

R-359-2023  
C-181-2023

**ENGINEERING SERVICES AGREEMENT**

THIS IS AN AGREEMENT made as of June 30 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Palmer Engineering (CONSULTANT). OWNER intends to proceed with the Design of Mason Headley Multimodal Improvements (RFP#63-2022), as described in the attached Scope of Services document. The basic services will include a topographic and cadastral surveying; preparation of preliminary & final design plans and construction drawings, bid documents, easement descriptions and right-of-way drawings (if required). It also includes all work associated with preparing permit applications to facilitate the construction. The services are hereinafter referred to as the "Project".

OWNER and CONSULTANT in consideration of their mutual covenants herein agree with respect to 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 planning and civil engineering services, and customary surveying services incidental thereto.

**1.2. Final Design Phase**

After written authorization to proceed with the design, CONSULTANT shall:

- 1.2.1. On the basis of the "Scope of Services" per attached Exhibit A, conduct field surveys and gather other necessary data or information, prepare final design documents consisting of final design drawings, specifications and estimate of probable cost.
- 1.2.2. Prepare such documents, design data and permit applications as may be required to obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, or jurisdiction over existing natural elements that will be impacted by construction and assist the OWNER in obtaining such approvals by negotiations with appropriate authorities.
- 1.2.3. Furnish copies of the design documents to OWNER and to any utilities that could potentially be impacted, at approximately 60 percent completion and again at 90

percent complete. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

- 1.2.4. Advise **OWNER** of any adjustments to the latest estimate of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised estimate of probable Project cost based on the Drawings and Specifications.
- 1.2.5. Prepare for review and approval by **OWNER**, required Local Public Agency (LPA) documents, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid, instructions to bidders, addenda and other related documents.
- 1.2.6. Furnish copies as indicated in the Scope of Services 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.

**NOTE:** The duties and responsibilities of **CONSULTANT** during Right of Way and Final Design phases are amended and supplemented as indicated in Exhibit A "SCOPE OF SERVICES"

### **1.3. Bidding Phase**

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

- 1.3.1. Finalize all documents, including addenda, in a format suitable for reproduction and distribution to bidders and deliver originals to the location directed by **OWNER**.
- 1.3.2. Assist **OWNER** in evaluating bids or proposals by prime contractors.
- 1.3.3. Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractors (hereinafter called "Contractors") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.3.4. Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

## **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 and the Consultant mutually agrees to provide such services. 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. However it is understood that Consultant must use sound professional practices.
- 4.2. The provisions of this Section Four 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 \$ 330,874.00.

**5.1.2. For Extra Work**

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

**5.2. Times of Payment**

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

**5.3. Other Provisions Concerning Payments**

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

**SECTION 6 - GENERAL CONSIDERATIONS**

**6.1. Termination**

- 6.1.1.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party and the failure of the party to cure within that 7 day period..
- 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 **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. The **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save and hold **OWNER** harmless therefrom.
- 6.3.3.** The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and venue shall lie in a court of competent jurisdiction in Fayette County, Kentucky.

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

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

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

The **CONSULTANT** shall be responsible for the accuracy of all work, within the limits of the paragraph above, even though Drawings and Specifications have been accepted by the **OWNER**, and upon notice to the **CONSULTANT**, shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, and if due to causes within the **CONSULTANT**'s reasonable control 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 a representation that the information is accurate within the limits of the paragraph above. Failure on the part of **CONSULTANT** to provide the expected level of accuracy, as described above, may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

It is not the intent of this contract to have the **CONSULTANT** size or evaluate the capacity of the Sanitary Sewer Piping System or the Storm Sewer Piping System.

**6.7. Security Clause**

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any

public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law, subpoena or other administrative or court order.

**6.8. Access to Records**

The **CONSULTANT** and any subconsultant shall maintain all books, documents, papers, and accounting records for time based and reimbursable expenses, and make such materials available at their respective offices at all reasonable times during the contract period and for three 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 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. Resident Services During Construction.**

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

**6.10. Required Risk Management Provisions.**

**6.10.1 GENERAL**

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

As used in these Risk Management Provisions, the terms "**CONSULTANT**" and "**ENTITY**" 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. **ENTITY** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

**6.10.2 INDEMNITY**

**6.10.2.1** 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. **CONSULTANT** shall indemnify, save, hold harmless and defend **ENTITY** 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.

**6.10.2.2** Prior to and including the contract commencement date, owner shall have the right to examine and inspect the job sites, at any time during reasonable business hours. **ENTITY** reserves the right to have its own engineers inspect the job sites for environmental compliance, but such right shall in no event relieve **CONSULTANT** of its obligations hereunder.

### **6.10.3 FINANCIAL RESPONSIBILITY**

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** bid and the commencement of any work, demonstrate the ability to provide for compliance with the Indemnity Agreement and other provisions of this Contract.

### **6.10.4 INSURANCE REQUIREMENTS**

#### **6.10.4.1** Required Insurance Coverages

**CONSULTANT** shall procure and maintain for the duration of the Contract, insurance 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 the **CONSULTANT**. Any/all insurance shall be written on an "occurrence form" for limits not less than those specified below or as required by law, whichever is greater (except for the Professional Liability Insurance). Below are minimum insurance requirements set to protect the **ENTITY** interest in this agreement. However, it does not limit the **CONSULTANT'S** liability and necessary additional limits of coverage are at the **CONSULTANT'S** discretion. SEE "EVIDENCE OF INSURABILITY" FORM FOR SUBMISSION OF BID.

**6.10.4.1.1** Professional Liability providing coverage of at least \$1 million per claim, \$2 million aggregate.

- a. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior written notice, to Lexington-

Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.2** Commercial General Liability Insurance providing coverage at least as broad as Insurance Services Office Form CG-0001 (10/01) with:

- a. Combination of primary and umbrella coverage limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.
- b. Business Interruption Coverage must be included.
- c. Endorsements naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest."
- d. Endorsement that coverage shall not be, canceled by either party except after thirty (30) days' prior written notice, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507

**6.10.4.1.3** Comprehensive Automobile Liability Insurance providing coverage at least as broad as Insurance Service Office Form Number CA 0001 (10/01), code 1 "any auto" with:

- a. Combined Single Limits not less than \$1,000,000 per occurrence.
- b. Endorsement naming as additional insured "The Lexington-Fayette Urban County Government, its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest."
- c. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

**6.10.4.1.4** Worker's Compensation Insurance as required by the Kentucky Revised Statutes, and Employer Liability Coverage with:

- a. Endorsement that coverage shall not be, canceled by either party, except after thirty (30) days' prior notice by certified mail, return receipt requested to Lexington-Fayette Urban County Government, 200 East Main Street, Lexington, Kentucky 40507.

#### **6.10.4.2** Acceptability of Insurers

Insurance is to be placed with insurers with a rating classification of no less than Excellent (A or better) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide.

#### **6.10.4.3.** Notice of Coverage Renewals for Expiration

After insurance has been approved by **ENTITY**, evidence of renewal of an expiring policy must be submitted to **ENTITY**, at the Division of Law, 200 East Main Street Lexington, Kentucky 40507 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.

#### **6.10.4.4.** Self-Insured Programs

**IF CONSULTANT INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, Suite 925, 200 East Main Street, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.** Self-insurance programs, deductibles, and self-insured retention in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retention must provide **ENTITY** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverages. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retention, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, the following data prior to the final acceptance of bid and the commencement of any work:

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

#### **6.10.4.5. Verification of Coverage**

Within thirty (30) days following signing of Contract, **CONSULTANT** agrees to furnish **ENTITY** with all applicable Certificates of Insurance; and **CONSULTANT** shall provide **ENTITY** copies of all bonds and make available for review upon request any insurance policies, including all endorsements.

#### **6.10.4.6. Right to Review, Audit and Inspect**

**CONSULTANT** understands and agrees that **ENTITY** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to insure compliance with these Insurance Requirements in addition to any other proof of insurance required to obtain a license to perform the job stated herein.

### **6.10.5 SAFETY AND LOSS CONTROL**

**6.10.5.1** **CONSULTANT** agrees to adhere to and comply with William-Steiger Act, enacted December, 1970, and all other federal, state and local safety health, sanitation and environmental laws, regulations and ordinances. The **CONSULTANT** shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

**6.10..5.2** The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:400 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:300, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the **CONSULTANT**.

**6.10.5.3.** The **CONSULTANT** understands and agrees that the **ENTITY** shall be permitted but not obligated, to inspect the work place, operations, machinery and equipment involved in this contract and review and audit any and all **CONSULTANT'S** records and documents as deemed necessary by the **ENTITY** to assure compliance with any and all of the provisions of this Contract and maximize the protection of the **ENTITY**. Safety on the job, however, remains solely the responsibility of the **CONSULTANT**.

### **6.10.6 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 Contract. **CONSULTANT** also agrees that **ENTITY** 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 Contract.

**CONSULTANT** understands and agrees that the Risk Management provisions of this Contract define its responsibilities and those of its employees, agents, owners, principals, licensees, assigns, and subcontractors of any tier to the **ENTITY**, its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

#### **6.10.7 RIGHT TO REVIEW, AUDIT AND INSPECT**

**CONSULTANT** understands and agrees that upon reasonable notice **ENTITY** may review, audit, and inspect any and all of the **CONSULTANT'S** records and operations relative to the **SERVICES** performed under this Agreement to assure compliance with the Risk Management provisions of the Agreement.

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

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

- 7.1. **CONSULTANT** agrees to comply with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- 7.2. **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or other handicap. The **CONSULTANT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, national origin, sex, age, disability or other handicap. **CONSULTANT** will take affirmative action to insure that all employment practices include, but are not limited to, the following: employment, hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection of 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.
- 7.3. A Compliance with Civil Rights Act of 1964. During the performance of this AGREEMENT, the **CONSULTANT** agrees as follows:
  - A. **CONSULTANT** will comply with the regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the

REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

- B. Nondiscrimination: The **CONSULTANT** with regard to the work performed by it after award and prior to completion of the AGREEMENT work will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors including procurement of materials and leases of equipment. The **CONSULTANT** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the **CONSULTANT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the **CONSULTANT** or the **CONSULTANT'S** obligations under this AGREEMENT with the REGULATIONS relative to nondiscrimination on the ground of race, color, or national origin.
- D. Information and Reports: the **CONSULTANT** will provide all information and reports required by the REGULATIONS, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the GOVERNMENT to be pertinent to ascertain compliance with such REGULATIONS orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** will so certify to the GOVERNMENT as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the **CONSULTANT'S** noncompliance with the nondiscrimination provisions of this AGREEMENT, the GOVERNMENT will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - 1) Withholding payment to the **CONSULTANT** under the AGREEMENT until the **CONSULTANT** complies; and/or
  - 2) Cancellation, termination or suspension of the AGREEMENT, in whole or in part.

7.4 It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds

under this AGREEMENT. Consequently the DBE requirements of 49 CFR Part 23 apply to this AGREEMENT.

- 7.5 The **CONSULTANT** or its subcontractors agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this AGREEMENT. In this regard the **CONSULTANT** or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **CONSULTANT** and the subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U. S. DOT – assisted contracts.

The **CONSULTANT** will make every effort to located DBEs to purchase materials and services for use in this AGREEMENT. The **CONSULTANT** shall document the steps it has taken to obtain DBE participation, including, but not limited to the following:

- A. The names, addresses, and telephone numbers of DBEs that were contacted;
- B. A description of the information provided to DBEs regarding the type of work to be performed.

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

- 8.1. This Agreement is subject to the following provisions.

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

- 8.2. The following Exhibits are attached to and made a part of this Agreement:

- 8.2.1. Exhibit A - "Scope of Services" (10 pages).
- 8.2.2. Exhibit B - "Palmer Engineering Statement of Qualifications" (34 pages).
- 8.2.3. Exhibit C - "Certificates of Insurance" (1 pages).
- 8.2.4. Exhibit D - "LFUCG Engineering Services Fee Proposal" (15 Pages).

8.3. This Agreement (consisting of pages 1 to 16 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

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

200 East Main Street

Lexington, Kentucky 40507

*Linda Gorton*

The Honorable Linda Gorton – Mayor

**CONSULTANT:**

Palmer Engineering, INC

301 East Main Street, Ste. 900

Lexington, Kentucky 40507

*[Signature]*

Area Manager



**EXHIBIT A**

**SCOPE OF SERVICES**

**Design of Mason Headley Multimodal Improvements  
Engineering Design Services  
Scope of Services and RFP**

**Request for Proposals - Professional Services**  
***Mason Headley Multimodal Improvements Project***  
***RFQ – 63-2022***  
***December 2022***

The Lexington Fayette Urban County Government, Division of Engineering is requesting proposals for a Professional Service Contract from qualified individuals and organizations to furnish those services described herein.

**PROJECT INFORMATION**

Project Manager – Andrew Grunwald, P.E.

Location – Mason Headley Road from intersection with Versailles Road to Tazewell Drive.

Funding – LFUCG Bond Funds

Facility – Approximately 0.5 miles of improved roadway.

**PREQUALIFICATION**

To respond to this project the Consultant must be prequalified by the Kentucky Transportation Cabinet in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

**BACKGROUND**

The Lexington Fayette Urban County Government (LFUCG) plans to improve Mason Headley Road from the intersection of Mason Headley Road and Versailles Road to The Lane (on the western side) and Tazewell Drive (on the eastern side). The planned improvements will include, but not be limited too, left and right turn lanes to access proposed Fayette County School facility, curb & gutter, street drainage, sidewalks and bike lanes on Mason Headley Road.

**DESCRIPTION**

Design and prepare construction plans to improve the road section of Mason Headley Road from the intersection of Mason Headley and Versailles to Tazewell Drive. The designed improvements will be the addition of bike lanes, sidewalk, utility strip, curb and gutter, turn lanes and storm sewer facilities from Versailles Road to The Lane on the western side of Manson Headley, and a bike lane, sidewalk, utility strip, curb and gutter, accommodation for turn line and storm water facilities to Tazewell Drive on the eastern side of Mason Headley. The LFUCG has secured permanent Right-of-Way from FCPS (2160 Versailles Road), but will need permanent Right-of-Way from 975, 961, 957, 953, 949, 945 and 941 Mason Headley Road. For reference a conceptual plan is included in Appendix A of this RFQ.

## **SCOPE**

### **1. Pre-Design Conference and Review of Existing Information**

- 1.1 Meet with the LFUCG Division of Engineering 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 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 & 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 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.
  - Location of existing corner monuments and R/W markers.
  - Temporary benchmarks for use during construction, set outside of construction limits (minimum of 6).
  - Location of all existing easements in the project area.
  - Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work.

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

### 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 compliant with the LFUCG Stormwater Manual.
- 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.

Upon completion of the preliminary plans, submit one full size paper copy to the LFUCG Division of Engineering. Also make plans available in electronic format: PDF and/or AutoCAD.

3.2 In conjunction with the preliminary plans, submit the following:

- Detailed opinion of construction costs.
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections.
- Inventory of trees impacted by construction (location, species, caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it).
- 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.)
- List of any products, materials or methods that may require special consideration by KYTC or FHWA.

3.3 Meet with LFUCG to present and discuss the preliminary plans and submittals. 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, 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.
- Right-of-Way strip maps and summary sheets.
- Coordinate Control Plan.
- Site-specific Detail Sheets as needed.

All preliminary, right-of-way and final plans, and accompanying documents are subject to review by multiple parties, including a third party peer. The Consultant shall be responsible for addressing comments from and requirements of these parties into all documents.

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

- Updated versions of all preliminary plan submittals.
- Technical Specifications.
  - KYTC Standard Specifications will be utilized to the extent possible with modifications and supplemental specifications prepared by the consultant as needed.
- An Excel Bid Schedule consistent with the General Summary S
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork.
- 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.
    - 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.

## 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:

- Plan Sheets 1" = 20'
- Profile sheets 1" = 20' horizontal, 1" = 2' vertical
- Cross sections sheets 1" = 5' horizontal, 1" = 5' vertical

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 format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Unless otherwise stated, 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.)
- 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 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 & Right-of-Way Acquisition**

Right-of-Way will be need to complete this project. The selected 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 Public Acquisition Minor Subdivision Plats for all right-of-way acquisitions (at a minimum there will be 7).
- 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 (Required)

- KYTC Encroachment Permit (Required)
- 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 analysis 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.
- Preparing and certifying a tabulation of bid prices.
- 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. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

## **SCHEDULE AND COMPLETION**

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is received by the Consultant.

Meet to review design intent:	15 days
Submit preliminary plans to LFUCG and utility companies:	100 days
Meet with LFUCG to review preliminary plans:	110 days
Submit Right-of-Way plans:	160 days
Submit final plans:	210 days
Meet with LFUCG to review final plans:	230 days
Submission of completed final plans:	260 days

## **PROPOSAL CONTENT AND SELECTION CRITERIA**

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 10 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:

- Project teams 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.
- General project approach and proposed process to accomplish the services for the project.
- 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:

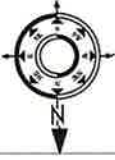
1. Relevant experience and technical competence of the project team. (30 Points)
2. Past record of performance on projects similar in type and complexity. (30 Points)

3. Project approach and familiarity with the details of the project. (25 Points)
4. Local employment of the project team. (5 Points)
5. Ability to provide KYTC LPA Guide compliant inspection services. (10 Points)



### Widening of Mason Headley

11/23/2022



#### REVISIONS

NO.	BY	DATE	DESCRIPTION

**Attachment A**

Contact: \_\_\_\_\_  
 Contact Name \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact Phone \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Contact Email \_\_\_\_\_

**EXHIBIT B**

**Palmer Engineering Statement of Qualifications**

Response to Request for Proposals

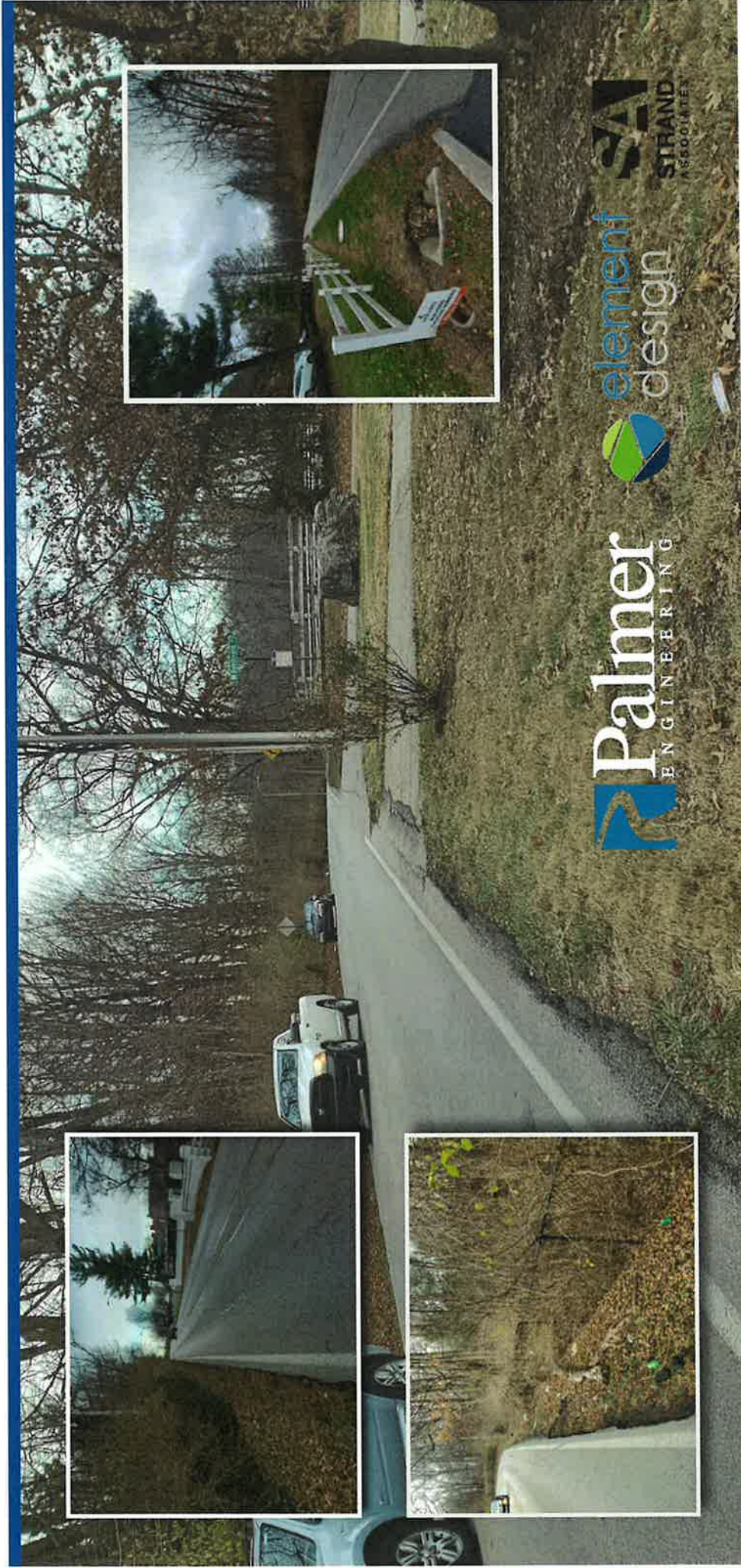
# RFP #63-2022 - Design of Mason Headley Multimodal Improvements

Lexington-Fayette Urban County Government



LEXINGTON

December 21, 2022

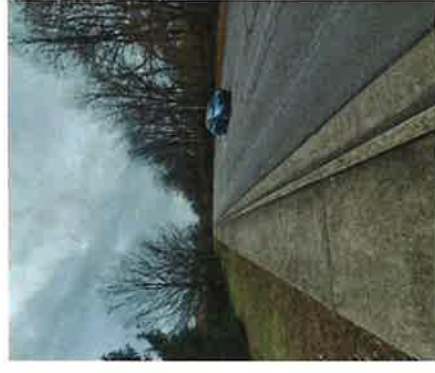
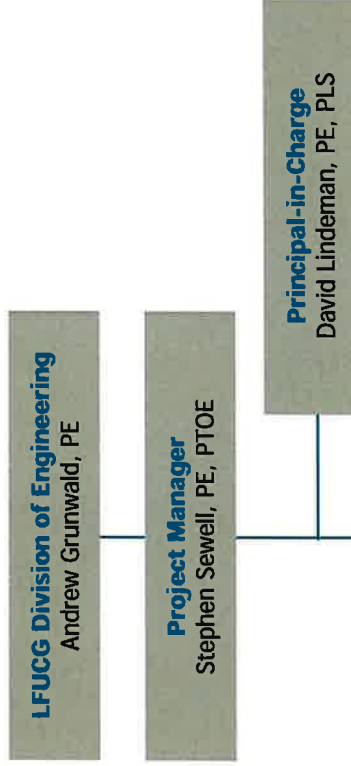




**LEXINGTON**

# Project Team Organizational Chart

## RFP #63-2022 - Design of Mason Headley Multimodal Improvements



<p><b>Roadway Design</b> Anthony Damron, PE Chase Wright, PE (Strand)</p> <p><b>Bike/Pedestrian Facilities</b> Stephanie Blain, PE, LEED AP Matt McMackin, PE, PLS (Strand) Ramona Fry, RLA, ASLA (Element*)</p> <p><b>Maintenance of Traffic</b> Kevin Damron, PE Anthony Damron, PE</p> <p><b>Right of Way and Easements</b> Matt McMackin, PE, PLS (Strand) Kelly Whittington, PLS Keith McDonald</p> <p><b>Signal Modification</b> Chris Mischel, PE, LEED AP, CPESC Dawn Shroyer</p> <p><b>Bidding/Construction Assistance</b> Chase Wright, PE (Strand) Stephen Sewell, PE, PTOE</p> <p><b>Construction Inspection</b> Matt Arlinghaus, PE Charles Morton, EIT Zach Reichert, PE Abagael Michalski, PE (Strand)</p>	<p><b>Drainage Design</b> Travis Mullins, PE, CPESC John Pike, EIT Matt McMackin, PE, PLS (Strand)</p> <p><b>Utility Coordination</b> Stephanie Blain, PE, LEED AP Kevin Damron, PE</p> <p><b>Survey</b> Kelly Whittington, PLS Craig Palmer, PLS</p> <p><b>KYTC/School Coordination</b> Billie Motsch, PLA (Element*) Stephen Sewell, PE, PTOE</p> <p><b>Streetscape Design</b> Billie Motsch, PLA (Element*) Ramona Fry, RLA, ASLA (Element*)</p> <p><b>Cost Estimates</b> Liz Piper, RLA (Element*) Billie Motsch, PLA (Element*)</p> <p><b>Public Involvement</b> Stephen Sewell, PE, PTOE Chase Wright, PE (Strand)</p> <p><b>CADD</b> Dawn Shroyer Charles Morton, EIT, LSIT</p>
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\* MBE Firm



# Stephen Sewell, PE, PTOE

## Project Manager



**Experience**  
23 years

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

**Registrations**  
PE--KY-24030-2004  
PTOE--National-2215-2007



*"Developing a solution on paper is critical but working with the contractor and local government is essential on these projects."*

Stephen joined **Palmer Engineering** in 1999 and was named a principal and vice president in 2016. He has developed trails for multiple clients including LFUCG, and he has developed a reputation for quick responsiveness on projects with limited funding and those with accelerated or tight schedules. Stephen is one of the original LPA consultants on the KYTC Statewide LPA Services contract and has managed Palmer's LPA contracts since inception of the program in 2012, which has resulted in approximately 50 projects for various local governments. He understands the requirements and can assist local governments in completing projects on schedule. Project experience includes:

**Versailles Road, Fayette County, KY for LFUCG** - Project Manager for multi-model improvements between Parkers Mill Road and Mason Headley Road. The project includes streetscape, raised median, buffered bike lanes and sidewalks. Assisted with construction administration and visited the site multiple times to answer questions and make revisions.

**Pear Orchard Road, Hardin County, KY for City of Elizabethtown** - Project Manager for a Corridor Study to develop an alignment for the future improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The project also involves development of design guidelines for the corridor addressing street design, sidewalks, bike lanes, and streetscape. Project Manager for Phase II final design, which included reconstructing the Pear Orchard Road approaches with an urban curb-and-gutter typical, designing storm sewer systems, and incorporating sidewalks and a shared-use path to connect to the existing pedestrian/bicycle facilities along Ring Road. Currently completing final design for the remaining 1.2 miles of Pear Orchard NW. The design tasks include survey, deed research, roadway design, and construction bid documents. The final design includes curb and gutter with sidewalks and storm sewer.

**KY 1448--Maple Leaf Road, Mason County, KY for KYTC** - Project Engineer for roadway redesign of a 1.6-mile stretch of Maple Leaf Road, beginning at KY 9 and running North to US 62. The road services three Mason County Schools, a Boys' and Girls' Club, and the local YMCA, which results in heavy foot and bike traffic. The project included access management features--the addition of sidewalks, multi-use paths, and a continuous left-turn lane. Project responsibilities included traffic simulations using VISSIM for peak hours during school dismissal, traffic forecasting, and bike/pedestrian facilities.

**KY 213, Powell County for Powell County Fiscal Court and KYTC** - Project Manager for overseeing the development of the 30 mph and 40 mph alternatives and led the development of KYTC's first virtual public meeting to gain public input regarding the design alternatives. KY 213 serves as a connection between the rural southern portion of Powell County and the town of Stanton. This rural major collector is marked by its sharp horizontal and vertical geometry as it follows the rolling terrain, and also by its lack of pedestrian facilities. The Reed Industrial Park is located along KY 213 just south of the Mountain Parkway, and it is nearly fully developed. The Manning Industrial Park is planned to be constructed to the south of the Reed Industrial Park, which will lead to more commercial development. Provided Phase I design from the Reed Industrial Park to Sons Road and incorporated sidewalks to improve pedestrian mobility. KY 213 will be reconstructed as a 3-lane facility at least to the proposed Manning Industrial Park entrance.

**North Green River Road, Henderson County, KY for City of Henderson and KYTC** - Project Manager for 0.6 mile of pavement rehabilitation and roadway widening to include curb and gutter and a multi-use path. Pavement rehabilitation design was critical in plan development because of trucks using the route to haul waste material to the landfill. Developed roadway and right-of-way plans and coordinated utility relocations. Assisted the City of Henderson in acquiring Right of Way and Easements. Developed bid documents for a construction letting, and provided monthly progress meetings on site.

**Old Todds Road, Fayette County, KY for LFUCG** - Project Engineer for sidewalk design and installation along the north side of Old Todds Road in Lexington, KY.

**Meadow Lane Intersection Improvements, Lexington, KY for LFUCG** - Project Manager for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired.

## Chase Wright, PE

### Roadway Design; Public Involvement



**Experience**  
15 years

**Education**  
BS, Civil Engineering

**Registrations**  
KY-PE



Chase will serve as a Roadway Engineer for this project. He began his career on urban highway reconstruction projects involving roundabout retrofits with multimodal conversions. Chase has since proceeded to become an expert in LPA project delivery through his work on urban roadway corridors and trail facilities with an emphasis on complete streets and traffic related infrastructure.

**KY 1927 (Liberty Road), Fayette County, KY** - Chase is serving as the Lead Design Engineer for this 1.2-mile roadway reconstruction project. The project includes widening an existing 2-lane rural typical section to 5-lanes for improved capacity while modernizing the roadway to include bike and pedestrian facilities.

**US 27 (North Broadway), Fayette County, KY** - Chase is serving as the Lead Design Engineer for this project to upgrade the existing rural roadway typical section to an urban section, increase the horizontal and vertical clearance, and provide a new storm sewer collection and conveyance system with a redirected outfall. Efforts included alternatives analysis, access management, drainage, cross sections, utility relocation reviews, maintenance of traffic and constructability reviews, and bicycle and pedestrian facilities improvements.

**KY 1681 and Town Branch Trail, Fayette County, KY** - Chase was project manager and lead design engineer for the \$4 million segment that traverses Lexington's industrial and entertainment corridor. The project included a 1-mile recreational trail with parallel roadway reconstruction, culvert extension, signalization, and pedestrian and bicycle facility improvements.

**Town Branch Commons Corridor Reconstruction, Fayette County, KY** - Chase was the Lead Design Engineer for Zone 7 improvements along US 25/KY 922 (Newtown Pike) from Manchester Street to Fourth Street. This \$2 million TIGER-Funded improvement completed the connection between the Town Branch and Legacy Trail as a connector path. Roadway reconstruction was required to allow the path to be constructed along the east side of Newtown Pike which included partial roadway reconstruction.

## Travis Mullins, PE, CPESC

### Drainage Design; Cost Estimates



**Experience**  
16 years

**Education**  
University of Kentucky  
MS, Civil Engineering, 2012  
BS, Civil Engineering, 2006

**Registrations**  
PE--KY-27686-2010  
CPESC--National-5643-2010



Travis joined **Palmer Engineering** in 2006. He is considered an expert in geometric design, and drainage development. He has developed a well-rounded set of skills and responsiveness by working on fast-paced, continuously evolving urban projects. Travis brings adaptability and outside-the-box design concepts to our Palmer team. He is very skilled at understanding the real-world implications of design decisions and utilizing that information to implement the appropriate design for each project. Project experience includes:

**Wilson Downing Road, Fayette County, KY for LFUCG** - Project Engineer for four segments of sidewalk design and installation along the north and south side of Wilson Downing Road. Project includes curb and gutter, drainage improvements, and coordination with a separate project that will partially replace the bridge along Wilson Downing Road near Tates Creek Center Drive.

**Meadow Lane Intersection Improvements, Lexington, KY for LFUCG** - Project Engineer for roadway improvements along Meadow Lane to add left-turn lanes along both approaches to New Circle Road. The project eliminated all permanent right-of-way acquisition and reconstructed all sidewalks and business entrances. Survey and utility coordination and KYTC encroachment permits were acquired.

**Old Todds Road, Fayette County, KY for LFUCG** - Project Engineer for sidewalk design and installation, curb and gutter installation, and drainage improvements along the north side of Old Todds Road.

**West Loudon Avenue, Fayette County, KY for LFUCG** - Project Engineer for 0.22 miles of West Loudon Avenue roadway reconstruction from North Broadway to North Limestone. Project includes curb and gutter, drainage improvements, raised medians, sidewalks, and on-street parking.



## Matthew Arlinghaus, PE

### Construction Inspection



**Experience**  
21 years

**Education**  
University of Kentucky  
BS, Civil Engineering, 2001

**Registrations**  
PE--KY 24256-2005; 1 other state

Matt joined **Palmer Engineering** in October 2019 as a Project Manager in Palmer's Northern KY office. He manages Construction Engineering Services on Palmer projects. Project experience includes:

**Cincinnati/Northern Kentucky International Airport (CVG)--Ted Bushleman Blvd. Improvements for the Kenton County Airport Board (KCAB)** - Construction Manager for an LPA project that includes widening 0.65-mile of the existing rural roadway to a five-lane urban section between Houston Road and Aero Parkway. Supervise construction activity by contractors and inspection activity of Palmer employees and sub-consultants for testing and sampling; Coordinate utility relocations within the construction contract; Review and submit pay requests and change orders to CVG and KYTC; Ensure compliance with CVG and KYTC specifications.

**CVG--Loomis Road Rehabilitation for the Kenton County Airport Board (KCAB)** - Provided Construction Administration for final design of a 0.25 mile pavement rehabilitation project. The project was accelerated and delivered to bid in 63 days from assignment to meet the opening of the new Consolidated Rental Car Facility.

**KY 15--Sidewalk, Wolfe County, KY for Wolfe County Fiscal Court** - Construction Manager; Supervised construction activity to ensure compliance with project design and KYTC specifications. Daily reports and observation along with approval of pay estimates submitted by the contractor, Frederick and May Construction Co., Inc. Project includes relocation of sanitary sewer, construction of storm sewer, curb and gutter, and sidewalk to provide safer pedestrian access along KY 15 in Campton.

#### Construction Training Registrations/Certifications include:

Asphalt Paving Best Practices	US DOT- IATA HazMat Certification	Work Zone Traffic Control Technician
Grade and Drain--Level I	Nuclear Gauge Safety	Work Zone Traffic Control Supervisor
ACI Concrete Field Testing Technician--Grade I	OSHA Training	
KYTC Work Zone Traffic Control Supervisor Qualification	Construction Radiation Safety Training	
KEPSC Roadway Inspector Course	KY Aggregate Sampling Technician	
Basic Work Zone Traffic Control and Flagger Qualification		

## Zach Reichert, PE

### Construction Inspection



**Experience**  
8 years

**Education**  
University of Louisville  
BS, Civil / Environmental Engineering, 2016

**Registrations**  
PE--KY 35985-202

Zach joined **Palmer Engineering** in October 2019 after working at KYTC District 6 for five years. Project experience includes:

**I-275 Pavement Rehabilitation, Boone County, KY for KYTC** - Managed and supervised the \$30,000,000 existing full-depth concrete tear-out and asphalt-rebuild of entire roadway including four travel lanes and shoulders. This project included multiple exit ramps to I-75 as well as US-25. Worked as project manager overseeing four inspectors and coordinating with prime contractor and many subcontractors to maintain strict timeline.

**I-75 Auxiliary Lane, Boone County, KY for KYTC** - Project Manager for beginning phases of \$30,000,000 auxiliary lane construction on Northbound I-75. To facilitate the new auxiliary lanes, several culverts were extended along with extensive earthwork being performed. Oversaw three inspectors as well as worked with contractors to keep the project on pace; Responsible for all inspector reports and contract payments.

**Cincinnati/Northern Kentucky International Airport (CVG)--Loomis Road Rehab** - Oversaw all aspects of construction administration for the project. The project included pavement rehab of existing roadway, installing curb and gutter, and updating existing lighting. Construction administration on this project includes tracking bid items, quantities, and material testing for all items on the project. Worked with contractors on pay apps for processing of payment of prime and sub-contractors.

#### Construction Training Registrations/Certifications include:

ACI Level 1	HazMat Certification	Work Zone Traffic Control Technician
Aggregate Sampling Technician	Nuclear Gauge Safety	Work Zone Traffic Control Supervisor
Aggregate Technician	OSHA Training	
Asphalt Field Technician	Pavement Marking Inspection Technician	
Grade and Drain Level 1	Structures Level 1	
Grading Technician Level 1	Superpave Mix Design Technologist	



# Lexington Roadway Improvement Projects

## Versailles Road, Fayette County, KY

### Fayette County Public Schools Traffic Study

**Project Manager**  
Stephen Sewell, PE, PTOE

**Common Team Members**  
Stephen Sewell, PE, PTOE  
David Lindeman, PE, PLS  
Stephanie Blain, PE, LEED AP  
Travis Mullins, PE  
Kelly Whittington, PLS

**Agency**  
LFUCG  
Mark Fiebes  
859-258-3430

**Fayette County Public Schools**  
Melinda Joseph-Dezarn

**Dates**  
2017-Present



#### Project Description

Versailles Road, Lexington, KY

The Versailles Road Corridor serves as a gateway to downtown Lexington from the western portion of Fayette County. The project involves implementation of the first two sections of the Versailles Road Corridor as described in the corridor study: Parkers Mill to Mason Headley Road. Section 1 extends from Parkers Mill Road to Village Drive, and Section 2 extends from Village Drive to Mason Headley. This project includes development and implementation of streetscape elements for the section of roadway from Parkers Mill to Mason Headley Road. Improvements include illuminated street signs, replacing curbs, buffered bike lane, landscaped median, decorative lighting, designated spaces for public art, benches, trash receptacles, wayfinding and directional signage, and specialty pavement at crosswalks.

A gateway entrance will be created at the Intersection with Alexandria that will incorporate the heritage of the corridor. The project included coordination with property owners and utility companies to minimize impacts to the cemetery and electric transmission lines adjacent to the right of way. The project required coordination with KYTC District 7 staff for the preliminary and final plans.

Fayette County Public Schools Traffic Study, Lexington, KY

The Fayette County Public School System selected the Webb Property at the corner of Versailles Road and Mason Headley Road for the site of two new schools. To determine the traffic impacts, Palmer Engineering performed a detailed traffic study that included AM and PM turning movement counts at five intersections along Versailles Road and Mason Headley Road. The traffic expected to be generated by the schools was distributed to the roadway network and traffic analysis was completed using HCS software. The study recommended left and right turn lanes into the site along with eliminating left turns to the access point on Versailles Road. The study also recommended separate ingress and egress locations to improve site circulation and increase queue storage.

#### Project Similarities

- Urban Roadway Design
- Intersection Analysis
- Sidewalk Design
- Aesthetic Enhancements
- Bicycle and Pedestrian Facilities
- Streetscape
- KYTC Coordination
- Intersection Design
- Utility Coordination
- Survey
- Drainage/Stormwater
- Environmental Document
- Right-of-way Coordination
- Public Involvement





# Three-Lane Urban Roadway Projects

## US 460, Scott County, KY

## KY 1448, Mason County, KY

## KY 213-Furnace Road, Powell County, KY

### Project Managers

Jeff Cowan, PE  
David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE

### Common Team Members

David Lindeman, PE, PLS  
Stephen Sewell, PE, PTOE  
Travis Mullins, PE, CPESC  
Kevin Damron, PE  
David Waldner, PE  
Kelly Whittington, PLS  
Craig Palmer, PLS

### Agency / Client Contact

KYTC District 7  
Joshua Samples; 859-246-2355

### KYTC, District 9

Joe Callahan; 606-845-2551

### Powell County Fiscal Court

James Anderson, Judge Executive  
606-663-2834

### Dates

2003-2016  
2010-2015  
2019-Present

### Project Elements

- School Turn Lanes
- Intersection Analysis/Design
- Minimize Property Impacts
- Maintenance of Traffic
- Improvement Along Existing Corridor
- Survey
- Typical Section
- Pedestrian Facilities
- Drainage
- Utility Coordination
- Environmental Services

### Project Description

#### US 460, Scott County

The western half of the project begins at KY 227 and ends at US 460B, Georgetown Bypass. The existing corridor widens to the south to avoid historically sensitive rock walls, an elementary school, and possible sinkhole involvement. A hybrid 3-lane rural/urban typical was developed to fit within the historic context of the Ward Hall property. The hybrid 3-lane rural/urban typical section involved improvement of both the vertical and horizontal alignment and some unique drainage considerations to minimize impacts off right of way.



#### KY 1448, Mason County

The KY 1448 corridor was plagued by congestion caused by cut-through traffic during peak hours and the Mason County Schools located along the route. The roadway had a minimal typical section with numerous horizontal and vertical deficiencies.



Palmer developed two alternatives along the corridor horizontally and vertically. With an existing ADT of 5,000 vpd and a design year ADT of 8,800 vpd, a three-lane urban typical section was selected. A multi-use path was selected to follow the eastern side of the roadway to provide a separated travel way for both bicyclists and pedestrians.

#### KY 213--Furnace Road, Powell County

KY 213 serves as a connection between the rural southern portion of Powell County and the town of Stanton. This rural major collector is marked by its sharp horizontal and vertical geometry as it follows the rolling terrain, and also by its lack of pedestrian facilities.



Palmer was selected by the Powell County Fiscal Court, to provide Phase I design from the Reed Industrial Park to Sons Road. The goals of the project are to incorporate sidewalks to improve pedestrian mobility, and to reconstruct KY 213 as a 3-lane facility to the proposed Manning Industrial Park entrance. During the design, Palmer balanced the objectives of improving the roadway's geometric deficiencies and improving the typical section with the constraints of limiting utility and right-of-way impacts, and keeping the road open during construction.



# Urban Roadway Projects

## Green River Road, Henderson County, KY

## Pear Orchard Road, Hardin County, Elizabethtown, KY

## Commerce Drive, Hardin County, Elizabethtown, KY

**Project Manager**  
 Stephen Sewell, PE, PTOE

**Common Team Members**  
 Stephen Sewell, PE, PTOE  
 David Lindeman, PE, PLS  
 Travis Mullins, PE, CPESC  
 Craig Palmer, PLS  
 Kelly Whittington, PLS

**Agency**  
 KYTC District 2  
 Nick Hall  
 270-824-7080

**Edward Poppe**  
 City of Elizabethtown  
 270-765-6121

**Dates**  
 2012-Present

### Project Description

Green River Road, Henderson County, Henderson, KY  
 This project begins at the intersection of Osage Drive and North Green River Road in Henderson, KY, and extends approximately one-half mile to the intersection of Woodspointe and North Green River Road. The project was performed under the KYTC LPA General Services contract, and Palmer provided roadway design, conventional ground survey, engineering, and developed right-of-way plans. Palmer assisted the City of Henderson in providing right-of-way acquisition and utility coordination, as well as construction engineering / construction administration during the construction phase.

North Green River Road serves as a local street that connects residential neighborhoods and provides access to the area landfill when the Ohio River reaches flood stages and requires road closures. The existing roadway had narrow lanes and no shoulders, which discouraged bike and pedestrian use within the residential neighborhood. Palmer Engineering developed 2 typical sections for the public to provide input at a public meeting and they supported the decision to implement a multi-use path rather than on-street bike lanes and sidewalks. The public believed this strategy provided a safer facility for the users, and the construction cost was less. The proposed project widened the existing lanes to 12 feet, installed curb and gutter, improved drainage, and provided a multi-use path in front of the residences.



### Pear Orchard Road, Hardin County, Elizabethtown, KY

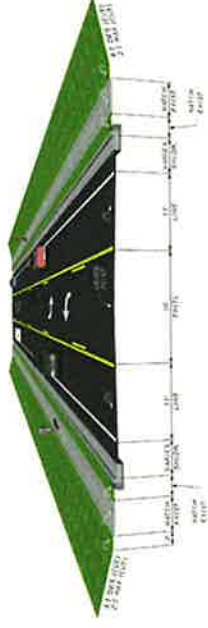
The Pear Orchard Road project involved a Corridor Study to develop an alignment for the future improvement of Pear Orchard Road Northwest and the Pear Orchard Road corridor in the northeast sector of Elizabethtown. The corridor connects Ring Road (KY 3005) and the North Dixie Avenue (US 31W) corridor, the highest volume commercial area in the region. The project also involved development of transportation design guidelines for the corridor addressing street design, sidewalks, bike lanes, and streetscape while setting parameters for access control along the corridor, as well as evaluated potential public utility upgrades along the corridor. The Pear Orchard Road / Ring Road Intersection was selected as a break-out project to provide a quick-win spot improvement along the corridor.

### Commerce Drive, Hardin County, Elizabethtown KY

The Commerce Drive project involves a Corridor Study to develop an alignment for the expansion of Commerce Drive between US 31W and US 62 in eastern Hardin County. The three-lane curb and gutter segment with sidewalk and multi-use path will provide a connection the proposed amphitheater and open up development land to support the city project. The project includes 2 single lane roundabouts and the multi-use path will connect to a bigger project linking the lake and downtown Elizabethtown. The project is in the preliminary stages and will be constructed in 2024.

### Project Similarities

- Utility Coordination
- Survey
- Drainage/Stormwater
- Environmental Document
- Aesthetic Enhancement Facilities
- Bicycle and Pedestrian Facilities
- Urban Roadway Design
- LPA/KYTC Coordination
- Intersection Traffic Analysis





# Project Approach

## RFP #63-2022, Design of Mason Headley Multimodal Improvements

### INTRODUCTION

The property at the corner of the Mason Headley and Versailles Road Intersection has been owned by Lexington Real Estate developer Dudley Webb for many years. This undeveloped tract of land included a large house, but with the sale to the Fayette County Public Schools (FCPS), it will be the future location of two new schools (STEM and Elementary).

The Palmer Team has been assisting the FCPS with the needed improvements to accommodate the additional traffic that will be attracted to the area. As part of this, we have base survey information that has already been completed and is ready to use following a notice to proceed with the design.

As part of the Traffic Study and Conceptual Site Plan development, our understanding of this site is unmatched and will provide the Division of Engineering with background and knowledge of traffic flow and site layout for the design of turn lanes and roadway improvements. We recently completed the Versailles Road Improvements that developed improvements for the Mason Headley Intersection but were eliminated due to funding cuts but can be referenced so that they are not precluded with a future Versailles Road project.

### PROJECT TEAM

Palmer Engineering has assembled a talented

team of Engineers, Landscape Architects, and Surveyors with extensive experience working with the LFUGG Engineering Division. The Palmer Team has developed a reputation for developing solutions that minimize impacts, providing quality customer service to the project manager, and taking the extra step to ensure that details are not missed.

*Stephen Sewell, PE, PTOE*, will serve as Palmer Engineering's Project Manager for the Mason Headley Project. He has been the project manager for multiple LFUGG projects ranging in size from the James Lane Culvert Replacement Project to the multi-million dollar Versailles Road Streetscape Project. He has developed over 75 local government/LPA projects throughout Kentucky that involved improvements for existing and proposed schools. His understanding of the KYTC LPA guide is unmatched, and he has been the project manager of Palmer's statewide LPA contract since 2012. Each of these LPA projects had tight budgets, so developing solutions that salvaged the existing pavement, were within the right of way, and minimized utility impacts was key to each project.

Stephen has served as Project Manager for various other LFUGG projects, including Meadow Lane widening and the expedited Wilson Downing Bridge Repair Project. He has also served as project manager for multiple LFUGG trail and sidewalk projects with tight design timeframes and limited construction budgets.

*Anthony Damron, PE*, and *Chase Wright, PE*, will assist Stephen with the roadway design. Anthony has led the design of multiple school safety

projects and recently completed the roadway plans for nine emergency bridge replacement projects in Eastern Kentucky that were designed and let to construction in less than 14 days. Chase has led multiple LFUGG projects and will provide QA/QC and coordinate property ownership and required easements.

*Billie Motsch, RLA*, and *Ramona Fry, RLA*, will serve as our WBE, coordinate the school plans, and assist with the bike/pedestrian facilities along this segment. The connectivity to the school facilities will be beneficial as we design the improvements and understand how buses and drop-off circulation will occur. FCPS anticipates tree planting along the roadway to maintain consistent corridor aesthetics so that they will review plans for coordination.

*Travis Mullins, PE, CPESC*, and *John Pike, EIT*, will assist with the drainage analysis for the storm sewer required along the route. Since its inception, Palmer has been selected by KYTC for the statewide drainage contract and is relied on for drainage expertise on critical projects. The storm sewer drainage analysis will be critical to ensure proper pipe sizes are developed and that water discharge is not increased due to the age of the infrastructure in this area. The shallow



ditches along the corridor will likely require drop box inlets in the yards, similar to the Wilson Downing and Old Todds Road Sidewalk projects that Palmer designed.

*Stephanie, Blain, PE, and Kevin Damron, PE, will assist with the utility coordination and maintenance of traffic design. The location of utilities will likely require multiple site visits with each company to determine locations similar to the Versailles Road project. During the site visit, we noticed that gas, water, and electric for the street lights had been marked in the field. Impacts will likely occur, and coordination will be needed to get the lines relocated out of the project limits, but our team will work to minimize the impacts of these facilities.*

Kevin will also lead the development of maintenance of traffic activities to ensure that access for the residents and commuters is impacted in the least amount possible. Keeping the proposed grades as close to existing as possible and widening to one side is the optimal way to construct the project with only a surface overlay of the existing pavement.

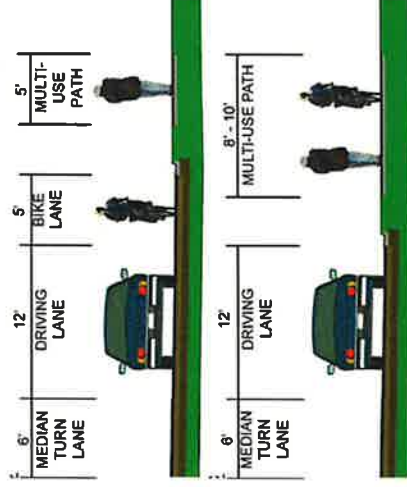
## PROJECT SITE DISCUSSION

While visiting the site and brainstorming ideas of how to design and construct the improvements, our team identified the following issues and potential solutions for the project.

### Typical Section

The widening of Mason Headley Road, approximately 0.5 miles, will have multiple complexities due to the limited right of way along the Cardinal Hill side of the roadway. The dedicated right of way along the FCPS property will minimize the impacts on the parcels and allow the project to be expedited. A curb and gutter section will be used for this segment of the project and enable the roadway drainage to be collected and a

sidewalk to be constructed on both sides of Mason Headley. As part of the preliminary design phase, we will evaluate the addition of bike lanes along Mason Headley Road and explore using a multi-



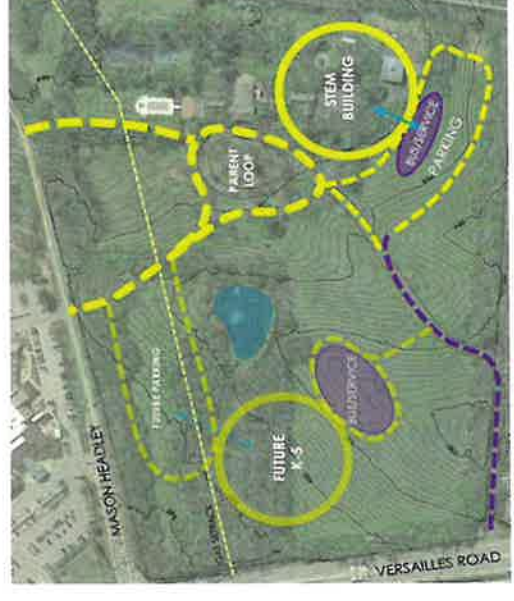
use path that transitions to the roadway pavement at the end of the project. It is anticipated that bike lanes along this route would accommodate commuter traffic, but a multi-use path could potentially serve the school visitors. Palmer has implemented this on the KY 1448 project in Mason County and the US 460 project in Scott County, both adjacent to school campuses. The team can evaluate this concept's potential cost savings, thinner asphalt section, and its connection to the buffered bike lane along Versailles Road that the Palmer Team designed.

An additional cost savings measure will be to compare the impacts of 11-foot versus 12-foot driving lanes. The 11-foot lanes provide an equal safety alternative that reduces construction costs and property impacts. With buses using this area, the team can decide if the cost savings and impacts are worth the reduction in lane width. As part of the preliminary design, we would also evaluate providing a flatter radius near Duntreath Drive to meet the 35mph speed limit.



## Traffic Circulation

As with all schools, traffic congestion is expected to be higher during the arrival and dismissal, so during the study, a plan was developed to provide a separate dedicated entrance and exit. By separating the traffic, more queuing can occur within the site, and drivers would not be conflicting during the drop-off or pick-up times. The entrance across from Cardinal Hill will serve the entering traffic and have left and right turn lanes along Mason Headley Road, while the other roadway will serve as an exit location with a left and right turn lane on the school approach. The location, combined with removing a few trees, will provide



adequate sight distance to improve safety and reduce the chance of another fatality in this area.

As part of the study, left turns from Versailles Road will be eliminated from the gated access to the property. The Versailles Road entrance will serve mostly buses entering the site via a right turn. This circulation pattern will force all 450 passenger cars vehicles to the Mason Headley access points, so developing turn lanes with adequate length will be critical to the successful design.

### **Maintaining Traffic**

The construction phasing of this project will be critical to accommodate the volume of traffic that uses this route each day to access the University of Kentucky Campus and businesses along Nicholasville Road. During the Versailles Road Project and FCPS Traffic Study, we collected traffic counts that showed that approximately 500 vehicles traveled in each direction during the AM and PM Peaks. With the majority of widening being completed on one side of the roadway, traffic can be shifted slightly to one side to provide space to widen the roadway. Cardinal Hill access could temporarily be closed along Mason Headley to provide additional pavement since they have two additional access points along Versailles Road. Once the widening is complete, traffic can be shifted to the newly constructed pavement, and construction activities can be completed on the Cardinal Hill side of the roadway.

### **Utility Impacts**

When driving the corridor, you first notice that there are no overhead utilities along this segment of Mason Headley Road. Water and gas appear to be on opposite sides of the road but cross the road to serve the users and to regulator stations. Early identification and location of all utilities during the Preliminary design phase will help to compare alternatives, minimize impacts, and

estimate relocation costs so that the project can stay within budget.

### **PERMITTING/ROW ACQUISITION**

Palmer Engineering has developed multiple environmental documents for LFUCG and KYTC for projects, including Town Branch Trail. The environmental document on this project is anticipated to be a CE Level 1, and *David Waldner, PE*, will lead this effort.

Palmer staff has the prequalification and local staff to acquire the easements needed for the roadway improvements. *Keith McDonald* will lead this effort if required. With over 30 years of experience, including being Director of Right of Way for KYTC before retirement, he understands the federal requirements for LPA Projects.

### **CONSTRUCTION INSPECTION**

Our team has the ability to provide inspection services for this project if the city needs to have a person on site during construction activities. *Matt Arlinghaus, PE*, will coordinate these activities and has the required certifications. Matt retired from KYTC and inspected numerous routes during his 20+ year employment. Since joining Palmer he has overseen the daily activities at Loomis Rd, Ted Bushleman Blvd, KY 15 Sidewalks in Stanton, and currently on Weaver Rd in Florence. Our team of inspectors also includes *Zach Reichert, PE*, who also served as a KTYC resident Engineer and as the project manager for the I-75 widening project. *Charles Morton, EIT*, in our Lexington office would serve as entry level inspector and *Abagael Michalski, PE*, (Strand) will provide capacity to the team if needed. As with other project Stephen Sewell will also be available to go to the site and resolve questions as he did on Versailles Road and Southland Drive.

### **SCHEDULE**

Stephen and his team of engineers understand the requirements and responsibilities LFUCG has added to recent advertisements. He understands the importance of getting this project to construction before FCPS opens the school. With only 30% of our Team resources allocated over the next 12 months, we have the resources and proven ability to deliver this project.

### **Why Select the Palmer Team**

We appreciate the Selection Committee's consideration of this proposal. We are excited to partner with LFUCG for the successful completion of this project and believe our team provides several unique and distinctive advantages, including:

- A history of developing solutions to meet the needs of the project within budget.
- Previously developed the preliminary layout and traffic study for the school site and Versailles Road Improvements.
- Excess capacity to complete the work within or ahead of the desired schedule.
- Palmer Engineering can complete all required services with in-house staff, including right-of-way acquisition, environmental permitting, and construction inspection.
- A commitment that the majority of work will be completed by staff in Lexington and Fayette County Residents.

We appreciate the opportunity to present our professional qualifications. With our selection, we are confident we can demonstrate the technical competence and capabilities to ensure another successful project with LFUCG.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor



union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. *The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”*

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award*

*covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(i). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.



A handwritten signature in blue ink, appearing to read "SA Smith", is written over a horizontal line.

Signature

12/21/22

Date

## AFFIDAVIT

Comes the Affiant, Stephen Sewell, PE, PTOE, and after being first duly sworn, states under penalty of perjury as follows:

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

**Continued on next page**

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

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Stephen Sewell, PE, PTOE on this the 21st day

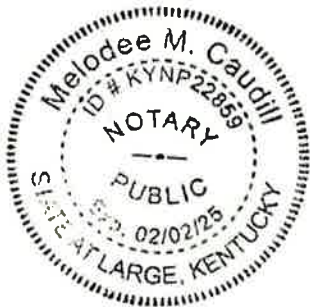
of December, 2022.

My Commission expires: 02/02/25



ID KYNP22859

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

Palmer Engineering

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

---



**WORKFORCE ANALYSIS FORM**

Name of Organization: Palmer Engineering

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	7	7														7	
Professionals	47	43	3											1		44	3
Superintendents																	
Supervisors	5	5														5	
Foremen																	
Technicians	34	24	8			1				1						26	8
Protective																	
Para-																	
Office/Clerical	8		8														8
Skilled Craft																	
Service/Maintena																	
<b>Total:</b>	101	79	19			1				1				1		82	19

Prepared by: Kim Warren, CPA - CFO Date: 12 / 20 / 22

*(Name and Title)*

*Revised 2015-Dec-15*

Firm Submitting Proposal: Palmer Engineering

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

Contact Name: Stephen Sewell Title: Vice President

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

Email address: ssewell@palmernet.com



**LFUCG MWDBE PARTICIPATION FORM**  
**Bid/RFQ/Quote Reference # 63-2022**

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 Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Element Design Ramona Fry 366 South Broadway Lexington, KY 40508 Phone: 859-389-6533 ramona@element-site.com	WBE	Landscape Plan; Cost Estimates; Bike/Ped Facilities; KYTC/ School Coordination	TBD	10%
2.				
3.				
4.				

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

Palmer Engineering  
**Company**

  
**Company Representative**

12/21/22  
**Date**

Vice President  
**Title**



**MWDBE QUOTE SUMMARY FORM**  
**Bid/RFQ/Quote Reference #** 63-2022

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.


<b>Company Name</b> Palmer Engineering	<b>Contact Person</b> Stephen Sewell, PE, PTOE
<b>Address/Phone/Email</b> 301 East Main Street, Suite 900 Lexington, KY 40507 859-389-9293; ssewell@palmernet.com	<b>Bid Package / Bid Date</b> 63-2022 / 11/28/2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
366 South Broadway Lexington, KY 40508	Ramona Fry	859-389-6533 ramona@element-site.com	11/28/22	Landscape Plan Cost Estimates Coordination	email	TBD - 10% of Design total fees	Female	No

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

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

Palmer Engineering  
 Company  
12/21/22  
 Date

  
 Company Representative  
Vice President  
 Title

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFQ/Quote # 63-2022

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

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

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

       Attended LFUCG Central Purchasing Economic Inclusion Outreach event

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

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

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

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

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

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

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

  X   Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

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

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

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

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

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

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

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

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

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

Palmer Engineering

Company

12/21/22

Date



Company Representative

Vice President

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 proposal, 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 proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. **Additional Information:** While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this 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 proposal. 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 Proposal.
12. **Cancellation:** If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

**A. Termination for Cause**

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



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

#### B. At Will Termination

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

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

be signed by a duly authorized officer, agent or employee of the Respondent.

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

12/21/22

Date

January 2, 1986  
Revised/Updated January 3, 2022

# PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN

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

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

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

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

PALMER ENGINEERING COMPANY



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David Lindeman, President

January 2, 1979  
Revised January 3, 2022

## NOTICE

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

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

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

PALMER ENGINEERING COMPANY



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David Lindeman, President

**EXHIBIT C**

**Certificates of Insurance**





**EXHIBIT D**

**LFUCG - Palmer - Engineering Services Fee Proposal**

**April 7, 2023**



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

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**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Apr 7, 2023	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	
<b>PROJECT:</b>	Palmer Engineering				
<b>DESC:</b>	Mason Headley Improvements				

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	123	123	\$ 52.38	\$ 6,442.74
PRELIMINARY LINE AND GRADE	205	205	\$ 58.33	\$ 11,957.65
UTILITY COORDINATION	4	4	\$ 58.33	\$ 233.32
RIGHT OF WAY PLANS	40	180	\$ 58.33	\$ 10,499.40
FINAL PLAN PREPARATION	397	397	\$ 58.33	\$ 23,157.01
MEETINGS	38	38	\$ 68.13	\$ 2,588.94
PUBLIC INVOLVEMENT	31	31	\$ 68.13	\$ 2,112.03
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>838</b>	<b>978</b>	<b>\$ 58.27</b>	<b>\$ 56,991.09</b>

<b>OVERHEAD ( 178.01 %)</b>	\$ 101,449.84
<b>PROFIT ( 15.00 %)</b>	\$ 23,766.14
<b>COST OF MONEY ( 0.21 %)</b>	\$ 119.68

DIRECT COSTS	AMOUNT
see attached	\$ 9,076.65
<b>TOTAL DIRECT COSTS</b>	<b>\$ 9,076.65</b>

SUBCONSULTANTS	AMOUNT
Strand Associates	\$ 109,230.74
Element Design	\$ 30,240.00
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ 139,470.74</b>

<b>TOTAL FEE</b>	<b>\$ 330,874</b>
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\*Rounded to the nearest dollar

**SECTION 3: SIGNATURE**

<b>FIRM NAME: Palmer Engineering</b>		<b>SIGNED BY: Stephen Sewell</b>	
	Vice President	3/30/2023	
CONSULTANT SIGNATURE	TITLE	DATE	
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE	

**CLASSIFICATIONS AND PERCENTAGES FOR DESIGN**

**CONSULTANT**

Palmer Engineering

**Escalation:**

Estimated Notice to Proceed: 3/1/2023  
 Estimated End of Project: 7/1/2024  
 midpoint: 10/31/2023

**COUNTY** Fayette

**PROJECT** Mason Headley

**UPN**

**FED. NO.**

**ITEM NO.**

rate = 4.03%  
 period = 1.51  
 factor = 0.06147  
 Overhead 179.09%  
 Facilities cost of Money 0.36%

* effective 4/27/2022	POSITION	Escalated Rate	Task							
			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	
	Principal	\$123.56	2%	5%	5%	5%	10%	5%	10%	10%
	Project Manager	\$78.38	0%	10%	10%	10%	10%	10%	20%	20%
	Professional Sr. Transportation Engineer	\$73.73	0%	15%	15%	15%	15%	15%	25%	25%
	Professional Transportation Engineer	\$44.29	0%	25%	25%	25%	25%	25%	25%	25%
	Engineer-in-Training	\$33.25	0%	20%	20%	20%	20%	20%	20%	20%
	Engineer Technician II	\$52.25	8%	20%	20%	20%	20%	20%	0%	0%
	Engineer Technician I	\$34.09	0%	5%	5%	5%	5%	5%	0%	0%
	Party Chief	\$54.13	45%	0%	0%	0%	0%	0%	0%	0%
	Instrumentman	\$40.75	45%	0%	0%	0%	0%	0%	0%	0%
	<b>TOTAL</b>		<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
			<b>\$52.38</b>	<b>\$58.33</b>	<b>\$58.33</b>	<b>\$58.33</b>	<b>\$58.33</b>	<b>\$58.33</b>	<b>\$68.13</b>	<b>\$68.13</b>



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

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**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Apr 3, 2023	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	
<b>PROJECT:</b>	Strand Associates				
<b>DESC:</b>	Mason Headley Improvements				

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	0	0	\$ 65.43	\$ -
PRELIMINARY LINE AND GRADE	101	101	\$ 65.43	\$ 6,608.43
UTILITY COORDINATION	4	4	\$ 65.43	\$ 261.72
RIGHT OF WAY PLANS	139	139	\$ 65.43	\$ 9,094.77
FINAL PLAN PREPARATION	283	283	\$ 65.43	\$ 18,516.69
MEETINGS	38	38	\$ 75.49	\$ 2,868.62
PUBLIC INVOLVEMENT	23	23	\$ 75.49	\$ 1,736.27
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>588</b>	<b>588</b>	<b>\$ 66.47</b>	<b>\$ 39,086.50</b>

	<b>OVERHEAD ( 142.46 %)</b>	\$ 55,682.63
	<b>PROFIT ( 15.00 %)</b>	\$ 14,215.37
	<b>COST OF MONEY ( 0.63 %)</b>	\$ 246.24

DIRECT COSTS	AMOUNT
<b>TOTAL DIRECT COSTS</b>	<b>\$ -</b>

SUBCONSULTANTS	AMOUNT
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ -</b>

	<b>TOTAL FEE</b>	<b>\$ 109,231</b>
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**SECTION 3: SIGNATURE**

\*Rounded to the nearest dollar

<b>FIRM NAME: Strand Associates</b>	<b>SIGNED BY:</b>	
_____	_____	_____
<b>CONSULTANT SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>
_____	_____	_____
<b>PROFESSIONAL SERVICES SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b>

### CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT

Palmer Engineering

COUNTY \_\_\_\_\_  
 PROJECT \_\_\_\_\_  
 UPN \_\_\_\_\_  
 FED. NO. \_\_\_\_\_  
 ITEM NO. \_\_\_\_\_

Fayette  
 Mason Headley

Escalation:

Estimated Notice to Proceed: 3/1/2023  
 Estimated End of Project: 7/1/2024  
 midpoint: 10/31/2023

rate = 4.03%  
 period = 1.51  
 factor = 0.06147  
 Overhead 142.46%  
 Facilities cost of Money 0.63%

* effective 4/27/2022		Avg. Rate *	Escalated Rate	Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plan Preparation	Meetings	Public Involvement
POSITION				Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7
Senior Project Manager		\$90.18	\$95.72	0%	0%	0%	0%	0%	0%	0%
Project Engineer/PLS		\$58.41	\$62.00	20%	20%	20%	20%	20%	40%	40%
Engineer		\$46.56	\$49.42	60%	60%	60%	60%	60%	60%	60%
Engineer-in-Training		\$39.05	\$41.45	10%	10%	10%	10%	10%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
				0%	0%	0%	0%	0%	0%	0%
<b>TOTAL</b>				<b>100%</b> <b>\$65.43</b>	<b>100%</b> <b>\$65.43</b>	<b>100%</b> <b>\$65.43</b>	<b>100%</b> <b>\$65.43</b>	<b>100%</b> <b>\$65.43</b>	<b>100%</b> <b>\$75.49</b>	<b>100%</b> <b>\$75.49</b>



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

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**SECTION 1: PROJECT INFORMATION**

<b>DATE:</b>	Apr 3, 2023	<b>COUNTY:</b>	Fayette	<b>ITEM #:</b>	
<b>PROJECT:</b>	Element Design				
<b>DESC:</b>	Mason Headley Improvements				

**SECTION 2: BUDGET INFORMATION**

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	33	33	\$ 135.00	\$ 4,455.00
PRELIMINARY LINE AND GRADE	15	15	\$ 135.00	\$ 2,025.00
UTILITY COORDINATION	24	24	\$ 135.00	\$ 3,240.00
RIGHT OF WAY PLANS	0	0	\$ 135.00	\$ -
FINAL PLAN PREPARATION	134	134	\$ 135.00	\$ 18,090.00
MEETINGS	8	8	\$ 135.00	\$ 1,080.00
PUBLIC INVOLVEMENT	10	10	\$ 135.00	\$ 1,350.00
				\$ -
				\$ -
				\$ -
<b>TOTAL PRODUCTION HOURS &amp; PAYROLL</b>	<b>224</b>	<b>224</b>	<b>\$ 135.00</b>	<b>\$ 30,240.00</b>

	<b>OVERHEAD (</b>	<b>%)</b>	<b>\$</b>	<b>-</b>
	<b>PROFIT (</b>	<b>%)</b>	<b>\$</b>	<b>-</b>
	<b>COST OF MONEY (</b>	<b>%)</b>	<b>\$</b>	<b>-</b>

DIRECT COSTS	AMOUNT
<b>TOTAL DIRECT COSTS</b>	<b>\$ -</b>

SUBCONSULTANTS	AMOUNT
<b>TOTAL SUBCONSULTANTS</b>	<b>\$ -</b>

	<b>TOTAL FEE</b>	<b>\$ 30,240</b>
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\*Rounded to the nearest dollar

**SECTION 3: SIGNATURE**

<b>FIRM NAME:</b> Element Design	<b>SIGNED BY:</b>	
	Principal	April 3, 2023
_____ CONSULTANT SIGNATURE	_____ TITLE	_____ DATE
_____ PROFESSIONAL SERVICES SIGNATURE	_____ TITLE	_____ DATE

## Mason Headley Improvements

RE: Fee Schedule

April 3, 2023

Mr. Stephen Sewell / Palmer Engineering-

This letter is to indicate we have reviewed the proposed hourly rate for the above referenced project of \$135 / hour for Professional Services and find the proposed hourly rate acceptable.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Fry", followed by a period.

Ramona Fry, PLA, ASLA, LEED AP BD+C  
Principal, Element Design

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Mason Headley		CONSULTANT		PALMER	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		2/26/2023	
<b>SURVEY</b>						
No.	ITEM	CREW	UNIT	HRS/UNIT		
<b>RECONNAISSANCE</b>						
1	Control - (existing)	1	Mile	0.51	2	1
2	Utilities - (data gathering, identification & contact)	1	No.	10	2	20
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.51	2	1
<b>CONTROL</b>						
4	Horizontal	2	Mile	0.51	6	6
5	Vertical	2	Mile	0.51	6	6
6	Process data	1	Mile	0.51	4	2
<b>PLANIMETRIC SURVEY</b>						
7	Planimetric location <i>(specify complete, pickup or update)</i>	2	Mile	0.51	2	2
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0.51	6	6
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS			0
11	Process data	1	Mile	0.51	2	1
<b>TERRAIN SURVEY</b>						
12	DTM data collection <i>(Items 11-18 not required if used)</i>	2	Acre	6	4	48
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data <i>(specify pickup or update)</i>	2	Acre	1	4	8
21	Process data	1	Mile	0.51	8	4
<b>ESTABLISH PROPERTY LINES &amp; OWNERSHIP</b>						
22	Contact & Interview Property Owners	1	Parcel	17	1	17
23	Field tie property lines/corners	2	Parcel	17	1	34
<b>STAKING</b>						
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures <i>(unit is per structure)</i>	2	No.			0
26	Stake core holes - roadway <i>(unit is per core hole)</i>	2	No.			0
<b>SURVEY MISCELLANEOUS</b>						
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
<b>SURVEY TOTAL</b>						<b>156</b>



<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)					
COUNTY	Fayette		PROJECT TYPE		
ROUTE	Mason Headley		CONSULTANT	PALMER	
DESC			REVIEWED BY		
ITEM NO.			PREPARED BY	SDS	
			DATE	2/26/2023	
<b>PRELIMINARY LINE AND GRADE</b>					
No.	ITEM	UNIT	HRS/UNIT		
30	Computer setup	LS	1	4	4
31	Prepare existing manuscripts	Mile	0.51	6	3
32	Establish approximate property lines and ownership	Parcel	17	1	17
33	Study and develop typical sections	No.	4	2	8
34	Study and develop horizontal alignments	Mile	0.51	60	31
35	Study and develop vertical alignments	Mile	0.51	60	31
36	Create and evaluate proposed roadway models	Mile	0.51	120	61
37	Design entrances/Tie-ins	No.	19	1	19
38	Pre-size pipes (all alternates)	No.	15	3	45
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int			0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int			0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	4	8	32
44	Study and develop maintenance of traffic plan	LS	1	24	24
45	Plot/print copies of plans for team meeting and inspections	LS	1	12	12
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	12	12
47	Revise plans and estimates	LS	1	12	12
48	Preliminary Right of Way with taking areas	Parcel	10	1	10
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			
<b>PRELIMINARY LINE &amp; GRADE MISCELLANEOUS</b>					
51					
52					
53					
54					
55					
<b>PRELIMINARY LINE AND GRADE TOTAL</b>					<b>321</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Mason Headley		CONSULTANT	PALMER		
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY	SDS		
			DATE	2/26/2023		
<b>UTILITY COORDINATION</b>						
No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	1	No.	8	4	32
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
<b>UTILITY COORDINATION MISCELLANEOUS</b>						
59						
<b>UTILITY COORDINATION TOTAL</b>						<b>32</b>
<b>RIGHT OF WAY PLANS</b>						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel	17	1	17
61	Establish property and ownership		Parcel	17	2	34
62	Calculate Right of Way		Parcel	10	1	10
63	Prepare legal descriptions		Parcel	10	2	20
64	Complete Right of Way summary sheet		Parcel	10	1	10
65	Generate Right of Way strip map (scale 1" = 200')		Sheet	1	8	8
66	Prepare Right of Way Plans Submittal		LS	1	40	40
67	Right of Way revisions after Right of Way submittal		LS			0
<b>R/W PLANS MISCELLANEOUS</b>						
68	Deed Research for Existing Alignments		LS			0
69	Deed Research for Existing Parcels		Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer		Parcel			0
71	Staking and Setting Iron Pins		Parcel	10	4	40
72	Public Acquisition Plats		Parcel	7	20	140
73						0
<b>RIGHT OF WAY PLANS TOTAL</b>						<b>319</b>

<b>PRODUCTION-HOUR WORKSHEET</b> <small>(revised 7/14)</small>						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Mason Headley		CONSULTANT		PALMER	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		2/26/2023	
<b>FINAL PLAN PREPARATION</b>						
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS	
80	Computer setup	LS	1	4	4	
81	Update existing topography and terrain model	Mile			0	
82	Refine alignments (horizontal & vertical)	Mile	0.51	8	4	
83	Develop pavement design	No.			0	
84	Finalize templates & transitions	No.	6	1	6	
85	Develop final roadway model	Mile	0.51	60	31	
86	Develop proposed design	Mile	0.51	40	20	
87	Generate plan sheets (scale 1"=20')	Sheet	4	4	16	
88	Generate profile sheets (scale 1" = 20')	Sheet	4	4	16	
89	Detail cross sections (scale 1" =5')	No.	55	0.5	28	
90	Design entrances	No.	10	2	20	
91	Revise roadway plans from soils report	Mile			0	
<b>DRAINAGE</b>						
92	Develop pipe sections (< 54")	No.	10	2	20	
93	Develop drainage system map	Mile			0	
94	Develop drainage situation (bridge)	No.			0	
95	Develop drainage situation (culvert)	No.			0	
96	Develop blue line stream channel change ( => 200')	No.			0	
97	Drainage analysis (entrance pipes)	No.			0	
98	Drainage analysis (A <= 200 acres)	No.	10	2	20	
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0	
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0	
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0	
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0	
103	Special drainage studies	No.			0	
104	Roadway ditches and channels	Mile	0.51	24	12	
105	Develop Erosion Control Plan (scale 1"=100')	Mile	0.51	24	12	
106	Inlet spacing calculations	No.	6	4	24	
107	Storm sewers calculations	No.	6	8	48	
108	Perform scour analysis	No.			0	
109	Assemble preliminary and final drainage folders	LS	1	80	80	
110	Prepare advanced situation folder - bridge	No.			0	
111	Prepare advanced situation folder - culvert	No.			0	
<b>DRAINAGE MISCELLANEOUS</b>						
112	Develop/document "Assessment of Water Related Impacts"	LS			0	
113						
114						
115						

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)					
COUNTY	Fayette		PROJECT TYPE		
ROUTE	Mason Headley		CONSULTANT	PALMER	
DESC			REVIEWED BY		
ITEM NO.			PREPARED BY	SDS	
			DATE	2/26/2023	
<b>FINAL PLAN PREPARATION (Continued)</b>					
No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	4	2	8
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile	0.51	8	4
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile	0.51	16	8
123	Calculate final quantities	Mile	0.51	40	20
124	Complete general summary	LS	1	8	8
125	Complete paving summary	LS	1	8	8
126	Complete drainage summary	LS	1	8	8
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	8	8
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.51	80	41
131	Prepare final construction plans submittal	LS	1	8	8
<b>MAINTENANCE OF TRAFFIC</b>					
132	Write maintenance of traffic notes (TCP)	LS	1	40	40
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
<b>FINAL PLANS MISCELLANEOUS</b>					
138	LPA Documents	LS	1	40	40
139	Construction Bidding	LS	1	40	40
140	Construction Administration	LS	1	100	100
141	Landscape Plantings	LS	1	40	40
142	Signal Modification Plans	LS	1	80	80
143					
144					
145					
<b>FINAL PLANS TOTAL</b>					<b>834</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)						
COUNTY	Fayette		PROJECT TYPE			
ROUTE	Mason Headley		CONSULTANT		PALMER	
DESC			REVIEWED BY			
ITEM NO.			PREPARED BY		SDS	
			DATE		2/26/2023	
<b>MEETINGS</b>						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
150	Prelim. line and grade inspection	3	No.	1	4	12
151	Drainage inspection	2	No.			0
152	Final inspection	3	No.	1	4	12
153	Misc. project coordination meetings	2	No.	5	2	20
154	Project team meetings	2	No.	5	4	40
<b>MEETINGS MISCELLANEOUS</b>						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
<b>MEETINGS TOTAL</b>						<b>84</b>
<b>PUBLIC INVOLVEMENT</b>						
No.	ITEM	PERSONS	UNIT	HRS/UNIT		
160	Develop and Maintain Mailing List		LS	1	8	8
161	Prepare for Advisory Committee/Officials Meeting		No.	2	8	16
162	Attend Advisory Committee/Officials Meeting	3	No.	2	2	12
163	Prepare for Public Meetings/Hearings		No.	1	16	16
164	Attend Public Meetings/Hearings	3	No.	1	4	12
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
<b>PUBLIC INVOLVEMENT MISCELLANEOUS</b>						
167						0
168						0
169						0
<b>PUBLIC INVOLVEMENT TOTAL</b>						<b>64</b>
<b>QA/QC</b>						
No.	ITEM		UNIT	HRS/UNIT		
180	Plan review		sheet			0
181	Structure review		sheet			0
<b>QA/QC TOTAL</b>						<b>0</b>

<b>PRODUCTION-HOUR WORKSHEET</b> (revised 7/14)				
COUNTY	Fayette	PROJECT TYPE		
ROUTE	Mason Headley	CONSULTANT		PALMER
DESC		REVIEWED BY		
ITEM NO.		PREPARED BY		SDS
		DATE		2/26/2023
<b>PRODUCTION-HOUR SUMMARY</b>				
<b>SURVEY TOTAL</b>				<b>156</b>
<b>LINE AND GRADE TOTAL</b>				<b>321</b>
<b>UTILITY COORDINATION TOTAL</b>				<b>32</b>
<b>RIGHT OF WAY PLANS</b>				<b>319</b>
<b>FINAL PLANS</b>				<b>834</b>
<b>MEETINGS TOTAL</b>				<b>84</b>
<b>PUBLIC INVOLVEMENT TOTAL</b>				<b>64</b>
<b>QA/QC TOTAL</b>				<b>0</b>
<b>GRAND TOTAL</b>				<b>1810</b>

**Direct Cost Summary  
Palmer Engineering Company**

Item	Amount	Unit	Unit Cost	Cost	Totals
<b>SURVEY</b>					<b>\$1,559</b>
Mileage - 4 wheel drive					
10 round trips @ 10 miles	20	mi	\$0.60	\$12	
meals		days	\$30.00	\$0	
lodging		nights	\$85.00	\$0	
computer time @ 10%	12	hours	\$15.00	\$185	
travel time (10 trips @ x2 hours each)	20	hours	\$68.09	\$1,362	
(Ave. Rate \$52.38 x 1.3 = \$68.09 / hour)					
<b>PRELIMINARY LINE AND GRADE</b>					<b>\$2,416</b>
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
Printing / Copies				\$0	
printing	100	prints	\$1.00	\$100	
computer time @ 75%	154	hours	\$15.00	\$2,306	
<b>RIGHT OF WAY PLANS</b>					<b>\$255</b>
Mileage 1 round trips @ 10 miles	10	mi	\$0.47	\$5	
Copies / Printing					
printing	250	prints	\$1.00	\$250	
computer time @ 75%		hours	\$15.00	\$0	
<b>FINAL PLANS</b>					<b>\$4,725</b>
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
Printing / Copies					
printing	250	prints	\$1.00	\$250	
computer time @ 75%	298	hours	\$15.00	\$4,466	
<b>MEETINGS</b>					<b>\$113</b>
Mileage 12 round trips @ 10 miles	120	mi	\$0.47	\$56	
computer time @ 10%	4	hours	\$15.00	\$57	
<b>PUBLIC INVOLVEMENT</b>					<b>\$9</b>
Mileage 2 round trips @ 10 miles	20	mi	\$0.47	\$9	
computer time @ 25%	8	hours	\$15.00	\$0	
					<b>\$9,077</b>

# Work Division for Mason Headley Improvements

## Survey

Palmer will complete the Survey task

Element will develop the property owner contact list

## Preliminary Line and Grade

Palmer will develop the Alignment information and models

Strand will establish Property Lines, Preliminary Drainage, and MOT Plan

Element will assist with drainage

## Utility Coordination

Strand and Palmer will perform Utility Coordination

## Right of Way Plans

Strand will do all Right of Way Plan Activities

## Final Plans

Palmer will do the Plan Development

Strand will finalize the drainage and MOT

Element will assist with drainage and Erosion Control

## Meetings

All tasks are split

## Public Involvement

All tasks are split