



August 24, 2022

Kenton County
Attn: Nicholas Hendrix, PE
Director of Public Works/County Engineer
420 Independence Station Road
Independence, KY 41051

RE: Amsterdam Road Connection Sidewalk Project – Final Design

Dear Mr. Hendrix:

Palmer Engineering is pleased to submit this proposal for engineering services for Final Design of the above-referenced project. The proposal provides the necessary steps for the sidewalk design of the Amsterdam Road Connection Sidewalk Project.

SCOPE OF SERVICES

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

1. Survey and Final Plans
 - Typical, Plan, Profile, Cross Sections
2. Final Right of Way Plans
 - Update Preliminary Right of Way Plans per Final Design
3. Final Plan Preparation
 - Prepare Construction Plans

| | |
|---------------------------------|-----------------|
| Survey | \$2,500 |
| Final Right of Way Plans | \$5,500 |
| Final Plans | \$75,000 |
| Meetings | \$7,000 |
| Fee Proposal | \$90,000 |

EXCLUSIONS

This Scope of Services as outlined herein addresses all services required for Final Plans with a few exceptions due to unknown existing conditions. The following services are excluded from Palmer Engineering scope of services (can be added by modification):

1. Environmental Permits
2. Utility Relocation Design
3. Construction Inspection
4. Structure Design including retaining wall
5. Mitigation Plans

6. Environmental Services

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 **\$90,000**. If any additional work is required beyond this scope of this proposal, the previously agreed rates with the current Kenton County LPA Contract 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

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions feel free to give me a call.

Sincerely,



Will Conkin, PE, PTOE, PMP
Project Manager

Nick Hendrix
Director of Public Works
Kenton County

Signature

Title

Date

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 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 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.