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File created: 5/21/2025 **In control:** Central Purchasing

On agenda: 5/29/2025 **Final action:** 5/29/2025

Enactment date: **Enactment #:**

Title: (1) Accepting and approving the following bids and establishing price contracts for the following Depts. or Divs. as to the specifications and amount set forth in the terms of the respective bids: (a) Div. of Fire & Emergency Services - Fire Hose #2 - 67-2025 - Vogelpohl Fire Equipment; (b) Div. of Fleet Services - Truck & Auto Batteries - 55-2025 - Batteries Plus, Kentuckiana Auto & Turck Supply, Napa Auto Parts and Peterbilt of Louisville; (c) Div. of Police - Trijicon RMR HD Reflex Sight - 60-2025 - Clyde Armory Inc.; (d) Div. of Streets & Roads - Asphalt Surface Rejuvenation & Sealcoating - 62-2025 - Pavement Technology Inc.; (e) Div. of Water Quality - Construction Materials Testing - 49-2025 - Terracon Consultants, Thoroughbred Engineering (Colt Engineering) and L. E. Gregg Associates (JLL, Inc.); (f) Div. of Fleet Services - Chevy SUV - 63-2025 - Bachman Auto Group; (g) Div. of Water Quality - Treatment Plant and Pump Station Maintenance - 30-2025 - Herrick Company, NAC Heavy Hi...

Attachments: 1. [30-2025 NAC Heavy Highway.pdf](#), 2. [30-2025 W Principles LLC.pdf](#), 3. [49-2025 LE Gregg.pdf](#), 4. [49-2025 Terracon.pdf](#), 5. [49-2025 Thoroughbred Engineering.pdf](#), 6. [55-2025 Batteries Plus, LLC..pdf](#), 7. [55-2025 Kentuckiana Auto & Truck Supply, LLC.pdf](#), 8. [55-2025 Napa Auto Parts.pdf](#), 9. [55-2025 Peterbilt of Louisville.pdf](#), 10. [60-2025 Clyde Armory, Inc..pdf](#), 11. [62-2025 Pavement Technology, Inc..pdf](#), 12. [63-2025 Bachman Auto Group.pdf](#), 13. [67-2025 Vogelpohl Fire.pdf](#), 14. [J Edinger Sole Source.pdf](#), 15. [Sole Source - Precision Infrastructure Mgmt.pdf](#), 16. [23-2025 Aulick Citco.pdf](#), 17. [23-2025 Evoqua Water Tech LLC.pdf](#), 18. [23-2025 NRP Group Inc.pdf](#), 19. [23-2025 Premier Magnesia LLC.pdf](#), 20. [23-2025 Source Tech.pdf](#), 21. [23-2025 USP Tech.pdf](#), 22. [30-2025 Herrick Co..pdf](#)

[History \(1\)](#) [Text](#)

1 record		Group	Export				
Date	Ver.	Action By	Action	Result	Action Details	Meeting Details	Video
5/29/2025	1	Urban County Council			Not available	Meeting details	Not available

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of October 24, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and L.E. Gregg Associates, Inc. with offices located at 2456 Fortune Dr. Suite 155, Lexington, Kentucky 40509 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for L.E. Gregg Associates, Inc. as described in the attached **EXHIBIT A**, BID #49-2025 Construction Materials Sampling, Testing and Special Inspections. The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, construction materials sampling, testing, and special inspections as related to providing the deliverables specific to this agreement—that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the “**CONSENT DECREE**”). The services are hereinafter referred to as the **PROJECT**. The primary goal of the **PROJECT** is to provide the **OWNER** with the technical support necessary to successfully meet the Remedial Measure Plan (RMP) obligations and deadlines of the **CONSENT DECREE**. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder. **There will be no guarantee of work for any selected firm or firms.**

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, construction materials sampling, testing, and special inspections incidental thereto.

1.2. Incorporated Documents

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

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – BID #49-2025 Construction Materials, Testing and Special Inspections (Including Appendices _____ and Addendums).
3. **EXHIBIT B** – Certificate of Insurance
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT**'s response to BID #49-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters (executed Task Order).

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

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, BID #49-2025 Construction Materials Sampling, Testing, and Special Inspections **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

- 1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.
- 1.3.2. The **CONSULTANT** **must perform all duties necessary to fully complete the deliverables as further described in attached EXHIBIT A, BID #49-2025 Construction Materials Sampling, Testing, and Special Inspections attached EXHIBIT C, Proposal of Engineering Services and Related Matters, and attached EXHIBIT D Further Description of Basic Engineering Services and Related Matters unless otherwise agreed to in writing by the parties.**
- 1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

- 2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work and NOT subject to a change order, setting forth the character and scope thereof and the compensation therefore. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.
- 2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.
- 3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing

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

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER**

determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1.** **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2.** The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the

OWNER. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and reasonable attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONSULTANT'S (or subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property, including the loss of use resulting therefrom; or to or from negligent acts, errors or omissions or willful misconduct; provided however, that CONSULTANT shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of OWNER. Notwithstanding, the foregoing, with respect to any professional services performed by CONSULTANT hereunder (and to the fullest extent permitted by law), CONSULTANT shall indemnify, save, hold harmless and defend OWNER from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONSULTANT in the performance of this agreement. In the event OWNER is alleged to be liable based upon the above, CONSULTANT shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

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

6.9.4. FINANCIAL RESPONSIBILITY

The CONSULTANT understands and agrees that the CONSULTANT shall, prior to final acceptance of the CONSULTANT'S proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER. (OWNER does not need to be named as additional insured).
- e. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If

not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.

- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT understands and agrees that OWNER is in no way responsible for the safety and property of CONSULTANT or its personnel. CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its work or services under this Agreement and take reasonably necessary action to protect the life, health and safety and property of its personnel, the public, and OWNER in the locations and areas in which CONSULTANT is performing services under the Agreement.

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1. The CONSULTANT will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The CONSULTANT will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

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

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

- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.

- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CONSULTANT:

L.E. Gregg Associates

BY: Linda Gorton
LINDA GORTON, MAYOR

BY: Jason Ainslie
Jason Ainslie, President

ATTEST:

MaKenzie Stark
URBAN COUNTY COUNCIL CLERK)
COMMONWEALTH OF KENTUCKY)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jason Ainslie, as the duly authorized representative for and on behalf of L.E. Gregg Assoc on this the 24th day of October, 2025.

My commission expires: 02/15/2027.

Deanna VanderMarliere
NOTARY PUBLIC

DEANNA VANDER MARLIERE NOTARY PUBLIC STATE AT LARGE KENTUCKY COMM. # KYNP65481 MY COMMISSION EXPIRES FEBRUARY 15, 2027

EXHIBIT A

BID #49-2025

**CONSTRUCTION MATERIALS SAMPLING, TESTING AND SPECIAL
INSPECTIONS**

**Request for Qualifications and Fee Proposal
for
Construction Materials Sampling, Testing, & Special Inspections
Consent Decree Projects**

Background and Project Description

The Lexington Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ) and in accordance with Section VII, paragraph G of the Consent Decree, has prepared a Remedial Measures Plan (RMP) to address sanitary sewer capacity and sanitary sewer overflow (SSO) issues throughout the sanitary sewer service area. The RMP includes but is not limited to:

- Construction of wet weather storage (WWS) facilities
- Construction or upgrade of pump stations
- Improvements to both the Town Branch and West Hickman Wastewater Treatment Plants (WWTPs)

DWQ is requesting Statements of Qualifications (SOQ) and fee submittals from qualified engineering firms (Firms) for professional engineering services relating to Construction Materials Sampling, Testing and Special Inspections for certain Consent Decree Projects. It is anticipated that DWQ will retain not more than two Firms to provide these services. **Firms must be qualified for ALL of Section I before fees in Section II (Construction Materials Sampling and Testing Fee Proposal) will be evaluated.**

Contract Type

The Contract will be an Indefinite Services Delivery (ISD) Contract. **There will be no guarantee of work for any selected Firm.**

The intent of this procurement process is to assign projects to contracted Firms on a rotational basis. DWQ will assign a specific project to Firm number one resulting from the prequalification process (Section I) and submittal of fees (for the defined Construction Materials Sampling, Testing, and Special Services. The selected Firm will be issued a Task Order for a specific capital project for which the identified services will be provided. As each Firm is issued a Task order for a specific project, they will then be moved to the bottom of the list and Firm number two moves up and so forth. If a Firm is offered a specific project and refuses for whatever reason, its name will be removed from the list and will not be considered for any future projects under this Contract.

Contract Term

The term of this Contract will be for a four (4) year period with up to two (2) one-year (1) elective renewals, at the sole discretion of DWQ. Upon request, the Firms will be allowed to revised rates at the beginning of each calendar year, based on the Consumer Price Index (CPI). The CPI rate shall be CPI for All Urban Consumers, the U.S. City Average ("CPI-u"). Contract periods for specific capital projects may exceed the one-year timeframe. In such cases the Task Order shall cover the period necessary for that specific project. No price adjustments will be made once a Task Order for a specific project has been initiated.

Bid Submittal:

The Bid shall be structured with four sections as follows:

Section 1 -- **Cover Letter:** Letter of Interest - One page maximum.

Section 2 -- **Firm Qualifications:** Identify the location of the local office, contact information (local office address and contacts), and required local office/laboratory accreditations and certifications - Two pages maximum.

Section 3 -- **Project Team Qualifications:** Provide a spreadsheet identifying the Project Manager, Project Engineer(s), and all field and laboratory technicians. The spreadsheet, shall for each person, identify their position, office location, contact information (cell or office phone and email address), and required qualifications - Two pages maximum.

Section 4 -- **Fee Section:** The fee section shall be completed in the attached Excel spreadsheet and the printed spreadsheet shall be submitted in a sealed envelope attached to the Bid. If Minimum Qualifications are met, the Contract will then be awarded based on Total Base Bid submitted on the Excel Pricing Page. **The DWQ's decision on the bid amount is final.**

SECTION 1

FIRM QUALIFICATIONS		
<u>Local Office / Laboratory</u> – The Firm's local office and fully equipped laboratory shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.	Minimum Requirements Met	
	Yes	No
<u>Firm Laboratory</u> – The Firm's Laboratory shall have the following certifications and accreditations:		
• AASHTO R-18: Quality Management System for Construction Materials Testing Laboratories		
• ASTM E329: Standard for Agencies Engaged in Construction Inspection Testing, and Special Inspections		
• ASTM D3740: Minimum Requirements for Agencies Engaged in Testing of Soils and Rock		
• ASTM: C1077 Standard for Agencies Engaged in Testing of Concrete and Concrete Aggregates		
• CCRL: Inspected by the Cement and Concrete Reference Laboratory		
• AMRL: Inspected by the AASHTO Materials Reference Laboratory		
• AASHTO Accreditation or Equivalent Accreditation		

SECTION 2.1

FIRM QUALIFICATIONS

FOUNDED

1957

HEADQUARTERS & LABORATORIES

2456 Fortune Drive, Suite 155

Lexington, Kentucky

CONTACTS

Jason Ainslie, P.E., President

(859) 252-7558

jainslie@legregg.com

OWNERSHIP

Locally Owned and Operated

Registered Small Business

FIRM PROFILE

L.E. Gregg Associates, headquartered in Lexington, Kentucky, was founded in 1957 to provide engineering and materials testing services. Originally, the firm's expertise primarily included highway design, construction and testing. Since then, our firm has become well known for special inspections, materials testing, Geotechnical investigations for a variety of markets including commercial, industrial and public/municipal facilities.

Our in-house concrete & masonry and the soils & aggregate lab are certified bi-annually by AASHTO Re:Source. We are also currently one of two labs in Kentucky, and the only for Central and Eastern Kentucky, which are AASHTO Re:Source certified for ASTM C140 which is the compressive strength and absorption of concrete masonry units (CMU). L.E. Gregg is KYTC pre-qualified for Geotechnical and environmental services. L.E. Gregg is also U.S. Army Corps of Engineers certified for Aggregate, Concrete, Masonry and Soil Testing.

All of our field representatives are certified. Additionally, our experts hold rare elite-level certifications including, ICC Master Inspector and IFC Premier Level Firestop Inspector.

We provide the specialized expertise needed to complete a successful project. We pride ourselves in delivering exactly what our clients need, whether taking a simple nuts and bolts approach or using innovative, and cutting-edge technologies to create necessary efficiencies.

FIRM QUALIFICATIONS		
Requirement	Minimum Requirements Met	
	YES	NO
Local Office/Laboratory - The Firm's local office and fully equipped laboratory shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.	YES	
Firm Laboratory - The Firm's Laboratory shall have the following certifications and accreditations:		
• AASHTO R-18: Quality Management System for Construction Materials Testing Laboratories	YES	
• ASTM E329: Standard for Agencies Engaged in Construction Inspection Testing, and Special Inspections	YES	
• ASTM D3740: Minimum Requirements for Agencies Engaged in Testing of Soils and Rock	YES	
• ASTM C1007: Standard for Agencies Engaged in Testing of Concrete and Concrete Aggregates	YES	
• CCRL: Inspected by the Cement and Concrete Reference Laboratory	YES	
• AMRL: Inspected by the AASHTO Materials Reference Laboratory	YES	
• AASHTO Accreditation or Equivalent Accreditation	YES	



US Army Corps
of Engineers.



SECTION 2:2

FIRM QUALIFICATIONS

AASHTO ACCREDITATION

QUALITY MANAGEMENT SYSTEM

R18 – Establishing and Implementing a Quality System for Construction Materials Testing Laboratories

C1077 (Aggregate/Concrete) – Laboratories Testing Concrete and Concrete Aggregates

D3740 (Soil) – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

E329 (Aggregate/Concrete/Soil) – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

SOIL

R58 – Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test

T88 – Particle Size Analysis of Soils by Hydrometer

T89 – Determining the Liquid Limit of Soils (Atterberg Limits)

T90 – Plastic Limit of Soils (Atterberg Limits)

T99 – Moisture-Density Relations of Soils using a 5.5 lb Rammer and a 12 in. Drop

T100 – Specific Gravity of Soils

T180 – Moisture-Density Relations of Soils using a 10 lb Rammer and an 18 in. Drop

T193 – The California Bearing Ratio

T267 – Determination of Organic Content in Soils by Loss on Ignition

T288 – Minimum Soil Resistivity

T310 – In-Place Density and Moisture content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

D421 – Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test

D422 – Particle Size Analysis of Soils by Hydrometer

D698 – The Moisture – Density Relations of Soils using a 5.5 lb Rammer and a 12 in. Drop

D1140 – Amount of Material in Soils finer than the No. 200 Sieve

D1557 – Moisture – Density Relations of Soils Using a 10 lb Rammer and an 18 in. Drop

D1883 – The California Bearing Ratio

D2216 – Laboratory Determination of Moisture Content of Soils

D2435 – One-Dimensional Consolidation Properties of Soils using Incremental Loading

D2487 – Classification of Soils for Engineering Purposes (Unified Soil Classification System)

D2488 – Description and Identification of Soils (Visual-Manual Procedure)

D2974 – Determination of Organic Content in Soils by Loss on Ignition **D4318**

– Determining the Liquid/Plastic Limit of Soils (Atterburg Limits) **D4718** – Oversize Particle Correction

D4972 – pH Testing of Soils

D6913 – Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis

D6938 – In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

G187 – Soil Resistivity using the Two-Electrode Soil Box

AGGREGATE

R76 – Reducing Samples of Aggregate to Testing Size

R90 – Sampling Aggregate

T11 – Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing

T27 – Sieve analysis of Fine and Coarse Aggregates

T84 – Specific Gravity (Relative Density) and Absorption of Fine Aggregate

T85 – Specific Gravity and Absorption of Coarse Aggregate

T255 – Total Moisture Content of Aggregate by Drying

C117 – Materials Finer Than No. 200 Sieve in Mineral Aggregates by Washing

C127 – Specific Gravity and Absorption of Coarse Aggregate

C128 – Specific Gravity (Relative Density) and Absorption of Fine Aggregate

C136 – Sieve Analysis of Fine and Coarse Aggregates

C566 – Total Moisture Content of Aggregate by Drying

C702 – Reducing Samples of Aggregate to Testing Size

D 75 – Sampling Aggregate

CONCRETE

M201 – Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes

R60 – Sampling Freshly Mixed Concrete

T22 – Compressive Strength of Cylindrical Concrete Specimens

T24 – Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

T97 – Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

T119 – Slump of Hydraulic Cement Concrete

T121 – Density (Unit Weight), Yield, and Air Content of Concrete

T152 – Air Content of Freshly Mixed Concrete by Pressure Method

T196 – Air Content of Freshly Mixed Concrete by the Volumetric Method

T231 (5000 psi and below) – Capping Cylindrical Concrete Specimens **T309**

– Temperature of Freshly Mixed Portland Cement Concrete

C31 – Making and Curing Concrete Test Specimens in the Field

C39 – Compressive Strength of Cylindrical Concrete Specimens

C42 – Obtaining and Testing Drilled Cores and Sawed Beams of Concrete

C98 – Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

C138 – Density (Unit Weight), Yield, and Air Content of Concrete

C143 – Slump of Hydraulic Cement Concrete

C172 – Sampling Freshly Mixed Concrete

C173 – Air Content of Freshly Mixed Concrete by the Volumetric Method

C231 – Air Content of Freshly Mixed Concrete by the Pressure Method **C511**

– Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the

testing of Hydraulic Cements and Concretes

C617 (5000 psi and below) – Capping Cylindrical Concrete Specimens

C1064 – Temperature of Freshly Mixed Portland Cement Concrete

C1231 (7000 psi and below) – Use of Unbonded Caps in Determination of

Compressive Strength of Hardened Concrete Cylinders

C1542 – Measuring Length of Concrete Cores

MASONRY

C140 (Concrete Masonry Units) – Sampling and Testing Concrete Masonry Units and Related Units

C1552 – Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing

PROJECT TEAM QUALIFICATIONS		
	Minimum Requirements Met	
Project Manager	Yes	No
• Engineer licensed to practice in the field of geotechnical engineering in the Commonwealth of Kentucky		
• Minimum of seven (7) years of experience		
• Assigned to Local Office (as defined above)		
Project Engineer(s)		
• Engineer(s) licensed to practice in the field of geotechnical or civil engineering in the Commonwealth of Kentucky		
• Minimum of four (4) years of experience		
• Assigned to Local Office (as defined above)		
Field Technician(s)		
• American Concrete Institute (ACI) Level I Certification		
• National Institute for Certification of Engineering Technologies (NICET) Soils Technician Level II		
• NICET Concrete Technician Level I		
• Assigned to Local Office (as defined above)		

Scope of Services

The Scope of Services shall include but not be limited to:

Field Tests

- Subgrade moisture/density (ASTM D6938)
- Engineered fill moisture/density (ASTM D6938)
- Air Content for freshly mixed concrete (ASTM C231)
- Slump Test for freshly mixed concrete (ASTM C143)
- Preparing and Curing Concrete Cylinders for Compressive Strength Testing (ASTM C31)
- Preparing and Curing Grout Cubes for Compressive Strength (ASTM C109)

Laboratory Tests

- Compressive Strength for Concrete Cylinders (ASTM C39)
- Compressive Strength for Grout (ASTM C109)
- Other Soils Tests may include:
 - Moisture Content (ASTM D2216)
 - Particle Size Distribution (ASTM D422)
 - Atterberg Limits (ASTM D4318)
 - Plasticity Index (ASTM D4318)

SECTION 3:1

OUR TEAM

All project team qualifications are met.

Team Member	Role in Project	Location	Phone	Email	Qualifications
Jason Ainslie, PE	Principal Engineer and Project Manager	Lexington	(859) 227-4631	jainslie@legregg.com	KY PE #23677 25 years exp. ICC Master Inspector ACI Field Level 1 Nuclear Gauge Trained 18 years of Experience NICET Level I Concrete (pending) NICET Level II Soils (pending)
Daniel Bowles	Field Technician	Lexington	859-327-5950	dbowles@legregg.com	ACI Field Level 1 ICC Reinforced Concrete IFC Firestop Inspector 19 years of experience Nuclear Gauge Trained ACI Field Level 1 2 years of experience
Chris Sanders	Field Engineering Representative	Lexington	859-227-4625	csanders@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience Nuclear Gauge Trained ACI Field Level 1 RPR Training 3 years of experience
Ethan Cox	Field Engineering Representative	Lexington	859-333-1634	ecox@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience
Steven Reichel	Field Engineering Representative	Lexington	859-749-2191	sreichel@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience
Victoria Burdiss	Field Engineering Representative	Lexington	859-699-1131	vburdiss@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience
Christi Wilson	Field Engineering Representative	Lexington	859-227-4628	cwilson@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience
Holden Rea	Field Engineering Representative	Lexington	859-351-3094	hrea@legregg.com	Nuclear Gauge Trained ACI Field Level 1 2 years of experience Geologist in Training ACI Aggregate Testing Technician Level 1
Felicity Shirkey	Field Geologist/ Soils Lab Technician	Lexington	859-252-7558	fshirkey@legregg.com	ACI Aggregate Base Testing Technician Nuclear Gauge Trained 3 years of experience
Kevin Haller	Field Geologist/ Soils Lab Technician	Lexington	859-252-7558	khaller@legregg.com	Geologist in Training Nuclear Gauge Trained 3 years of experience
Cody Newsome	Concrete Lab Technician	Lexington	859-252-7558	cnewsome@legregg.com	ACI Concrete Strength Testing Technician 2 years of experience

- Soil Classification (ASTM D2487)
- Density-Permeability (ASTM D5084)

Special Inspections

- As directed by the Engineer of Record.

Contract Guidelines

The Firm shall submit a monthly report for all field and laboratory tests. The report shall be signed / sealed by a professional engineer. This report should include information from all daily and weekly reports for that month. The report (for concrete placement) shall as a minimum include the following information:

Concrete Sampling and Testing Reports

- Project Name
- Date and location (structure identification) of concrete placement
- Weather conditions
- Name of Technician(s)
- Name of concrete supplier
- Time of arrival on site
- Time of placement
- All sampling and test results

Other Reports

- Project name
- Date and location (structure or site identification) of test
- Weather conditions
- Name of Technician(s)
- All sampling and test results

The number and frequency of samples shall be per the Contract Documents unless otherwise directed by the Engineer of Record. Quantities in the price proposal have been normalized for comparison only and are not indicative of any particular project.

Hourly rates are for specific requests/reports and shall be as directed in individual Task Orders by DWQ.

Proposed fees shall include the cost of all supplies (including cylinder molds) and equipment necessary for the specified sampling or laboratory tests.

Field technician(s) will be expected to be present at the direction of the Engineer of Record/Resident Project Representative (RPR, inspector). LFUCG will pay overtime at the rate of 1-1/2 times the normal hourly rate (exclusive of overhead) when concrete placement exceeds eight (8) hours per day. If the contractor works double shifts, LFUCG will not pay overtime and the testing firm will be expected to have separate technicians available to cover the required shifts. LFUCG will pay overtime (exclusive of overhead) for normal shifts that exceed 40 hours per week.

All Travel is incidental to the tests performed.

LFUCG will not pay subsistence.

EXHIBIT B

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Al Torstrick Insurance Agency 343 Waller Ave #101 Lexington KY 40504		CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859) 233-1461 FAX (A/C, No): E-MAIL ADDRESS: rblain@altorstrick.com																					
INSURED JJL Inc., DBA: L E Gregg Associates 2456 Fortune Drive Suite 155 Lexington KY 40509		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Property & Casualty Insurance Company of Hartford</td><td>34690</td></tr><tr><td>INSURER B:</td><td>Nutmeg Insurance Company</td><td>39608</td></tr><tr><td>INSURER C:</td><td>Hartford Insurance Company of Illinois</td><td>38288</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Property & Casualty Insurance Company of Hartford	34690	INSURER B:	Nutmeg Insurance Company	39608	INSURER C:	Hartford Insurance Company of Illinois	38288	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Hartford Insurance Company of Illinois	38288																					
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 2025-2026

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		33UECAC0798	10/10/2025	10/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
	B						<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	33UECAC0798	10/10/2025	10/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
							A				<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000	33UECAC0798	10/10/2025	10/10/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
											C				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability policy includes a blanket additional insured and blanket waiver of subrogation endorsement (Form CG19)

Project Name (Lexington Fire Station No. 24) and Project Number (BCI-16106)

CERTIFICATE HOLDER

CANCELLATION

Lexington Urban County Government 200 E. Main St. Lexington KY 40507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40243	CONTACT NAME: Cheryl Clayton PHONE (A/C, No, Ext): 502-489-6242 E-MAIL ADDRESS: CClayton@higginbotham.com FAX (A/C, No):
License#: 2081754 JJLINC0-01	INSURER(S) AFFORDING COVERAGE INSURER A : XL Specialty Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED JJL, Inc. dba L.E. Gregg Associates, Inc c/o Bell Engineering 2456 Fortune Drive, Suite 155 Lexington KY 40509	NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 1582108086**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	DPR5041810	4/1/2025	4/1/2026	Per Claim Aggregate 3,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Const / Material Testing / Special Inspection Contract 2016-2017

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette Urban County Government
200 East Main Street
Lexington KY 40507

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

Bid for Engineering Services

and

Related Matters

Construction Materials Sampling and Testing Fee Proposal

No.	Description	Quantity	Unit	Unit Price	Total
1.	Field Technician Services to Include	1100	Hour	\$73.00	\$80,300
	Concrete Air Tests*				
	Concrete Slump Tests*				
	Concrete Cylinders Made*				
	Mortar Cubes Made*				
	Subgrade Moisture/Density (Soil)*				
	Engineered Fill Moisture/Density (Aggregate)*				
	Moisture Content (Soil)*				
	Asphalt Density (Field)*				
2.	Concrete Cylinders Broken	1,000	Each	\$20.00	\$20,000.00
3.	Mortar Cubes Broken	50	Each	\$27.00	\$1350.00
4.	Shotcrete Panel Test (includes Panel)	10	Each	\$300.00	\$3,000.00
6.	Rock Bearing Capacity	10	Each	\$53.00	\$530.00
7.	Special Inspections (per hour)	50	Each	\$95.00	\$4,750.00
8.	Monthly Report by PE or PM	24	Each	\$200.00	\$4,800.00
Total Base Bid					\$114,730.00
	Other Prices for Tests	Unit	Unit Price		
	Particle Size Distribution (ASTM D7928)	Each	\$84.00		
	Atterberg Limits	Each	\$105.00		
	Plasticity Index	Each	Incl. Above		
	Soil Classification (ASTM D2487)	Each	\$5.00		
	Density (ASTM D7263)	Each	\$96.00		
	Permeability (ASTM D5084)	Each	\$368.00		
	Percolation Test	Each	\$500.00		
	Hourly Rates	Unit Price			
	Project Manager	\$200.00			
	Professional Engineer (P.E.)	\$142.00			
	Structural Steel Systems (ICC)	\$100.00			
	Field Technician	\$73.00			
	Laboratory Technician	\$70.00			
	Clerical	\$65.00			

*Included in Field Technician Services

Note: Equipment and Mileage are incidental to tests

Signed: Jason Ainslie Printed: Jason Ainslie

Title: President Firm: L.E. Gregg Associates, Inc.

Date: 04/22/25

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services (executed Task Order)

LFUCG TASK ORDER NO. _____
UNDER LFUCG INDEFINITE SERVICES AGREEMENT WITH

FEDERAL CONSENT DECREE REMEDIAL MEASURES PLAN (RMP)

CONSULTANT

OWNER

Name		Lexington Fayette Urban County Government	
Street Address		200 East Main Street	
City, State, Zip		Lexington, KY 40507	
Contact Person			
Telephone		859-425-2400	
Fax		859-254-7787	
E-Mail			

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

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SCHEDULE OF WORK

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FEE

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ADDITIONAL PROVISIONS

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

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

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

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