

## ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of November 13, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and Thoroughbred Engineering with offices located at 1409 N. Forbes Rd. Suite 110, Lexington, Kentucky 40511 (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for Thoroughbred Engineering 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 <sup>electronic copies</sup> ~~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 <sup>electronic copies</sup> ~~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.

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:  
Thoroughbred Engineering

BY: Linda Gorton  
LINDA GORTON, MAYOR

BY: Jordan Haney  
Jordan Haney, President

ATTEST:

Mackenzie Stock  
URBAN COUNTY COUNCIL CLERK )  
COMMONWEALTH OF KENTUCKY )  
COUNTY OF FAYETTE )

The foregoing Agreement was subscribed, sworn to and acknowledged before me by JORDAN HANEY, as the duly authorized representative for and on behalf of THOROUGHbred ENGINEERING, on this the 10 day of NOVEMBER, 2025.

My commission expires: 05/22/2027.

[Signature]  
NOTARY PUBLIC

KYNPT0970

**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

<b>FIRM QUALIFICATIONS</b>		
<b><u>Local Office / Laboratory</u></b> – 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
<b><u>Firm Laboratory</u></b> – 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		

# FIRM QUALIFICATIONS

## OUR PRIMARY FOCUS IS BUILDING RELATIONSHIPS

### OFFICE LOCATION

Lexington, Kentucky 1409 N. Forbes Rd., Lexington, KY

#### CLIENT

**Mr. Darrin Croucher, PE**  
CEO

#### EMAIL / PHONE

[dcroucher@tbredfirm.com](mailto:dcroucher@tbredfirm.com) | 859.509.4007

**Mr. Jordan Laney, PE**  
Principal Engineer/Project Manager.

[jlaney@tbredfirm.com](mailto:jlaney@tbredfirm.com) | 859.314.5754

**Mr. Mohammad Seraji, PE**  
Special Inspector of Record

[mseraji@tbredfirm.com](mailto:mseraji@tbredfirm.com) | 859.221.8741





# FIRM QUALIFICATIONS

Find An Accredited Lab

Results found: 1

## Colt Engineering, Inc dba Thoroughbred Engineering

Lexington, Kentucky [Show This Entry Only](#)

[View Accreditation Certificate](#)

James Campbell  
1409 N Forbes Road  
First Floor  
Lexington, Kentucky 40511

Phone: (859) 585-7387  
Fax:  
[jcampbell@tbredfirm.com](mailto:jcampbell@tbredfirm.com)  
<http://www.tbredfirm.com>

**Quality Management System - accredited since 10/16/2020**  
R18, C1077 (Aggregate), C1077 (Concrete), D3740 (Soil), E329 (Aggregate), E329 (Concrete), E329 (Soil)

**Asphalt Mixture - accredited since 10/16/2020**  
T166 (Cores), T355, D2726 (Cores), D2950, D3549

**Soil - accredited since 10/16/2020**  
R58, T88, T89, T90, T99, T100, T134, T180, T193, T208, T216, T265, T310, T311, D421, D422, D558, D698, D854, D1140, D1557, D1883, D2166, D2216, D2435, D2487, D2488, D2937, D4318, D4643, D4718, D4829, D6913, D6938

**Rock - accredited since 10/16/2020**  
D4543

**Aggregate - accredited since 10/16/2020**  
R76, R90, T11, T27, T84, T85, T265, C117, C127, C128, C136, C566, C702, D75

**Concrete - accredited since 10/16/2020**  
M201, R80, R100 (Cylinders), T22, T119, T121, T152, T196, T231 (6000 psi and below), T309, C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (6000 psi and below), C1064, C1231 (7000 psi and below)

<https://aashtoresource.org/aap/accreditation-search-results?labname=Thoroughbred>

<b>PROJECT TEAM QUALIFICATIONS</b>		
	Minimum Requirements Met	
	<b>Yes</b>	<b>No</b>
<b>Project Manager</b>		
• 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)		
<b>Project Engineer(s)</b>		
• 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)		
<b>Field Technician(s)</b>		
• 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)

## **Project Team Qualifications**

### **Mohammed Seraji, PE**

Project Engineer

Lexington

859-785-0383

[msweaji@tbredfirm.com](mailto:msweaji@tbredfirm.com)

40 yrs as Civil Engineering

### **Jordan Haney, PE**

Project Manager

Lexington

606-314-5754

[jhaney@tbredfirm.com](mailto:jhaney@tbredfirm.com)

8 yrs as a Geotechnical Civil Engineer

### **Chris Pennington**

Sr. Technician

Lexington

859-983-9447

[cpennington@tbredfirm.com](mailto:cpennington@tbredfirm.com)

ACI level 1

NICET 3 Concrete

NICET 2 Soils, Asphalt

Troxler Nuclear Gauge

### **David Brunker, SI**

Sr. Technician

Lexington

859-588-0284

[dbrunker@tbredfirm.com](mailto:dbrunker@tbredfirm.com)

ACI level 1

ICC-Soils, Masonry, Concrete, Fireproofing

Troxler Nuclear Gauge

### **Billy Walker, SI**

Technician

Lexington

502-542-5295

[bwalker@tbredfirm.com](mailto:bwalker@tbredfirm.com)

ACI level 1

ICC-Soils, Masonry, Concrete

Troxler Nuclear Gauge

### **Shannon Arnett, SI**

Technician

Lexington

502-533-8268

[sarnett@tbredfirm.com](mailto:sarnett@tbredfirm.com)

ACI level 1

ICC-Soils, Masonry, Concrete

Troxler Nuclear Gauge

### **Jordan Cobb**

Lexington

Technician

859-785-0383

[jcobb@tbredfirm.com](mailto:jcobb@tbredfirm.com)

ACI level 1

Troxler Nuclear Gauge

### **James Campbell**

Lexington

Lab Technician

859-785-0383

[jcambell@tbredfirm.com](mailto:jcambell@tbredfirm.com)

ACI level 1, Strength 1

ACI Lab 2 Concrete

ACI Aggregate Base Testing

ACI-Aggregate 2

NICET-Soils 3

NICET-Concrete 2

**Kurtis Neels, SI**

Technician

Lexington

859-785-0383

[kneels@tbredfirm.com](mailto:kneels@tbredfirm.com)

ACI level 1

ICC-Soils, Masonry, Concrete, Fireproofing

Troxler Nuclear Gauge

**Logan Nickell**

Technician

Lexington

859-785-0383

[lnickell@tbredfirm.com](mailto:lnickell@tbredfirm.com)

ACI level 1

ICC-Soils

Troxler Nuclear Gauge

- 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.

All reports will be provided electronically

## **EXHIBIT B**

### **Certificate of Insurance**

I



COLTENG-01

JPENNELL

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2024

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  
Lexington / AssuredPartners NL  
1792 Alysheba Way, Suite 300  
Lexington, KY 40509

CONTACT NAME: Jamie Pennell

PHONE (A/C, No, Ext): (859) 685-6533 6533

FAX (A/C, No):

E-MAIL ADDRESS: jamie.pennell@assuredpartners.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Cincinnati Insurance Company

10677

INSURER B: Kentucky Employers Mutual Insurance

10320

INSURER C: Hudson Insurance Company

25054

INSURER D: Travelers Property Casualty Co of America

25674

INSURER E:

INSURER F:

INSURED  
Colt Engineering, Inc. DBA Thoroughbred Engineering  
Colt Exploration, LLC, Colt Management, LLC  
Colt Construction, LLC dba Hargett Construction  
239 North Broadway  
Lexington, KY 40507

## COVERAGES

## CERTIFICATE NUMBER:

## 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI, WOS, PNOC  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC  OTHER:		EPP 0641260	1/9/2025	1/9/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000 EBL AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Uninsured Motorists <input checked="" type="checkbox"/> Underinsured Motorists		EBA 0641260	1/9/2025	1/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM - BI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$		EPP 0641260	1/9/2025	1/9/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ General Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	408305	1/9/2025	1/9/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof/Poll		PRB 06 19 120079	1/9/2025	1/9/2026	Per Claim/Aggregate \$ 5,000,000
D	Excess Liability		EX-6S666010-24-NF	8/9/2024	1/9/2026	Ea Occ/Agg \$ 5,000,000

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

Surveyors/Core Drilling

Additional Insured status applies to General Liability when required by written contract.

\*\*\*FOR INFORMATIONAL PURPOSES ONLY\*\*\*

Professional/Pollution coverage does not apply to Hargett Construction

Colt Construction, LLC dba Hargett Construction Worker's Compensation: Limit: \$4,500,000, Policy term: 1/1/25-1/1/26, Carrier: Kentucky Associated General Contractors, Policy number: 23406

## CERTIFICATE HOLDER

## CANCELLATION

Colt Engineering, Inc. DBA Thoroughbred Engineering  
Colt Exploration, LLC, Colt Management, LLC  
Colt Construction, LLC dba Hargett Construction  
P.O. Box 481  
Lexington, KY 40588

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



# **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	75	82500
	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	20,000
3.	Mortar Cubes Broken	50	Each	20	1000
4.	Shotcrete Panel Test (Includes Panel)	10	Each	300	3000
6.	Rock Bearing Capacity	10	Each	75	750
7.	Special Inspections (per hour)	50	Each	75	3750
8.	Monthly Report by PE or PM	24	Each	400	400
Total Base Bid					111,400

Other Prices for Tests	Unit	Unit Price
Particle Size Distribution (ASTM D7928)	Each	150
Atterberg Limits	Each	90
Plasticity Index	Each	0
Soil Classification (ASTM D2487)	Each	0
Density (ASTM D7263)	Each	60
Permeability (ASTM D5084)	Each	560
Percolation Test	Each	

Hourly Rates	Unit Price
Project Manager	160
Professional Engineer (P.E.)	200
Structural Steel Systems (ISC)	125
Field Technician	75
Laboratory Technician	75
Clerical	60

\*Included in Field Technician Services

Note: Equipment and Mileage are incidental to tests

Signed: 

Printed: Jordan Haney, P.E.

Title: Principal Engineer

Firm: C&T Engineering, Inc.

Date: 4/24/2025

## **EXHIBIT D**

**Further Description of Basic Engineering Services**

**and**

**Related Services (executed Task Order)**

## FEDERAL CONSENT DECREE REMEDIAL MEASURES PLAN (RMP)

**OWNER**

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

**Task Order Date:** \_\_\_\_\_

**Task Name:** \_\_\_\_\_

**Task ID:** \_\_\_\_\_

## SCOPE OF WORK/DELIVERABLES

SCOPE OF WORK/DELIVERABLES	

## SCHEDULE OF WORK

<p><b>SCHEDULE OF WORK</b></p>	
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**FEE**

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## ADDITIONAL PROVISIONS

Consultant understands and agrees that the performance of these services is 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**”), 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:

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.*