



January 4, 2021

Clotfelter-Samokar, PSC  
228 E. Reynolds Road, Suite One  
Lexington, KY 40517

Attn: Ben Boggs

**Civil Engineering Services Proposal  
Garrard County High School  
599 Industry Road  
Lancaster, Kentucky 40444**

Dear Mr. Boggs:

Palmer Engineering is pleased to provide this proposal to Clotfelter-Samokar, PSC for professional engineering services with regard to the planned facilities at Garrard County High School in Lancaster, Kentucky.

#### **PROJECT DESCRIPTION**

Palmer Engineering understands the Scope of Services for this project consists of providing engineering services related to evaluating the existing site drainage issues and providing options for handling the site drainage post-construction.

#### **SCOPE OF SERVICES**

Based on our understanding of the project scope, Palmer Engineering will provide the services according to the items listed below:

- |   |                |
|---|----------------|
| <b>1. Preliminary Drainage Analysis</b>   | <b>\$5,720</b> |
| <ul style="list-style-type: none"><li>• One (1) Zoom Meeting to Kick-Off the Project</li><li>• Review Local Regulations</li><li>• Review Existing Documentation</li><li>• Conduct One (1) Site Visit</li><li>• Existing Conditions Drainage Model Preparation</li><li>• Review of the Existing Conditions Model</li><li>• Drainage Design Options Technical Memo</li><li>• One (1) Zoom Meeting to Discuss Findings with Client</li></ul> |                |

|  |                       |
|--|-----------------------|
| <b>TOTAL EXCLUDING REIMBURSABLE FEES</b> | <b><u>\$5,720</u></b> |
|--|-----------------------|

|  |             |
|--|-------------|
| <b>Reimbursable Expense Estimate (Not included in total above)</b> | <b>\$50</b> |
|--|-------------|

- Mileage (\$50)

## **EXCLUSIONS**

The Scope of Services as outlined herein addresses only those services as outlined above. Any additional work including but not limited to the following shall be excluded from the scope of services:

- Civil Construction Documents
- Construction Administration
- Construction Staking
- Site Lighting / Photometrics
- Traffic Study
- Board of Zoning Adjustment Submittals or Coordination
- MEP & Associated Permitting
- Building Structural
- Wall design other than coordination
- Geotechnical
- Architectural
- Zoning Efforts
- UCACE 404 Nationwide Permit Coordination
- KDOW 401 Water Quality Permit
- SWPPP inspections during construction

If requested, Palmer Engineering may include additional services, at the client's request, in the project scope with an additional work authorization approval as negotiated.

## **REIMBURSABLE EXPENSES**

Palmer Engineering shall be reimbursed at a rate of 1.0 times actual cost for actual expenses incurred directly or indirectly in connection with this project. Reimbursable expenses shall include, but not be limited to, travel and subsistence to the site, review fees, recording fees, purchase of agency materials to complete the civil design, fees associated with securing approval from local authorities, or other similar project-related items. The anticipated reimbursable expenses have been estimated and included in the above total.

## **ADDITIONAL SERVICES**

Any work not outlined in the Scope of Services shall be designated Additional Services, and will be billed in accordance with the attached rates as outlined in the Terms and Conditions (attached), if approved by Client in writing. At such time it is determined that these Additional Services are required, Palmer Engineering reserves the right to amend this proposal or execute a separate agreement to provide such services.

**PALMER ENGINEERING COMPANY  
2022 PERSONNEL HOURLY RATE SCHEDULE**

|                               |             |
|-------------------------------|-------------|
| Principal                     | \$250       |
| Engineer (PE)                 | \$185       |
| Project Manager               | \$185       |
| Land Surveyor                 | \$145       |
| Engineer (EIT)                | \$115       |
| Engineering Technician II     | \$135       |
| Engineering Technician I      | \$115       |
| Environmental Project Manager | \$135       |
| Biologist                     | \$120       |
| Environmental Technician      | \$110       |
| One (1) Person Survey Crew    | \$145       |
| Two (2) Person Survey Crew    | \$210       |
| Clerical                      | \$85        |
| Mileage – Automobile          | \$0.50/mile |
| Mileage - Truck               | \$0.63/mile |
| Other Direct Costs            | at cost     |

## **TERMS AND CONDITIONS**

### **Site Access**

Client will grant or obtain free access to the site to Palmer Engineering for activities necessary for the performance of the services listed in this Agreement.

### **Jobsite Safety**

Palmer Engineering is not responsible, in any way, for the means, methods, sequence, procedures, techniques, scheduling of construction, or jobsite safety. Palmer Engineering will not be responsible for any losses or injuries that occur at the Project site.

### **Changes**

Client may request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of Palmer Engineering's compensation, which are mutually agreed upon by and between Client and Palmer Engineering shall be incorporated into this Agreement by written amendment. Any changes made to the construction documents by Client, or Client's representatives, are strictly prohibited without the knowledge and written consent of Palmer Engineering. Palmer Engineering shall be released from any liability resulting from damages, injuries, and or death resulting from the unauthorized alteration of construction documents. Changes requested by Client shall be considered Additional Services and billed in accordance with the attached rate sheet.

### **Billings and Payments**

Palmer Engineering shall invoice for services either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Should Palmer Engineering's compensation be based on a percentage of total construction cost, no deductions shall be made from Palmer Engineering's compensation on the account of penalty, liquidated damages, or other sums withheld from payment to Contractors. Accounts unpaid after the 31<sup>st</sup> day of the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole election of Palmer Engineering. Client shall pay all costs of collection, including reasonable attorney's fees, in the event any or all of an account remains unpaid 90 days after billing.

### **Termination of Services**

This Agreement may be terminated by Client or Palmer Engineering should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay Palmer Engineering for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses. Client shall have the right to terminate this Agreement by giving written notice to Palmer Engineering of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination.

### **Insurance**

Palmer Engineering shall secure and maintain such insurance as will protect it from claims of bodily injury, death or property damage which may arise from the performance of services under this Agreement.

### **Limitation of Liability**

Limitations on liability and indemnities in this Agreement are business understandings between the parties voluntarily and knowingly entered into and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence) strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Palmer Engineering as a third party defendant. Parties mean Client and Palmer Engineering and their officers, employees, agents, affiliates, and subcontractors. Both Client and Palmer Engineering agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement. For each Project, the liability of Palmer Engineering, its employees, agents, and subcontractors, for claims of loss, injury, death, damage or expense, including third party claims, shall not exceed the total sum of \$50,000.00 or the fee set forth in the Contract, whichever is greater, for any claims arising out of Palmer Engineering's negligence.

### **Dispute Resolution**

Should third party resolution be required through litigation, mediation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant and expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc.

### **Ownership of Documents**

All documents including, but not limited to, drawings, specifications, laboratory test data, reports, field notes, calculations, and estimates prepared by our firm as instruments of service pursuant to this Agreement shall be the sole property of Palmer Engineering. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by Palmer Engineering, pursuant to this Agreement, be used at any location for any Project not expressly provided for in this Agreement without written permission from Palmer Engineering. At the request and expense of Client, Palmer Engineering will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the documents contemplated by this Agreement.

### **Governing Law**

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Palmer Engineering office, identified on the Proposal for this Project, is located. In addition, Palmer Engineering and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

Please review this proposal and advise if you have any questions or comments. If you agree with the terms of this proposal, please indicate by signing in the space provided below and returning one executed copy to Palmer Engineering as your official notice to proceed.

We can begin immediately and with our current workload can place adequate staff on the project to complete it in an efficient manner. Palmer Engineering thanks you for considering our firm as a member of the design team for this project, and we look forward to assisting you with your endeavor.

**Garrard County High School**

**Palmer Engineering Company**

**Clotfelter-Samokar, PSC**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Project Manager  
Title

\_\_\_\_\_  
January 4, 2021  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date