

Exhibit D

Further Description of Basic Engineering Services and Related Matters

Sample Task Order

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH STANTEC CONSULTING SERVICES INC.
FOR CAPACITY ASSURANCE PROGRAM (CAP) CONSULTANT

CONSULTANT

OWNER

Name		Lexington Fayette Urban County Government	
Street Address		125 Lisle Industrial Avenue, Suite 180	
City, State, Zip		Lexington, KY 40511	
Contact Person		Charles Martin, PE	
Telephone		859-425-2455	
Fax		859-254-7787	
E-Mail		chmartin@lexingtonky.gov	

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ADDITIONAL PROVISIONS

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky v. Lexington Fayette Urban County Government*, United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

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

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

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Owner's Authorized Signature

Date Signed

Date Signed

Two originals of this work order shall be executed by the Consultant and returned to the Owner. A fully executed copy will be returned to the Consultant.