



Statement of Qualifications

Construction Material Sampling, Testing and Special Inspections

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Lexington, KY

#49-2025



GEOTECHNICAL, ENVIRONMENTAL & MATERIALS ENGINEERS

TABLE OF CONTENTS

1.0 Cover Letter

2.0 Firm Qualifications

- 2.1 Location and Contact Information
- 2.2 Laboratory Accreditations and Certifications

3.0 Project Team Qualifications

- 3.1 L.E. Gregg Team Spreadsheet

4.0 Fee Section

Uploaded through IonWave

5.0 Appendix

- 5.1 Affidavit
- 5.2 Green Procurement
- 5.3 General Provisions of Bid Contract
- 5.4 Equal Opportunity Agreement
- 5.5 Workforce Analysis Form
- 5.6 WMDBE Participation Form, Substitution Form, Quote Summary Form and Subcontractor Monthly Payment Form
- 5.7 Statement of Good Faith Efforts & Letter
- 5.8 Engineering Services Agreement
- 5.9 General Liability and Professional Liability Insurance
- 5.10 Addenda No. 1
- 5.11 Addenda No. 2

BUILT ON SAFETY, FROM THE GROUND UP

EVALUATION CRITERIA

| SECTIONS | L.E. GREGG QUALIFICATIONS | SECTION/ PAGE |
|--|---|------------------|
| Section 1: Cover Letter | | 1/5 |
| Section 2: Firm Qualifications | 2456 Fortune Drive, Suite 155 Jason Ainslie, P.E., president (859) 252-7558 AASHTO Re:Source Accredited Soils and Aggregate Lab AASHTO Re:Source Accredited Concrete and Masonry Lab All minium requirements are met and others are listed | 2/7 |
| Section 3: Project Team Qualifications | Project Manager, Jason Ainslie, P.E. Project Engineer, Steven Mortimer, P.E. ACI Level I / Master Inspector, Daniel Bowels NICET Soils Technician Level II, Matthew Vernon (pending) NICET Concrete Level I, Matthew Vernon More listed on spreadsheet | 3/10 |
| Section 4: Fee Section | Submitted through Ionwave | 4/12 |



SECTION 1:

COVER LETTER



SECTION 1

April 23, 2025

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

**Re: Invitation Bid 49-2025
Construction Materials Sampling, Testing and Special Inspections**

Dear Mr. Marcum,

L.E. Gregg Associates is a name that has been associated with reliability and experience for over 60 years. We have completed projects throughout Fayette County. We are pleased to submit our renewal for our Construction Material Sampling, Testing and Special Inspections for LFUCG. We have been honored to help Lexington with what we feel is the best and most cost-effective service possible.

Please find enclosed:

- Firm Qualifications
- Project Team Qualifications
- Fee Pricing has been Uploaded to Ionwave
- Notarized and Executed Affidavit
- Signed Green Procurement
- Signed Equal Opportunity Agreement
- Completed Workforce Analysis Form
- WMDBE Participation Form
- WMDBE Substitution Form
- WMDBE Quote Summary Form
- Subcontractor Monthly Payment Form
- Statement of Good Faith Efforts
- Engineering Services Agreement
- General Liability and Professional Liability Insurance

On behalf of L.E. Gregg Associates, we thank you for the opportunity to work on behalf of the LFUCG. We look forward to the opportunity to provide superior engineering, materials testing, and KBC/IBC Special Inspection Services on many future projects.

Sincerely,

Jason Ainslie, P.E.
L.E. Gregg Associates, Inc.
President



SECTION 2:

FIRM QUALIFICATIONS

SECTION 2:1

FIRM QUALIFICATIONS

FOUNDED

1957

HEADQUARTERS & LABORATORIES

2456 Fortune Drive, Suite 155
Lexington, Kentucky

CONTACTS

Jason Ainslie, P.E., President

(859) 252-7558

jainslie@legregg.com

OWNERSHIP

Locally Owned and Operated
Registered Small Business

FIRM PROFILE

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

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

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

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

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



SECTION 2:2

FIRM QUALIFICATIONS

AASHTO ACCREDITATION

QUALITY MANAGEMENT SYSTEM

- R18** – Establishing and Implementing a Quality System for Construction Materials Testing Laboratories
- C1077** (Aggregate/Concrete) – Laboratories Testing Concrete and Concrete Aggregates
- D3740** (Soil) – Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
- E329** (Aggregate/Concrete/Soil) – Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

SOIL

- R58** – Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test
- T88** – Particle Size Analysis of Soils by Hydrometer
- T89** – Determining the Liquid Limit of Soils (Atterberg Limits)
- T90** – Plastic Limit of Soils (Atterberg Limits)
- T99** – Moisture-Density Relations of Soils using a 5.5 lb Rammer and a 12 in. Drop
- T100** – Specific Gravity of Soils
- T180** – Moisture-Density Relations of Soils using a 10 lb Rammer and an 18 in. Drop
- T193** – The California Bearing Ratio
- T267** – Determination of Organic Content in Soils by Loss on Ignition
- T288** – Minimum Soil Resistivity
- T310** – In-Place Density and Moisture content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- D421** – Dry Preparation of Disturbed Soil and Soil Aggregate Samples for Test
- D422** – Particle Size Analysis of Soils by Hydrometer
- D698** – The Moisture – Density Relations of Soils using a 5.5 lb Rammer and a 12 in. Drop
- D1140** – Amount of Material in Soils finer than the No. 200 Sieve
- D1557** – Moisture – Density Relations of Soils Using a 10 lb Rammer and an 18 in. Drop
- D1883** – The California Bearing Ratio
- D2216** – Laboratory Determination of Moisture Content of Soils
- D2435** – One-Dimensional Consolidation Properties of Soils using Incremental Loading
- D2487** – Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- D2488** – Description and Identification of Soils (Visual-Manual Procedure)
- D2974** – Determination of Organic Content in Soils by Loss on Ignition
- D4318** – Determining the Liquid/Plastic Limit of Soils (Atterburg Limits)
- D4718** – Oversize Particle Correction
- D4972** – pH Testing of Soils
- D6913** – Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis
- D6938** – In-Place Density and Moisture Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- G187** – Soil Resistivity using the Two-Electrode Soil Box

AGGREGATE

- R76** – Reducing Samples of Aggregate to Testing Size
- R90** – Sampling Aggregate
- T11** – Materials Finer than No. 200 Sieve in Mineral Aggregates by Washing
- T27** – Sieve analysis of Fine and Coarse Aggregates
- T84** – Specific Gravity (Relative Density) and Absorption of Fine Aggregate
- T85** – Specific Gravity and Absorption of Coarse Aggregate
- T255** – Total Moisture Content of Aggregate by Drying
- C117** – Materials Finer Than No. 200 Sieve in Mineral Aggregates by Washing
- C127** – Specific Gravity and Absorption of Coarse Aggregate
- C128** – Specific Gravity (Relative Density) and Absorption of Fine Aggregate
- C136** – Sieve Analysis of Fine and Coarse Aggregates
- C566** – Total Moisture Content of Aggregate by Drying
- C702** – Reducing Samples of Aggregate to Testing Size
- D 75** – Sampling Aggregate

CONCRETE

- M201** – Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes
- R60** – Sampling Freshly Mixed Concrete
- T22** – Compressive Strength of Cylindrical Concrete Specimens
- T24** – Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- T97** – Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
- T119** – Slump of Hydraulic Cement Concrete
- T121** – Density (Unit Weight), Yield, and Air Content of Concrete
- T152** – Air Content of Freshly Mixed Concrete by Pressure Method
- T196** – Air Content of Freshly Mixed Concrete by the Volumetric Method
- T231** (5000 psi and below) – Capping Cylindrical Concrete Specimens
- T309** – Temperature of Freshly Mixed Portland Cement Concrete
- C31** – Making and Curing Concrete Test Specimens in the Field
- C39** – Compressive Strength of Cylindrical Concrete Specimens
- C42** – Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
- C78** – Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)
- C138** – Density (Unit Weight), Yield, and Air Content of Concrete
- C143** – Slump of Hydraulic Cement Concrete
- C172** – Sampling Freshly Mixed Concrete
- C173** – Air Content of Freshly Mixed Concrete by the Volumetric Method
- C231** – Air Content of Freshly Mixed Concrete by the Pressure Method
- C511** – Moist Cabinets, Moist Rooms, and Water Storage Tanks Used in the testing of Hydraulic Cements and Concretes
- C617** (5000 psi and below) – Capping Cylindrical Concrete Specimens
- C1064** – Temperature of Freshly Mixed Portland Cement Concrete
- C1231** (7000 psi and below) – Use of Unbonded Caps in Determination of Compressive Strength of Hardened Concrete Cylinders
- C1542** – Measuring Length of Concrete Cores

MASONRY

- C140** (Concrete Masonry Units) – Sampling and Testing Concrete Masonry Units and Related Units
- C1552** – Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing



SECTION 3:

**PROJECT TEAM
QUALIFICATIONS**

SECTION 3:1

OUR TEAM

All project team qualifications are met.

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



SECTION 4: FEE SECTION

UPLOADED VIA IONWAVE

Construction Materials Sampling and Testing Fee Proposal

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

*Included in Field Technician Services

Note: Equipment and Mileage are incidental to tests

Signed: Jason Ainslie Printed: Jason Ainslie

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

Date: 04/22/25



SECTION 5: APPENDIX



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: April 3, 2025

INVITATION TO BID #49-2025 Construction Material Sampling, Testing and Special Inspections

Bid Opening Date: April 24, 2025

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **04/24/2025**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave

<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Various Locations, Fayette County

| | |
|--|--|
| Check One: <input checked="" type="checkbox"/> Bid Specifications Met <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i> | Proposed Delivery: _____ days after acceptance of bid. |
| Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

Submitted by: L.E. Gregg Associates, Inc.

Firm Name

2456 Fortune Dr. Suite 155

Address

Lexington, KY 40509

City, State & Zip

Bid must be signed:
(original signature)

Signature of Authorized Company Representative – Title

Jason Ainslie

Representative's Name (Typed or printed)

859-252-7558

859-255-0940

Area Code - Phone – Extension

Fax #

jainslie@legregg.com

E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

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

1. His/her name is Jason Ainslie and he/she is the individual submitting the bid or is the authorized representative of L.E. Gregg Associates the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid 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. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder 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. Bidder 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 Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder 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, [Signature] Affiant sayeth naught.

STATE OF

Kentucky

COUNTY OF

Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Jason Ainslie on this the 23rd day
of April, 2025

My Commission expires: 02/15/2027

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

Deanna VanderMarliere
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes x No

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

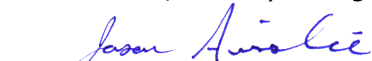
- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment 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 disability.*
- 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, veteran status, disability and age.



Signature

L.E. Gregg Associates, Inc

Name of Business

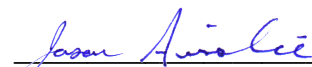
GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance

written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

April 22, 2025
Date

WORKFORCE ANALYSIS FORM

Name of Organization: L.E. Gregg Associates

| Categories | Total | White (Not Hispanic or Latino) | | Hispanic or Latino | | Black or African-American (Not Hispanic or Latino) | | Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino) | | Asian (Not Hispanic or Latino) | | American Indian or Alaskan Native (not Hispanic or Latino) | | Two or more races (Not Hispanic or Latino) | | Total | |
|---------------------|-------|-----------------------------------|---|--------------------|---|---|---|--|---|-----------------------------------|---|---|---|---|---|-------|---|
| | | M | F | M | F | M | F | M | F | M | F | M | F | M | F | M | F |
| Administrators | | 1 | 1 | | | | | | | | | | | | | | |
| Professionals | | 3 | | | | | | | | | | | | | | | |
| Superintendents | | 1 | | | | | | | | | | | | | | | |
| Supervisors | | 2 | | | | | | | | | | | | | | | |
| Foremen | | | | | | | | | | | | | | | | | |
| Technicians | | 6 | 2 | | | | | | | 1 | | | | | | | |
| Protective Service | | | | | | | | | | | | | | | | | |
| Para-Professionals | | | | | | | | | | | | | | | | | |
| Office/Clerical | | | 1 | | | | | | | | | | | | | | |
| Skilled Craft | | 1 | 1 | | | | | | | | | | | | | | |
| Service/Maintenance | | | | | | | | | | | | | | | | | |
| Total: | | 14 | 5 | | | | | | | 1 | | | | | | | |

Prepared by: Jason Ainslie, President Date: 04 /22 /2025

(Name and Title)

Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 49-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1. None - All work performed in-house. No sub-consultants required | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

L.E. Gregg Associates, Inc
Company

April 23, 2025
Date

Jason Ainslie
Company Representative

President
Title



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 49-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

| MWDBE Company, Name, Address, Phone, Email | MBE WBE or DBE | Work to be Performed | Total Dollar Value of the Work | % Value of Total Contract |
|--|----------------|----------------------|--------------------------------|---------------------------|
| 1. None - All work performed in-house. No sub-consultants required | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

L.E. Gregg Associates, Inc.
Company

April 23, 2025
Date

Jason Ainslie
Company Representative

President
Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 49-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

| SUBSTITUTED MWDBE Company Name, Address, Phone, Email | MWDBE Formally Contracted/ Name, Address, Phone, Email | Work to Be Performed | Reason for the Substitution | Total Dollar Value of the Work | % Value of Total Contract |
|--|--|----------------------|-----------------------------|--------------------------------|---------------------------|
| 1. None - All work performed in-house. No sub-consultants required | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

L.E. Gregg Associates, Inc.
Company

April 23, 2025
Date

Jason Ainslie
Company Representative

President
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 49-2025

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

| | |
|--|---|
| Company Name L.E. Gregg Associates | Contact Person Jason Ainslie |
| Address/Phone/Email 2456 Fortune Drive, Suite 155, Lexington KY 40509 859-252-7558 jainslie@legregg.com | Bid Package / Bid Date 49-2025 / April 24, 2025 |

| MWDBE Company Address | Contact Person | Contact Information (work phone Email, cell) | Date Contacted | Services to be performed | Method of Communication (email, phone meeting, ad, event etc) | Total dollars \$\$ Do Not Leave Blank (Attach Documentation) | MBE * AA HA AS NA Female | Veteran |
|--------------------------|-------------------|---|-------------------|--------------------------------|---|--|---|---------|
| NA | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/
NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

L.E. Gregg Associates, Inc.

Company

April 23, 2025

Date

Jason Ainslie

Company Representative

President

Title

**LEXINGTON****LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT**

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 49-2025**Total Contract Amount Awarded to Prime Contractor for this Project** _____

| | |
|--|--|
| Project Name/ Contract # | Work Period/ From: _____ To: _____ |
| Company Name: L.E. Gregg Associates, Inc | Address: 2456 Fortune Dr. Suite 155, Lexington, KY 40509 |
| Federal Tax ID: 61-1212607 | Contact Person: Jason Ainslie |

| Subcontractor Vendor ID (name, address, phone, email) | Description of Work | Total Subcontract Amount | % of Total Contract Awarded to Prime for this Project | Total Amount Paid for this Period | Purchase Order number for subcontractor work (please attach PO) | Scheduled Project Start Date | Scheduled Project End Date |
|--|---------------------|--------------------------|---|-----------------------------------|---|------------------------------|----------------------------|
| None - All work performed in-house. No sub- consultants required | | | | | | | |
| | | | | | | | |
| | | | | | | | |

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

L.E. Gregg Associates, Inc
CompanyJason Ainslie
Company RepresentativeApril 23, 2025
DatePresident
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 49-2025

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

 x Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

L.E. Gregg Associates, Inc.
Company

Jason Ainslie
Company Representative

April 23, 2025
Date

President
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

| | | | |
|----------------|------------------------------------|-----------------|---------------------|
| Proposer Name: | <u>L.E. Gregg Associates, Inc.</u> | Date: | <u>04/23/25</u> |
| Project Name: | <u></u> | Project Number: | <u></u> |
| Contact Name: | <u>Jason Ainslie</u> | Telephone: | <u>859-252-7558</u> |
| Email: | <u>jainslie@legregg.com</u> | | |

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long-term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐

MBE ☐


WBE ☐

SBE ☐

VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

 Unknown 

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☒

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. This project will be self performed.



April 23, 2025

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

Re: Invitation Bid 49-2025

MWDBE Participation

Dear Mr. Marcum,

In an effort to fulfill LFUCG's MWDBE participation goals, L.E. Gregg undertook a review of the Certified DBE Directory, and an internet search. We were unsuccessful in identifying any certified MWDBE's that met LFUCG's criteria for location and certification.

If a MWDBE company that is qualified to perform the work becomes known to us, we will utilize them to meet the LFUCG participation goals.

If there are any questions please contact me at 825-252-7558

Sincerely,

Jason Ainslie, P.E.
L.E. Gregg Associates, Inc.
President

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of April 24, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (“**OWNER**”) and L.E. Gregg Associates, Inc with offices located at _____ (“**CONSULTANT**”). **OWNER** intends to proceed with the Engineering Services for 2456 Fortune Dr. Suite 155, Lexington, KY 40509 as described in the attached **EXHIBIT A**, BID #31-2021 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 #31-2021 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 #31-2021).

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 #31-2021 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 #31-2021 Construction Materials Sampling, Testing, and Special Inspections attached EXHIBIT C, Proposal of Engineering Services and Related Matters, and attached EXHIBIT D Further Description of Basic Engineering Services and Related Matters unless otherwise agreed to in writing by the parties.
- 1.3.3. The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.
- 1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.
- 1.3.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

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

SECTION 4 - PERIOD OF SERVICES

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

- 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay, **including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

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

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

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

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

5.3. Other Provisions Concerning Payments

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, drawings and specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

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

6.4. Successors and Assigns

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

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

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

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

- a. CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

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

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

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

6.9.4. FINANCIAL RESPONSIBILITY

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

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

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

- f. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- g. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

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

6.9.5.3. Right to Review, Audit and Inspect

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

6.9.6. SAFETY AND LOSS CONTROL

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

6.9.7. DEFINITION OF DEFAULT

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

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

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

- 7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- 7.2. The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
- 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4 **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

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

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

OWNER:
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CONSULTANT:

L.E. Gregg Associates, Inc.

BY: _____
LINDA GORTON, MAYOR

BY: Jason Ainslee

ATTEST:

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

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2025.

My commission expires: _____.

NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2024

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 Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville KY 40243 | CONTACT NAME: Cheryll Clayton PHONE (A/C, No, Ext): 502-489-6242 E-MAIL ADDRESS: CClayton@higginbotham.com | FAX (A/C, No): |
| License#: 2081754 JJLINC01 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| INSURED JJL, Inc. dba L.E. Gregg Associates, Inc c/o Bell Engineering 2456 Fortune Drive, Suite 155 Lexington KY 40509 | INSURER A: XL Specialty Insurance Co. | 37885 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:** 461982762**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$ |
| A | Professional Liability | | Y | DPR5026912 | 4/1/2024 | 4/1/2025 | Per Claim Aggregate 3,000,000 3,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/23/2024

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 Al Torstrick Insurance Agency 343 Waller Avenue Suite 101 Lexington KY 40504 | CONTACT NAME: Robert Blain PHONE (A/C, No, Ext): (859) 233-1461 E-MAIL ADDRESS: rblain@altorstrick.com FAX (A/C, No): (859) 281-9450 |
| INSURED JJI Inc L E Gregg Associates Suite 155 Lexington KY 40509 | INSURER(S) AFFORDING COVERAGE INSURER A: Grange Insurance Company INSURER B: Valley Forge Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 14060 20508 |

COVERAGES**CERTIFICATE NUMBER:** 2024-2025**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | CPP2336308 | 10/10/2024 | 10/10/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA 3184538 | 10/10/2024 | 10/10/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CUP2625460 | 10/10/2024 | 10/10/2025 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | 6079316911 | 10/10/2024 | 10/10/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

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

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

CERTIFICATE HOLDER**CANCELLATION**Lexington Urban County Government
200 E. Main St.

Lexington

KY 40507

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADDENDUM No. 1

Bid Number: **#49-2025**

Date: April 14, 2025

Subject: Construction Materials Testing

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

This is a notice that pricing units have been changed in Ionwave and a revised bid form for units is attached for submission.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: L.E. Gregg Associates, Inc.

ADDRESS: 2456 Fortune Drive Suite 155, Lexington, KY 40509

SIGNATURE OF BIDDER: Jason Ainslee





ADDENDUM No. 2

Bid Number: **#49-2025**

Date: April 21, 2025

Subject: Construction Materials Testing

Address inquiries to:
Q&A Module on Ion Wave

Brian Marcum
brianm@lexingtonky.gov
(859) 258-3325

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following modifications to the above referenced Bid:

Please use the attached revised MWDBE goals currently being used by the Lexington-Fayette Urban County Government for your bid.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged.
This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: L.E. Gregg Associates, Inc.

ADDRESS: 2456 Fortune Dr. Suite 155, Lexington, KY 40509

SIGNATURE OF BIDDER:

