

GRANT AWARD AGREEMENT

Fiscal Year 2019 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **CDP ENGINEERS, INC.**, 3250 Blazer Parkway, LEXINGTON, KENTUCKY 40509 (hereinafter "Grantee").

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) Government hereby grants the Grantee the sum of **\$35,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$2,500.00, with contributions, labor and other services equal to or greater than 50% of the total project costs.
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.

- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph 6 herein below, and produce a Project Final Report within 30 calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
- (a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
 - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
 - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
 - (d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment.
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
 - (f) The Government shall release payment of the final 5% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager

shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.

- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (19) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.
- (20) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington,
Fayette County, Kentucky, this the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT**

BY: _____
JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: CDP ENGINEERS, INC.
3250 BLAZER PARKWAY
LEXINGTON, KY 40509
BY: B. Scott Southall
NAME: B. Scott Southall
TITLE: Vice President of Sustainability

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
B. Scott Southall, as the duly authorized representative for and on behalf of
CDP Engineers, Inc., on this the 7th day of August, 2018.
My commission expires: 11/16/2019
Notary ID 545793

Margaret A. Clark
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
CDP Engineers, Inc.

GRANT PROGRAM: 2019 Stormwater Quality Projects Incentive Grant Program
Class B (Education) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: CDP Engineers, Inc.
3250 Blazer Parkway
Lexington, KY 40509
KY Organization #: 027363

Primary Project Contact & Project Manager: B. Scott Southall
859-264-7500 (phone)
southall@cdpengineers.com (email)

Secondary Project Contact(s): Lisa Shuster
859-264-7500 (phone)
lshuster@cdpengineers.com (email)

Project Team Members: CDP Engineers, Inc. (Prime Consultant)
3250 Blazer Parkway, Lexington, KY 40509
(859) 264-7500
Landscape Architect of Record: Scott Southall, ASLA, AICP,
LEED AP BD+C
southall@cdpengineers.com

Geotechnology, Inc.
125 Trade Street, Ste. D, Lexington, KY 40511
(859) 226-0761
Engineer: Lee J. Czor, PE
lczor@geotechnology.com

TARGET AUDIENCE

The target audience for this project is expected to reach approximately 600 individuals to include design engineers, reviewers, regulatory agencies, students, environmentalists, and citizens. The project looks to provide information about alternative Best Management Practices (BMP)/Green Infrastructure (GI) facilities in urbanized areas.

PROJECT PLAN ELEMENTS

1) *Stormwater Sampling & Analysis:* The objectives of this project are to perform a series of infiltration testing methodologies including conducting permeability, percolation and double-ring infiltrometer testing with associated drilling services at three various locations within the Urban Service Boundary in Fayette County, Kentucky. Two of the locations will be selected based upon a mixture of predominate soil types, green fields and accessibility. The third testing site will be selected in an urban infill/redevelopment site to compare disturbed soil site conditions to “native” soils.

Following the testing, the results of the findings to be prepared into a report and a presentation. The results will be completed in time to prepare a preliminary presentation at the annual LFUCG Construction Industry Workshop anticipated to be held in December 2018. A second presentation will be held at either a Stormwater Stakeholder Advisory Committee (SSAC) meeting or a Stormwater Manual Update working group meeting

anticipated in early 2019. LFUCG shall receive copies of these materials for their records and publication.

- 2) ***Stormwater Education:*** Stormwater education that incorporates a Field Day event that is planned to occur at Bluegrass Green source's proposed Environmental Educational Center. Additionally, two presentations incorporating the results of the infiltration testing to be held at the annual Construction Industry Workshop and a SSAC quarterly meeting.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Assuming the test results are as anticipated by the Grantee, the long term goal of the project is to change not only the understanding of different infiltration tests available to determine percolation rates but also to possibly change LFUCG's Stormwater Manual allowing for additional accepted standards for infiltration testing associated with permeable pavement.
- 2) ***Long-Term Implementation:*** The long-term plan for implementation of the findings is for LFUCG to incorporate the results into the Stormwater Manual and to add the report and presentation to their website.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** If successful, the design team along with LFUCG would be able to incorporate the results in future presentations and activities, thus the funding for publishing, etc., would be assumed by the Urban County Government.

PROJECT SUCCESS MEASURES

The success metrics for this grant can be measured in three ways. First, by the testing results of the various methodologies confirming the use of alternative geotechnical standards to measure the rate of soil infiltration. The second metric, the attendance to the field day and following presentations to the construction industry leaders in Lexington. The third metric, assuming the test results are as anticipated by the Grantee, would be the adoption of another standard practice for measuring soil infiltration rate into LFUCG's Stormwater Manual. In keeping with the goals of the Stormwater Incentive Grant Program, increased education and understanding of green infrastructure practices will lead to greater acceptance and usage among the general development community.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) All handouts and educational material shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Request for Funds & Project Status Report and/or Project Final Report.
- 2) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 54.1% cost share (beyond the first \$2,500) offered in the application (Approximately \$38,343.00).
- 3) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1 - PROJECT SCHEDULE

Activity	Anticipated Date
Approval, Grant Award Agreement, and Notice to Proceed (NTP)	August – September 2018
Site Testing	September – November 2018
Site Selection	September – October 2018
Field Day #1	October 2018
Power Point & Presentation	November 2018 – February 2019
Construction Industry Workshop	December 2018 – January 2019
SSAC Meeting Presentation	January 2019 – March 2019
Final Reports to LFUCG	February 2019 – April 2019

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

Table 2 lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception: None.

TABLE 2 ELIGIBLE EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Grant Management							
2	Project Administration	Project Manager/Landscape Architect II	Project Coordination w/Geotechnology & LFUCG	\$ 1,120.00 LS	1	\$ 1,120.00	\$ -	\$ 1,120.00
3	Project Administration	Project Manager/Landscape Architect II/Clerical	Reporting (Status Updates / Invoice Request)	\$ 3,820.00 LS	1	\$ 3,820.00	\$ -	\$ 3,820.00
4	Project Administration	Project Manager/Landscape Architect II/Clerical	Project Closeout	\$ 3,760.00 LS	1	\$ 3,760.00	\$ -	\$ 3,760.00
5	Project Element: Mapping & Survey							
6	Mapping & Survey	Project Manager/Landscape Architect II/Clerical	Base Map	\$ 2,010.00 LS	1	\$ 2,010.00	\$ -	\$ 2,010.00
7	Mapping & Survey	Project Manager/Landscape Architect II/Clerical	Location Selection & GPS Survey	\$ 4,060.00 LS	1	\$ 4,060.00	\$ -	\$ 4,060.00
8	Mapping & Survey	Project Manager/Landscape Architect II	Geotechnology - Field & Laboratory	\$ 23,450.00 LS	1	\$ 23,450.00	\$ -	\$ 23,450.00
9	Mapping & Survey	Project Manager/Landscape Architect II	Geotechnology - In-kind - presentations	\$ 8,525.00 LS	1	\$ -	\$ 8,525.00	\$ 8,525.00
10	Project Element: Stormwater Education (Field Days / Presentations)							
11	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Field Day	\$ 3,140.00 LS	1	\$ -	\$ 3,140.00	\$ 3,140.00
12	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Presentation #1- Construction Industry	\$ 4,180.00 LS	1	\$ -	\$ 4,180.00	\$ 4,180.00
13	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Presentation - SSAC/Stormwater Manual	\$ 4,180.00 LS	1	\$ -	\$ 4,180.00	\$ 4,180.00
14	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Final Report	\$ 4,060.00 LS	1	\$ -	\$ 4,060.00	\$ 4,060.00
15	Project Element: Stormwater Education (Field Days / Presentations In-Kind)							
16	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Field Day 2 hours 60 people @ \$36.19	\$ 4,343.00 LS	1	\$ -	\$ 4,343.00	\$ 4,343.00
17	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Presentation #1 - 0.5 hour 250 people @ \$36.19	\$ 4,524.00 LS	1	\$ -	\$ 4,524.00	\$ 4,524.00
18	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Presentation #2 (1 hour 3 people @ \$36.19)	\$ 36.19 HR	3	\$ 123.00	\$ -	\$ 123.00
19	Field Days / Presentations	Project Manager/Landscape Architect II/Clerical	Presentation #2 (1 hour 57 people @ \$36.19)	\$ 36.19 HR	57	\$ -	\$ 2,048.00	\$ 2,048.00
20	TOTAL PROJECT BUDGET:					\$ 38,343.00	\$ 35,000.00	\$ 73,343.00
21						ORGANIZATION	GRANT	
22						SHARE	SHARE	
23						54.1%	47.7%	
24	* Note: Organization share must be at least 50% of total project costs beyond the first \$2500.							