

### **Lexington-Fayette Urban County Government**

Lexington, Kentucky Horse Capital of the World

Division of Central Purchasing			Date of Issu	ie: September 5, 2019
	INVIT	ATION TO BID #84-2019 G	eneral Surveying Serv	ices
<b>Bid Opening Date:</b> Address:		e <b>r 19, 2019</b> Main Street, 3 <sup>rd</sup> Floor, Room 338, Lex	Bid O <sub>l</sub> ington, Kentucky 40507	pening Time: 2:00 PM
Type of Bid:	Price Cont	ract		
Pre Bid Meeting: Address:	N/A N/A		Pre Bid Time:	N/A
Sealed bids will be rec prevailing local time o	ceived in the n <b>09/19/2</b> 0	office of the Division of Central Purchasi  19. Bids must be <u>received</u> by the above-	ng, 200 East Main Street, Lexingi mentioned date and time. Mailed	con, Kentucky, until <b>2:00 P</b>
		Division of Central Purchasing 200 East Main Street, Room 338 Lexington, KY 40507, (859) 258-3		
above. <b>Bids that are</b>	e not delive	nty Government assumes no responsibili red to the Division of Central Purcha any name and address, bid invitation num	sing by the stated time and d	ate will be rejected. All b
Bids are to include all s	shipping, han	dling and associated fees to the point of o	delivery located at: Lexington, K	<b>'</b>
Bid Specifica	ations Met _		sceptions shall be itemized and tached to bid proposal submitted.	Proposed Delivery:days after acceptance of bid.
Procurement Card and services and also	<b>Usage</b> —The to make pay	e Lexington-Fayette Urban County Govern ments. Will you accept Procurement Card	ment may be using Procurement s?Yes	
Sub	omitted by:	EA Partners, PLC Firm Name		
		3111 Wall Street		<u> </u>
		Address		
Bld must b	ne sianed:	Lexington, KY 40513 City, Starte 7		_
(original sign	_	Signature of Authorized Compa	ny Representative – Title	_
		Albert W. Gross, PE, PLS Representative's Name (Typed or pl	rinted)	
		859-296-9889 Area Code - Phone — Extension	859-296-9887 Fax #	
		agross@eapartners.com	I WA //	
		E-Mail Address		<del></del> 2



CHARLES H. MARTIN, P.E. DIRECTOR WATER QUALITY

### INIVIATION REQUEST FOR GENERAL SURVEYING SERVICES

### Introduction

The Division of Water Quality (DWQ) is requesting price proposals for the provision of General Surveying Services for work associated with various capital maintenance and/or repair projects anticipated through calendar year 2022.

Award of a contract and issuance of subsequent Task Order will be executed with up to three firms. No work will be authorized until a Task Order is issued to a selected firm.

### THE RESPONDENT MUST BE LICENSED IN PROFESSIONAL SERVICES BY THE STATE OF KENTUCKY AND SUBMIT PROOF OF SUCH WITH THE BID.

DWQ will issue a Task Order for a specific project or need. Required services and deliverables will be identified in the Task Order. Upon assignment of a Task Order for a specific project or need, the Survey Firm shall notify immediately the DWQ Project Manager of any potential conflicts of interest, whether real or perceived, with any individual, entity, or institution. Failure to disclose conflicts of interest may result in termination of the Task Order and future General Survey Services contracts.

The term for services in response to this bid will be for one year with up to two, one -year, mutually elective renewals.

### **General Surveying Services**

General surveying services may include but are not limited to:

- Topographic, easement, roadway, and right-of-way surveys
- Boundary/Property surveys and analysis and monumentation
- Preparation of easement or right-of-way exhibits and legal descriptions
- Property line staking
- Property or easement research
- Legal Descriptions
- Underground utility location (In conjunction with a separate utility excavation contractor)
- Preparation of alignment profiles showing existing ground, existing overhead and underground utilities. Profiles are to be provided as "pdf" files at appropriate scales fitted to 11x17 paper. LFUCG will provide horizontal alignments.
- Record drawing preparation
- Identification of various infrastructure mapped and/or unmapped. (Location of all other\* infrastructure within the project boundary)
- Title Searches

- Other as directed
- Selected firm(s) shall be responsible for property owner notification and obtain entrance onto private property.

### Deliverables

Survey Firm shall deliver to DWQ at a minimum

- (2) full-size 24" x 36" prints or (2) half-size 11'x17" prints, as requested
- One (1) Full-Size hard copy set (if more than 1 sheet)
- One (1) PDF Digital Copy
- One (1) Digital AutoCAD Files that is compatible with DWQ latest AutoCAD Version.

### **Survey Firms Qualifications**

Survey Firm qualifications shall include as a minimum:

### Local Office

• The Survey Firm's local office and survey personnel shall be located in Fayette, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford County.

### Staff Qualifications

Licensed Professional Land Surveyor (PLS) in the State of Kentucky

- Minimum of seven (7) years of experience
- Assigned to Local Office

### **Request For Bids**

Bidders are advised that:

- Award of General Surveying Services work will be based upon the total of professional service fees for PLS and Survey Crew, based upon forty hours of service, as listed in the bid proposal. Hourly rates for CAD Technician and Clerical will set the fees for additional services as required.
- The solicitation is for a 365 day period commencing on the LFUCG Resolution date authorizing award of a surveying contract with up to two (2), one -year, mutually elective renewals.
- There will be no guarantee of work for any selected firm or firms.
- DWQ may or may not enter into multiple contracts in response to this solicitation.
- If multiple firms are selected, work will be distributed on a rotational basis at the sole discretion of DWQ.
- The submitted hourly rates shall include all wages and benefits
- The submitted hourly rates shall include the firm's overhead and profit. Overhead shall
  include insurance coverage for vehicle, worker's compensation, and professional liability
  related to General Surveying Services in limits as specified in the Consultant's ISD
  Agreement.
- Survey Firm will be required to submit its insurer's Declaration of Insurance coverage form
- The Survey Firm will be expected to provide its employees all necessary supplies and equipment necessary to fulfill the requirements of an issued Task Order including but not limited to a computer and printer, plotter, computer software, smart phone or other

<sup>&</sup>quot; Other - Water, Electric, Gas, Telephone, Television, Fiber, etc.

- means to send and receive messages and emails, camera, vehicle, survey equipment, and any other equipment or office needs.
- In development of fee proposals, Survey Firms are advised that there will be no reimbursement for travel, subsistence, calls, or work outside of normal business hours. These costs should be considered in the fee proposal.
- DWQ will pay mileage at the current LFUCG mileage rate.
- DWQ will not pay subsistence (meals, lodging, or other expense).

### **Bid For General Surveying Services**

Year One	Hourly Rate	Hours	Weekly Total
PLS	\$95	40	\$3,800
Two-Man Survey Crew	\$130	40	\$5,200
Total			\$9,000
Additional Services			
CAD Technician	\$75	40	\$3,000
Clerical	\$55	40	\$2,200



Matthew G. Bevin Governor

### COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

Frankfort, Kentucky 40622 www.transportation.ky.gov/

**Greg Thomas**Secretary

January 7, 2019

Ms. Leslie Haney EA Partners, PLC 3111 Wall Street Lexington, KY 40513

Dear Ms. Haney:

The Cabinet's Consultant Prequalification Committee wishes to inform you that your qualifications to perform services for the Kentucky Transportation Cabinet have been updated to include the following:

Rural Roadway Design
Urban Roadway Design
Surveying
Advanced Traffic Engineering Design
Utility Design: Water & Sewer Level 1 and 2
Utility Preconstruction Coordination
Utility Construction Inspection
Traffic Engineering Services
Construction Project Supervision
Highway Planning Services
Pedestrian and Bicycle Facility Planning & Design
Airport Design
Airport Project Inspection

Your firm remains eligible to be considered for contract negotiations whenever the Cabinet's needs required consulting engineering services of the type for which your firm has been prequalified to perform.



An Equal Opportunity Employer M/F/D

# STATEMENT OF QUALIFICATION SUBMITTED BY:

Firm: EA Partners, PLC

Address: 3111 Wall Street

Lexington, Kentucky 40513

Albert W. Gross, P.E., P.L.S.

By:

Title:

Managing Partner

agross@eapartners.com

859-296-9889

859-296-9887

September 19, 2019

Date:

Fax:

Telephone

E-Mail Address:

### AFFIDAVIT

Comes the Affiant, Albert W. Gross, and after being first duly sworn, states under penalty of perjury as follows:

- entity submitting the proposal (hereinafter referred to as "Proposer"). His/her name is Albert W. Gross and he/she is the individual submitting the proposal or is the authorized representative of EA Partners, PLC, the
- to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior
- ယ Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract
- the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained Proposer has authorized the Division of Central Purchasing to verify the above- mentioned information with the Division of Revenue and to disclose to
- the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and
- "Ethics Act." Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as
- 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 Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or

Further, Affiant sayeth naught.

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Albert W. Gross P.E., P.L.S.

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was subscribed, sworn to and acknowledged before me by Albert W. Gross on this the 19th day of September, 2019.

My commission expires: December 2, 2021

NOTARY PUBLIC, STATE AT LARGE

EA Partners, PLC

CIVIL.ENGINEERS + LAND SURVEYORS + LANDSCAPE ARCHITECT

# **EQUAL OPPORTUNITY AGREEMENT**

### The Law

- sex, age (40-70 years) or national origin. 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,
- with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the ba-Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business
- 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 handicap

- Era by contractors having Federal contracts Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated The Secretary of Labor may investigate the employment practices of any Government

### \*\*\*\*

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 dinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned orployment 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, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Em-The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide

of your application packet Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part

### **Bidders**

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

EA Partners, PLC Name of Business

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# AFFIRMATIVE ACTION PLAN

# Equal Employment Opportunity (EEO) Policy Statement

tion; rates of pay or other forms of compensation; and selection for training, on or off the job. law. In keeping with this policy, such action shall include: employment, upgrading or demotion; recruitment or recruitment advertising; layoff or terminachildbirth or related medical conditions), age, religion, marital status, sexual orientation, veteran status and disability or any other characteristic protected by The policy of EA Partners, PLC is to ensure equal employment opportunity for all persons regardless of race, color, national origin, sex (including pregnancy,

# **Equal Employment Opportunity Implementation**

The partners of EA Partners, PLC ultimately have the responsibility to implement the equal opportunity employment policy.

# Dissemination of Equal Opportunity Employment Policy

involved in such action, will be made fully cognizant of, and will implement, the EA Partners' EEO policy and contractual responsibilities. All members of the EA Partners, PLC staff who are authorized to hire, supervise, promote and discharge employees, or who recommend or are substantially

New employees will be apprised of EA Partners' equal opportunity policy at new employee orientation

color, religion, sex or national origin. Recruitment sources will be advised that EA Partners, PLC is an "Equal Opportunity Employer." All recruitment sources will be reminded of EA Partners' commitment to EEO and affirmative action. All applicants will be treated without regard to race,

### **Job Policies and Practices**

and recreational programs will be administered in a nondiscriminatory manner with respect to minorities and women, provided the individual is qualified to perform the work available All personnel actions and programs including but not limited to compensation, benefits, layoffs, recalls, company-sponsored training, education and social

pensate persons in all jobs without regard to race, color, religion, sex or national origin. EA Partners, PLC shall continue to provide equal employment opportunity to all qualified persons and to continue to recruit, hire, train, promote, and com-

# AFFIRMATIVE ACTION PLAN

EA Partners, PLC shall identify and analyze areas of its employment process so as to further the principles of equal employment opportunity.

Employment decisions in all areas will be made on the basis of furthering the objective of equal employment

or national origin The recruitment, testing and hiring of all personnel will be without discrimination against any individual with regard to race, color, religion, sex

out regard to race, color, religion, sex, age or national origin. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type shall be taken with-

# Compliance with Sex Discrimination Guidelines

EA Partners, PLC will continue to do the following It has been and will continue to be the policy of EA Partners, PLC not to discriminate on the basis of sex. In complying with these guidelines,

- Actively recruit both men and women for all jobs.
- only qualified applicants. Referral sources, when utilized, are notified that EA Partners, PLC has no specific preference regarding sex and seeks
- Advertisements are followed by the statement, "Equal Opportunity Employer." Employment advertising does not express a sex preference and, if printed, does not appear in sex-segregated columns.
- EA Partners, PLC provides appropriate physical facilities for both male and female employees
- employees of one sex in a particular job classification upon reaching a certain age. status. In addition, EA Partners, PLC does not deny employment to women with young children, nor does it terminate EA Partners, PLC does not make a distinction between the employment treatment of a man or woman based on marital



Name of Organization: <u>EA Partners, PLC</u>

Categories	Total	White Hispa Lat	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)	ive allan Other ific ir (Not nic or	Asian (Not Hispanic or Latino)	(Not nic or no)	American Indian or Alaskan Native (Not Hispanic or Latino)	rican In or Ikan (Not nic or	Two or More Races (Not Hispanic or Latino)	More (Not nic or no)	Total	<u> </u>
		3	п	3	TI	3	TI	≤	П	Z	ті	<b>S</b>	TI	3	T	3	П
Administrators																	
Professionals	12	11	1													11	₽
Superintendents																	
Supervisors																	
Foremen																	
Technicians	7	6	ъ													6	12
<b>Protective Service</b>																	
Para-Professionals																	
Office/Clerical	ω		ω														ω
Skilled Craft																	
Service/Maintenance																	
Total	22	17	5													17	Ŋ

Prepared by: Albert W. Gross, PE, PLS, Managing Partner

\_Date: 9/19/2019



in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. The MBE/WBE 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

MBE/WBE Company, Name, Address, Phone, Email		
OR DBE		
Work to be Performed		
Total Dollar Value of the Work		
% Value of Total Contract		

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

Date	September 19, 2019	EA Partners, PLC Company
Title	Managing Partner	Albert W. Gross P.E., P.L.S.  Company Representative



\_ Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good

ent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violanotify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respond-The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 et. seq., as amended, and KRS Chapter 338. The Respondent also agrees to tion of said laws.

- Ņ Failure to submit ALL forms and information required in this RFP may be grounds for disqualification
- ယ and the failure to cover in the bid any such addenda may result in disqualification of that proposal this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of
- 4. defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial
- ĊJ Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals
- 0 dressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, 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 proposal" be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is ad-Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will
- 7. spondent Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Re-
- $\infty$ bribed or attempted to bribe an officer or employee of the LFUCG. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has
- ဖွ umentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal ports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional doc-Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample re-
- 0. RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the docu-Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the ment if allowable by the LFUCG

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- 1 to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its rant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warsions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provi-
- 12. cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest

### Termination for Cause

- $\exists$ LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- 2 If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may inthe contractor fails to cure the deficiencies within the specified time. clude a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if
- (G) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- Failure to perform the contract according to its terms, conditions and specifications;
- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract
- or letters of indebtedness received from creditors by the purchasing agency; tract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376 Late payment or nonpayment of bills fur labor, materials, supplies, or equipment furnished in connection with a con-
- 9 Failure to diligently advance the work under a contract for construction services
- ∋@ The filing of a bankruptcy petition by or against the contractor; or
- Actions that endanger the health, safely or welfare of the LFUCG or its citizens

### At Will Termination

goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30)



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- 3 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 Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of no reason, fully within the sole discretion of LFUCG. LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never
- 4 privileges of LFUCG hereunder or shall operate as a waiver thereof. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or 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
- 15. tucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent olution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kenspondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Rebeen duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate reshave all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has
- 6 such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. of process may be accomplished by following the procedures prescribed by law. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the
- 17 spondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agen-Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof. cy or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Re-
- 8 Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified
- 19. If any term or provision of this 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.



20. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG. 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 (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, Contractor {or Vendor or Vendor's Employees} will not appropriate or make use of the Lexington-Fayette Urban County Government

Signature

September 19, 2019