

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 3, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and **Palmer Engineering** with offices located at 1040 Monarch Street, Suite 210, Lexington, Kentucky 40513 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #18-2025 **Greenbrier#2 PS** (the “**PROJECT**”). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support necessary to successfully meet the obligations and deadlines of the **CONSENT DECREE**. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #18-2025 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to RFP #18-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #18-2025, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2.** The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables as further described in attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #XX-2024, attached **EXHIBIT C**, Proposal of Engineering Services and Related Matters, and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties**.
- 1.3.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4.** The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5.** After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6** Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made 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 provide written approval or disapproval thereof 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 agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). 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 **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

- 5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.
- 5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.
- 5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of 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 pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.2.** **In no event shall the CONSULTANT subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.**
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors 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** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**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.
- f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide

indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. 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 this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- c. The General Liability Policy shall include Business Interruption coverage.
- d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.
- e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.
- f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).
- g. **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.
- h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.
- i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. 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.

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S Agent**"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S Agent** or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S Agent** or his designee. The **CONSULTANT** shall look only to the **OWNER'S Agent** or his designee for direction in its performance under this

Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

CONSULTANT:

Palmer Engineering

BY: *Stephanie Blain*

ATTEST:

Markenzie Steck
Deputy URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by *Stephanie Blain*, as the duly authorized representative for and on behalf of *Palmer Engineering*, on this the *19* day of *September*, 2025. *MKC*

My commission expires: *July 6, 2026*.

Mamie K. Cullen KYDP54584
NOTARY PUBLIC

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #18-2025

**Request For Qualifications and Proposals Design and Preparation of Contract Documents and Services During Construction
Greenbriar #2 Pump Station
RMP Project Number: NE-04
LFUCG RFP Number 18-2025**

Request For Fee Proposal

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), is requesting a Statement of Qualifications and Fee Proposal for professional engineering services related to Design, Services During Bidding, Resident Observation services, and Contract Administration through construction, for the Greenbriar #2 Pump Station (G2PS) facilities, hereinafter referred to as the G2PS Project. This Request for Proposal (RFP) clarifies the description of work and schedule for the Design Consultant. The DWQ will select the Design Consultant based on qualifications and ratings as defined in the "Design Consultant Rating Criteria" Section on Pages 3 and 4. Note, the Notice to Proceed on this project starting design will not be issued until after 7/1/2025.

Background and Project Description

In accordance with Section VII, paragraph G of the Consent Decree, DWQ has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Enforcement (DOE) its Remedial Measures Plan (RMP), Groups 1, 2, and 3. The Group 1 RMP calls for construction of the G2PS Project with construction completion by the following date:

- G2PS Construction Completion – End of 2028

The proposed design of G2PS will incorporate the required components for a Class C Pump Station per LFUCG's Pump Station Manual and will be located per the attached TM/PER at site PS3. This proposed site is located in the rear of 2739 Martinique Ln, Lexington, KY 40509,



along Winchester Road and will share the site with existing Windstream utilities and access road off Winchester Road. This project design will required extensive coordination with the pending KYTC widening project.

The GB2PS will be designed to pump wastewater flows up to the design 2-year, 24-hour storm event per the future conditions model. The proposed PS shall have a firm capacity of 0.75 mgd (521 gpm) and the force main shall be sized to accommodate growth and expansion of the PS at a future date. Project scope includes a new pump station design as well as site work, all gravity sewer, manholes, and force main along Winchester Road to connect the new pump station to the existing LFUCG-DWQ collection system, and decommission of the existing pump station. See the TM/PER for additional information on the recommended alternative PC3.

The Design Consultant shall utilize LFUCG's "Sanitary Sewer and Pump Station Manual 2009" issued January 2009 along with "Sanitary Sewer and Pump Station Manual Amendment No. 1" Issued October 2018 and "Sanitary Sewer and Pump Station Manual Amendment No. 2" Issued December 2020 in the preparation of all deliverables. Any deviations in the requirements noted in this Request for Proposal and other LFUCG Technical Memorandum or Documents shall be reported to LFUCG immediately for clarification. LFUCG reserves the right to wave any requirements listed within the Manual. The manuals can be found at the link below, under Planning and project design.
<https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects> or scanning the QR code:



Easement acquisition will be required for this project. Engineer to assume five (5) easements included in the project and will only invoice for the final number of easements created. See Task 4 for scope information. LFUCG will provide sample easement documents to the awarded design engineer to follow.



Questions regarding the scope of the project shall be submitted through the LFUCG IonWave questions portal.

Design Consultant Rating Criteria

DWQ plans to select the most responsive and qualified firm based on the following rating criteria and weighting scale:

- **Proposed Fee (10 Points), 3 pages maximum**
 - a. Representative of the services required for each Task.
 - b. Demonstrates Design Consultant's familiarity with the Scope of Services.
 - c. Fee Proposal sheet shall be completed and submitted with proposal.
- **Degree of local employment (Bluegrass ADD counties) (10 Points)**
 - a. More points for awarded for % of team withing BGADD District.
- **Past performance on projects similar in scope or complexity (30 Points), 5 pages maximum**
 - a. For the past five (5) year period, the ability to design projects within specific project budgets and schedules.
 - b. Provide a list of minimum three (3) similar projects over the past ten (10) years including Project Name, Description, Total Construction Cost, Client Contact Information, and the Date the Project was Substantially Completed.
 - c. Knowledge and experience with DWQ's Standards and Manuals and Record of compliance with LFUCG and other regulatory agencies will be awarded more points.
- **Project Manager experience and capability (25 Points), 2 pages maximum**
 - a. Ability to manage design activities on projects similar in scope and magnitude.
 - b. Knowledge and understanding of applicable Codes, Standards, and other design requirements.
 - c. Past performance with LFUCG/DWQ.
 - d. Ability to effectively communicate, respond, and relay critical project information to the Project Team.



- e. The Project Manager's name and information shall be included on the Fee Proposal sheet.
- Project Team experience and capability **(25 Points)**, 5 pages maximum (not including resumes)
 - a. Provide org chart with names, disciplines, firm association, and office locations.
 - b. Knowledge and experience of the Process Mechanical technical lead(s).
 - c. Knowledge and experience of instrumentation and controls (I&C) technical lead(s).
 - d. List quality assurance and quality control methods and procedures.
 - e. Number of years the firm(s) have been in business.
 - f. Location of project team offices relative to the Project Site.
 - g. Equal employment opportunity regulations, policies, and procedures.
 - h. One-page resumes of key project team.

Scope of Services

With respect to the proposed improvements, the following professional services are required and shall be included in Design Consultant's scope and lump sum price. See the TM/PER for additional information on the recommended alternative PC3.

Task 1: Site Evaluation – Tree Survey (If Required)

1. The Design Consultant shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffeetree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees.



Task 2: Preliminary Design and Field Evaluation

1. Provide Kentucky Licensed Surveyor to perform a field topographic survey of the G2PS project to include the following elements at a minimum:
 - a. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.
 - b. Research all deeds, plats, and other property records to identify all sanitary sewer and drainage easements in favor of LFUCG and all other recorded easements.
 - c. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
 - a. Notwithstanding requirements noted herein, provide adequate field surveying service to prepare design documents in accordance with LFUCG's "Sanitary Sewer and Pump Station Manual" including Amendments No.1 and No. 2.
 - b. Location of any above-ground utilities as needed for this scope of work.
 - c. Coordination with KYTC on Winchester Road widening project.
 1. Incorporating KYTC design in the PS preliminary design.
 2. Identify conflicts and discuss solutions with LFUCG throughout design.
 3. Incorporate solutions into 30% drawings.
 - d. Location and elevation of any underground utilities Design Consultant to provide ground-penetrating radar, vacuum excavation, or similar locating services for any critical existing underground piping, utilities, or other structures which require verification for design and construction as listed in the scope of work. (See "Allowance: Location of Underground Utilities" on the "Propose Fee" worksheet). Costs for work items covered under the Location of Underground Utilities Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.



- e. Topographic grade shots as required for generation of final grading plan with min. +/- 6" contours.
 - f. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet and at least one located near the PS site. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
 - g. ROW and any structures or features including the final FM connection manhole between the proposed PS and final MH.
 - h. Engineer of Record shall initiate conversations with all utilities (including LFUCG Division of Engineering) at the 30% design.
2. The Design Consultant shall carry an allowance for this work as shown on the "Fee Proposal" form. Costs for work items covered under the Geotechnical Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.
- a. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable for this item is a memorandum.
3. The Design Consultant shall prepare two (2) 60% Preliminary Design Packages (unless otherwise notified by LFUCG-DWQ) to include the following:
- a. Draft 60% contract drawings including preliminary drawings of all project components listed herein.
 - b. Design of a Class C Pump Station, gravity sewer, and force main as identified in the included Technical Memorandum.
 - c. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60% milestone; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
 - i. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.



- ii. Demolition Plan(s) and Notes
- iii. Mechanical Process Drawings and Detail(s)
- iv. Electrical Power and Control Drawings
- v. Structural Drawings and Details
- vi. Conduit and Cable Schedule(s)
- vii. Process and Instrumentation Drawings
- viii. Instrumentation Specifications and Instrument List(s)
- ix. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
- x. Easement exhibits suitable for negotiating ROW acquisitions, including KYTC ROW/encroachment/property.
- xi. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
- xii. Coordination with KYTC on Winchester Road widening project.
 - 1. Incorporating KYTC preliminary design.
 - 2. Identify conflicts/discuss solutions with LFUCG.
 - 3. Incorporate solutions in 60% drawings.
- d. Draft revised controls/ operations plan (See LFUCG's "Guidance for Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures" issued May 2016).
- 4. Prepare 60% Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, and/or a third-party construction cost database service such as RS Means™).

Notes:

- 1. The Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the recommended preliminary alignment, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
- 2. DWQ has adopted the convention that all "bores" are "tunnels".



3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. DWQ will provide recommendations for tunneling methods to the Design Consultant. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Design Consultant will be responsible for incorporating into the Contract Documents.

Final design will not be authorized until the 60% design submittal is complete and accepted by DWQ. The Design Consultant is advised that DWQ will provide Standard Form Contract Documents (CSI Format) for this project.

Task 3: Final Design

Final Design shall include but not be limited to the following:

1. Prepare Contract as described above including (as appropriate) Contract Documents, including the Contract Drawings and Specifications, to be submitted at 90% and 100% (Bid Documents) milestones; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
 - a. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.
 - b. Demolition Plan(s) or Notes
 - c. Site Piping and Utility Plans (Max. Scale 1" = 20')
 - d. Plan-Profile Drawing(s)
 - e. Tunneling profile information and Summary Table
 - f. Erosion and Sediment Control Plan(s)
 - g. Traffic Control Plan(s) as required.
 1. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
 - h. Detailed Grading Plan
 - i. Site Paving Plan and Details
 - j. Site Piping Details



- k. Mechanical Process Drawings and Detail(s)
 - l. Electrical Power and Control Drawings
 - m. Grounding Plan(s)
 - n. All Structural Drawings and Details
 - o. Conduit and Cable Schedule(s)
 - p. Process and Instrumentation Drawings
 - q. Instrumentation Specifications and Instrument List(s)
 - r. PLC Cabinet Installation or Modification Details
 - s. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
2. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes and 100-foot intervals along force main route. Elevations for refusal shall be placed on the Contract Drawings.
 3. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing laboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 2.
 4. The Design Consultant will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
 5. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
 6. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
 7. Contract Drawings shall include the design and preparation of Project Specific Notes and any details (stream crossings, etc.) required for construction.



8. Prepare, submit, and revise the required Erosion and Sediment Control (ESC) Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPP shall be submitted to LFUCG for approval prior to Task 5.
9. Prepare Maintenance of Traffic (MOT) Plans, as required for the project, and submit to KYTC District 7 for Encroachment Permit approval and/or LFUCG Division of Traffic for approval prior to Task 5.
10. Prepare and submit application(s), and secure all required permits and approvals (i.e., KDOW, KYTC Encroachment, LFUCG, Kentucky Housing and Building, Windstream, and others as required).
11. Review and make recommendations for changes to DWQ Standard Contracts as provided. Prepare Bid Proposal and Wage Rate sections (if required) of Contract Documents.
12. Prepare Final / 100% design Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, tank manufacturer's budgetary cost estimates, and/or a third-party construction cost database service such as RS Means™).
13. Finalize coordination with all utility companies (including LFUCG Division of Engineering) and regulatory agencies as required for this project. This shall include acquiring existing utility mapping, notifying utilities of conflicts, scheduling relocations ahead of initiation of construction, and other activities required for the successful construction of the project.
14. Meetings: The Design Consultant will prepare for review by the DWQ Project Manager meeting agendas and meeting summaries. As a minimum, Design Consultant shall plan for and attend the following meetings:
 - a. Kick-off meeting and site walk-through (1 meeting)
 - b. Monthly Progress Meetings (one per month minimum, assume 8 meetings)
 - c. Two meetings, one each to review 60% and 90% deliverables. (2 meetings)
 - d. One additional meeting to review the Contract Documents (Drawings and Technical Specifications) (assume 1 meetings)
 - e. One general stakeholder/meeting. (1 meeting).



15. Task 3 Deliverables

- a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification.
- b. Geotechnical Investigation – TM No. 2: Phase II Geotechnical Report
- c. Geotechnical Investigation – TM No. 3: Phase III Geotechnical Report (if
- d. required)
- e. Final Design Contract Documents
- f. Preliminary and Final Opinions of Construction Costs

Notes:

- 1. Drawings shall be prepared in either Revit or AutoCAD format and according to LFUCG Standards or otherwise discussed and approved by LFUCG-DWQ.
- 2. The Design Consultant shall complete as much of the work as possible with in-house resources. Any subconsultants should be listed on the "Proposed Fee" form and Org Chart for any tasks which they will be completing.
- 3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
- 4. Design Consultant shall provide three (3) full-size sets and two (2) half-size sets of Drawings, three (3) sets of Specifications, one (1) digital file of AutoCAD Drawings and/or Revit model, and one (1) PDF of the Specifications of the final documents prepared for bidding and Construction (Conformed Documents). This does not include sets required for KDOW or other regulatory agencies or working drawings used in progress meetings.

Task 4: Easement Acquisition

Draft easements shall be submitted to LFUCG between 30%-60% design. The Design Consultant's scope of work includes but is not limited to the following with respect to Task 4:

- 1. Prepare a metes and bounds description of each required easement to be procured or released, and a plat of the parcel indicating the easement locations. The Design



Consultant shall prepare and submit to DWQ an easement acquisition summary spreadsheet detailing the following:

- a. Property Owner
 - b. Property Address
 - c. Deed Book and page number for the property deed
 - d. Plat references, if any
 - e. Area in square feet of temporary and permanent easements to be acquired and area in square feet of easements to be released. The spreadsheet shall include descriptions of easements for which only prescriptive easement(s) exist.
2. The Design Consultant shall prepare the LFUCG Memorandum of Understanding (MOU) for each required easement.
 3. The Design Consultant is not responsible for negotiating or acquiring easements. The Design Consultant may be expected to make timely edits to Task 4 deliverables in response to directions from DWQ's easement acquisition team and RMP Program Manager.
 4. Task 4 Deliverables: easement descriptions and plats; easement summary spreadsheet and easement MOUs.
 5. Sample easement documents will be provided to the awarded engineer for use during easement creation.

Task 5: Services During Bidding

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 5.

1. It is LFUCG-DWQ's intent to bid this project in one Contract.
2. Design Consultant shall submit reproducible Drawings, Specifications, and Contract Documents to the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (<https://www.lynnimaging.com/>)
3. In coordination with the DWQ Project Manager, conduct the Prebid conference meeting and prepare a meeting summary of the conference.
4. Respond to bidder, vendor, and subcontractor questions.
5. Prepare and distribute necessary Addenda.



6. Verify capacity (financial, workforce, experience per bid documents) of apparent low bidder to perform the specified work and provide a Certified Bid Tabulation (stamped and signed by EOR) and Recommendation of Award letter to LFUCG.
7. Create and complete the Conformed Documents for the awarded Contractor.
Conformed Documents to include but not limited to incorporation of all addenda items addressed and issued during the bidding period.
8. All Addenda shall be included in the Conformed Documents.
9. Hard copy sets of all Confirmed Contract Documents shall be provided to the Owner and Contractor.
10. Task 5 Deliverables
 - a. Pre-Bid meeting agenda
 - b. Pre-Bid meeting notes
 - c. Bid addenda
 - d. Letter of recommendation
 - e. Conformed Documents (Hard copies and digital)

Task 6: Services During Construction

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 6.

1. In coordination with the DWQ Project Manager, conduct the pre-construction conference and prepare the summary of the conference.
2. Design Consultant shall assume Construction Administration (CA) for twelve (12) months of construction.
3. Services During Construction shall include but not be limited to:
 - a. Review and processing of Shop Drawings.
 - b. Review and respond to Requests for Information (RFI).
 - c. Issue Field Orders on Work Change Directives as needed
 - d. Evaluation and recommendations for Change Requests.
 - e. Monthly Site Visits.
 - f. Monthly Progress Meetings for which the Consultant shall be responsible for Meeting Agendas, handouts, and Meeting Summaries.



- g. Processing of Pay Requests and associated items for DWQ.
 - h. Final Inspection and preparation of punch list.
 - i. Project Certification
 - j. Project Closeout Documentation.
4. Prepare Record Drawings using post construction survey data provided by a surveyor licensed in the State of Kentucky. Incorporate this survey information into the drawings and provide them to LFUCG in both hard copy (reproducible format) and electronic format, compatible with LFUCG equipment and software. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
- a. Engineer shall provide a copy of the licensed surveyor's resume upon request.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Provide an updated PS Facility Control/Operational Plan.
7. Provide an Operation & Maintenance Manual for all new equipment.
8. Complete all project closeout documents included in the RMP Project Closeout Checklist. (see checklist included as an attachment).
9. Task 6 Deliverables:
- a. Record Survey and Record Drawings in electronic and hard copy formats.
 - b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
 - c. Project Certification
 - d. Project Closeout Documents / RMP Project Closeout Checklist.

Task 7: Resident Project Representative (RPR)

Design Consultant is directed to provide full-time RPR services.

- 1. Provide full time Resident Observation on-site during working hours (40 hours per week) to monitor the work and verify compliance with the Contract Documents for a construction period of Twelve (12) Months. Resident Project Representative (RPR)



shall be approved by DWQ. The Fee proposal includes 2,080 hours for RPR on this project. The Fee proposal shall be completed with the RPR hourly rate and the total price for 2,080 hours. Note, the RPR shall be on site at all times Contractor is working and installing equipment.

2. RPR will complete and submit Digital Daily reports and Soil Erosion and Sediment Control Inspection Reports (to DWQ and others) documenting the work completed, weather conditions, construction manpower and equipment on-site, any visitors to the site, any defective or non-conforming work, and any test results, etc. via Procore, the Owner selected on-line platform. The RPR will also take daily digital photos of construction activities for inclusion in the daily report document.
3. RPR will attend DWQ RPR and ESC Trainings within the past year prior to start of construction.
4. The RPR will have access via a document management platform or always have hard copies of all Contract Documents readily available during working hours (to include construction Drawings, Specifications, addenda, shop drawing, RFI's, Permits, etc.).
5. The Design Consultant shall provide RPR with a tablet or iPad (with data plan recommended) for use throughout the duration of Construction.
6. The RPR shall have the responsibility and authority to immediately notify the Design Consultant's Project Manager and LFUCG's Program Manager in the event any defective or non-conforming work is discovered on-site.
7. Other duties as directed by the Project Manager and Owner.



Schedule

The proposed schedule for G2PS Project is as follows:

RFP Issued	June 12, 2025
Question Cut off Date	June 30, 2025
Final Addendum Issued	July 3, 2025
Engineering Proposals Due	July 11, 2025 by 2:00pm (via IonWave)
Task Order Issued	August 28, 2025
Kick off Meeting	September 2, 2025
Preliminary / 30% Design Submittal	November 14, 2025
60% Design Submittal	January 23, 2026
Contract Documents to KDOW(60%)	January 2026
90% Design Submittal	March 2026
100% Design Submittal	April 2026
Advertise for Bids	May 2026
Award Contract	July 2026 (Award prior to City Council Summer Recess)
Construction Complete	July/August 2027



EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2025

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: Cheryl Clayton	FAX (A/C, No):
	PHONE (A/C, No, Ext): 502-489-6242	
INSURED Palmer Engineering Company P. O. Box 747 Winchester KY 40392	E-MAIL ADDRESS: CClayton@higginbotham.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Valley Forge Insurance Company	20508
	INSURER B: The Continental Insurance Company	35289
	INSURER C: XL Insurance America Inc.	24554
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1691717118 **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 ☒ Railroad Pro Lia GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7039429404	5/1/2025	5/1/2026	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 ☒ HIRED AUTOS ONLY ☒ HCPD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	BUA 7039429385	5/1/2025	5/1/2026	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 ☒ RETENTIONS \$ 10,000	Y	Y	CUE 7039429399	5/1/2025	5/1/2026	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	N/A	WC 7 39429418	5/1/2025	5/1/2026	☒ 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	DPR5042983	5/1/2025	5/1/2026	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: Greenbrier 2 PS

Lexington Fayette Urban Co Government is additional insured with regards to general liability and commercial auto when required by written contract. A waiver of subrogation applies where allowed by law in favor of the additional insured. Kentucky Law does not allow a Waiver of Subrogation under the Workers Compensation. 30 days notice of cancellation applies. State Law requires notification of 14 days for Non-payment of premium; immediately upon request of the first Named Insured.

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

EXHIBIT C

Proposal of Engineering Services

and

Related Matters

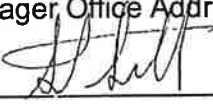
**Fee Proposal
G2PS Project**

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	\$1,500	Town Branch Tree Experts, Inc.
Task 2: Preliminary Design and Field Evaluation	\$39,910	Palmer Engineering Magna Engineers
Task 3: Final Design	\$119,885	Palmer Engineering Magna Engineers
Task 4: Easement Acquisition (assume 5 easements) (\$2,165 /easement)	\$10,825	Palmer Engineering
Task 5: Services During Bidding	\$13,080	Palmer Engineering Magna Engineers
Task 6: Services During Construction (Assume 12 months)	\$80,530	Palmer Engineering Magna Engineers
Task 7: Resident Project Representative (assume 12 months at \$16,000 / month)	\$192,000	Palmer Engineering
Allowance: Location of Underground Utilities	\$15,000	
Allowance: Geotechnical Investigations	\$25,000	LE Gregg Associates
TOTAL LUMP SUM FEE	\$497,530	

*** – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.

Project Manager (Name) Stephanie Blain

Project Manager Office Address 1040 Monarch Street, Suite 210, Lexington, KY

Signed: 

Title: President

Firm: Palmer Engineering

Date: 07/15/2025

All fees are Lump Sum for the G2PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave. ***Notice to Proceed will be issued after 7/1/2025.***



EXHIBIT D

Further Description of Basic Engineering Services and Related Services

**LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR**

CONSULTANT

OWNER

Street Address

City, State, Zip

Contact Person

Telephone

Fax

E-Mail

Lexington Fayette Urban County
Government

200 East Main Street

Lexington, KY 40507

Charles Martin

859-425-2400

859-254-7787

cmartin@lexingtonky.gov

Task Order Date:

Task Name:

Task ID:

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT'S** delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT** shall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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