

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

CONSULTANT

OWNER

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

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

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

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

*Two originals of this work order shall be executed by the Owner and returned to Vernon Azevedo, P.E.
A fully executed copy will be returned to the Owner.*