

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 12, 2013, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Florence & Hutcheson, Inc. with offices located at 2550 Irvin Cobb Drive, Paducah, KY 42003 (**CONSULTANT**). **OWNER** intends to proceed with the Category 2 (Dig and Replace Pipeline Projects) Professional Engineering Services Program as described in the attached Exhibit A, "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the **CONSULTANT**. The services are hereinafter referred to as the **PROJECT**.

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.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "RFP #33-2012 Request for Qualifications (RFQ) for Professional Engineering Services" (including Addendum 1), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the **CONSULTANT'S** response to RFP #33-2012), and

**amendments to the CONSULTANT'S proposal included in attached Exhibit D
"Further Description of Basic Engineering Services and Related Matters."**

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**.

- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.2.4. The **CONSULTANT** shall post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT**. 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**.
- 1.2.5. 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 post all draft final work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall five (5) copies (hardcover). 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.
- 1.2.6 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", subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. 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 render in writing decisions pertaining thereto 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 with respect to the services to be rendered under this Agreement. 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 Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary 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. See attached Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the 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 ninety (90) 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 and any related fees.
- 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** 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 reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) 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 and any related fees.

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.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit 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 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 himself with and shall at all times comply with 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 himself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 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 & Public Works, 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

The **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.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **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 the **OWNER**, the **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 the **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 except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his 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 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. 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.

6.9.4. INSURANCE REQUIREMENTS

6.9.4.1. 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 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.

6.9.4.2. 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.

6.9.4.3. 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.

6.9.5. 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

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

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7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2012.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders




I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business




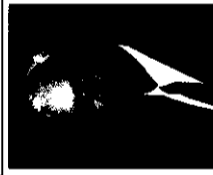



CATEGORY 2 - Dig & Replace Pipelines

<p>Lee Sewell, SE, PE Structural Lexington / 9 yrs. exp. Education MSCE-2003, BSCE-2002 U. of KY PE / SE Registration KY-IN-LA / IL</p>	 <p>Mr. Sewell serves as a Project Engineer with F&H's Structural Division with 9 years of experience as a structural engineer in research, specialized inspection and civil infrastructure design. He has designed several projects dealing with foundations, retaining walls, and other structures involved in the construction of wastewater pump stations and treatment plants. He is generally responsible for preliminary evaluation, structure optimization and production of final plans.</p>	<ul style="list-style-type: none"> • Naval Facilities Engineering Services Center – Waterfront Facilities Inspections and Assessments • Replacement Bridge - Allen & Pendleton Cos., KY • Underwater Bridge Inspections - KY and OH DOT's • US Army Corps of Engineers, Kentucky River Lock and Dam No. 6 - Woodford County, KY • University of KY Memorial Coliseum Expansion - Fayette Co.
<p>Connie Allen, PE Construction Mgmt. Harrodsburg / 22 yrs. exp. Education BA/1985/Political Science & BSCE/1990/U. of KY PE Registration KY / OH Certified Const. Manager</p>	<p>Provided project planning, engineering design, construction management, and contract administration for municipal and private utility capital construction, including project, time, and cost management. Advised the Owner on design alternatives, quality assurance and risk assessment, and management. Conducted contract administration throughout design, procurement, and construction for the Owner in cooperation with federal funding agencies. Unparalleled experience in securing funding for public infrastructure projects, including USDA, CDBG, EDA, TEA federal funding and Kentucky Infrastructure Authority. ** One of only six Certified Construction Managers in Kentucky and the only one located in the Blue Grass Area Development District.</p>	<ul style="list-style-type: none"> • Irvine Municipal Utilities, Regional Wastewater Project • Northern Kentucky Water District, Lakeview Pump Station • Surge Tanks (Construction Administration only) • Irvine Municipal Utilities, Mt. Scratchum Storage Tank and Line Extensions • City of Jackson, Water Treatment and Distribution Improvements • City of Jackson, Elkatawa Wastewater Collection System Improvements
<p>Larry Harmon, PE, PLS Survey/Easements Lexington / 35 yrs. exp. Education BSCE - U of KY - 1975 PE / PLS Registration KY / WV</p>	 <p>Larry is a principal engineer and project manager for HHE with over 37 years of relevant experience in civil engineering and land surveying, with specific work experience in site design, wastewater systems, storm water management, boundary surveys, topographic surveys, and construction document preparation. Clients with whom Larry has worked include the Lexington-Fayette Urban County Government (LFUCG), Kentucky Transportation Cabinet (KYTC), various A/E Firms and private client. Larry supervises all surveying and provides project management and QA/QC reviews for the firm. He has also written computer software for civil engineering design and surveying applications and is proficient with all CADD platforms.</p>	<ul style="list-style-type: none"> • Sheridan Drive Stormwater Improvements Survey and Design; Lexington, KY • Bahama Road Stormwater Improvements Survey and Design; Lexington, KY • Kentucky Horse Park Pump Station and Force Main Project Survey; Fayette County, KY • Meadows-Northland-Arlington Neighborhood Improvements and Stormwater Management Survey and Hydraulic Modeling; Lexington, KY
<p>Michelle Howlett, PE Electrical / Controls Lexington / 21 yrs. exp. Education BS in Electrical Eng. - U of KY - 1990 PE Registration Electrical - KY/IN/OH/TN NFPA Member LEED Accredited</p>	 <p>Ms. Howlett has over 21 years of experience as project manager and electrical engineer for a broad array of projects up to \$131M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.</p>	<ul style="list-style-type: none"> • Deep Springs Wastewater Pump Station, Lexington KY • North Elkhorn Wastewater Pump Station, Lexington, KY • New Lower Howards Creek Wastewater Treatment Plant, Winchester, KY • Pump Station Improvements, Bluegrass Airport, Lexington KY • Mellwood Pump Station, Louisville, KY • Wastewater Treatment Plant Improvements, Irvine, KY



CATEGORY 2 - Dig & Replace Pipelines

<p>Tim Adams, PE, PLS Construction Mgmt./Easements Lexington / 27 yrs. exp. Education BSCE - U of KY - 1988 PE / PLS Registration KY-IN-TN / KY</p>		<p>Tim has worked in engineering and management positions from Transportation Engineer Supervisor to Chief District Engineer involved in all areas of project development and delivery including: location/construction surveys, location and design, ROW mediation, contract document preparation and interpretation, constructability reviews, value engineering, field implementation/modification of traffic and erosion control plans. Tim reviewed and approved numerous utility permits that involved moving or replacing water, sewer, gas lines with road bores and road cuts and locations on highway R/W. Construction Management Substitute.</p>	<ul style="list-style-type: none"> Chief District Engineer, KYTC KYTC On-Call CE&I Contract - Districts 4 & 5 (2010) KYTC On-Call CE&I Contract - Districts 1 thru 5 (2009) KY 52 - Lee County, KY (at Tallega) KY 1057 - Powell Co., KY BRZ 1003(110) RS 5259(22) KY89 (MP 3.0, STA 678+96.93-695+00) Clark Co. KY KY 1571 - Estill Co., KY BRZ 5302 (9) KY 594 - Estill Co., KY BRZ 1003(156) Riverport Pump Station - Calvert City, KY Riverport Pump Station - Meade County, KY Days Inn Pump Station - Kuttawa, KY Moon Bay and Suwanee Pump Stations - Kuttawa, KY Cypress Lake Pump Station - Calvert City, KY Mayfield Electric and Water System - Mayfield, KY Wastewater Treatment Plant - Barlow, KY Wastewater Treatment Plant - Henderson, KY Wastewater Tmt. Plant Structural - Expansion of 4th Creek Plant in Knoxville, TN from 5 MGD to 10.8 MGD. Wastewater Tmt Plant Structural - Expansion of Brush Creek Plant in Johnson City, TN from 5.5 MGD to 11 MGD. Wastewater Tmt Plant Structural - Expansion of Knob Creek Plant in Johnson City, TN from 1.0 MGD to 4.0 MGD. Wastewater Conveyance - Design of bridge to carry 36 inch diameter waterline over the Stones River in Nashville, TN
<p>Don Fuller, PE Electrical Engineer Paducah / 46 yrs. exp. Education BSEE - U of Missouri-Rolla, 1966 PE Registration KY / IL / MS</p>		<p>Mr. Fuller serves as an electrical engineer experienced in designing the electrical components of new and replacement wastewater facilities, including pump stations and wastewater treatment plants. Don is routinely responsible for new design and layout of electrical secondary distribution system, switchgear, motor control centers, computer control systems, closed circuit television security systems, area security lighting, standby electric generators and system controls. Electrical/Controls Substitute.</p>	<ul style="list-style-type: none"> Wastewater Tmt. Plant Structural - Expansion of 4th Creek Plant in Knoxville, TN from 5 MGD to 10.8 MGD. Wastewater Tmt Plant Structural - Expansion of Brush Creek Plant in Johnson City, TN from 5.5 MGD to 11 MGD. Wastewater Tmt Plant Structural - Expansion of Knob Creek Plant in Johnson City, TN from 1.0 MGD to 4.0 MGD. Wastewater Conveyance - Design of bridge to carry 36 inch diameter waterline over the Stones River in Nashville, TN
<p>Steve Putney, PE Structural Nashville / 41 yrs. exp. Education BECE - Vanderbilt U., 1969 Graduate Courses U. of TN 1973-1974 PE Registration AL/AR/MS/MO/TN/TX</p>		<p>Mr. Putney serves as a Senior Structural Engineer conducting designs for a variety of structures. He is presently managing engineer for structural design in Alabama, Arkansas, Mississippi and Tennessee. He has over 40 years experience in structural engineering design and in leadership, organization, and management skills application. He has a broad base of structural engineering knowledge developed through experience in a wide variety of project designs for transportation, public works, industry, buildings and water/wastewater. Structural Substitute.</p>	<ul style="list-style-type: none"> Relocation of Rocky Fork Road - Nolensville, TN Rogers Property - Brentwood, TN Tennessee Department of Transportation, Erosion Prevention & Sediment Control (EPSC) SR 40 from SR 33 to West of the Ocoee River - Polk County, TN Relocation of US 71 Between County Road 8 And Custer Blvd. - Sebastian County, AR
<p>John Farmer, PE, CPESC ESC/SWPPP/Permitting Nashville / 22 yrs. exp. Education BSB-Middle TN St., 1983 BSE-TN Tech. 1990 PE Registration AL/AR/KY/MS/TN/TX</p>		<p>Mr. Farmer currently serves Florence & Hutcheson as a Senior Environmental Engineer. His responsibilities include all aspects of environmental planning for state/federal highway projects and water/wastewater projects. His expertise includes jurisdictional wetland delineations, state and federal water source classifications and alteration permitting, work in compliance with the National Environmental Policy Act, stormwater pollution prevention planning & design and traditional environmental site assessments. ESC/SWPPP/Permitting Substitute.</p>	<ul style="list-style-type: none"> Relocation of Rocky Fork Road - Nolensville, TN Rogers Property - Brentwood, TN Tennessee Department of Transportation, Erosion Prevention & Sediment Control (EPSC) SR 40 from SR 33 to West of the Ocoee River - Polk County, TN Relocation of US 71 Between County Road 8 And Custer Blvd. - Sebastian County, AR
<p>Kitty Hall-Harmon Survey/Easements Education BSCE - U. of KY - 1983 PE / PLS Registration KY / WV</p>		<p>Kitty is a principal and project manager for HHE with 35+ years experience in land surveying, site development, site utilities, sanitary sewers, storm water management and ADA compliance. She is responsible for the firm's administration, provides project management and QA/QC reviews. Kitty has an extensive background in surveying, design and project mgmt. with various clients, including: Lexington-Fayette Urban County Government, KY Finance and Administration Cabinet Blue Grass Airport, US Army Corps of Engineers, KY Department of Transportation, various A/E firms and private clients. Survey/Easements Substitute.</p>	<ul style="list-style-type: none"> Jacobson Park Sanitary Sewer Easements; Lexington, KY West Hickman Waste Water Treatment Plant Upgrade Survey and Site Design; Lexington, KY Trafion Road Stormwater Project Easements; Lexington, KY

• Projects in red font have detailed information provided in Section 5 (Similar Projects)



CATEGORY 2 - Dig & Replace Pipelines

Section 4 - List of Clients for Similar Projects

Table 3 lists the clients with contact information for some examples of similar F&H projects described in Section 5 that follows. Additional projects and clients can be provided upon request. Due to space limitations, client lists have not been provided for the Subconsultants.

Table 3 - Client Information for Similar Projects				
Client Name	Contact Person	Contact Phone	E-mail Address	Similar Projects Completed (Titles)
City of Madisonville	Bill Jackson, PE - City Engineer	270-824-2120	bjackson@madisonvillegov.com	KY 70 Water and Sewer Utility Relocation
Henderson Water Utility	Rodney Michael - Operations Manager	270-826-2824	michaelr@hkywater.org	US 60 Water and Sewer Utility Relocation
Calvert City Water and Sewer	Roger Colburn, PE - Manager	270-994-7482	rcolburn@calvertcity.com	Cypress Lake Lift Station Upsize, Force Main Replacement and Gravity Sewer Interceptor
Paducah-McCracken County Joint Sewer Agency	John Hodges, PE - Executive Director	270-575-0056	jhodges@joimisesewer.com	Bridge Street Combined Sewer Separation
Nashville Metro Water Services	Alan Hand, PE	615-862-4598	Alan.hand@nashville.gov	Kidd Road Trunk Sewer - Nolensville, TN



CATEGORY 2 - Dig & Replace Pipelines

Section 5 – Similar Projects

Table 4 provides a summary description of the components and services provided for example similar projects completed by F&H. A list of similar projects completed by the Subconsultants is shown in Table 5. Due to space limitations, descriptions of the subconsultant projects are not included.

Table 4 – Description of Components and Services for Similar Projects

Project Name and Design Components	Services Provided	Date / Cost / Key Staff
<p>KY 70 – Water & Sewer Utility Relocation – Madisonville, KY - The referenced project was implemented by the City of Madisonville to in an effort to facilitate relocation of water and sewer utilities associated with proposed roadway grade and drain construction and provide sanitary sewer service to properties with septic systems negatively affected by the proposed state highway construction.</p> <ul style="list-style-type: none"> • Relocation of 18,000 linear feet of 6" – 10" DIP water line • A 1 MGD water pump station • 13,000 linear feet of 8" & 10" gravity sewer • Two duplex submersible Flygt sewer pump stations • 5,200 linear feet of 4" HDPE sanitary sewer force main • Commercialized Utility Replacement Project Area • Congested utilities involving water, sewer, natural gas, underground telephone, existing and proposed storm sewer conflicts • Includes 2 Duplex Flygt Sewage Pump Stations and One Triplex EFI Water Pump Station • Utility Construction congruent with KYDOH roadway widening • Coordinate utility construction efforts with utility subcontract and KDOH roadway general contractor 	<ul style="list-style-type: none"> • Wastewater planning • Alignment reviews • Pump station rehabilitation plans • Sanitary and potable water design drawings in plan, profile, and roadway cross-sectional views • Traffic control and construction sequencing • Negotiation of 112 permanent utility easements • Expert witness testimony condemnation suit • Construction engineering • full-time inspection services • record drawing preparation • facility start-up • closeout services 	<p>2007</p> <p>\$ 3,000,000</p> <p>Brian Flynn Michael Rogers</p>
<p>US 60 – Water and Sewer Utility Relocation – Henderson, KY - The project was implemented due to the KYDOH plan to widen US Highway 60, a highly industrialized arterial state highway, on the west side of Henderson from KY 435 (Henderson Bypass) in a northward direction to US Highway 41. The project included the relocation of the water and sewer facilities including water lines, wastewater interceptors, pump stations and force mains. The 18" diameter force mains were combined based on computer modeling, into a manifold system to increase overall system efficiency and allow for construction within a highly congested industrial utility corridor.</p> <ul style="list-style-type: none"> • Infowater distribution modeling software to evaluate interconnected force main configurations • 2,000 l.f. of 15" and 18" diameter PVC & DIP gravity sewer • 1,300 l.f. of 8" PVC gravity sewer • 5,000 l.f. of 18" – 24" DIP water line • Two 6 MGD & one 4 MGD quad-plex wastewater pump stations • 13,000 l.f. of 10" – 18" diameter DIP & HDPE sanitary sewer force main • 500 l.f. 24" dia. SDR 11 HDPE directional drill crossing Ohio River tributary • 600 l.f. 36" dia. SDR 11 HDPE directional drill crossing Ohio River tributary • 120 l.f. 24" diameter steel encasement horizontal drill beneath multi-track CSX RR property • Congested utilities involving water, sewer, natural gas, underground telephone, existing and proposed storm sewer conflicts 	<ul style="list-style-type: none"> • Planning Water & sewer facilities location • Coordination with other utilities & railroad • Subsurface Underground Exploration and Recording • Survey • Design • Bid quantities • Opinions of probable construction cost • Construction related engineering & inspection services 	<p>2010</p> <p>\$ 2,000,000</p> <p>Brian Flynn Charles McCann</p>
<p>Cypress Lake Lift Station Upsize, Force Main Replacement and Gravity Sewer Interceptor – Calvert City, KY - This project consisted of the rehabilitation of the existing sewer lift station located near the Cypress Lakes Park, force main replacement and construction of a new interceptor sewer.</p> <ul style="list-style-type: none"> • Upgrade capacity of existing lift station to 1 MGD • Replaced existing pumps with 700 gpm 40 HP submersible pumps • Replaced rails and controls • New electrical service and electrical panel 	<ul style="list-style-type: none"> • System evaluation • Preliminary design • Field and boundary surveys • Final design • Easement development and acquisition • Permitting • Environmental document preparation 	<p>2011</p> <p>\$435,000</p> <p>Brian Flynn Mike Jones</p>

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH _____ FOR

CONSULTANT

OWNER

Street Address	_____	Lexington Fayette Urban County Government
City, State, Zip	_____	200 East Main Street
Contact Person	_____	Lexington, KY 40507
Telephone	_____	Charles Martin
Fax	_____	859-425-2438
E-Mail	_____	859-254-7787
		chmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Remedial Measures Plan project, **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 Vernon Azevedo, P.E.
A fully executed copy will be returned to the Owner.*