

**ENGINEERING SERVICES
AGREEMENT
VERSAILLES ROAD IMPROVEMENTS
PROJECT
MAY 2026**



LEXINGTON

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 18, 2026 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Palmer Engineering (**CONSULTANT**). **OWNER** intends to proceed with the Versailles Road Improvements Project as described in the attached "Scope of Services" document (**Exhibit A**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the Versailles Road Improvements Project. The services are hereinafter referred to as the **Project**.

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Data Collection and Preliminary Design Phase

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

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** Meet with **OWNER** to discuss the project requirements and proposed Scope of Services, and to conduct a project site visit.
- 1.2.3.** On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.
- 1.2.4.** Furnish up to three (3) copies of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.
- 1.2.5.** Furnish one copy of the above preliminary drawings to each of the local utility companies.

- 1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

Sections 1.3 thru 1.6 will be in effect after a Contract Modification

1.3. Final Design Phase

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

- 1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.
- 1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.
- 1.3.3. Advise OWNER of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.
- 1.3.4. Prepare for review and approval by OWNER, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.
- 1.3.5. Furnish up to three (3) copies of the above documents and present them in person to OWNER. After OWNER'S detailed review, attend conference with OWNER to discuss OWNER'S comments.
- 1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.
- 1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

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

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

Note: OWNER may acquire easements and right-of-way in-house, or utilize the services of the CONSULTANT through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the OWNER. However, during Bidding, the CONSULTANT shall be available to address any questions that arise concerning the accuracy or intent of his work, and other services as defined in Exhibit A "Scope of Services".

1.6. Construction Phase

OWNER may furnish construction inspection services in-house or utilize the services of the CONSULTANT through a contract modification.

During Construction, the CONSULTANT shall be available to address any questions that arise concerning the accuracy or intent of the Services.

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence. See Exhibit A "Scope of Services" 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.

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

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding seven hundred sixty-nine thousand seven hundred and forty-six dollars (\$769,746).

5.1.2. For Extra Work.

"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER**

determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

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

5.3. Other Provisions Concerning Payments.

- 5.3.1.** In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.
- 5.3.2.** In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.
- 5.3.3.** In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER**

shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations.

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

6.4. Successors and Assigns.

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

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Environmental Quality and Public Works, Lexington-Fayette Urban County

Government for review. The decision of the Commissioner as to the determination of such dispute shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work.

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

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

6.7. Security Clause.

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

6.8. Access to Records.

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

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

6.9.2. Indemnification and Hold Harmless Provision

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.
- d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.
- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

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

6.9.4. Insurance Requirements

6.9.4.1 Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.
- b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**, unless **OWNER** waives requirement.
- c. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating

classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Deductibles and Self-Insured Programs

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

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

6.9.4.4. Verification of Coverage

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

6.9.4.5. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

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

safety and property of its personnel, the public and **OWNER** in the locations and areas in which **CONSULTANT** is performing services under the Agreement.

6.9.6 Default

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

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

- 8.2.** The following Exhibits are attached hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:
1. Engineering Services Agreement consisting of 13 pages.
 2. Exhibit A – Scope of Services consisting of 5 pages (excluding title sheet).
 3. Exhibit B – Fee Proposal consisting of 49 pages (excluding title sheet).
 4. Exhibit C – Request for Qualifications consisting of 44 pages (excluding title sheet).
 5. Exhibit D – Certificate of Insurance consisting of 1 page (excluding title sheet).
- 8.3.** This Agreement, together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CONSULTANT:

BY: _____
LINDA GORTON, MAYOR

BY: _____

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2026.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

SCOPE OF SERVICES

Exhibit A
Versailles Road Improvements – Viley Road to Porter Place
Scope of Services and Related Matters

Outlined in this Scope of Services are the preliminary design and environmental services for approximately 2.3 miles of multi-use path, sidewalks, medians, intersection improvements, and curbs along Versailles Road between Viley Road and Porter Place. Improvements from Viley Road to Parkers Mill Road will be minimal, with no change to the curbline. The prime focus of this Scope is from Mason Headley Road to Porter Place.

Final design, right of way acquisition and construction phase services may be added through contract modifications.

Scope of Services

CONSULTANT will provide the following Services to OWNER:

Survey

1. Establish survey control including four temporary benchmarks (minimum), set outside of the anticipated construction limits, for use during construction.
2. Perform deed and plat research available at the Fayette County Clerk's Office for properties along both sides of Versailles Road.
3. Send survey notification letters in advance of the topographic survey.
4. Conduct topographic survey along Versailles Road and side street approaches including the following:
 - a. Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.
 - b. All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.
 - c. Existing planimetric features including existing sidewalks, edges of roadway, entrances, steps, and lane markings.
 - d. Contact Kentucky 811 to locate utilities.
 - e. Horizontal location of visible utility features and marked utilities and service lines. Subsurface utility locations may be obtained as part of a future

amendment, as needed. Utility pole ownership information, position of utility wires labeled by utility provider, and low wire elevations will be included.

- f. Storm and sanitary sewer structure data information including rim elevations, invert elevations, and pipe connection orientation.
 - g. Adjacent property features such as fences, retaining walls, flag poles, landscape lighting, mailboxes, commercial signage, and buildings.
 - h. Location and identification of trees over five inches in diameter and vegetation edges. Trees with a diameter less than five inches that appear to be deliberately planted on a property will also be located and identified.
 - i. Locate boundary monuments found during the survey.
 - j. Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
 - k. The CONSULTANT may be required to coordinate and oversee a CCTV evaluation of the existing storm sewers should the OWNER request it.
 - l. It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydro excavating (if required).
5. Develop existing right-of-way and property line base map including existing recorded permanent easements based on field located boundary monuments and deed research and indicate current property owners.
6. Develop the environmental document including cultural historic surveys, phase 1 archeology, permitting, and Phase 1 HazMat Survey but is anticipated to be a CE Level 1.

Preliminary Design

- 1. Develop three (3) possible roundabout intersection layout and possible RCUT alternatives.
- 2. Develop 4-lane typical sections with medians (raised & flushed) with 8' multi-use path on one side and a 6' sidewalk on the other. Maximized buffer of 3' minimum.
- 3. Study and develop horizontal alignment and vertical alignment for the MUP and sidewalks along Versailles Road.

4. Prepare preliminary roadway CADD surface model of the potential Versailles Road Improvements Project to develop preliminary disturbance limits and evaluate preliminary right-of-way and temporary easement needs.
5. Prepare preliminary drainage analysis including:
 - a. Develop existing drainage system map and perform existing conditions analysis.
 - b. Develop preliminary proposed drainage concept.
6. Prepare and submit preliminary design memorandum with exhibits for OWNER review including the following:
 - a. Prepare 50 scale roll plot exhibits showing existing right-of-way and property lines, proposed shared use path layout, preliminary right-of-way, and easement lines.
 - b. Prepare 50 scale roll plot profile drawings.
 - c. Prepare summary of utility impacts, property impacts, and permitting.
 - d. Evaluation of shared use paths on driveway ingress/egress.
 - e. Prepare exhibit showing trees anticipated to be impacted by construction. Include an inventory with location, species, caliper, and whether the disturb limits impact the tree trunk or drip line.
 - f. Prepare a preliminary list of products and materials that may require special consideration by the Kentucky Transportation Cabinet (KYTC) or Federal Highway Administration.
 - g. Prepare list of potential encroachments onto public right-of-way.
 - h. Alignments and grades for approach roads and turn lanes as needed.
 - i. A preliminary Traffic Management Plan consistent with KYTC guidelines.
 - j. Prepare an opinion of probable construction costs (OPCC) of the OWNER-selected alternatives based on anticipated major bid items.
7. Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections.
8. Attend one meeting with OWNER to review preliminary design memorandum and exhibits.

9. Attend one meeting with the OWNER and the Kentucky Transportation Cabinet to review the conceptual plan.
10. During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consistent with applicable Section 106 National Historic Preservation Act requirements.

Utility Coordination

1. Attend up to six (6) utility meetings.
2. Develop and maintain a log of potential utility conflicts for review by OWNER and utility providers. The number and locations of subsurface utility locates is anticipated to be selected during design and provided via a future agreement amendment, as needed.
3. Send preliminary design plans to the appropriate utility companies for review and comment.
4. Obtain and track review comments from all impacted utilities.
5. Verify the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
6. Compile and maintain a list of all utility conflicts.
7. Create a schedule and budget for all required utility relocations.
8. Obtain Utility Impact Notes from the utility companies.
9. Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.
10. The Consultant shall design the project on the basis that the Kentucky Utilities Transmission poles shall remain in place.
11. Keep plans updated with any changes to utilities.

Public Involvement

1. Prepare for and attend one open-house style public meeting.

2. Attend up to twelve (12) individual meetings with property owners to review the design.
3. Coordinate with LEXTRAN to determine any changes in the route such as shifting bus stops to intersection location for pedestrian crossing improvement.

Schedule

Calendar days are counted from the date that a written notice to proceed is received by the CONSULTANT which is anticipated on June XX, 2026. Exact times of meetings will be arranged by the CONSULTANT.

<u>Service</u>	<u>Schedule</u>
Meet to review design intent	20 days
Submit survey plans to LFUCG and utility companies for accuracy review	180 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	300 days
Meet with KYTC to review preliminary plans	330 days
Hold public meeting - open house format	360 days

EXHIBIT B

FEE PROPOSAL



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

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SECTION 1: PROJECT INFORMATION

DATE:	Apr 20, 2026	COUNTY:	Fayette	ITEM #:	
PROJECT:	Versailles Rd				
DESC:	Reconstruct Versailles Road from Viley Road to Porter Place				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	784		\$ 60.33	\$ 47,298.72
PRELIMINARY LINE AND GRADE	347		\$ 72.55	\$ 25,174.85
UTILITY COORDINATION	104		\$ 72.55	\$ 7,545.20
RIGHT OF WAY PLANS	0		\$ 72.55	\$ -
FINAL PLAN PREPARATION	0		\$ 72.55	\$ -
MEETINGS	54		\$ 88.78	\$ 4,794.12
PUBLIC INVOLVEMENT	46		\$ 88.78	\$ 4,083.88
QA/QC	0			\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	1335			\$ 88,896.77

OVERHEAD (167.65 %)	\$ 149,035.43
PROFIT (15.00 %)	\$ 35,689.83
COST OF MONEY (3.06 %)	\$ 2,720.24

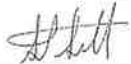
DIRECT COSTS	AMOUNT
PEC Direct Cost	\$ 20,371.70
TOTAL DIRECT COSTS	\$ 20,371.70

SUBCONSULTANTS	AMOUNT
Strand Associates	\$ 240,899.81
Palmer Environmental	\$ 232,132.00
TOTAL SUBCONSULTANTS	\$ 473,031.81

TOTAL FEE	\$ 769,746
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	SIGNED BY: Stephen Sewell, PE, PTOE	
	President	4/20/2026
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

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SECTION 1: PROJECT INFORMATION

DATE:	Nov 25, 2025	COUNTY:	Fayette	ITEM #:	
PROJECT:	Versailles Rd				
DESC:					

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	177		\$ 66.30	\$ 11,735.10
PRELIMINARY LINE AND GRADE	825		\$ 68.16	\$ 56,232.00
UTILITY COORDINATION	104		\$ 70.96	\$ 7,379.84
RIGHT OF WAY PLANS	0		\$ 70.43	\$ -
FINAL PLAN PREPARATION	0		\$ 66.72	\$ -
MEETINGS	54		\$ 82.07	\$ 4,431.78
PUBLIC INVOLVEMENT	30		\$ 82.07	\$ 2,462.10
QA/QC				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	1190			\$ 82,240.82

OVERHEAD (152.20 %)	\$ 125,170.53
PROFIT (15.00 %)	\$ 31,111.70
COST OF MONEY (2.89 %)	\$ 2,376.76

DIRECT COSTS	AMOUNT
Strand Direct Cost	
TOTAL DIRECT COSTS	\$ -

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	\$ -

TOTAL FEE	\$ 240,900
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Stand Associates		SIGNED BY:	
_____ CONSULTANT SIGNATURE	_____ TITLE	_____ DATE	
_____ PROFESSIONAL SERVICES SIGNATURE	_____ TITLE	_____ DATE	

4/20/2026

PRODUCTION-HOUR WORKSHEET (revised 8/30)**PRELIMINARY LINE AND GRADE**

No.	ITEM			AMOUNT	HRS/UNIT	HOURS
Preliminary Line And Grade						
41	Computer setup	1	LS	1	16	16
42	Establish approximate property lines and ownership	1	Parcel	122	0.5	61
43	Develop preliminary pavement design	1	No.	2	8	16
44	Study and develop typical sections	1	No.	6	4	24
45	Study and develop horizontal alignments	1	Mile	2	32	64
46	Study and develop vertical alignments	1	Mile	2	32	64
47	Develop entrance alignments	1	No.	122	1	122
48	Preliminary Mainline Backbone	1	Mile	2	60	120
49	Preliminary Approach Backbone	1	Mile	2	32	64
50	Preliminary Mainline Grading	1	Mile	2	50	100
51	Preliminary Approach Grading	1	Mile	0.3	32	10
52	Preliminary Roundabouts - single / multi lane	1	No.	3	16	48
53	Pre-size pipes	1	No.	60	1	60
54	Pre-size culverts	1	No.	1	8	8
55	Pre-size bridges	1	No.			0
56	Conduct Traffic Engineering Analysis (Basic Hwy Capacity Manual Procedures)	1	Intersection	4	4	16
57	Conduct Traffic Engineering Analysis (Advanced: Micro-Sim)	1	Intersection	4	20	80
58	Study and development of interchange	1	No.			0
59	Study and develop Maintenance of Traffic plan	1	LS	1	40	40
60	Plot/print copies of project	1	LS	1	40	40
61	Calculate preliminary quantities and develop cost	1	Alt.	1	40	40
62	Revise Design and Estimates	1	LS	1	80	80
63	Preliminary Right of Way with taking areas	1	Parcel	60	0.5	30
64	Prepare Design Executive Summary	1	LS	1	16	16
65	Develop/document "Avoidance Alternatives to Water Related Impacts"	1	Alt.	1	8	8
Preliminary Line And Grade Miscellaneous						
66	Project Scheduling	1	LS	1	12	12
67	Highway Safety Analysis	1	LS	1	32	32
68	Prepare Intersection Control Evaluation (ICE) – Stage 1	1	Intersection			0
69	Prepare Intersection Control Evaluation (ICE) – Stage 2	1	Intersection			0
70	Prepare Roundabout Design Form	1	No.			0
71	Prepare KMZ files	1	Alt.	1	1	1

PRELIMINARY LINE AND GRADE TOTAL**1172****UTILITY COORDINATION**

No.	ITEM		CREW	AMOUNT	HRS/UNIT	HOURS
76	Utility Coordination Meeting	2	No.	6	4	48
77	Develop Utility Relocation Layout Sheets	1	Mile			0
78	Develop Utility Relocation Plans	1	Mile			0
Utility Coordination Miscellaneous						
79	Correspondence with Utilities for Location of Existing Facilities	1	LS	1	80	80
80	Keep plans updated with any changes to Utilities	1	LS	1	80	80
UTILITY COORDINATION TOTAL						208

PRODUCTION-HOUR WORKSHEET (revised 8/30)

RIGHT OF WAY PLANS

No.	ITEM	AMOUNT	HRS/UNIT	HOURS
81	Deed research	1	Parcel	0
82	Establish property and ownership	1	Parcel	0
83	Calculate Right of Way	1	Parcel	0
84	Prepare legal descriptions	1	Parcel	0
85	Complete Right of Way summary sheet	1	Parcel	0
86	Generate Additional Right of Way Plan Sheets (only when needed)	1	Sheet	0
87	Generate Right of Way Strip Map	1	Sheet	0
88	Prepare Right of Way Plans Submittal	1	LS	0
89	Right of Way revisions after Right of Way submittal	1	LS	0
90	Prepare Legal Descriptions for Right-of-Way Transfer	1	Parcel	0
Right Of Way Miscellaneous				
91				
92				
93				
94				
95				
RIGHT OF WAY PLANS TOTAL				0

FINAL PLANS

No.	ITEM	AMOUNT	HRS/UNIT	HOURS
Final Plan Preparation				
96	Computer setup	1	LS	0
97	Develop pavement design	1	No.	0
98	Prepare interchange geometric approval sheet	1	No.	0
99	Refine alignments (horizontal & vertical)	1	Mile	0
100	Revise roadway plans from soils report	1	Mile	0
Final Roadway Modeling				
101	Mainline Backbone	1	Mile	0
102	Approach Backbone	1	Mile / Each	0
103	Mainline Grading	1	Mile	0
104	Approach Grading	1	Mile / Each	0
105	Radius Modeling	1	No.	0
106	Roundabouts - Single Lane	1	No.	0
107	Roundabouts - Multi Lane	1	No.	0
108	Entrances - Low complexity	1	No.	0
109	Entrances - Medium complexity	1	No.	0
110	Entrances - High complexity	1	No.	0
111	Solid Rock / RDZ Lines	1	Mile	0
Drainage				
112	Develop culvert pipe sections	1	No.	0
113	Develop drainage system map	1	Mile	0
114	Develop blue line stream channel changes ($\geq 200'$)	1	Mile	0
115	Drainage analysis (Entrance pipes)	1	No.	0
116	Drainage analysis ($A \leq 200$ acres)	1	No.	0
117	Drainage analysis ($200 < A < 1.0$ sq. mile)	1	No.	0
118	Bridge Risk Assessment analysis - Level 1 Analysis	1	No.	0
119	Bridge Risk Assessment analysis - Level 2 Analysis	1	No.	0
120	Bridge Risk Assessment analysis - Level 3 Analysis	1	No.	0
121	Special Drainage Studies	1	No.	0
122	Roadway ditches and channels	1	Mile	0
123	Inlet Design	1	No.	0
124	Storm Sewer Layout	1	No.	0
125	Develop storm sewer profile	1	No.	0
126	Perform scour analysis	1	No.	0
127	Assemble preliminary and final drainage submittals	1	LS	0
128	Prepare advanced situation submittal - bridge	1	No.	0
129	Prepare advanced situation submittal - culvert	1	No.	0

PRODUCTION-HOUR WORKSHEET (revised 8/30)						
Drainage Miscellaneous						
130						
131						
132						
133						
134						
135						
Final Plan Set						
136	Prepare layout sheet	1	LS			0
137	Prepare typical sections	1	No.			0
138	Generate plan sheets	1	Sheet			0
139	Generate profile sheets	1	Sheet			0
140	Detail cross sections	1	No.			0
141	Prepare coordinate control sheet	1	Sheet			0
142	Prepare elevation development sheets	1	No.			0
143	Prepare striping plans	1	Sheet			0
144	Develop erosion control plan	1	Sheet			0
145	Calculate final quantities	1	Mile			0
146	Complete general summary	1	LS			0
147	Complete paving summary	1	LS			0
148	Complete drainage summary	1	LS			0
149	Complete pavement under-drain summary	1	LS			0
150	Prepare cost estimate	1	LS			0
151	Prepare KMZ files	1	No.			0
Maintenance Of Traffic						
152	Write maintenance of traffic notes (TCP)	1	LS			0
153	Prepare construction phasing plans	1	Mile			0
154	Show construction phasing on cross sections / pipe sheets	1	Mile			0
155	Develop diversion plan sheets	1	Sheet			0
156	Develop diversion profile sheets	1	Sheet			0
157	Develop diversion cross sections	1	No.			0
158	Develop temporary drainage	1	No.			0
Final Plan Preparation Miscellaneous						
159	Plot/Print copies of plans	1	LS			0
160	Plan revisions	1	Mile			0
161	Prepare final construction plans submittal	1	LS			0
162						
163						
164						
165						
166						
167						
FINAL PLANS TOTAL						0

PRODUCTION-HOUR WORKSHEET (revised 8/30)						
MEETINGS						
No.	ITEM		PERSONS	AMOUNT	HRS/UNIT	HOURS
168	Early Alignment Review	4	No.			0
169	Preliminary Line and Grade inspection	4	No.	1	8	32
170	Geometric Review meeting	2	No.			0
171	Drainage inspection	2	No.			0
172	Final inspection	3	No.			0
173	Virtual Project Team meeting	3	No.	4	2	24
174	Project team meetings	3	No.	4	4	48
175	Prepare for Meeting	1	No.	4	1	4
Meetings Miscellaneous						
176	Value Engineering Study	2	No.			0
177						0
178						0
						108
PUBLIC INVOLVEMENT						
No.	ITEM		PERSONS	AMOUNT	HRS/UNIT	HOURS
180	Develop and maintain mailing list	1	LS	1	16	16
181	Prepare for advisory committee/officials meetings	1	No.			0
182	Attend advisory committee/officials meetings	3	No.			0
183	Prepare for public meetings/hearings	1	No.	1	24	24
184	Attend public meetings/hearings	4	No.	1	4	16
185	Prepare and distribute newsletters	1	LS			0
186	Property owner coordination	1	No.	12	1	12
Public Involvement Miscellaneous						
507	Website for Public Meetings	1	LS			0
508	Information Material for Public	1	LS	1	8	8
189						0
PUBLIC INVOLVEMENT TOTAL						76
QA/QC						
No.	ITEM			AMOUNT	HRS/UNIT	HOURS
190	Plan review	1	LS			0
191	Structure review	1	LS			0
QA/QC TOTAL						0
PRODUCTION-HOUR SUMMARY						
SURVEY TOTAL						961
PRELIMINARY LINE AND GRADE TOTAL						1172
UTILITY COORDINATION TOTAL						208
RIGHT OF WAY PLANS TOTAL						0
FINAL PLANS TOTAL						0
MEETINGS TOTAL						108
PUBLIC INVOLVEMENT TOTAL						76
QA/QC TOTAL						0
GRAND TOTAL						2525

CONSULTANT
Stand Associates

CONSULTANT

Stand Associates

Escalation:

Estimated Notice to Proceed:	2/1/2026
Estimated End of Project:	2/1/2027
midpoint:	8/2/2026

rate = 5.00%

$$\text{period} = 1.02$$

factor = 0.05103

Overhead 152.20%

Facilities cost of Money 2.89%

COUNTY Fayette

PROJECT Versailles Rd

UPN

FED. NO.

ITEM NO.

* effective 7/25/2025		POSITION		Survey		Preliminary Line and Grade		Utility Coordination		Right of Way Plans		Final Plan Preparation		Meetings		Public Involvement		QA/QC	
			Avg. Rate *	Escalated Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8							
Senior Project Manager		\$103.13	\$108.39	5%	5%	5%	5%												
Project Manager		\$80.09	\$84.18	10%	20%	20%	20%												
Project Engineer		\$70.86	\$74.48	35%	30%	35%	40%												
Engineer		\$53.83	\$56.58	30%	25%	40%	20%												
Engineer In Training		\$44.81	\$47.10	20%	17%		15%												
Office Production		\$44.76	\$47.04		3%														
TOTAL				100% \$66.30	100% \$88.16	100% \$70.96	100% \$70.43	100% \$66.72	100% \$82.07	100% \$82.07	0% \$0.00								

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					\$1,784
Mileage - 4 wheel drive					
30 round trips @ 20 miles	600	mi	\$0.57	\$342	
Meals	0	days	\$50.00	\$0	
Lodging	0	nights	\$110.00	\$0	
Travel Time - 9 trips x 2 persons x 4 hr @ \$60.08 x 1.3	0	hours	\$78.10	\$0	
computer time @ 10%	96	hours	\$15.00	\$1,442	
PRELIMINARY LINE AND GRADE, UTILITY COORDINATION, AND RIGHT OF WAY PLANS					\$17,095
Mileage 8 round trips @ 20 miles	160	mi	\$0.44	\$70	
Meals		days	\$50.00	\$0	
Lodging		nights	\$110.00	\$0	
Copies / Printing					
printing	1500	prints	\$1.00	\$1,500	
computer time @ 75%	1035	hours	\$15.00	\$15,525	
Final Plans					\$0
Mileage 4 round trips @ 200 miles		mi	\$0.44	\$0	
Meals		days	\$50.00	\$0	
Lodging		nights	\$110.00	\$0	
Copies / Printing					
printing		prints	\$1.00	\$0	
computer time @ 75%	0	hours	\$15.00	\$0	
MEETINGS & PUBLIC INVOLVEMENT					\$1,493
Mileage 6 round trips @ 20 miles	120	mi	\$0.44	\$53	
Meals		days	\$50.00	\$0	
Lodging		nights	\$110.00	\$0	
Copies / Printing					
printing	750	prints	\$1.00	\$750	
computer time @ 25%	46	hours	\$15.00	\$690	
					\$20,372



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

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SECTION 1: PROJECT INFORMATION

DATE:	Dec 1, 2025	COUNTY:	Fayette	ITEM #:	TBD
PROJECT:	Reconstruct Versailles Road from Viley Road to Porter Place				
DESC:	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Document Preparation	246	246	\$ 79.76	\$ 19,620.96
Socioeconomic	68	68	\$ 68.70	\$ 4,671.60
Ecology	40	40	\$ 62.18	\$ 2,487.20
Archaeology	4	4	\$ 79.76	\$ 319.04
UST	8	8	\$ 62.18	\$ 497.44
Cultural Historic	427	429	\$ 64.19	\$ 27,537.51
Permits	58	58	\$ 62.18	\$ 3,606.44
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	851	853	\$ 68.86	\$ 58,740.19

OVERHEAD (167.65 %)	\$ 98,477.93
PROFIT (15.00 %)	\$ 23,582.72
COST OF MONEY (3.06 %)	\$ 1,797.45

DIRECT COSTS	AMOUNT
Computer Time	\$ 8,310.00
Mileage	\$ 141.00
TOTAL DIRECT COSTS	\$ 8,451.00

SUBCONSULTANTS	AMOUNT
Third Rock Consultants - Phase I ESA	\$ 16,017.00
Waypoint - Phase I Archaeological Survey	\$ 25,066.00
TOTAL SUBCONSULTANTS	\$ 41,083.00

TOTAL FEE	\$ 232,132
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

SECTION OF SIGNATURE		
FIRM NAME: Palmer Engineering	SIGNED BY: David Lindeman	
	Vice President	4/20/2026
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

COUNTY	CONSULTANT	PROJECT
--------	------------	---------

Begin Pt	6/1/2026
midpoint:	10/31/2026
End Point	4/1/2027

Escalation
rate = 4.44%
period = 1 47
factor = 0.0658

2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north

POSITION			AVG. RATE *	Escalated Rate	Environmental Documentation Preparation	Air Quality Analysis	Noise Impacts Analysis	Socioeconomic Impact Analysis	Cultural Historic	Aquatic Terrestrial	UST/HAZMAT	Permits	Biological Assessment	
Principal			\$134.35	\$143.19	\$7.16	5.0%	\$2.86	2.0%	\$2.86	2.0%	\$2.86	2.0%	\$2.86	2.0%
Project Manager			\$90.86	\$96.84	\$48.42	50.0%	\$0.00	0.0%	\$17.43	18.0%	\$4.84	5.0%	\$4.84	5.0%
Environmental Technician II			\$58.25	\$62.08	\$12.42	20.0%	\$0.00	0.0%	\$43.46	70.0%	\$46.56	75.0%	\$46.56	75.0%
Professional Sr Transp. Engineer			\$58.83	\$62.70	\$0.00	0.0%	\$58.31	93.0%	\$0.00	0.0%	\$0.00	0.0%	\$0.00	0.0%
Engineer Tech II			\$57.94	\$61.75	\$6.18	10.0%	\$0.00	0.0%	\$3.09	5.0%	\$3.09	5.0%	\$3.09	5.0%
Environmental Technician I			\$34.88	\$37.18	\$5.58	15.0%	\$1.86	5.0%	\$3.09	5.0%	\$3.09	5.0%	\$3.09	5.0%
GIS Analyst (Support Staff)			\$36.65	\$39.06	\$0.00	0.0%	\$0.00	0.0%	\$1.86	5.0%	\$4.83	13.0%	\$4.83	13.0%
					100.0%	100.0%	100.0%	95.0%	100.0%	100.0%	100.0%	100.0%	100.0%	

* Effective Date 5/13/2025

DIRECT COSTS

COUNTY	Fayette	PROJECT TYPE		Operations/Multimod
ROUTE	US 60 Versailles Road	CONSULTANT		Palmer Engineering
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north			
		PREPARED BY		D. Waldner
ITEM NO.	TBD	DATE		12/1/25

Other Direct Costs

Computer Time

@ \$15= \$8,310 **\$8,310**

Data Searches

EDR Report (\$500)

KY Speleological Society Karst Data Check (\$50)

Office KY Nature Preserves Data Check (\$250)

Total Data Searches \$0

Mileage

Veh	Trips	Miles	Rate	Cost
Sedan	8	40	0.44	\$141
4WD			0.57	\$0
Total Trips				

Total Mileage \$141

Motel

Overnight stays \$110 \$0

Meals

Overnight stays \$50 \$0

Total Motel and Meals \$0

Total Direct Costs	\$8,451
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PRODUCTION-HOUR WORKSHEET SUMMARY			
COUNTY	Fayette	PROJECT TYPE	Operations/Multimodal Impr.
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north		
		PREPARED BY	D. Waldner
ITEM NO.	TBD	DATE	12/1/2025
Area of Investigation			
			Total
Environmental Documentation Preparation			246
Socioeconomic Impact Analysis			68
Ecology			40
Archaeology - Phase I			#REF!
Underground Storage Tank-Phase 1 Environmental Site Assessment			#REF!
Cultural Historic Impact Analysis			429
Grand Total			#REF!

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Operations/Multimodal Impr.			
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering			
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north					
		PREPARED BY	D. Waldner			
ITEM NO.	TBD	DATE	12/1/25			
Categorical Exclusion						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
Draft CE						
1	Compile Checklist Info	1	LS	1	76	76
2	Public Officials Coordination (Level III)		LS			0
3	Draft CE	1	LS	1	40	40
4	Exhibit Preparation	1	Each	20	1.5	30
5	Peer Review	1	LS	1	4	4
Total						150
Final CE						
6	Project Team Meetings	1	Each	3	8	24
7	CE Review Meetings	1	Each	1	2	2
8	Public Information Meetings (Level III)	1	Hour	1	20	20
Total						46
Final CE Review						
9	Exhibit Preparation	1	Each	2	2	4
10	Peer Review	1	LS	1	4	4
11	FHWA Review		LS			0
12	Final CE	1	LS	1	16	16
Total						24
Meetings and Project Management						
50X	Baseline Review Meetings	1	Each	1	2	2
50X	Internal Status Review Meetings	1	Each	4	1	4
50X	Project Management	1	Each	1	20	20
Total						26
CE Grand Total						246

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Operations/Multimodal Impr.			
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering			
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north					
		PREPARED BY	D. Waldner			
ITEM NO.	TBD	DATE	12/1/25			
Socioeconomic						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/ITEM	TOTAL HOURS
FIELD RESEARCH						
1	Windshield Surveys	1	lump sum	1	8	8
2	Meetings w/ Public & Public Officials		lump sum			0
Total						8
OFFICE RESEARCH						
3	Data Collection	1	lump sum	1	24	24
Total						24
REPORT PREPARATION						
4	Typing and Clerical	1	lump sum	1	16	16
5	Guidance and Accountability Form		lump sum			0
6	Administrative Review	1	lump sum	1	1	1
7	Response to DEA Comments	1	lump sum	1	2	2
8	Editing	1	lump sum	1	2	2
9	Final Report	1	lump sum	1	1	1
Total						22
MEETINGS AND COORDINATION						
10	DEA	1	meetings	1	2	2
11	Public Meetings		meetings			0
12	Project Team Meetings	1	meetings	1	4	4
50X	Project Management	1	lump sum	1	8	8
Total						14
GRAND TOTAL						68

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Operations/Multimodal			
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering			
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north					
		PREPARED BY	D. Waldner			
ITEM NO.	TBD	DATE	12/1/25			
Terrestrial and Aquatic Biology						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
Literature Review/Orientation						
1	IPaC, KDFWR, OKNP & KSS	1	Lump Sum	1	8	8
						0
Total						8
Field Review						
2	Evaluate affected habitat	1	Lump Sum	1	8	8
Total						8
Report Preparation						
3	Writing	1	Lump Sum	1	12	12
4	Exhibits	1	No.	8	1	8
5	Project Management	1	Lump Sum	1	4	4
Total						24
Grand Total						40

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Operations/Multimodal
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north		
		PREPARED BY	D. Waldner
ITEM NO.	TBD	DATE	12/1/25

STREAMS/WETLANDS AND PERMITTING ASSESSMENTS

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
DATA COLLECTION						
1	Contact property owners		No.			0
2	Stream reconnaissance		No.			0
3	Stream assessments	2	No.	2	2.5	10
4	Locate reference reach		LS			0
5	Stream data collection (pebble counts and bar samples)		LS			0
6	Vegetation documentation		No.			0
7	Biological sampling		No.			0
8	Rock soundings		No.			0
9	Wetland delineation	2	No.	2	1.50	6
10	Flag survey points		No.			0
						16
CONSTRUCTION OBSERVATION						
11	Channel cut and bank layout		No.			0
12	Stream structures		No.			0
13	Finish grading		No.			0
14	Riparian zone planting		No.			0
						0
STREAM MONITORING						
15	Photographs		LS			0
16	Vegetation monitoring		No.			0
17	Habitat assessment		No.			0
18	Biological monitoring		No.			0
19	Stream data collection (pebble counts and bar samples)		LS			0
						0

Field Total 16

REPORT PREPARATION

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
MITIGATION AND RESTORATION PLANS						
20	Computer setup		LS			0
21	EIL, mitigation ratio and, in-lieu fee calculation	1	No.	1	4	4
22	Develop proposed design		LS			0
23	Develop plan sheets (scale 1"=50')		No.			0
24	Develop profile sheets (scale 1"=50')		No.			0
25	Develop cross sections (scale 1"=10')		No.			0
26	Prepare typical details		No.			0
27	Prepare general notes		LS			0
28	Calculate final quantities		LS			0
29	Complete summary of impacts	1	No.	1	18	18
30	Prepare cost estimates		No.			0
31	Plot/print plans		LS			0
32	Plan revisions		LS			0
33	Erosion control plan sheets-restoration		No.			0
	Total					22

PERMIT APPLICATION AND REPORTS

34	Permit application		No.			0
35	DEA report		No.			0
36	Monitoring report		No.			0
	Total					0

PLAN, PERMIT AND REPORT PREPARATION TOTAL 38

COORDINATION

No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
DATA COLLECTION						
37	DEA meetings		No.			0
38	Regulatory meetings		No.			0
50X	Project Management	1	Lump Sum	1	4	4
MEETINGS AND COORDINATION TOTAL						
						4

PRODUCTION HOUR SUMMARY

FIELD TOTAL	16
PLAN, PERMIT AND REPORT TOTAL	38
COORDINATION TOTAL	4
GRAND TOTAL	58

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Operations/Multimedia			
ROUTE	US 60 Versailles Road	CONSULTANT	Palmer Engineering			
DESC.	2 travel lanes each direction with 8' MUP to south and 6' sidewalk to north					
		PREPARED BY	D. Waldner			
ITEM NO.	TBD	DATE	12/1/25			
Cultural Historic						
No.	ITEM	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Archival Research/File Search/Deed Research	1	lump sum	1	16	16
2	Field Research/Drive time	1	lump sum	1	64	64
3	Context Development	1	lump sum	1	45	45
Total						125
EXHIBIT PREPARATION						
4	Topographic maps that show an overall project area	1	exhibits	3	1	3
5	Plans or Construction maps		exhibits			0
6	CADD Operator	1	exhibits	20	1	20
Total						23
ADMINISTRATIVE REVIEW						
7	Typing and Clerical	1	lump sum	1	10	10
8	Administrative Review	1	lump sum	1	10	10
Total						20
REPORT PREPARATION						
10	Report Writing Draft	1	lump sum	1	88	88
11	Report Writing Final	1	lump sum	1	32	32
12	Survey Forms	1	forms	122	1	122
13	Development/Approval of Area of Potential Effect	1	No.	1	3	3
14						
Total						245
MEETINGS AND COORDINATION						
15	Meeting with District and/or Project Team		meetings			0
16	Section 106 Meeting		meetings			0
17	Response to SHPO/DEA/FHWA		meetings			0
Total						0
REPORT PRODUCTION		# of Pages	Total # of	Cost	Subtotal	
20	Photocopies (per page)					0
21	Color printing (per page-4 report copies)					0
22	Film/Lab Supplies (purchase and development) B/W					0
23	Film/Lab Supplies (purchase and development) color					0
Total						0
SURVEY MISCELLANEOUS						
18	Attend Public Meetings		meetings			0
50X	Project Management	1	lump sum	1	16	16
Total						16

CULTURAL HISTORIC SURVEY GRAND TOTAL

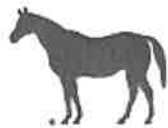
429

Environmental Services Scope of Work

Versailles Road (US 60) Improvement Project Viley Road to Porter Place; Fayette County



**Prepared for:
Lexington Fayette Urban County Government**



LEXINGTON

Prepared by:



November 2025

I. INTRODUCTION

Following is the proposed scope of services for the environmental review necessary to facilitate the decision-making process and development of a Categorical Exclusion Level 1 for widening approximately 2.3 miles of Versailles Road (US 60) between Viely Road and Porter Place in Fayette County, Kentucky.

The environmental scope is intended to include all necessary assessment, coordination, and approvals required to satisfy NEPA requirements and advance into future phases prior to construction. Scopes are based upon information known at the time of proposal development and may require adjustment depending on data gathered at the site.

For each subject matter area, the specifics for review of the project are detailed in Table 1.

II. PROJECT DESCRIPTION

Versailles Road (US 60), beginning at MP 4.97 at the intersection with Viley Road and extending approximately 2.3 miles to the east to the Porter Place intersection, is two lanes in each direction with center lane dedicated to turn movements, and narrow sidewalks. The project proposes to improve traffic operations, safety, and multimodal accessibility, while minimizing right-of-way impacts. Travel lanes will not be added or reduced. An 8-foot multi-use path would be constructed to the south, a 6-foot sidewalk built to the north. Raised medians may be used to improve traffic operations, safety, and multimodal accessibility.

Table 1: Summary of Environmental Scope of Services

County	Fayette
Route	Versailles Road US 60
Item No.	TBD
Description	Reconstruct Versailles Road from Viley Road to Porter Place
Cultural Historic	Full Survey; No S106 CP coordination or meetings. Approx. 20 surveys required
Archaeology	Phase I Archaeological Survey
Hazardous Materials	Phase I Environmental Site Assessment
Socioeconomic	Evaluate Title VI demographics
Noise	No studies; Not Type I Project
Endangered Species	Technical Memorandum with No Effect Documentation, as appropriate
Streams and Wetlands	Document stream and wetland impacts in a Technical Memorandum:
Environ. Document	Categorical Exclusion Level 1 (CE 1)
Section 4(f)	None anticipated unless minimal historic property impacts that would be <i>de minimis</i> use
Public Involvement	One public meeting; webpage for information sharing



III. CULTURAL HISTORIC ANALYSIS AND SECTION 106 CONSULTATION

A. SCOPE

The project runs through an historic-aged neighborhood. An Area of Potential Effect extending 150' to each side of the project centerline will be established in accordance with the KYTC Section 106 Programmatic Agreement. Approximately 120 properties have been preliminarily identified for survey.

1. Research

a) Area of Potential Effect

- Develop using USGS topographic maps and GIS aerial data
- The APE will extend 150' from the centerline of the existing road. Sufficient distance along each approach will be evaluated to ensure that adequate area for construction is being addressed, especially in areas surrounding proposed roundabouts.
- Since the proposed APE conforms with the terms of the Programmatic Agreement, it is anticipated that consultation with SHPO regarding the APE will not be required.

b) Archival/ File Research

- Research in KHC/SHPO files for completed surveys and National Register sites
- Research in KHC Records and libraries for significant events in project area
- Conduct select title research on properties identified as potentially eligible (see subsection d))

c) Context Development

- Brief summary of existing or proposed contexts that appear to apply.

d) Field Research

- Windshield survey of sites within Area of Potential Effect
- Sites currently listed on the National Register will be reevaluated
- Sites that appear at least 45 years old will be photographed and evaluated
- Survey forms will be prepared for all properties at least 45 years old
- Recommended boundaries for all potentially eligible properties will be documented
- Effects determinations to be developed for each alternative and each eligible property



2. Exhibit Preparation

a) Topographic Maps

- The APE and all surveyed sites will be located on GIS aerial mapping

b) National Register Figures

- Project mapping will be used for preliminary NR boundaries and figures
- Property locations to be clearly shown relative to proposed alternatives

3. Report Preparation

- Preparation of a report satisfying all requirements of the Kentucky Heritage Council as detailed in *Specifications for Conducting Fieldwork and Preparing Cultural Resource Assessment Reports* including photographs, brief site descriptions, proposed eligibility determinations, effects analysis and survey forms, documenting all properties within the established APE.
- Complete inventory of sites
- Brief historic context
- Response to comments from LFUCG/DEA/SHPO
- Once all comments have been addressed, the final report will be produced

B. COORDINATION/CONSULTATION/PUBLIC INVOLVEMENT

1. Coordination

The report will be provided to LFUCG for review and comment and to KYTC DEA for coordination with SHPO.

2. Consulting Parties

It is assumed that historic property impacts will be minimal and Consulting Party meetings will not be required. It is further assumed that public notice requirements of the opportunity to be involved as a Consulting Party will be satisfied through inclusion of opportunity to participate as a Consulting Party in both the Property Owner Notification Letters and public meeting notification.

C. ADMINISTRATIVE REVIEW

Administrative review shall include tasks by the Environmental Project Manager or others to ensure quality control and incorporation of Section 106 process and results into the project development and decision-making.

D. DELIVERABLES

The report will be provided electronically for review in a bookmarked pdf format. Survey forms will be provided as individual pdf files in accordance with SHPO requirements. Once approved, if revisions are determined to be necessary, a final bookmarked pdf file of the report and survey forms will be provided.



IV. PHASE I ARCHAEOLOGICAL SURVEY

A. SCOPE

Waypoint will provide archaeological services for the project. A Site Check will be conducted to assure that all known sites and previous surveys have been identified. Phase I survey will be conducted in all areas anticipated to be impacted by the project, including areas of ingress/egress for heavy equipment, staging areas, material management, etc. A detailed proposal for conducting Phase I archaeological survey of the project, assuming a single transect along each side of the corridor and additional shovel probing around cross roads, especially at proposed roundabouts, has been prepared by Waypoint and is included as Attachment B.

B. DELIVERABLES

The report will be provided electronically for review in a bookmarked pdf format. Once approved, if revisions are determined to be necessary, a final bookmarked pdf file of the report will be provided.

V. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A. SCOPE

The objective of the Phase I ESA will be to identify recognized “environmental conditions” present in the project corridor. The definition of an “environmental condition” is as follows: The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment (ASTM Standard E1527-13 3.2.78).

All work will be conducted in accordance with ASTM Standard of Practice E-1527 qualifying the effort as “All Appropriate Inquiry” as described in 40 CFR Part 312. Findings and recommendations will be documented in a Phase I ESA Report and DEA GAF TC 58-44 form. A copy of the Scope of Work as provided by Third Rock Consultants is provided as Attachment C.

B. DELIVERABLES

A report documenting the review and investigation will be prepared and provided for DEA in a bookmarked pdf format.



VI. SOCIAL AND ECONOMIC ASSESSMENT

A. *SCOPE*

The project corridor and immediate vicinity primarily consists of commercial and residential urban and suburban land use. Widening of the corridor may involve strip takings from these commercial enterprises and residential properties.

1. *Office Research and Record Review.*

Office research will be conducted to gather information critical to assessing the potential project impacts on the community. Community resources along the corridor will be identified and documented.

a) *Assessment of Population*

Statistics from the State Data Center will be gathered and analyzed to provide a screenshot of existing population in the county, region and state. Population projections will be similarly reported. Income and other economic indicators will be assessed.

b) *Title VI Analysis*

Demographic and block group data will be used to evaluate base conditions and impacts. Data analyzed will consider population ethnic diversity, elderly populations, disabled populations, and populations with Limited English Proficiency (LEP).

c) *Prime Farmland*

The area is located within an urbanized developed area and is not expected to impact prime farmland. A Farmland Impact Rating form is not considered necessary for approval of the project.

2. *Technical Memorandum.*

A Technical Memorandum detailing the findings of the office research and record review will be prepared. In addition to documenting key demographics, both the beneficial and detrimental effects of the project will be evaluated.

B. *ADMINISTRATIVE REVIEW*

An administrative and quality control peer review of the draft and final documents will be conducted.

C. *RESPONSES TO COMMENTS*

Comments from LFUCG and KYTC will be reviewed, responses prepared and the reports modified, as appropriate.

D. *DELIVERABLES*

An electronic copy of the report with all attachments in bookmarked pdf format will be provided.



VII. TRAFFIC NOISE ASSESSMENT

The project would not be classified as a Type I project under FHWA noise policy; therefore, no traffic noise studies are proposed.

VIII. ENDANGERED SPECIES ASSESSMENT

A. SCOPE

The USFWS' Information for Planning and Consultation (IPaC) website was reviewed to identify federally-listed threatened or endangered species. The site identified : Indiana bat (*myotis sodalis*), gray bat (*myotis grisescens*), and Short's bladderpod (*physaria globosa*). Additional species (salamander mussel (*simpsonaias ambigua*), monarch butterfly (*danaus plexippus*) are proposed for listing. The monarch butterfly is unlikely to be upgraded to threatened or endangered prior to the projects' letting.

Initially, a site visit will be scheduled and a Habitat Assessment conducted to determine whether suitable habitat is present for any or all of the species identified for each project. A No Effect Finding will be prepared to address any species for which habitat is not present. It is expected that this will be the method for addressing Short's bladderpod. Stream characteristics will be evaluated to determine suitability for mussel habitat. Data will be gathered during the site visit to determine additional surveying needs to fully address Section 7 consultation requirements. It is expected that the impacts to trees will be addressed through KYTC's programmatic agreement with the US Fish and Wildlife Service. If additional ecological survey work is required, including mist net or trapping surveys for listed bats or stream surveys for mussels, these will be scoped and a proposal provided for approval prior to initiating these activities.

B. ADMINISTRATIVE REVIEW

An administrative and quality control peer review of the draft and final documents will be conducted.

C. RESPONSES TO COMMENTS

Comments from LFUCG and KYTC will be reviewed, responses prepared and the reports modified, as appropriate.

D. DELIVERABLES

A Technical Memorandum will be prepared to compile the documentation developed and findings of the study. A No Effect Finding form will be prepared to address any species for which habitat is not present. Impact maps will be developed and affected acreages defined to develop an estimate of future mitigation costs. Future survey needs, if any, will be identified. The Technical Memorandum, with appendices, will be provided in a bookmarked pdf format.



IX. STREAM AND WETLAND ASSESSMENT

A. SCOPE

The consultant team will document stream and wetland impacts that would occur from the project construction, document anticipated future permitting needs and provide an estimate of mitigation costs associated with each alternative.. Since these tasks most closely align with those detailed in the KYTC Streams/Wetlands and Permitting Assessment Worksheet, it has been used for presenting the proposed hours for this task.

1. Field Assessment

With consideration of data gathered during the office and literature review (see Task A), the project corridor will be investigated to identify the location of potential impacts to regulated streams and wetlands. Stream characterization will include:

- Habitat quality assessment of intermittent and perennial streams within the project corridor using the Rapid Bioassessment Protocol (RBP) developed by the United States Environmental Protection Agency.
- Water quality monitoring including in-situ measurements of air and water temperature, dissolved oxygen, pH turbidity, and specific conductance.
- Stream impacts will be quantified on the KDOW Low Gradient RBP forms by using the stream water quality data in conjunction with the habitat quality assessment.

Any wetlands identified will be delineated to the extent of anticipated disturb limits to provide information needed to assess permitting requirements. The assessment will include:

- Field delineation of water/wetland boundaries and completion of appropriate data forms in accordance with USACE procedures.
- Mapping of wetland locations on available field maps and surveying delineated boundaries with global positioning system equipment.

2. Documentation

Field data will be used in conjunction with design alternatives to predict anticipated permitting requirements and calculate estimated stream and wetland mitigation costs that can be used in evaluating overall project costs. Estimates will be based on current in-lieu-fee credit costs as published by the Kentucky Department of Fish and Wildlife Resources. An estimate of mitigation costs for removal of forested habitat will also be provided. The data gathered and conclusions will be documented in a Technical Memorandum that can be appended to the CE.



B. ADMINISTRATIVE REVIEW

An administrative and quality control peer review of the draft and final documents will be conducted.

C. RESPONSES TO COMMENTS

Comments from LFUCG and KYTC will be reviewed, responses prepared and the reports modified, as appropriate.

D. DELIVERABLES

A Waters of the US (WOTUS) Technical Memorandum will be provided to document potential stream and wetland impacts, and anticipated mitigation cost estimates. The Technical Memorandum, with appendices, will be provided in a bookmarked pdf format.

X. CATEGORICAL EXCLUSION

A. SCOPE

1. Public Involvement

Property Owner Notification Letters will be sent to properties located along the corridor. Information about the project will be submitted to the Kentucky Clearinghouse to seek input from state regulatory agencies. A Public Meeting is planned to occur between the Conceptual Alternatives Meeting and Preliminary Line and Grade to gather input from the community regarding the proposal. A public project website will be developed in conjunction with the public meeting. Findings of the public outreach will be incorporate into the CE.

2. Project Purpose and Need

The Purpose and Need statement will be developed in accordance with KYTC guidance.

3. Alternatives

The alternatives considered will be documented using the discussion in the Design Executive Summary, if available, and other materials developed during the course of the preliminary design. The KYTC CE Checklist will be completed to document the impacts associated with the preferred alternative.

4. CE Checklist

Each element of the human and natural environment within and associated with the project study area will be summarized and documented to provide the Project Team the information necessary for informed decision-making, and to comply with state and federal laws and policies. It is anticipated that the project will be documented as a Categorical Exclusion Level 1 (CE 1) or a CE 2 should property impacts become larger than expected.



The KYTC CE Checklist will be used to structure thorough documentation of the environmental effects of the preferred alternative, which will include discussion of: Air Quality, Highway Noise, Land Use (existing and that identified in approved land use plans), streams and floodplains, groundwater, water quality, wetlands, permits, threatened and endangered species, cultural historic resources and the Section 106 process, archaeological resources, community and social impacts, pedestrian and bicycle facilities, hazardous materials, aesthetic issues, construction activities, and other issues that arise during the development of the project. Direct and indirect impacts, as required and as appropriate, will be considered and documented.

A brief statement about Air Quality will be developed and incorporated into the CE document. Research will be conducted to identify the location of the project in the STIP.

The CE Checklist will also document potential mitigation measures and commitments and provide appendices that include evidence of agency coordination and completion of supporting technical reports. Exhibits will be incorporated throughout the document to illustrate the location of each environmental element of concern as it relates to the project's Preferred Alternative.

5. Section 4(f)

There are no parks, recreational areas, or wildlife refuges in the project area. Some involvement may possibly occur with historic properties but that is not anticipated based on available information.

6. Section 6(f)

There are no parks or recreational areas that may have used Land and Water Conservation Funds that would be affected by the projects.

7. Project Management, Coordination, and Schedule

Coordination of the various consultant activities, report writing, agency coordination, coordination with the public, and coordination with the Project Team and Subject Matter Experts (SME) will be managed as part of the Environmental Documentation tasks through the duration of the project. Studies for the project will be initiated upon Notice to Proceed (NTP). Assuming NTP in February 2026, the CE would be expected for approval in February 2027.

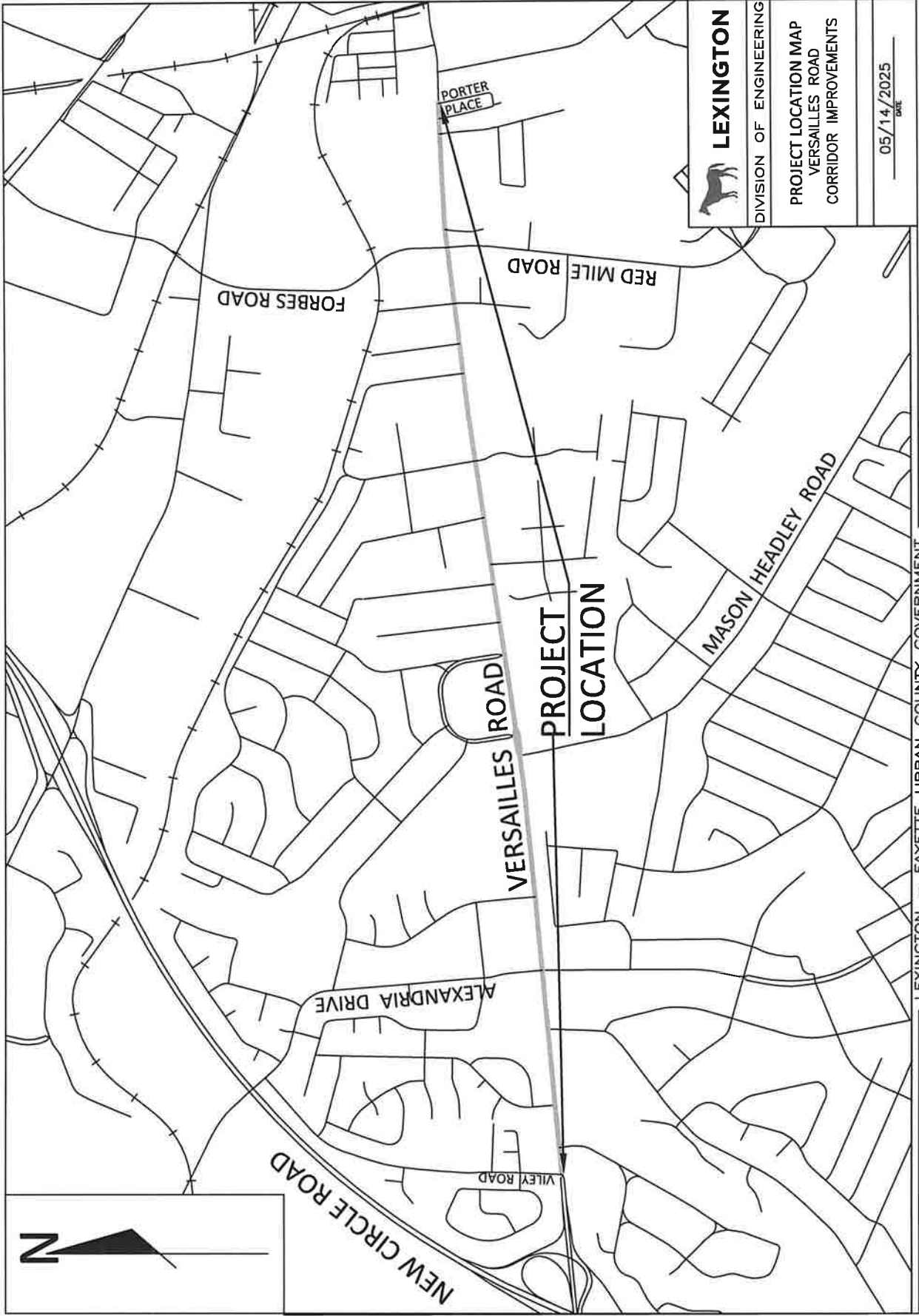
B. DELIVERABLES

For both draft and final products, Palmer will provide the CE in electronic format (bookmarked pdf) including all appropriate appendices.



Attachment A
Project Location





Attachment B
Phase I Archaeology Proposal
Waypoint, LLC





KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES
ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 05/2021
Page 1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	Nov 14, 2025	COUNTY:	Fayette	ITEM #:	NA
PROJECT:	Versailles Road				
DESC:	Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Phase I Survey - Research	16		\$ 86.25	\$ 1,380.00
Phase I Survey - Field Work	54		\$ 95.00	\$ 5,130.00
Phase I Survey - Report Production	92		\$ 90.88	\$ 8,360.96
Phase I Survey - Project Coordination	6		\$ 170.00	\$ 1,020.00
Phase I Survey - Graphics	24		\$ 90.00	\$ 2,160.00
Phase I Survey - Analysis	14		\$ 83.92	\$ 1,174.88
Phase I Survey - Lab Work	40		\$ 75.00	\$ 3,000.00
Phase I Survey - Travel Time/811/PLs	12		\$ 77.50	\$ 930.00
				\$ -
				\$ -
TOTAL PRODUCTION HOURS & PAYROLL	258			\$ 23,155.84

OVERHEAD (%)	\$ -
PROFIT (%)	\$ -
COST OF MONEY (%)	\$ -

DIRECT COSTS	AMOUNT
Office Research (OSA Site Check Fees, KHC Site Check Fees, Color Copies (8.5x11, 11x17))	\$ 186.00
Field Work (Vehicle, GPS, Camera)	\$ 673.68
Report Production (Photos, Color Copies, Shipping, Curation Fees)	\$ 1,050.00
TOTAL DIRECT COSTS	\$ 1,909.68

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	\$ -

TOTAL FEE	\$ 25,066
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*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Waypoint, LLC	SIGNED BY: Elizabeth K. Robinson
Principal	11/14/2025
CONSULTANT SIGNATURE	TITLE DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE DATE

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Urban	
ROUTE	Versailles Road	CONSULTANT	Waypoint, LLC	
DESC.	Improvements			
		PREPARED BY	E.Robinson & J.Robinson	
ITEM NO.	NA	DATE	11/14/2025	

ARCHAEOLOGY						
PHASE I SURVEY						
No.	ITEM	CREW	UNIT	AMOUNT	HRS/UNIT	HOURS
RESEARCH						
16	Background research at Office of State Archaeology	1	No.	1	4	4
17	Archival research	1	No.	1	4	4
18	Context development	1	No.	1	8	8
Total						16
FIELDWORK						
19	Shovel probing	2	No.	125	0.2	50.0
20	Pedestrian reconnaissance		Acre			0.0
21	Bucket augering		No.			0
22	Mechanical trenching		No.			0
23	Test unit excavation		No.			0
24	Site recordation	2	No.	4	0.5	4.0
25	Site mapping (GPS/Transit/etc.)		No.			0
26	Non-gridded surface collection		No.			0
Total						54.0
GRAPHICS						
27	Topo maps with project area location	1	No.	4	1	4
28	Regional or area maps	1	No.	4	1	4
29	Site maps	1	No.	4	2	8
30	Shovel probe profiles	1	No.	4	2	8
31	Test unit profiles		No.			0
32	Other graphics (as specified in scope of work)		No.			0
Total						24
ANALYSIS						
33	Lithic analysis (mass flake analysis)	1	No.	80	0.05	4.0
34	Lithic analysis (individual flake analysis)		No.			0
35	Prehistoric ceramic analysis		No.			0
36	Historic ceramic analysis	1	No.	50	0.2	10.0
37	Other historic artifact analysis (as specified in scope)		No.			0
Total						14
LABORATORY WORK						
38	Artifact processing	1	No.	1	16	16
39	Curation	1	No.	1	24	24
Total						40
REPORT PRODUCTION						
40	Report formatting	1	No.	1	6	6
41	Report development	1	No.	1	70	70
42	Response to comments	1	No.	1	16	16
Total						92
MEETINGS/COORDINATION						
43	Meeting with KYTC project team/SHPO	1	No.	1	6	6
Total						6
MISCELLANEOUS						
44	Travel time	2	No.	0.5	4	4
45	811, Property Owner Letters	1	No.	8	1	8
Total						12

PHASE I SURVEY TOTAL

258

DIRECT COSTS

COUNTY
CONSULTANT
PROJECT
PROJECT NO.

Fayette
Waypoint, LLC
Versailles Road
NA

Office Research	Cost	Crew	Units	Visits/Days	Total
OSA Site Check Fee	\$ 180.00	1	1	1	\$ 180.00
KHC Site Check Fee					\$ -
Color Copies - 8.5 x 11	\$ 1.00	1	2	1	\$ 2.00
Color Copies - 11 x 17	\$ 2.00	1	2	1	\$ 4.00
TOTAL					\$ 186.00

Field Work	Cost	Crew/ Equipment	Units/ Days	Visits/ Weeks	Total
Vehicle (4-wheel drive)	\$ 0.57	1	6	4	\$ 13.68
Hotel	\$ 96.00				\$ -
Meals/day					
Breakfast	\$ 8.00				\$ -
Lunch	\$ 10.00				\$ -
Dinner	\$ 18.00				\$ -
Per Diem	\$ 26.00				\$ -
GPS	\$ 150.00	1	1	4	\$ 600.00
Camera	\$ 15.00	1	1	4	\$ 60.00
TOTAL					\$ 673.68

6mi RT

Report Preparation	Cost	Crew	Units	Visits/Days	Total
Photos	\$ 2.00		20		\$ 40.00
Color Copies - 8.5 x 11	\$ 1.00		200		\$ 200.00
Curation Materials / Fees	\$ 750.00		1		\$ 750.00
Shipping	\$ 30.00		2		\$ 60.00
TOTAL					\$ 1,050.00

Project Coordination	Cost	Crew	Units	Visits/Days	Total
Vehicle (4-wheel drive)	\$ 0.61				\$ -
Color Copies - 8.5 x 11	\$ 1.00				\$ -
Color Copies - 11 x 17	\$ 2.00				\$ -
TOTAL					\$ -

TOTAL \$ 1,909.68



WAYPOINT_{LLC}

Waypoint, LLC
2343 Alexandria Dr, Suite 140
Lexington, KY 40504
Elizabeth@WaypointLLC.com

November 14, 2025

Mr. David Waldner, PE
Director of Environmental Services
Palmer Engineering Company, Inc.
400 Shoppers Drive
Winchester, KY 40392-0747

Subject: Cost Estimate and Scope of Services
Versailles Road Improvements Project
Fayette County, Kentucky
KYTC Item Numbers: NA

Dear Dave,

As requested, Waypoint, LLC is submitting this cost estimate and scope for a Phase I archaeological survey in support of the KYTC Item # NA Versailles Road improvements project in Fayette County, Kentucky. The cost estimates have been prepared reflecting Waypoint's most recently approved rates and direct costs per the 2025 memorandum from KYTC.

Please contact Jesse Robinson at (859) 797-7466 with questions concerning these estimates or the scope of services.

Sincerely,

Elizabeth K. Robinson
Principal

Attachments (2): A: Proposed Scope of Services
B: Proposed Cost Estimate (excel table attached)

2343 Alexandria Drive Suite 140 | Lexington, Kentucky | 40504
elizabeth@waypointllc.com (859) 219-7880

ATTACHMENT A
PROPOSED SCOPE OF SERVICES

PHASE I ARCHAEOLOGICAL SURVEY SCOPE

Waypoint, LLC
Versailles Road Improvements Project
Fayette County, Kentucky
KYTC Item No.: N/A

The purpose of these proposed services is to determine potential impacts to historic or prehistoric resources potentially eligible for the National Register of Historic Places (NRHP) as a result of the proposed Versailles Road Improvements project in Fayette County, Kentucky. As indicated by the provided KMZ files, the APE is approximately 1.29 miles in length.

The locations of the proposed work will be inspected for evidence of both historic and prehistoric archaeological resources. The work that is proposed will include a review of the existing archaeological sites and an evaluation of the extant documentary and cartographic sources relevant to the project area. This information will serve as the basis for the design and completion of a Phase I archaeological survey, using a combination of surface and subsurface investigative techniques. Phase I intensive surveys are designed to locate any archaeological resources within the APE, provide a description of these resources, and, when possible, make recommendations concerning NRHP eligibility. When archaeological sites are identified, Phase I investigations document an archaeological site's boundaries, age, condition, and significance within the project limits. This information may be used to compare project alternatives or to assess the impacts of a preferred alternative.

Phase I surveys include archival research as well as field investigations to reach conclusions regarding presence or absence of significant archaeological resources within the APE. The SHPO *Specifications* detail appropriate methods for conducting Phase I intensive surveys. These specifications shall be followed unless alternative methods are agreed upon in advance. Some areas along these transects will not require shovel testing due to previous disturbance while in other areas, shovel testing will be required within the right of way where soils are undisturbed.

As discussed in the DEA manual, if archaeological sites are encountered Waypoint will collect field data, including GPS location, color photographs, physical integrity, horizontal and vertical extent, and range and density of cultural material. Each positive shovel probe shall be given a unique field designation, and records shall be kept of their location, depth, soil profile, artifact yield, and other pertinent information. All identified features and structural remains (ruins) shall be sufficiently photographed, mapped, and documented to enable their interpretation and accurate relocation. Additional archival research may be helpful in interpreting historic archaeological sites. All standing structures, historic graves, and cemeteries over 50 years of age within the archaeological APE shall be photographed, mapped, and described, and the surrounding area shall be evaluated for archaeological potential.

Based on review of the Lexington West, KY USGS 7.5-minute topographic quadrangle map, aerial photographs, site maps, and soil surveys, we estimate that 2 historic and 2 prehistoric

sites may be located within the project corridor. Streams, ridges, and historic structures are indicated on these maps along the corridor, which increases the likelihood of locating prehistoric and historic sites.

All artifacts collected during field investigations shall be cleaned, analyzed, and curated according to SHPO *Specifications*. The Archaeological Phase I Investigation Guidance and Accountability Form (TC 58-35) will be followed to ensure completeness of the document. The tasks required to complete this analysis are presented below in terms of detailed scope of services, deliverables, and project billing information.

SCOPE OF SERVICES

The four-task study will include: 1) research; 2) field work; 3) report production; and 4) project coordination.

Task 1.0 Research

The office research task will be used to identify potential prehistoric or historic sites and document the potential for finding sites along the project corridor.

- review of historic map resources
- creation of field maps for use during field reconnaissance
- OSA and KHC site checks and review

Task 2.0 Field Work

Under this task, Waypoint will investigate the project area for the presence of historic and prehistoric resources. For this project, pedestrian reconnaissance and subsurface testing is proposed. The proposed subsurface testing includes opportunistic shovel testing along the proposed Versailles Road Improvements project corridor and adjacent connector streets, as well as testing any other features that potentially would require ground disturbance. This project would require approximately 250 total shovel test pits. Following completion of this task, a Phase I technical report will be provided to KYTC for review and coordination.

Task 3.0 Report Production

Following completion of the field work task, Waypoint will provide a Phase I technical report to KYTC.

Task 4.0 Project Coordination

For project coordination, Waypoint will communicate with the project team, SHPO, KHC, and KYTC through e-mail, letters, and phone conversations.

Cost Estimate and Assumptions

The cost estimate provided as Attachment B reflects field work and report preparation for a project that identifies 2 prehistoric and 2 historic sites. Substantial changes to the survey area, required survey techniques, number of sites identified, or other unforeseen changes may require additional costs to be incorporated into a contract modification.

DELIVERABLES

The deliverables under this project will include:

- one digital copy of draft Phase I report
- one digital copy of the final Phase I report

BILLING

Billing will be based on the completion of separate project tasks as follows:

- 50% Billing – following completion of Tasks 1.0-2.0
- 50% Billing – following completion of Tasks 3.0-4.0

Attachment C
Phase I Environmental Site
Assessment
Third Rock Consultants, LLC





KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2

Rev.

06/2017

Page

1 of 1

SECTION 1: PROJECT INFORMATION

DATE:	April 17, 2026	COUNTY:	Fayette	ITEM #:	N/A
PROJECT:	Versailles Road				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
Phase I Environmental Site Assessment	86		\$ 52.80	\$ 4,540.80
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL PRODUCTION HOURS	86			
TOTAL DIRECT PAYROLL				\$ 4,540.80
OVERHEAD (190.04 %)				\$ 8,629.34
PROFIT (15.00 %)				\$ 1,975.52
COST OF MONEY (0.23 %)				\$ 10.44
DIRECT COSTS				AMOUNT
Mileage 20 miles @ \$0.56/mile				\$ 11.20
EDR Report				\$ 850.00
TOTAL DIRECT COSTS				\$ 861.20
SUBCONSULTANTS				AMOUNT
TOTAL SUBCONSULTANTS				\$ -
TOTAL FEE				\$ 16,017

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Third Rock Consultants, LLC	SIGNED BY: Derek Adams	
	Senior Project Manager	4/17/2026
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

THIRD ROCKCONSULTANTS, LLC

**CLASSIFICATIONS AND PERCENTAGES FOR
ENVIRONMENTAL ANALYSES**

Proposal Date: 04/17/26
County(ies): Fayette
KYTC Item No: N/A
Project / Route: Versailles Road

Staff Type	Audited Rate	Phase I ESA	
		%	COST
Environmental Engineer III	\$ 45.00	70%	\$31.50
Senior Project Manager	\$ 90.00	20%	\$18.00
GIS / CADD I	\$ 33.00	10%	\$3.30
Totals		100%	\$52.80

THIRD ROCKCONSULTANTS, LLC
EXPENSE WORKSHEET FOR ENVIRONMENTAL ANALYSES

Proposal Date: 4/17/26
County(ies): Fayette
KYTC Item No: N/A Versailles
Project / Route: Road

Mileage

Mileage ¹	# of trips	Total mi	Total Mileage (.56)
20	1	20	\$ 11.20

Lodging

Nights	Staff	Rooms	Total Lodging (\$96)
0	0	0	\$ -

Per Diem

Staff	Full Days	Cost (\$36)	Mob/Demob	Cost (\$28)	Total Per Diem
0	-1	\$ -	2	\$ -	\$ -

EDR Report, Mapping, and Shapefiles

\$ 850

Agency RFI / Data Search Fees

¹ Roundtrip

PRODUCTION-HOUR WORKSHEET

COUNTY	Fayette	PROJECT TYPE	Roadway Improvements
ROUTE	Versailles Road	CONSULTANT	Third Rock Consultants, LLC
DESC.	Viley Road to Porter Place	PREPARED BY	Derek Adams
ITEM NO.	TBD	DATE	4/10/2026

PHASE I ENVIRONMENTAL SITE ASSESSMENT

No.	Item	Crew	Unit	Amount	Hrs/Unit	Hours
RESEARCH						
1	Division of Water	1	LS	1	4	4
2	Division of Waste Management	1	LS	1	4	4
3	Deed Search / Database					0
Total						8
FIELD WORK						
1	Inspection	1	No.	1	8	8
2	Interviews	1	No.	2	2	4
3	Documentation	1	LS	1	8	8
Total						20
ANALYSIS						
1	Data Compilation	1	LS	1	12	12
2	Data Assessment	1	LS	1	12	12
Total						24
REPORTS						
1	Writing/Recommendation	1	LS	1	18	18
2	Exhibits/Graphics	1	No.	4	4	16
Total						34
MEETINGS						
1	Meetings					0
Total						0

Grand Total 86

INTRODUCTION

Palmer Engineering (Palmer) is currently providing environmental services for a Lexington Fayette Urban County Government (LFUCG) roadway reconstruction project in Fayette County, Kentucky. This project is located between New Circle Road (KY 4) and downtown Lexington. This segment of Versailles Road provides access to surrounding residential and commercial land uses, is heavily used by pedestrians, and experiences significant congestion during peak travel periods. As proposed, the project will modernize the roadway, improve multi-mobility, and include safety and capacity improvements at intersections on Versailles Road (US 60) from Viley Road (MP ~ 5.0) to Porter Place (MP ~ 7.3). Third Rock Consultants, LLC (Third Rock) has been asked to conduct a Phase I Environmental Site Assessment and report as a subconsultant to Palmer.

For purposes of this scope of work, “study area” is described as the 2.3-mile corridor illustrated on **Exhibit 1 (Appendix A)**.

SCOPE OF WORK

Phase I Environmental Site Assessment

Third Rock personnel will conduct a Phase I Environmental Site Assessment (ESA) of the project area in accordance with KYTC’s *DEA Guidance Manual* Section EA-1004. Findings and recommendations documented in a Phase I ESA Report and DEA GAF TC 58-44 form.

**This scope does not include survey for asbestos containing materials (ACM) or lead-based paint (LBP).*

SCHEDULE

Third Rock will deliver a draft Phase I ESA report within 30 working days of a formal Notice to Proceed (NTP). Execution of a contract with Palmer Engineering will warrant NTP.

APPENDIX A
EXHIBIT I – STUDY AREA

EXHIBIT C

REQUEST FOR QUALIFICATIONS



Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #31-2025 Design Services for the Versailles Road Improvements Project** to be provided in accordance with terms, conditions and specifications established herein.

Sealed submittals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **September 30, 2025**. All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening submittals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening submittals.

Submittals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all submittals, 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 submittal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the submittal. 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 submittal 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 RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

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

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

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

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

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

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

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

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

KRS 45.630 Termination of existing employee not required, when

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

KRS 45.640 Minimum skills

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

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

LFUCG Non-Appropriation Clause

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

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

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

Contention Process

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

Notice of contention with the RFQ process must be filed within 3 business days of the bid/submittal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

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

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the submittals received:

1. Relevant experience and technical competence of the project team. (35 Points)
2. Past record of performance on similar projects. (35 Points)
3. Experience working with federal-aid projects administered by the Kentucky Transportation Cabinet. (20 Points)
4. Knowledge of the locality and familiarity of the general geographic area. (10 Points)

Submittals 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 submittals.

Questions regarding this RFQ shall be addressed through:
<https://lexingtonky.ionwave.net>

Affirmative Action Plan

All vendors must submit as a part of the submittal 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 Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this submittal 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 submittal 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 _____, 20__.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

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: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** ____/____/____

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF PROCUREMENT
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**

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____



LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) 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 urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.

The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)

Kentucky Minority and Women Business Enterprise (MWBE)

Women’s Business Enterprise National Council (WBENC)

National Women Business Owners Corporation (NWBOC)

National Minority Supplier Development Council (NMSDC)

Tri-State Minority Supplier Development Council (TSMSSDC)

U.S. Small Business Administration Veteran Small Business Certification (VetCert)

Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/Rfq/Quote Reference # _____

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

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

Company

Company Representative

Date

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/Rfq/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/Rfq/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement 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. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB 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.					

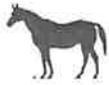
The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. 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, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.
2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.
3. Attended pre-bid/pre-qualification meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.
4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.
5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs 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.
8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.
9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.
10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.
11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.
12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that 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.
 - a. 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 small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.
13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid submittal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	_____	Date:	_____
Project Name:	_____	Project Number:	_____
Contact Name:	_____	Telephone:	_____
Email:	_____		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-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, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or submittal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐

MBE ☐

WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or submittal. (Click or tap here to enter text.)

If yes, please complete the following pages and submit all pages with your bid and/or submittal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-submittal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

- ☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.
- ☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of submittals.
- ☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.
- ☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.
- ☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

 Click or tap here to enter text. 

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company

Company Representative

Date

Title

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFQ may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the submittal, and such addenda shall be made a part of this RFQ. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that submittal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all submittals, to award in whole or part, and to waive minor immaterial defects in submittals. LFUCG may consider any alternative submittal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of submittals.
6. Changes/Alterations: Respondent may change or withdraw a submittal 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 submittal, and received by LFUCG prior to the scheduled closing time for receipt of submittals, will be accepted. The submittal, 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 submittal".
7. Clarification of Proposal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFQ to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this submittal. By acceptance of a Contract under this RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Submittal.
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 submittals 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.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

Date

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

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

Required Insurance Coverage

BIDDER/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 LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Auto Liability	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100K
Professional (E&O) Liability	\$1 million per claim

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 (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

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

Deductibles and Self-Insured Programs

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

Safety and Loss Control

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

Verification of Coverage

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

Right to Review, Audit and Inspect

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

DEFAULT

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

Request for Statements of Qualifications – Design Services

Versailles Road Improvements Project – Viley Road to Porter Place

The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Location – Versailles Road from Viley Road to Porter Place (See Exhibit 1)

Funding – National Highway (NH) Funds, Municipal Aid Program (MAP) Funds

Facility – Approximately 2.3 miles of roadway improvements.

PREQUALIFICATION

The consultant must have Kentucky Transportation Cabinet (KYTC) prequalification, and/or have prequalified sub-consultants, in each of the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Pedestrian & Bicycle Planning & Design
- Advanced Drainage Analysis and Design

The Prime Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

Versailles Road (US 60) from Viley Road to Porter Place is a 2.3-mile major arterial roadway maintained by the Lexington-Fayette Urban County Government. Versailles Road connects Lexington with Versailles, the Bluegrass Airport, Keenland, and the Bluegrass Parkway. It is a major commuter route and has one of the highest levels of pedestrian traffic in Lexington. Most of the road has 2 lanes each way with a center lane dedicated to left turning movements. The sidewalks are narrow and located at the edge of the roadway pushing the pedestrians near the traffic. The roadway pavement has been built up over time creating areas where pavement is nearly level with the curb, leading to drainage issues, that are compounded by an aging stormwater collection system. Overhead 69 kV electrical transmission lines span the entire length of the northern right-of-way line, which will limit what improvements can be made on that side of the roadway.

Secondary and service lines cross frequently and are present along the southern right-of-way line to serve the existing street lights in some segments.

The project scope entails a complete roadway and sidewalk rebuild incorporating the following considerations: lane narrowing; a shared use path on the south side of the roadway; landscaped medians and utility strips; storm sewer and inlet replacements as needed; signalized intersection upgrades with mast arms; retaining walls; bus shelters; wayfinding signage; pedestrian scaled lighting; and miscellaneous hardscaping such as benches, trash receptacles, bike racks, and public art spaces.

In 2022 construction was completed on an upgrade of Versailles Road from Parkers Mill Road to Mason Headley Road. Significant features of the project include shifting sidewalks away from the roadway, creating a landscaped utility strip, decorative retaining walls, bike lane buffering, landscaped median and aesthetic intersection improvements. This project was informed in part by the following two studies which can be accessed from the Lexington Area MPO website:

- Kentucky Transportation Center, *Multimodal Alternatives Evaluation US 60 (Versailles Road) Lexington Kentucky*, May 2013.
- EA Partners & Carman, *The Versailles Road Corridor Study*, February 2015 (*The KTC study is included as an appendix to this report*).

DESCRIPTION

Although programmed for Viley Road to Porter Place, *most of the project improvements will be from Mason Headley Road to Porter Place*. As noted above, the section of Versailles Road from Parkers Mill Road to Mason Headley Road has been largely improved.

Features of the *Versailles Road Corridor Study* that should be considered:

- Evaluate the existing storm sewer system including curb and gutter and curb inlets along the entire length of the corridor and make improvements as needed.
- From Mason Headley to Oxford Circle East construct 2-inbound and 2-outbound lanes and a two-way turn lane. On both sides of roadway construct bike lanes, 6-foot sidewalks with a landscaped utility strip.
- From Oxford Circle East to Red Mile Road construct 2-inbound and 2-outbound lanes and a controlled left-turn lane with planted medians, an 8-foot shared use path on the south side of Versailles Road, and a 6-foot sidewalk on the north side.
- From Red Mile Road to Porter Place construct 2-inbound and 2-outbound lanes, a 8-foot shared use path on the south side of Versailles Road, and a 6-foot sidewalk on the north side. Also, intersection enhancements at the Red Mile Road intersection.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

- 1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.
- 1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

- 2.1 Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.
- 2.2 Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:
 - Topography
 - Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
 - Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
 - Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
 - Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
 - Location and identification of significant trees and vegetation
 - Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
 - Location of existing corner monuments and R/W markers.
 - Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4).
 - Location of all existing permanent easements in the project area.
 - Staking necessary to establish centerlines prior to bidding for

construction.

The CONSULTANT may be required to coordinate and oversee a CCTV evaluation of the existing storm sewers should the OWNER request it.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydro excavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

Also prior to conducting the survey, the Consultant shall distribute mailings to the property owners of the timing and intent of the survey.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage

- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consistent with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

- 3.2 In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Evaluation of shared use paths on driveway ingress/egress
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

- 3.3 Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

- 4.1 Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits and impacts to property drainage.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third-party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2 In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
 - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
 - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
 - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
 - All existing utilities and proposed relocations, as furnished by the utility companies
 - All utility information required by the survey and utility coordination sections of this Scope
 - All existing and new storm and sanitary facilities
 - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

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

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

Note: Combined Plan/Profile sheets (as applicable) are preferred but not mandated.

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

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

- Prepare drawing files with or convert them to AutoCAD/Civil 3D format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.

- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

The Consultant shall design the project on the basis that the Kentucky Utilities Transmission poles shall remain in place.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and planrooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house or utilize the inspection services of the Consultant or the services of a third-party consultant through the LFUCG Indefinite Services contract for Construction Inspection Services. Such decision will be made prior to bid letting. If the Consultant is used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions off all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

SCHEDULE AND COMPLETION

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

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	290 days
Hold public meeting - open house format	310 days
Submit final plans	390 days
Meet with LFUCG et al., to review final plans	410 days
Submission of completed final plans	450 days
Preparation of ROW/easement plats and descriptions	490 days

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

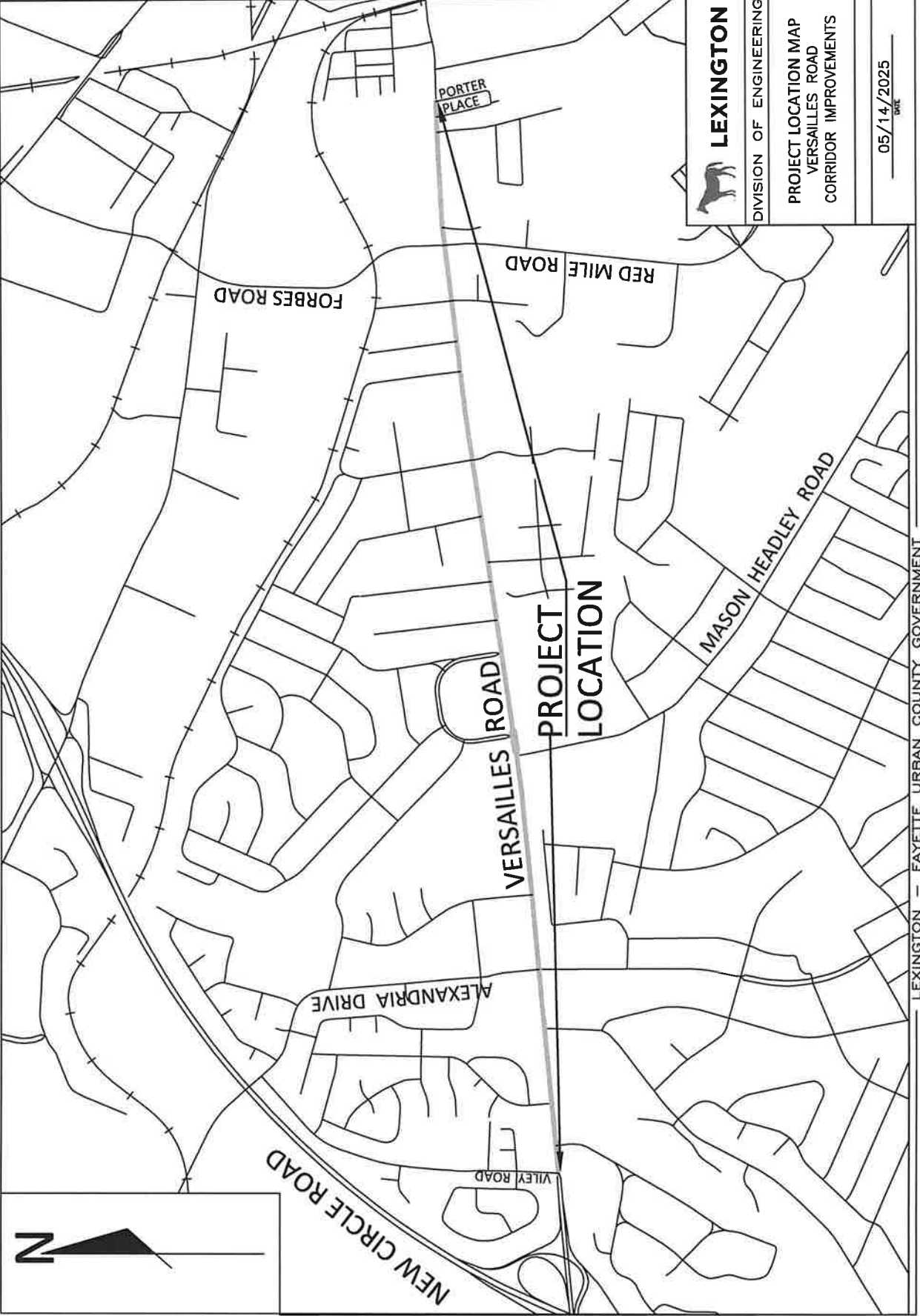
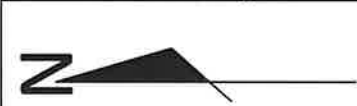
- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team. (35 Points)
- Past record of performance on similar projects. (35 Points)
- Experience working with federal-aid projects administered by the Kentucky Transportation Cabinet. (20 Points)
- Knowledge of the locality and familiarity of the general geographic area. (10 Points)

Three to five of the highest scoring firms may be short listed and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking.



LEXINGTON

DIVISION OF ENGINEERING

PROJECT LOCATION MAP
VERSAILLES ROAD
CORRIDOR IMPROVEMENTS

05/14/2025
DATE

EXHIBIT D

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2026

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

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway Louisville KY 40243	CONTACT NAME: Cheryll Clayton PHONE (A/C, No, Ext): 502-489-6242 FAX (A/C, No): E-MAIL ADDRESS: CClayton@higginbotham.com
INSURED Palmer Engineering Company P. O. Box 747 Winchester KY 40392	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: XL Insurance America Inc. INSURER D: INSURER E: INSURER F:
License#: 2081754 PALMENG-01	NAIC # 20508 35289 24554

COVERAGES**CERTIFICATE NUMBER:** 958598248**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Stop Gap Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7039429404	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ HCPD	Y	Y	BUA 7039429385	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/Leased Phys Dam \$ \$120,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUE 7039429399	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7039429418	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability w/Contractors Pollution Liab		Y	DPR5056748	5/1/2026	5/1/2027	Per Claim Aggregate 5,000,000 5,000,000

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

Waiver of Subrogation applies to Workers' Compensation in FL, TN, WV
Re: Versailles Road Project

CERTIFICATE HOLDER**CANCELLATION**

Lexington Fayette Urban Co. Government
Room 338, Government Center
200 East Main Street
Lexington KY 40507

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

AUTHORIZED REPRESENTATIVE

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

Palmer Engineering

BY: AS hull

ATTEST:

[Signature]
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Stephen Sewell, as the duly authorized representative for and on behalf of Palmer Engineering on this the 15th day of May, 2026.

My commission expires: 02/02/2029.

Melodee M. Caudill
NOTARY PUBLIC

