

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____ 2015 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER) and Cornerstone Environmental, 2456 Fortune Dr, Suite 170 Lexington, KY 40509 (CONSULTANT). **OWNER** intends to proceed with the Scope of Work as described in the attached Exhibit A, "Engineering Services Haley Pike Cap Restoration RFP# 1-2015." The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and/or electrical engineering services as related to completion and submission of reports and deliverables as described in Exhibit A, detailing the findings of all field inspections, inventory and required analysis completed by the CONSULTANT. The services are hereinafter referred to as the **PROJECT**.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

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

1.2. Project Phase

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

- 1.2.1.** Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2.** The **CONSULTANT** **must perform all duties** necessary to fully complete the deliverables described in attached Exhibit A "Engineering Services Haley Pike Cap Restoration RFP# 1-2015." 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.**
- 1.2.3** The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work **product**.

1.2.4. The CONSULTANT shall submit three (3) copies (hard copies) of all initial draft final work products for this PROJECT. The copies of the initial draft final reports are submitted for review and comment by the OWNER, and should be presented in person to the OWNER.

1.2.5. After the OWNER'S detailed review, the CONSULTANT will revise the initial draft final for all work products for this PROJECT, and the CONSULTANT shall deliver five (5) copies (hard copies). One electronic copy of 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 (hard copies) are required in addition to an electronic copy.

1.2.6 Immediately notify OWNER of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to OWNER within five (5) business days whenever CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1. Provide criteria and information as to OWNER'S requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.**
- 3.2. Assist CONSULTANT by placing at his disposal available information pertinent to the Project.**
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.**

- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.
- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement.
- 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 Project Assignment 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 Project Assignment within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Project Assignment within forty-five (45) days of

the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Project Assignment or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Times of Payment

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

5.2. Other Provisions Concerning Payments

5.2.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

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

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

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by Kentucky law, and that venue of any legal action shall only 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 his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement, nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality and Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so

grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. Definitions

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

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

- a. CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors or subconsultants 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

- a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- b. **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against 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 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 performance or breach of the agreement and/or the provision of goods or services provided that: (a) it 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 the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.
- c. 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.
- d. 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.

- e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

6.9.3. Financial Responsibility

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of Section 6.9 of this Agreement.

6.9.4. Insurance Requirements

6.9.4.1. Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement at its cost and expense 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**.

<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. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

- c. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.
- d. The General Liability Policy shall include a Pollution Liability endorsement unless it is deemed not to apply by **OWNER**.
- e. 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).
- f. **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.
- g. 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**.
- h. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.4.2. Renewals

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

6.9.4.3. Right to Review, Audit and Inspect

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

6.9.5 Safety and Loss Control

CONSULTANT understands and agrees that **OWNER** is in no way responsible for the safety and property of **CONSULTANT** or its personnel, **CONSULTANT** shall comply

with all applicable federal, state and local safety standards related to the performance of its 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.

6.9.6 Definition of Default

CONSULTANT understands and agrees that the failure to comply with any of these 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.
- 7.2.1.** 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 Tracey Thurman, Director of Waste Management (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 and B** 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:

Cornerstone Environmental

BY: _____
JIM GRAY, MAYOR

BY: _____

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 _____, 2015.

My commission expires: _____.

NOTARY PUBLIC

EXHIBIT A

Engineering Services Haley Pike Cap Restoration RFP# 1-2015 – Incorporated by reference

The Lexington- Fayette Urban County Government's Division of Waste Management is requesting proposals for engineering services to provide design, construction administration and quality assurance for the restoration to the landfill cap of the Haley Pike Landfill located at 4216 Hedger Lane.

Description of work required: LFUCG completed Phase 4 closure of the Haley Pike Landfill Cell 2 in May of 2013. The facility is in the 2 year closure care period. Due to the inability to establish timely vegetative cover, the cap has experienced several areas of erosion that need to be addressed. At the same time LFUCG will also address select areas of erosion that have developed on Phase 1 through 3 Cell 2 closures and on the closed Cell 1. The engineering firm selected will identify the areas to be addressed, methods required to repair, specify erosion and sediment controls intended to protect the areas from subsequent erosion, administer construction activities through seeding and irrigation, and assure QA/QC for activities performed. The engineering firm will inspect the work during the following spring and coordinate completion of any warranty work required.

Timeline for completion: Engineering design services required to advertise the restoration work for bid will need to be completed by June 1, 2015. Proposals and bids to complete the restoration will be received in June 2015. LFUCG will be prepared to begin the cap restoration by early August 2015 with work and seeding to be completed by September 30, 2015. Irrigation will continue through November 15, 2015 or as deemed necessary by the design engineer to establish adequate cover growth. Failure and warrantee work will be addressed in April 2016 if needed.

Scope of Work

Design services

1. Review as built design, drawings, and specifications.
2. Observe current conditions and design corrections needed to restore cap to a state that will enable vegetative growth and management with proper flow diversion and erosion & sediment controls.
3. Prepare updated drawing showing areas of required work and necessary erosion & sediment control features.
4. Design and specify temporary irrigation methods for newly seeded areas.
5. Prepare bid specifications.
6. Prepare engineer's estimate for cap restoration work.
7. Assist in responding to bidder questions.
8. Participate in bid evaluation and selection.

Construction Administration

1. Conduct pre-construction conference.
2. Review all shop drawings and documents submitted by the Contractor that are required in the plans and specifications for construction.
3. Review Contractor's payment request.
4. Respond to Contractor's request for information.
5. Prepare change orders and submit to LFUCG for approval.
6. Conduct construction progress meetings and provide written minutes to attendees.
7. Perform site visits by a project engineer to gauge progress, and resolve technical issues (at least weekly).
8. Perform necessary project management activities and communications.
9. Prepare As-Built Drawings and Final Construction Document.
10. Provide LFUCG with two (2) copies of a bound document containing all items relative to the project and a CD containing all electronic files including drawings.

Construction Quality Assurance

1. Assist the contractor on interpreting items in the Plans and Specifications.
2. Conduct all required testing.
3. Issue inspection reports for each site visit.
4. Assist contractor in preparing Request for Payment.
5. With the assistance of the Project Engineer develop a punch list once the project reaches substantial completion.
6. Assist the Project Engineer with the final inspection of the project.

Invoicing for Services

The above described services will be paid on a "time and expense, not-to exceed basis."

Bidders shall include a listing by job title of the personnel assigned to this project and the hourly billing rate.

Please provide a not-to-exceed pricing schedule for each section above and a total cost

EXHIBIT B

Proposal for Engineering Services Haley Pike Cap Restoration RFP# 1-2015

Cornerstone Environmental – March 9, 2015 (Incorporated by Reference)



5 PROPOSED FEES

The budgeted costs to perform the noted scope of work are provided below. The estimated cost and proposed scope of work are based on information available to Cornerstone at this time. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

A breakdown of costs by project task is provided below.

Task Number	Task Name	Labor	Expenses	Subcontractors	Total
1	Design Services	\$16,380	\$491	\$0	\$16,871
2	Construction Administration	\$18,160	\$3,995	\$0	\$22,155
4	Construction Quality Assurance	\$4,470	\$134	\$0	\$4,604
Total		\$39,010	\$4,620	\$0	\$43,630

The following key assumptions are noted for the purpose of this pricing:

- This cost assumes the base topographic maps, previous design plans, and record drawings will be provided by LFUCG in AutoCad format and may be relied upon for accuracy. Further, that previous specifications and standard contract documents will be provided by LFUCG in Microsoft Word format.
- This cost assumes that daily CQA technician services are not required by the project. The project site will be visited by an engineer to document progress, note any deficiencies, etc. once weekly during construction of the cap. Additional visits can be made upon request and will be billed separately in accordance with our standard rate schedule.
- Site visits are assumed once weekly for the 15 week period beginning Monday, August 3 and continuing through Friday, November 13.
- This cost assumes three meetings with LFUCG during the design process: once at project kickoff, again at 50% complete, and finally at 90% complete. Additional meetings will be held as requested by LFUCG and will be billed separately in accordance with our standard rate schedule.
- In order to meet the May 15 deadline for completion of design plans, specifications and bid documents the project must be awarded no later than April 1.

- This proposal assumes the cost of advertisement (if required) and reproduction of plans and specifications for bidders' use during the construction bid process will be borne by LFUCG.

5.1 Additional Engineering Services

Additional engineering services related to the Haley Pike Landfill facility will be provided to the Lexington-Fayette Urban County Government as requested. Costs for these services will be negotiated based upon the rate schedule included in Appendix C.



Effective January 1, 2015

100 Crystal Run Road, Suite 101, Middletown, NY 10941
Phone: 845-695-0200 | Fax: 845-692-5894

2015 SCHEDULE OF CHARGES

PERSONNEL CHARGES

<u>Professional</u>	<u>Rate Per Hour</u>
Senior Project Manager/Technical Review	\$115 – 225/hr
Senior Project Staff/Project Manager	\$80 – 145/hr
Project Staff	\$50 – 125/hr
 <u>Technical</u>	
CAD Operator/Designer	\$70 – 130/hr
Field Technician/Field Manager	\$45 – 125/hr
 <u>Support Services</u>	
Administrative	\$45 – 75/hr

Depositions and expert witness testimony, including preparation time, will be charged at 150% - 200% of the above rates.

Travel time will be charged in accordance with the above rates, up to a maximum of 8 hours per day.

OUTSIDE SERVICES

Charges for special outside services, equipment, and facilities not furnished directly by Cornerstone will be billed at cost plus 15%.

COMMUNICATIONS

The cost of communications including telephone charges, facsimile, postage and routine copying costs will be charged at a flat rate of 3% of total gross labor charges.

DIRECT CHARGES

Reproduction (letter & legal) – black and white, per sheet	\$0.10
Reproduction (letter & legal) – color, per sheet	\$1.25
CAD Plots/Reproduction – black and white, per square foot	\$0.35
CAD Laser Plots - color, per square foot	\$2.00
CAD Laser Plots – black and white, Vellum, per square foot	\$2.00
CAD Laser Plots – black and white, Mylar, per square foot	\$4.00
Auto per mile	Current government rate
Pickup truck per day	\$125.00

Rate Changes

Rates are subject to maximum 3% increase per year.

Payment

Monthly invoices are to be paid within 30 days from invoice date. Interest on late payments will be charged at a rate of 18% per annum.