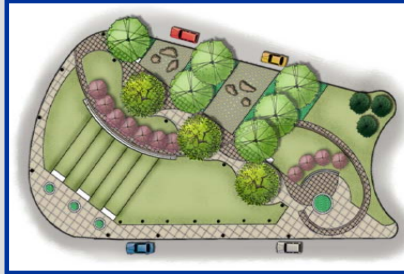
Construction Cost / Design Fee:  
\$158,470 Design Fee

## CONTRACT 5--PEDESTRIAN, BIKE, OR MULTIMODAL TRAIL DESIGN/PLANNING--SIMILAR PROJECTS

### ISAAC MURPHY MEMORIAL ART GARDEN TRAIL HEAD DESIGN, LEXINGTON, KY

#### Project Description:

The Isaac Murphy Memorial Art Garden Trail Head is a community park that will incorporate site amenities to encourage social gatherings and serve as a starting point for The Legacy Trail at the east end of downtown. New curbs, sidewalks, seat walls, bike racks, water fountains, flagpoles, landscaping and an amphitheater will provide opportunities for visitors to enjoy the space as well as utilize it as a connection to The Legacy Trail. The scope of design and construction involves the removal of existing concrete walk, curb and gutter and construction of new site amenities and utilities. Included improvements are sidewalks, pavers, stone seat walls, storm drainage, site lighting and water line installation.



State: Kentucky  
Agency: LFUCG  
Client Contact:  
Keith Lovan, PE  
LFUCG Division of Engineering  
859-258-3478  
Dates: 2005-Present  
Project Length; Type of Improvement: N/A; Trail Head Design  
Key Personnel:  
Mark Arnold, RLA  
Morgan Dye, RLA  
Construction Cost: \$675,000

**elementdesign**

### BCTC SIDEWALK TRAIL, CLARK COUNTY, WINCHESTER, KY

#### Project Description:

Palmer Engineering prepared civil engineering plans and cost estimates for a multi-phase trail within the BCTC campus and throughout the Winchester-Clark County Industrial Park.

The purpose of the trail is to allow faculty, staff, and other pedestrians the ability to exercise without having to walk on the adjacent two-lane road of Rolling Hills Lane. This road does not have any sidewalks or shoulders.

Palmer designed an 1800 ft (0.33 mile) sidewalk trail that could be made of asphalt or concrete within the BCTC property. Palmer also proposed future phases of the sidewalk that would be one to three miles long, each connecting to the adjacent property and continuing through the park connecting the school sidewalk trail with other businesses in the park. These connecting portions would provide a safe walking environment for employees and students to exercise during breaks, and before or after work or classes.



State: Kentucky  
Agency: City of Winchester  
Client Contact:  
Ed Burtner  
859-745-4590  
Dates: 2011  
Project Length; Type of Improvement: 0.33 mile; Multi-Phase Trail Design  
Project Management:  
Chris Mischel, PE, CPESC, LEED AP  
Construction Cost / Design Fee:  
\$5,000 Design Fee  
(+ \$5,000 In-Kind Services)

**Palmer**  
ENGINEERS

### CHEVY CHASE FEASIBILITY STUDY FAYETTE COUNTY, KY

#### 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 rental properties are home to UK students.



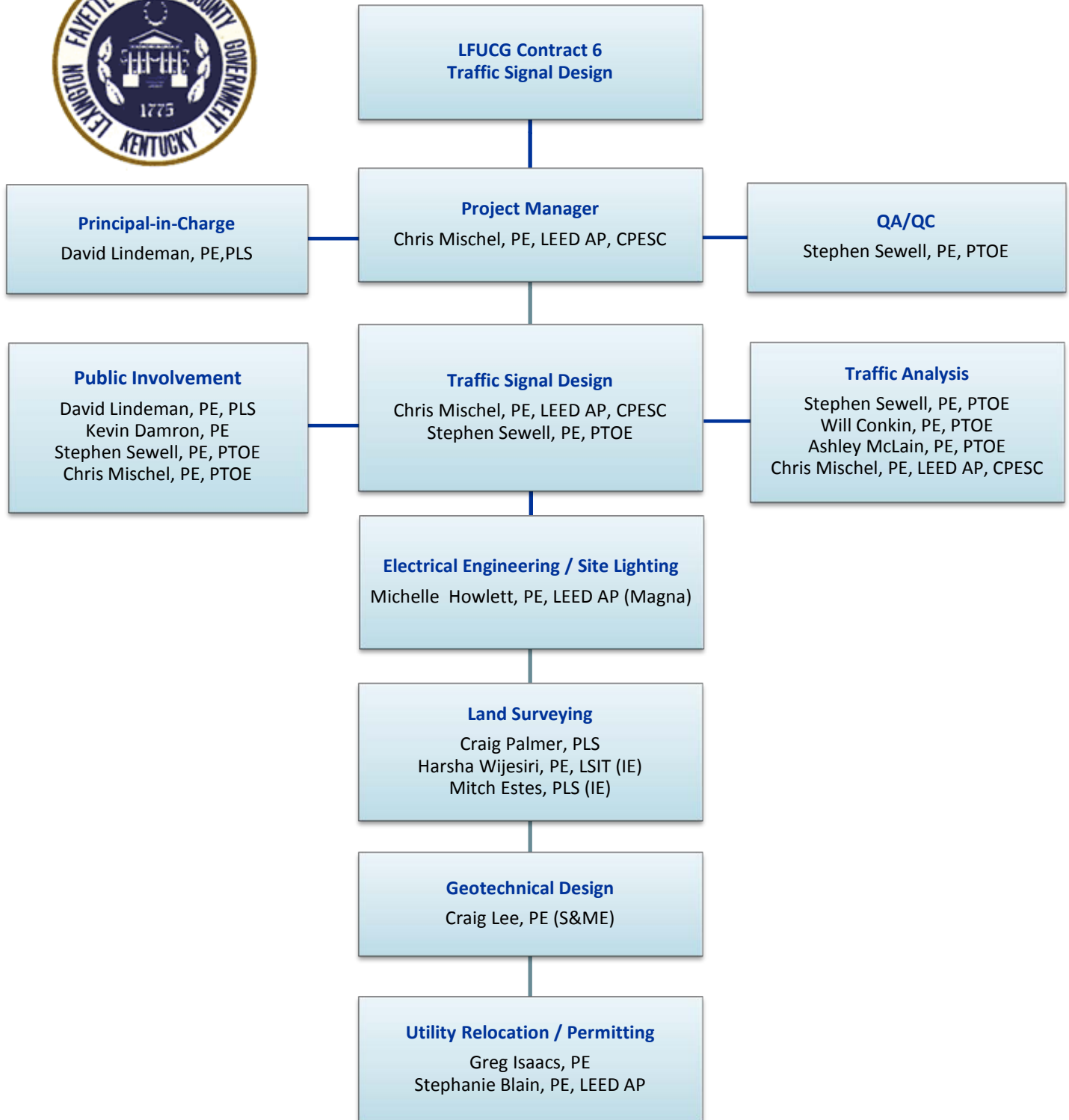
Streetscape improvements were examined to incorporate green technologies and potentially urban art. Back-in parking was also considered as a method to increase the number of available parking spaces and provide safety benefits over the existing parallel parking. A public meeting was held to present three potential alternative schemes of improvements. With input from that meeting, a final preferred alternative was developed for presentation at an additional public meeting. The City of Lexington will prepare grant applications to fund future phases of design.

State: Kentucky  
Agency: LFUCG  
Client Contact:  
Paul Schoninger  
859-258-3208  
Dates: 2010-Present  
Project Length; Type of Improvement: 0.4 mile; Feasibility Study  
Project Management:  
Stephen Sewell, PE, PTOE  
Greg Isaacs, PE  
David Lindeman, PE, PLS  
Construction Cost / Design Fee:  
\$58,407 Design Fee

**Palmer**  
ENGINEERS



# Project Team Organizational Chart Contract 6 – Traffic Signal Design



## PALMER ENGINEERING

### CONTRACT 6--Traffic Signal Design Firm Qualifications



**Contract 6 – Traffic Signal Design** provides the Lexington-Fayette County Government (LFUCG) with a means to expedite engineering services for traffic analysis and signal design to optimize traffic signal timing patterns for various types of intersections in order to improve traffic operations in Lexington. Palmer Engineering is ideally positioned to work with LFUCG from our branch office in Lexington and headquarters in Winchester, KY because of our transportation engineering experience in Fayette County designing projects for both LFUCG and the Kentucky Transportation Cabinet (KYTC). Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts. Palmer Engineering has also been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structures, and Local Public Agency (LPA) General Services Contracts. Our engineers' experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.

Over the past 45 years, *Palmer Engineering's* professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 3,000 projects for approximately 700 clients. Departments of Transportation and Local Public Agencies constitute Palmer's largest business sectors. The firm has 96 employees, including 42 registered professional engineers, 3 registered Professional Traffic Operations Engineers (PTOE), 3 registered structural engineers, 9 registered land surveyors, and 10 engineers-in-training available to provide the highest quality services. In order to respond to all needs of the LFUCG, Palmer Engineering has assembled a team of experienced professionals, who have proven they are capable of addressing all project scopes that may be assigned for Traffic Signal Design.

The **Perryland Development at KY 80 in Perry County, KY**, is a representative project of how the Palmer Engineering Team will work with LFUCG to improve traffic operations in Lexington by providing efficient traffic signal design at multiple intersections. This project included new signal design at two new intersections into the new Perryland Development. These two signals were necessary for a new elementary school under construction within the development and future traffic anticipated with the new shopping center. Palmer Engineering provided traffic signal plans designed to be coordinated so they can operate together in a more effective manner. Existing utilities along KY 80 were relocated as necessary, and encroachment permits were approved by KYTC.

In Pulaski County near Somerset, Palmer provided multiple traffic signal designs on **KY 914 at KY 80, KY 192, and KY 769**. Palmer was asked to provide an expedited traffic signal design as part of a design/build roadway project. With the widening of KY 914, all of these signals required modifications as the new roadway would encroach upon their pole locations. Palmer provided new loop detector systems for new turn bays, the latest four-headed signal heads at each intersection, and new Advanced Warning Flasher signals at the eastbound and westbound approaches at KY 769. The challenge of the project was the number of traffic signals that were to be designed to meet the latest in KYTC requirements in a short period of time.



The Oak Grove Village Shopping Center is another recent project that required modification to the busy intersection at **US 41A and Gate 7 Road** near the Fort Campbell Army Base. With the addition of the new shopping center approach and turn lanes to the intersection, Palmer provided traffic signal design to add the necessary signal heads, signal poles, and wiring to meet the needs of the intersection and requirements of KYTC. Palmer provided signal design on this project for our teaming partner, Integrated Engineering.

#### **The Palmer Team**

Palmer Engineering has assembled an experienced team that has worked together on past LFUCG projects as well as KYTC traffic signal / traffic engineering projects. Palmer Engineering team members in our Lexington Branch Office, will play key roles in the development of solutions, public involvement, permitting, utility coordination, traffic signal and lighting design, as well as local LFUCG coordination. LFUCG is familiar with this team through the on-going four general services contracts mentioned earlier with the Division of Water Quality (DWQ) and the Chevy Chase Intersection project.

**Chris Mischel, PE, LEED AP, CPESC**, will be the Project Manager for the Palmer Engineering traffic signal design team and the single point of contact with LFUCG. Mr. Mischel, who is based in Palmer's Lexington office, has successfully managed civil engineering and traffic signal design projects in Lexington and throughout Kentucky, including the LFUCG Public Safety Operations Center on Cisco Drive, US41A and Gate 7 Road traffic signal design in Christian County, and the Perryland Development's two traffic signals on KY 80 for a new school entrance and a commercial development. He also has traffic analysis experience on US 31W in Elizabethtown. Mr. Mischel's experience, qualifications, and understanding of traffic signal issues provide LFUCG with a manager and designer who can complete any assigned task on time and within budget.



The Palmer Engineering Team has the expertise to respond to any LFUCG project challenge. Other personnel and their roles in this contract include: **David Lindeman, PE, PLS**, will serve as Principal-In-Charge for this contract. Mr. Lindeman will allocate the staff and resources to this contract to ensure that regardless of the work order size, the assignment will be a top priority and will be completed on time. Palmer Engineering is uniquely staffed with three PTOEs experienced at providing traffic analysis to optimize traffic signal timing in order to develop an efficient traffic signal timing pattern for various types of intersections. **Stephen Sewell, PE, PTOE**, will provide QA/QC guidance for Mr. Mischel and the LFUCG to implement innovative and practical solutions for matching project design with purpose and need and available funding. Mr. Sewell has successfully managed transportation projects in Lexington and throughout Kentucky including both the Chevy Chase Intersection Improvement and New Circle Road between Newtown Pike and Georgetown Road in Lexington, a Pedestrian Walkway and US 60 improvements for Kentucky State University (KSU) in Frankfort, and the Broadway Avenue realignment project in Bowling Green. Mr. Sewell has worked closely with Mr. Mischel on many of Palmer's traffic signal projects, including the Oak Grove Village Signal Design, and will provide attention to the details in the design documents to assure a final product of the highest quality. **Will Conkin, PE, PTOE**, and **Ashley McLain, PE, PTOE**, will assist with the design and planning of engineering activities associated with traffic analysis.



**Greg Isaacs, PE** and **Stephanie Blain, PE, LEED AP**, have completed numerous projects for LFUCG, including the Chevy Chase Intersection Traffic Study, Ecton Park Sanitary Sewer, Coldstream Court/Crimson King Court, and the East Lake Trunk Sewer. Greg is a hands-on project manager that works closely with LFUCG Project Managers and the residential and business owners where these projects are located to ensure that the design balances with the community's needs and interests. Greg will assist with any necessary utility relocation. Stephanie will prepare any needed permit applications for the Corps of Engineers, Division of Water, KYTC, LFUCG, and FEMA and assist the team with the preparation of the Storm Water Pollution Prevention Plans and the Erosion Control Plans as required. **Kevin Damron, PE**, recently joined our Lexington Branch Office and will provide assistance through public involvement. As the former KYTC Deputy State Highway Engineer for Project Development and a Chief District Engineer, Mr. Damron understands and appreciates the benefits of the general services contracts and how they can be used to expedite and streamline the delivery of projects. **Craig Lee, PE**, of **S&ME**, will provide all geotechnical services.

Disadvantaged Business Enterprises (DBE) providing services on this contract include **Integrated Engineering (IE)** and **Magna Engineers**. **Harsha Wijesiri, PE, LSIT** of IE is a former Palmer Engineering employee; he and **Mitch Estes, PLS**, with IE, will handle most of the surveying, assisted by **Craig Palmer, PLS**, with Palmer Engineering. **Michelle Howlett, PE, LEED AP**, with Magna will provide electrical engineering and site lighting associated with all traffic signal projects to ensure that we will meet or exceed the 10% goals for this contract. We have worked closely with Mr. Wijesiri and Ms. Howlett on prior LFUCG projects. More information on DBE Involvement is provided in Section 7 of this submittal.

#### **Reasons to Select Palmer Engineering:**

- Palmer Engineering's experience and quick response have provided LFUCG, KYTC, and other local public agencies with the resources and staff to implement projects regardless of the scope, timeframe, or funding source.
- Palmer Engineering Project Manager Chris Mischel, PE, LEED AP, CPESC, and the entire Palmer Team have extensive experience and a proven history of successfully completing traffic signal design projects.
- Palmer Engineering is the only firm in Kentucky with three registered Professional Traffic Operations Engineers (PTOE) experienced at providing traffic analysis to optimize traffic signal timing in order to develop an efficient traffic signal timing pattern for various types of intersections.
- Palmer Engineering has been selected repeatedly by KYTC for Statewide Drainage Design, Environmental Studies, Structure, and Local Public Agency (LPA) General Services Contracts.
- Palmer Engineering has been selected by the LFUCG Division of Water Quality (DWQ) to provide similar general engineering services on four contracts.
- Palmer Engineering and our team members have a demonstrated commitment to quality and to providing innovative, efficient design solutions within available funding.
- Palmer Engineering has received evaluations in excess of 90 points on a 100-point scale for the last 19 projects completed for the KYTC.
- 100% of the work will be done locally from our branch office in Lexington and headquarters in Winchester, KY.

Palmer Engineering appreciates consideration of this proposal and looks forward to a continued partnership with LFUCG and the professional staff of the LFUCG Department of Engineering.

## CONTRACT 6--TRAFFIC SIGNAL DESIGN SIMILAR PROJECTS

### Project Description:

**KY-80--Perryland Signal Design, 2011-2012** - Palmer Engineering prepared Traffic Signal Plans for the 40-acre Perryland development. One new traffic signal was proposed at the main entrance to the development that would serve as the approach road to a new elementary school for the Perry County Schools. The plans included an Advanced Warning Flasher (AWF) system to alert vehicles when the signal is about to change. A second signalized intersection was design at the secondary entrance to the development. Both signals were designed to work in coordination.



The traffic signal and KY-80 roadway improvements have been designed, permitted, and are ready for construction. Roadway improvements included coordination with the Kentucky Transportation Cabinet. The project continues to develop as tenants purchase or lease sites.

State: Kentucky  
Agency: Begley Properties

Client Contact:  
Curtis Asher  
606-878-2071  
Dates: 2011-2012

Project Length; Type of  
Improvement: 40 acres;  
Traffic Signal Plans

Project Management:  
Brian Ward, PE, PLS

Construction Cost / Design Fee:  
\$85,630 Design Fee

**US-41A--Oak Grove Village, 2014** - The Oak Grove Village shopping center is a new private commercial development at an existing T-intersection at US-41A and Gate 7 Road near the Fort Campbell Army base. With the addition of the new shopping center approach and turn lanes to the intersection, Palmer provided traffic signal design to add the necessary signal heads, signal poles, and wiring to meet intersection needs and KYTC requirements.



Palmer provided new loop detector systems for new left-turn bays and through lanes where existing loop detectors were removed due to road widening. New steel strain poles and wiring, and the latest LED traffic signal heads were include with the traffic signal design. Pole and base calculations were also provided using KYTC approved Signal and Lighting Structural Analysis (SALSA) structural calculations, which verify that the forces placed on signal poles and messenger wire meet safety requirements. New loop schedules for wiring the loops with the proper slots and channels in the traffic signal controller box were provided as well as wiring schedules for connecting loop detectors and signal heads to the signal controller. Estimated quantities were provided for each traffic signal designed at each intersection based on materials required for each signal.

State: Kentucky  
Agency: Integrated Engineering

Client Contact:  
Eddie Mesta, PE  
859-368-0145

Dates: 2013-2014

Project Length; Type of  
Improvement: Intersection  
length; Traffic Signal Design

Project Management:  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
\$6,000 Design Fee

**KY-914--Design Build, 2014** - Palmer Engineering provided multiple traffic signal plan designs on KY 914 at KY 80, KY 192, and KY 769 in Pulaski County near Somerset, KY. Palmer was asked to provide an expedited traffic signal design as part of a design/build roadway project.

The widening of KY 914 required all three traffic signals to be modified as the new roadway would encroach upon their pole locations.

Palmer provided new loop detector systems for new left-turn bays, new steel strain poles and wiring, the latest LED traffic signal heads--including the new three-section flashing yellow arrow signal head for permitted only left-turn conditions, and new Advanced Warning Flasher (AWF) signals at the eastbound and westbound approaches at KY 769.

Pole and base calculations were also provided using KYTC-approved Signal and Lighting Structural Analysis (SALSA) structural calculations, which verify that the forces placed on signal poles and messenger wire meet safety requirements. New loop schedules for wiring the loops with the proper slots and channels in the traffic signal controller box were provided as well as wiring schedules for connecting loop detectors and signal heads to the signal controller. Estimated quantities were provided for each traffic signal designed at each intersection based on materials required for each signal.



State: Kentucky  
Agency: ATS Construction, LLC

Client Contact:  
Brian Billings, PE  
859-223-7001

Date: 2014

Project Length; Type of  
Improvement: 3 Intersections;  
Traffic Signal Design

Project Management:  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
\$20,000 Design Fee

## CONTRACT 6--TRAFFIC SIGNAL DESIGN SIMILAR PROJECTS

### Project Description:

**US-68--Cadiz Bypass--Design-Build, 2014** - Palmer provided multiple traffic signal plan designs on US-68 Bypass at US-68, and KY-139 in Trigg County near Cadiz, KY, as part of a design/build roadway project.



The widening of US 68 Bypass required brand new flashing yellow and red LED lights at KY 139 and a new traffic signal at US 68. Palmer provided new loop detector systems for new left turn bays and through lanes for new through lanes, new steel strain poles and wiring, the latest LED traffic signal heads. Pole and base calculations were also provided using KYTC approved Signal and Lighting Structural Analysis (SALSA) structural calculations, which verify that the forces placed on signal poles and messenger wire meet safety requirements. New loop schedules for wiring the loops with the proper slots and channels in the traffic signal controller box were provided as well as wiring schedules for connecting loop detectors and signal heads to the signal controller. Palmer determined the proposal traffic signal phasing based on the configuration of the intersections and traffic volumes.

State: Kentucky  
Agency: Rogers Group

Client Contact:  
Lori Harper  
615-242-0585

Dates: 2014

Project Length; Type of Improvement: 2 Intersections; Traffic Signal Design

Project Management:  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
\$12,000 Design Fee

**Richmond Bypass / Merrick Drive, 2014** - Palmer Engineering provided traffic signal plan design for an existing traffic signal at the intersection of the Richmond Bypass and Merrick Drive. The existing traffic signal required additional LED signal heads and loop detectors for a fourth approach for a new commercial development.



Due to improvements on the Richmond Bypass, loop detectors, junction boxes and wiring were also replaced. Pole and base calculations were also provided using KYTC approved Signal and Lighting Structural Analysis (SALSA) structural calculations. SALSA calculations verify that the forces placed on signal poles and messenger wire meet safety requirements. New loop schedules for wiring the loops with the proper slots and channels in the traffic signal controller box were provided as well as wiring schedules for connecting loop detectors and signal heads to the signal controller.

State: Kentucky  
Agency: E A Partners, PLLC

Client Contact:  
Tom Hatfield  
859-296-9889

Dates: 2014

Project Length; Type of Improvement: One Intersection length; Traffic Signal Design

Project Management:  
Chris Mischel, PE, LEED AP, CPESC

Estimated quantities were provided for each traffic signal designed at each intersection based on materials required for each signal.

Construction Cost / Design Fee:  
\$5,200 Design Fee

**US-31W, Hardin County, 2014** - 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 (identified from previous studies) were used as a starting point for analysis of proposed improvements to the corridor.



The HCS Streets module allows for analysis of the interaction of multiple signalized intersections and unsignalized access points along a corridor using Highway Capacity methodologies. Palmer Engineering worked with the developer of the HCS Streets module (McTrans at the University of Florida) for beta testing of the HCS Streets module and to provide real-world analyses for the US-31W corridor.

CORSIM simulations were developed for existing conditions and were calibrated using field travel times and field-determined queue lengths. With micro-simulations that replicate existing conditions, proposed modifications can be evaluated to ensure adequate storage for U-turns and other proposed access management scenarios. Eliminating left turns at selected locations increases capacity and operating speeds and also will improve safety by reducing conflict points.

State: Kentucky  
Agency: KYTC

Client Contact:  
John Moore  
270-766-5066

Date: 2012-Present

Project Length; Type of Improvement: 10 miles; Access Management

Project Management:  
David Lindeman, PE, PLS  
Gary Sharpe, PE, PLS  
Stephen Sewell, PE, PTOE

Construction Cost / Design Fee:  
\$595,881 Design Fee



# PALMER ENGINEERING

## Client List



<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Paul Schoninger            Phone No: 859-258-3208            E-Mail Address: <a href="mailto:pschoninger@lexingtonky.gov">pschoninger@lexingtonky.gov</a>            Similar Projects: Chevy Chase Feasibility Study</p>	<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Ben Krebs            Phone No: 859-258-3426            E-Mail Address: <a href="mailto:bkrebs@lexingtonky.gov">bkrebs@lexingtonky.gov</a>            Similar Projects: Crimson King Court / Coldstream Court Stormwater Study</p>
<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Doug Baldwin            Phone No: 859-258-3474            E-Mail Address: <a href="mailto:dbaldwin@lexingtonky.gov">dbaldwin@lexingtonky.gov</a>            Similar Projects: East Lake Sanitary Sewer</p>	<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Brian Hayes            Phone No: 859-258-3410            E-Mail Address: <a href="mailto:bhayes@lexingtonky.gov">bhayes@lexingtonky.gov</a>            Similar Projects: Trinity Road Storm Water</p>
<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Vernon Azevedo            Phone No: 859-425-2438            E-Mail Address: <a href="mailto:vazevedo@lexingtonky.gov">vazevedo@lexingtonky.gov</a>            Similar Projects: Ecton Park Sanitary Sewer</p>	<p>Client Name: Lexington-Fayette Urban County Govt.            Contact: Rick Curtis            Phone No: 859-258-3281            E-Mail Address: <a href="mailto:rcurtis@lexingtonky.gov">rcurtis@lexingtonky.gov</a>            Similar Projects: Public Safety Building Renovation</p>
<p>Client Name: KY Transportation Cabinet            Contact: Phil Logsdon            Phone No: 502-564-7250            E-Mail Address: <a href="mailto:phil.logsdon@ky.gov">phil.logsdon@ky.gov</a>            Similar Projects: US-421, Leestown Road</p>	<p>Client Name: University of Kentucky            Contact: Physical Plant            Phone No: 859-257-4704            Similar Projects: Pedestrian Bridge over Limestone; W. T. Young Library</p>
<p>Client Name: KY Transportation Cabinet--District 7            Contact: Randy Turner            Phone No: 859-246-2355            E-Mail Address: <a href="mailto:randy.turner@ky.gov">randy.turner@ky.gov</a>            Similar Projects: KY-4, New Circle Road</p>	<p>Client Name: City of Winchester            Contact: Ed Burtner, Mayor            Phone No: 859-744-2821            E-Mail Address: <a href="mailto:eburtner@winchesterky.com">eburtner@winchesterky.com</a>            Similar Projects: Seventh Street Traffic Improvements; BCTC Sidewalk Trail; Multiple City Projects</p>
<p>Client Name: KY State University            Contact: Jack McNear            Phone No: 502-597-5853            E-Mail Address: <a href="mailto:Jack.McNear@kysu.edu">Jack.McNear@kysu.edu</a>            Similar Projects: KSU Pedway and Elevator Tower</p>	<p>Client Name: KY Transportation Cabinet--District 5            Contact: Johnathan West            Phone No: 502-210-5400            E-Mail Address: <a href="mailto:johnathan.west@ky.gov">johnathan.west@ky.gov</a>            Similar Projects: KSU Pedway and Elevator Tower</p>
<p>Client Name: KY Transportation Cabinet--District 2            Contact: Nick Hall            Phone No: 270-824-7080            E-Mail Address: <a href="mailto:nick.hall@ky.gov">nick.hall@ky.gov</a>            Similar Projects: KY-3, Green River Road</p>	<p>Client Name: City of Henderson            Contact: Buzzy Newman            Phone No: 270-831-1200            E-Mail Address: <a href="mailto:citymanager@cityofhendersonky.gov">citymanager@cityofhendersonky.gov</a>            Similar Projects: KY-3, Green River Road</p>
<p>Client Name: KY Transportation Cabinet--District 7            Contact: Bill McKinney            Phone No: 502-564-4560            E-Mail Address: <a href="mailto:bill.mckinney@ky.gov">bill.mckinney@ky.gov</a>            Similar Projects: US-60 over I-64</p>	<p>Client Name: City of Henderson            Contact: Buzzy Newman            Phone No: 270-831-1200            E-Mail Address: <a href="mailto:citymanager@cityofhendersonky.gov">citymanager@cityofhendersonky.gov</a>            Similar Projects: KY-3, Green River Road</p>
<p>Client Name: Winchester/Clark Industrial Authority            Contact: Todd Denham            Phone No: 859-744-9229            E-Mail Address: <a href="mailto:info@winchesterindustry.com">info@winchesterindustry.com</a>            Similar Projects: Industrial Park Railroad Bridge; Multiple WIA Projects</p>	<p>Client Name: KYTC Office of Local Programs            Contact: Jackie Jones            Phone No: 502-564-2060            E-Mail Address: <a href="mailto:jackie.jones@ky.gov">jackie.jones@ky.gov</a>            Similar Projects: Dawkins Line Trail</p>
<p>Client Name: Begley Properties, LLC            Contact: Curtis Asher            Phone No: 606-878-2071            E-Mail Address:            Similar Projects: Perryland Traffic Study and Signal Plans</p>	<p>Client Name: KY Transportation Cabinet--District 4            Contact: John Moore            Phone No: 270-766-5066            E-Mail Address: <a href="mailto:john.moore@ky.gov">john.moore@ky.gov</a>            Similar Projects: US-31W, Access Management</p>

## Attachment 1

**Project Team Location(s)**

<b>Prime Consultant</b>	<b>Location (City, State)</b>	<b>Date Office Established</b>	<b>Total Number of Employees</b>	<b>No. of Employees expected to work on DOE projects</b>
Headquarters	Winchester, KY	1969	52	22
Local Office	Lexington, KY	2009	4	4
PM Location	Lexington, KY (2)			
	Winchester, KY (2)			
<b>SubConsultants</b>				
Name:	Integrated Engineering	2006	16	3
Service Provided	Survey, Drainage, Sidewalk Design			
Headquarters	Lexington, KY	2006	11	3
Local Office	Lexington, KY	2006	11	3
Name:	Element Design	2008	8	2
Service Provided	Landscape Architecture			
Headquarters	Lexington, KY	2008	2	2
Local Office	Lexington, KY	2008	2	2
Name:	Magna Engineers	2011	4	1
Service Provided	Electrical Engineering			
Headquarters	Lexington, KY	2011	4	1
Local Office	Lexington, KY	2011	4	1

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
2. Listing of sub-consultants is optional and should only be provided if the prime consultant considers the sub-consultant(s) services to be essential to meeting the required qualifications. In this event, documentation from the subconsultant(s) shall be submitted in the SOQ that provides a commitment to be a part of the prime consultant's team in providing the stated services. In such cases, for the purpose of evaluating the proposals, committed sub-consultants will be considered to be part of the prime consultant's workforce. Prime consultants face potential disqualification from future work if DOE finds that the identified sub-consultants are not being utilized to deliver assigned work products.

Attachment 1

**Project Team Location(s)**

Prime Consultant	Location (City, State)	Date Office Established	Total Number of Employees	No. of Employees expected to work on DOE projects
Headquarters	Winchester, KY	1969	52	22
Local Office	Lexington, KY	2009	4	4
PM Location	Lexington, KY (2)			
	Winchester, KY (2)			
<b>SubConsultants</b>				
Name:	Murphy Graves Trimble, PLLC	2004	23	2
Service Provided	Architecture			
Headquarters	Lexington, KY	2004	23	2
Local Office	Lexington, KY	2004	23	2
Name:				
Service Provided				
Headquarters				
Local Office				
Name:				
Service Provided				
Headquarters				
Local Office				

**Notes:**

1. "Headquarters" refers to the corporate office that provides project support to the local office, if applicable. If support comes from multiple locations, use the blank spaces in the form to provide relevant information.
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# PALMER ENGINEERING

## DBE/MBE Participation Plan



### RFP #13-2014--Professional Engineering Services

Palmer Engineering is committed to involving minority- and women-owned firms in these contracts and meeting or exceeding the DBE goal of 10 percent as we have done on past KYTC and LFUCG projects. Palmer Engineering will provide meaningful and significant work to the DBE/MBE-certified firms of Integrated Engineering (IE) and Magna Engineers (Magna). In addition, Palmer will also utilize the services of Element Design (formerly a DBE/MBE-certified firm M2D Architects) and independent right-of-way agents, Julie Boggess, Ralph Rhemann, and Debra Rhemann. Even though Element Design and the independent right-of-way agents are not currently DBE/MBE-certified firms, Element Design's status is pending (having applied as a woman-owned firm), and two of the right-of-way agents are women.

Both IE and Magna are Small Businesses; IE is a well-rounded firm, which provides a broad range of services; Magna is a specialty firm, which provides electrical, mechanical, and instrumentation/controls engineering services.

**Goals:** The primary goals of our plan are:

- To have 10 percent of the work related to each contract be completed by DBE firms
- To enhance existing DBE/MBE engineering firms in the region
- To foster a positive environment for DBE/MBE businesses
- To encourage the continued growth and future stability of DBE/MBE firms

**Action Items:** In order for our team to be able to accomplish the goals of our DBE / MBE Plan we propose the following methods:

- Assign meaningful and significant work for each project
- Monitor progress and evaluate performance in order to provide constructive feedback

#### Integrated Engineering

IE is a Lexington-area roadway and civil design firm led by **Harsha Wijesiri, PE**. He is a former Palmer Engineering employee, who has a long-standing relationship with Palmer Engineering staff and Palmer procedures for developing projects. Mr. Wijesiri has worked on a wide variety of roadway design and surveying projects. IE employees recently worked with Palmer Engineering on the Ecton Park Project for LFUCG, as well as numerous other projects. Mr. Wijesiri and other IE employees will provide surveying services and assist with other services as needed on Contracts 1, 2, 4, 5, and 6.

#### Magna Engineers

Magna Engineers (Magna) is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna is a certified Economically Disadvantaged Woman-Owned Small Business in accordance with Small Business Administration (SBA) requirements, and is a certified Women Business Enterprise (WBE) with the Women's Business Enterprise National Council (WBENC). Magna Engineers is listed as an approved WBE with the Louisville-Jefferson County Metropolitan Sewer District. Magna has DBE Certification with the Kentucky Department of Transportation. Magna is pre-qualified with the Kentucky Department of Transportation for Roadway Lighting Design Services. **Michelle Howlett, PE**, and other Magna employees have worked with Palmer Engineering on a number of projects including the new Lower Howards Creek Wastewater Treatment Plant in Winchester, Kentucky. Magna will provide electrical engineering and site lighting services, as needed, on Contracts 1, 4, 5, and 6.

The Palmer Engineering Project Team has well-established working relationships with the aforementioned DBE firms through other projects. Our continued working partnership with both IE and Magna fosters an atmosphere of learning, trust, and mutual respect for both the DBE firm and Palmer Engineering as Palmer fosters their growth and experience while working together for LFUCG. Appropriate mentoring, training, and additional assistance will be provided for DBE firms, as needed, to ensure timely completion of assigned tasks in a quality manner.



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #1**

RFP Number: #**13-2014**

Date: March 3, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced RFP:

*Paragraph two on page one should read as follows and agree with the date on the website:*

"Sealed proposals will be received in the Division of Central Purchasing, Room 338, Government Center, 200 East Main Street, Lexington, KY, 40507, until **2:00 PM**, prevailing local time, on **March 26, 2014.**"

*Paragraph one on page two should read as follows:*

**Deadline for questions after the Pre-proposal meeting shall be Tuesday, MARCH 12<sup>th</sup>, 2014 at 2:00 PM local time.**

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Palmer Engineering

ADDRESS: Suite 900, 301 East Main Street, Lexington, KY 40507

SIGNATURE OF PROPOSER:



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #2**

RFP Number: #**13-2014**

Date: March 7, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced RFP:

*Disregard Addendum #1 issued on this page earlier today, March 7, 2014. That addendum was for RFP #14-2014 Request for Qualifications – Supplemental Legal Services and posted to the page for RFP #13-2014 in error.*

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

**COMPANY:** Palmer Engineering

**ADDRESS:** Suite 900, 301 East Main Street, Lexington, KY 40507

**SIGNATURE OF PROPOSER:**



Lexington-Fayette Urban County Government  
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray  
Mayor

William O'Mara  
Commissioner

**ADDENDUM #3**

RFP Number: #**13-2014**

Date: March 17, 2014

Subject: **Request for Qualifications for  
Professional Engineering Services**

Please address inquiries to:  
Theresa Maynard (859) 258-3320

**TO ALL PROSPECTIVE BIDDERS:**

Please be advised of the following clarifications to the above referenced RFP:

- Sign in sheets from March 10<sup>th</sup>, 2014 Pre-Proposal Meeting attached
- Questions and Answers attached

Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Palmer Engineering


ADDRESS: Suite 900, 301 East Main Street, Lexington, KY 40507

SIGNATURE OF PROPOSER:

# AFFIRMATIVE ACTION

## POLICY STATEMENT

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

  
\_\_\_\_\_  
David Lindeman, President

January 2, 2014



January 2, 1986  
Revised/Updated January 2, 2014

# PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN

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


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



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

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

PALMER ENGINEERING COMPANY

  
\_\_\_\_\_  
David Lindeman, President

January 2, 1979  
Revised January 2, 2014


## 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 Linideman, President



## 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  25th  day  
of  March , 2013.

My Commission expires:  11/11/2014

  
\_\_\_\_\_ #429919  
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:** 03 / 25 / 14

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
<b>Administrators</b>	6	6								6	
<b>Professionals</b>	46	40	5					1		41	5
<b>Superintendents</b>	7	7								7	
<b>Supervisors</b>											
<b>Foremen</b>											
<b>Technicians</b>	28	24	4							24	4
<b>Protective Service</b>											
<b>Para-Professionals</b>											
<b>Office/Clerical</b>	5		5								5
<b>Skilled Craft</b>	1	1								1	
<b>Service/Maintenance</b>	2	1	1							1	1
<b>Total:</b>	95	79	15					1		80	15

**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 #** 13-2014

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

<b>MWDBE Company, Name, Address, Phone, Email</b>	<b>Work to be Performed</b>	<b>Total Dollar Value of the Work</b>	<b>% Value of Total Contract</b>
1. Integrated Engineering 166 Prosperous Place Suite 220 Lexington, KY 40503 859-368-0145 harsha@integrated-engineering.com	Survey Drainage Design Sidewalk Design	TBD	10%
2. Magna Engineering 861 Corporate Drive Suite 210 859-309-2990 mhowlett@magnaengineering.com	Electrical Engineering	TBD	3% - 4% on Contracts 1, 4, 5, and 6
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

  
Company Representative

03/25/14  
Date

President and CEO  
Title

## LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 13-2014

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

- Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.
- Included documentation of advertising in the above publications with the bidders good faith efforts package
- Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities
- Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms
- Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).
- Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- Followed up initial solicitations by contacting MWDBEs to determine their level of interest.
- Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.
- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible



units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

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

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

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

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


\_\_\_\_\_ Made efforts to expand the search for MWBE firms beyond the usual geographic boundaries.

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

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

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

Palmer Engineering  
Company

  
\_\_\_\_\_  
Company Representative

03/25/2014  
Date

President and CEO  
Title

## GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this 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

03/25/2014  
\_\_\_\_\_  
Date



Suite 900  
301 East Main Street  
Lexington, KY 40507  
859.389.9293  
[www.palmernet.com](http://www.palmernet.com)

**EXHIBIT D**

**FURTHER DESCRIPTION OF BASIC  
ENGINEERING SERVICES AND  
RELATED MATTERS**

**LFUCG PROJECT ASSIGNMENT NO. \_\_\_\_\_  
UNDER LFUCG AGREEMENT WITH \_\_\_\_\_ FOR**

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**CONSULTANT**

**OWNER**

<b>Name</b>	_____	Lexington Fayette Urban County Government
<b>Street Address</b>	_____	200 East Main Street
<b>City, State, Zip</b>	_____	Lexington, KY 40507
<b>Contact Person</b>	_____	Brad Frazier
<b>Telephone</b>	_____	859-258-3410
<b>Fax</b>	_____	859-258-3458
<b>E-Mail</b>	_____	bfrazier@lexingtonky.gov

**Project Assignment Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

**SCOPE OF WORK/DELIVERABLES**

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**SCHEDULE OF WORK**

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**FEE**

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**ACCEPTED BY:**

**AUTHORIZED BY:**

\_\_\_\_\_  
Consultant's Authorized Signature

\_\_\_\_\_  
Owner's Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



*Two originals of this work order shall be executed by the Owner and returned to \_\_\_\_\_. A fully executed copy will be returned to the Owner.*

