



September 1, 2022

Clotfelter-Samokar
Attn: Brad Beatty
228 E. Reynolds Road, Suite One
Lexington, KY 40517

RE: Traffic Impact Study for Garrard County High School Access

Dear Mr. Beatty,

Palmer Engineering is pleased to submit this proposal for engineering services for the above-referenced project. Please review this proposal and, if acceptable, sign it and return it to the undersigned via fax or mail.

SCOPE OF SERVICES

Palmer Engineering will conduct Weekday AM and PM peak period traffic counts at the following intersections:

- Crab Orchard and Proposed Access Point
- KY 39 and Existing Entrance

Geometric information will be gathered for each intersection at the time the counts are taken. Data from these counts will serve as background traffic and will be grown for 10 years for analysis of the future conditions.

Trips will be generated for the development based on a site plan with land uses provided by the school, the trips will then be distributed and assigned to the local road network. The assigned traffic will be added to the future background traffic to determine full build-out year traffic volumes and turning movements.

HCS will be used to determine the Level-of-service and vehicle delay for each intersection within the study area.

A technical report will be written outlining the findings and recommendations of the study. In addition to the technical report, the traffic turning movement count data and HCS output will be provided to the client.

MEETINGS

Palmer does not anticipate any meetings being needed for this study. If attendance is required the attached rates will be billed and approval will be obtained prior to attending.

EXCLUSIONS

This Scope of Services as outlined herein addresses all services required for the traffic impact study. The following services are excluded from Palmer Engineering scope of services:

1. Intersection Modification Plans

Any work not outlined in the Scope of Services shall be designated Additional Services, and will be billed in accordance with the attached rate sheet however, no such additional work shall be performed by Palmer Engineering without the advanced written approval. 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.

COMPENSATION

Palmer Engineering will perform the above mentioned services for a lump sum of **\$6,500.00**. If any additional work is required beyond this scope of this proposal, such as meetings with Local Governments or KYTC, the attached rates will be billed; Provided, however, that no such additional work shall be performed by Palmer Engineering without the advanced written approval.

APPROVAL

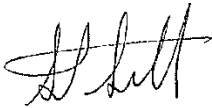
Attached to this letter proposal are General Terms and Conditions, which are an integral part of this proposal. If you agree to the terms set forth in the proposal and the attachment, please sign a copy of the proposal and return to Palmer Engineering for our files. If you have any questions regarding this proposal and the attachment, please feel free to contact me.

We appreciate the opportunity to provide this proposal and look forward to working with you.

Attachment
Terms & Conditions

Attachment: 2022 Hourly Rate Schedule
Terms & Conditions

Sincerely,



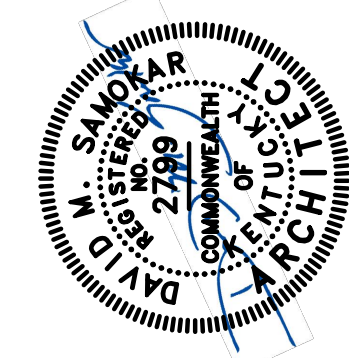
Stephen Sewell, PE, PTOE
Project Manager

Brad Beatty
Clotfelter Samokar

Signature

Title

Date



ALL RIGHTS RESERVED
THIS DOCUMENT IS THE PROPERTY OF CLOTFELTER-SAMOKAR, P.C.
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200 S. Main Street
Lancaster, Kentucky 40517
605.373.3700

ClotfelterSAMOKAR
Architecture | Engineering | Interiors | Landscapes | Planning

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

GARRARD COUNTY HIGH SCHOOL
BID PACKAGE #1
LANCASTER, KENTUCKY
FOR THE
GARRARD COUNTY BOARD OF EDUCATION

SHEET
C002
DATE: 2/1/23
JOB# 2113
DRAWN: BRB / RAL
CHECKED: DMS

MASTER SITE PLAN

CONTROL POINT (CP) SCHEDULE

CP #	SURVEY COORDINATES 'X', 'Y' & 'Z'			CP LOCATION
CP #5000	X: 1981807.07	Y: 2105244.76	Z: 967.30	IRON PIN W/ PLASTIC CAP
CP #5018	X: 1981353.64	Y: 2106256.67	Z: 999.07	IRON PIN W/ ALUM. CAP IN CONC.
CP #5019	X: 1981613.64	Y: 2104469.93	Z: 971.90	IRON PIN W/ ALUM. CAP IN CONC.
CP #5020	X: 1982257.04	Y: 2104230.05	Z: 961.24	IRON PIN W/ ALUM. CAP IN CONC.
CP #5021	X: 1982556.56	Y: 2104533.72	Z: 962.74	IRON PIN W/ ALUM. CAP IN CONC.
CP #5022	X: 1982283.91	Y: 2104684.62	Z: 964.46	IRON PIN W/ ALUM. CAP IN CONC.
CP #5023	X: 1981875.94	Y: 2105587.82	Z: 979.51	IRON PIN W/ ALUM. CAP IN CONC.

FINISHED FLOOR ELEVATION (FFE) CHART - F.R.O.

SITE ELEV.	ARCH. PLAN ELEV.	STRUC. PLAN ELEV.	FLOOR DESCRIPTION	
956.25	0' - 0"	0' - 0"	GRANDSTAND BUILDING 'A'	1
956.25	0' - 0"	0' - 0"	GRANDSTAND BUILDING 'B'	2
957.25	0' - 0"	0' - 0"	BASEBALL LOCKER ROOM	3
958.15	0' - 0"	0' - 0"	BASEBALL PRESSBOX	4
955.25	0' - 0"	0' - 0"	SOFTBALL LOCKER ROOM	5
955.40	0' - 0"	0' - 0"	SOFTBALL PRESSBOX	6
953.00	0' - 0"	0' - 0"	STORAGE BUILDING	7

GENERAL NOTES:

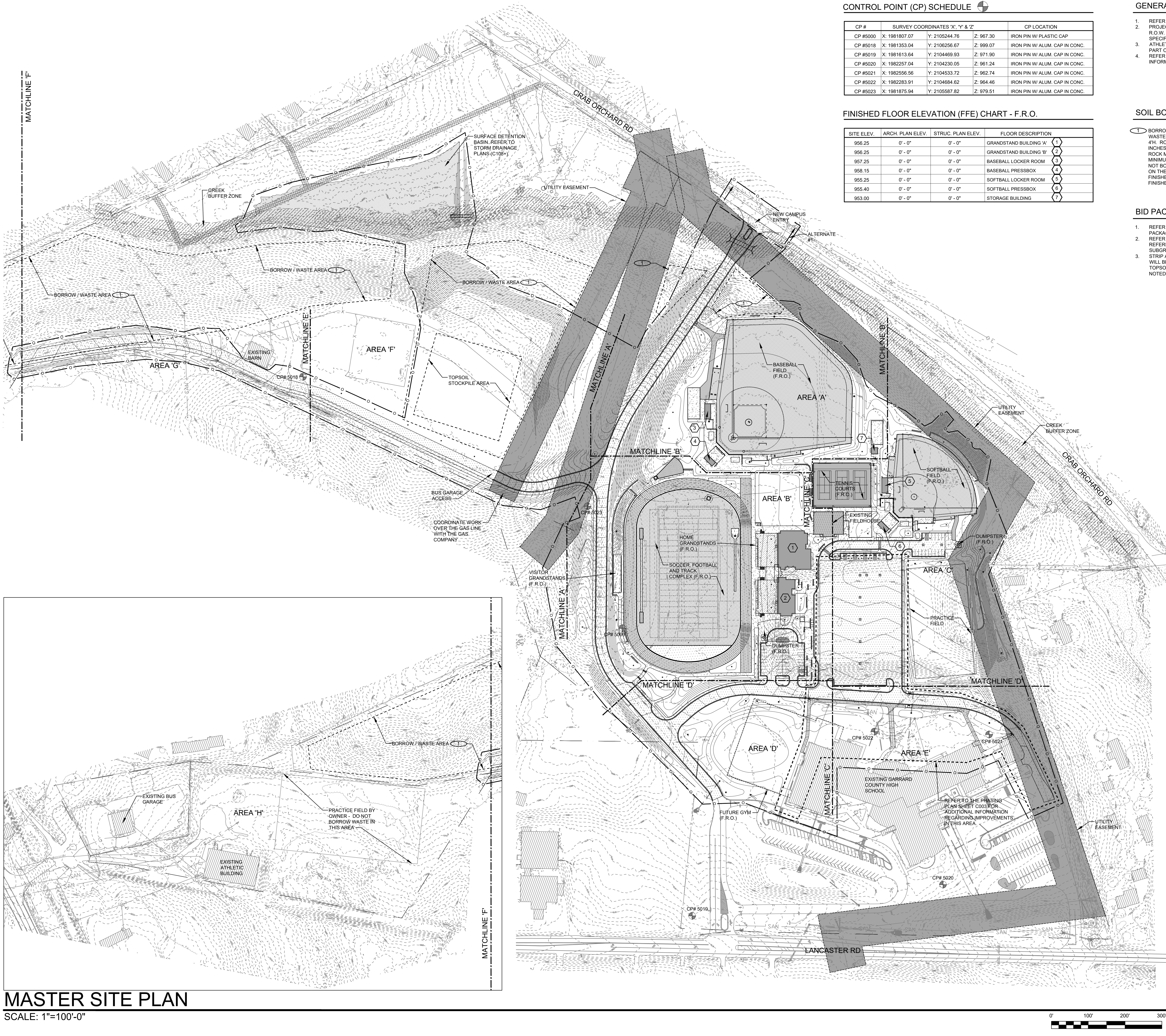
- REFER TO C001 FOR GENERAL PROJECT NOTES.
- PROJECT LIMITS SHOWN ARE APPROXIMATE. UTILITY WORK AND ALTERNATE #1 R.O.W. WORK MAY OCCUR OUTSIDE THESE LIMITS. REFER TO PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ATHLETIC FIELD IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY AND ARE PART OF FUTURE BID PACKAGE WORK TO BE BID AT LATER DATE.
- REFER TO THE SITE STAGING AND PHASING PLAN C003 FOR ADDITIONAL INFORMATION.

SOIL BORROW AND WASTE AREAS:

1. BORROW SOILS MAY BE TAKEN FROM THESE AREAS. EXCESS SOILS MAY BE WASTED IN THESE AREAS. MAXIMUM SLOPE OF TIE INS SHALL NOT EXCEED 1V : 4H. ROCK MAY BE WASTED IN THESE AREAS, BUT SHALL BE MORE THAN 24 INCHES BELOW THE FINISHED GRADES OF THE FINISHED LAWN AREAS. WASTED ROCK MUST BE INSTALLED AS SHOT ROCK AS OUTLINED IN THE SPECIFICATIONS. MINIMUM FINISHED GRADE SLOPES SHALL NOT BE LESS THAN 2% OR 1' IN 50'. DO NOT BORROW OR FILL INSIDE THE UTILITY LINE EASEMENTS EXCEPT AS SHOWN ON THE GRADING PLANS. CONTRACTOR SHALL PROVIDE A PLAN INDICATING FINISHED GRADES FOR THESE AREAS. ARCHITECT SHALL REVIEW ALL PROPOSED FINISHED GRADES FOR THE BORROW/WASTE AREAS PRIOR TO USE.

BID PACKAGE NOTES:

- REFER TO THE PLANS FOR SITE IMPROVEMENTS THAT ARE A PART OF THIS BID PACKAGE WORK.
- REFER TO THE PLANS FOR SITE IMPROVEMENTS THAT ARE SHOWN FOR REFERENCE ONLY (ALSO NOTED AS F.R.O.) TO ASSIST WITH ESTABLISHING SUBGRADE ELEVATIONS.
- STRIP AND STOCKPILE ALL TOPSOIL FROM THE PROJECT AREA. NOT ALL AREAS WILL BE STRIPPED AT THE START OF CONSTRUCTION. DO NOT HAUL OFF SITE. TOPSOIL PLACEMENT WILL NOT BE A PART OF THIS BID PACKAGE EXCEPT WHERE NOTED ON THE PLANS.



MASTER SITE PLAN

SCALE: 1"=100'-0"

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 following hourly rates. These rates are subject to change March 1 of each year:

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 31st 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 Palmer Engineering 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.

Palmer Engineering Company

2022 Standard Rate Schedule

Effective through February 28, 2023

Wage Rates	Regular Hourly Rates	Overtime Hourly Rates
Two (2) Person Survey Crew	\$220	\$250
Three (3) Person Survey Crew	\$285	\$320
Party Chief	\$140	\$140
Instrumentman	\$110	\$110
Surveyor (PLS)	\$150	\$150
Principal	\$275	\$275
Project Manager	\$215	\$215
Engineer (PE)	\$195	\$195
Engineer (EIT)	\$115	\$115
Engineering Technician II	\$140	\$160
Engineering Technician I	\$105	\$125
Environmental Technician II	\$125	\$125
Environmental Technician I	\$110	\$130
Clerical	\$80	\$90

Expense Rates	Rate Per Unit
Mileage - Automobile	\$0.50 per mile
Mileage - Truck	\$0.63 per mile
Per Diem - Meals Only	\$48 per manday
Per Diem - Meals & Lodging (1 per room)	\$160 per manday
Per Diem - Meals & Lodging (2 per room)	\$110 per manday
Concrete Monuments	\$30 each
Iron Pins with Caps	\$10 each