Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, February 6, 2024

3:00 PM

Packet

Council Chamber

Urban County Council Work Session

I. Public Comment - Issues on Agenda

II. Requested Rezonings/ Docket Approval

III. Approval of Summary

0146-24 Table of Motions: Council Work Session, January 30, 2024

Attachments: TOM 01.30.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0147-24 Summary: Environmental Quality & Public Works Committee, December 5, 2023

Attachments: eqpw_2023-12-05 Summary
REDLINE 0613-23. Environmental Commission ordinance (00784146-2xAFB4

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report - Price Contract Bid Recommendations

XI. Public Comment - Issues Not on Agenda

XII. Adjournment

Administrative Synopsis - New Business Items

a **0055-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Cabinet for Health and Family Services, Dept. for Community Based Services, for the participation by authorized staff from the Div. of Aging and Disability Services as certified application counselors on the Commonwealth of Ky.'s Self-Service Portal, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Attachments: 0055-24 DCBS Family Support Program Appl Asst Org Agreement
DCBS Kynector Family Support Program Appl Asst Organization Agreement
0055-24 RESO - Agreement with DCBS re Kynector Participation 4893-7192-R-068-2024

b **0106-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $99,860.38, from $99,860.38 to $0.00. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Change Order Contract_Map
0106-24-WQ Grant Change Order Ashwood Townhouses of Laredo 4878-090
R-069-2024

c **0108-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Beaver Creek Hydrology, LLC, for a Stormwater Quality Project, decreasing the Contract by the sum of $127,050, from $127,050 to $0. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Change Order Contract_Map
0108-24-WQ Grant Change Order Beaver Creek Hydrology 4865-3697-1429
R-070-2024

d **0109-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakeshore Village, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $212,932, from $212,932 to $0. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Change Order Contract Map
0109-24- WQ Grant Change Order Lakeshore Village 4860-0232-8741 v.1.do
R-071-2024

e **0113-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with Johnson Early Architects, for professional design and construction administration services for the Black and Williams Community Center Gymnasium Building Improvements Project, increasing the Contract price by the sum of $20,000, from $76,000 to $96,000. [Dept. of General Services, Ford]

Attachments: Memorandum - Johnson Early Architects
Change Order #1_Johnson Early Architects
Justification for Change - Johnson Early Architects CO#1
Documentation for Change - Johnson Early Architects Proposal
0113-24 4875-9578-2560 v.1.docx
R-062-2024

f **0115-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Omni Commercial, LLC, for the Black and Williams Neighborhood Center Gymnasium Renovation Project, increasing the Contract price by $153,232.49 and raising the total Contract price from $1,325,201.62 to $1,478,434.11, to be paid with funds awarded under the American Rescue Plan Act of 2021 (ARPA), and adding one hundred and thirteen (113) calendar days to the construction schedule. [Dept. of General Services, Ford]

Attachments: Memorandum - Omni Commercial -CO2-B&W Gym 140-2023
Change Order Contract Details Form-CO2-BWG
Justification-for-Change
Documentation-for-Change-CO2-B&W Gym
0115-24 4890-3908-1120 v.2.docx
R-063-2024

g **0116-24** A Resolution authorizing the merger between Summit Biosciences, Inc., Peac Merger Sub Inc., and Kindeva Drug Delivery L.P. for the purposes of the JOBS Fund Agreement between the Lexington-Fayette Urban County Government and Summit Biosciences, Inc., and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary documents related to this merger authorization. [Mayor's Office, Atkins]

Attachments: bluesheet memo - Summit merger 20240124
agreement summit biosciences
116-24- Merger authorization Summit 4864-1966-9413 v.1.docx

h **0117-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed $900,000. [Div. of Water Quality, Martin]

Attachments: Hazen Services
0117-24-First Renewal with Hazen and Sawyer 4862-4350-1477 v.1.docx
R-072-2024

i **0130-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet for acceptance of $356,000 in additional Federal funds, under the surface transportation Program (SLX), for the design phase of the Liberty Rd. Improvements Project, the acceptance of which obligates the Urban County Government to the expenditure of $89,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget for these Grants. [Div. of Engineering, Burton]

Attachments: 24-Blue Sheet Amendment Liberty Rd SA No. 1
BA 12800
Liberty Road 7-329 Supplemental Agreement 1 - unsigned
Liberty Road improvements - Project Extents Map
0130-24 (SLX Supplemental Agreement No. 1) 4883-5853-6097 v.2.docx
R-073-2024
Contract #045-2024

j **0131-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 8-2023) with Palmer Engineering, for design engineering services for the Wilson Downing Intersection Improvements Project, for the Div. of Engineering, at a cost not to exceed $172,187. [Div. of Engineering, Burton]

Attachments: 24-Blue Sheet Memo Palmer Engineering
2023-8 Wilson Downing Intersection Improvements ESA (for Mayor's Signatu
Wilson Downing Intersection Improvements - Location Map
0131-24 (Palmer Engineering Agreement) 4878-5830-0065 v.1.doc
R-074-2024
Contract #040-2024

k **0132-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with Webster Environmental Associates for Sewer Odor Control Master Planning And Management Services, for the Div. of Water Quality, at a cost for the first phase of the services not to exceed $550,000. [Div. of Water Quality, Martin]

Attachments: Odor Control Bluesheet Memo
Exhibit A RFPpackage
Exhibit C Webster Envionmental Associates, Inc.
0132-24- Webster Environmental Odor Control Contract 4855-0484-5733 v.1.
Contract #029-2024
R-064-2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0146-24

File ID:	0146-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/01/2024
File Name:	Table of Motions: Council Work Session, January 30, 2024			**Final Action:**	02/06/2024
Title:	Table of Motions: Council Work Session, January 30, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 01.30.24			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

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1	Urban County Council Work Session	02/06/2024	Approved				Pass

Text of Legislative File 0146-24

Title

Table of Motions: Council Work Session, January 30, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
January 30, 2024

Mayor Gorton called the meeting to order at 3:00 p.m. Vice Mayor Wu, Council Members J. Brown, Ellinger II, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, F. Brown, Baxter, Sevigny, Reynolds, and Plomin were present. Council Member Tayna Fogle was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Gray to approve the Thursday, February 1, 2024 Council Meeting Docket (as amended). Seconded by LeGris. Motion passed without dissent.

Motion by Monarrez to place on the docket for the Thursday, February 1, 2024 Council Meeting, a resolution authorizing the Mayor to execute an agreement with Hinkle Construction Services, LLC (RFP No. 110-2023) for construction costs related to the Squires Road and Wilson Downing Sidewalk Projects, at a cost not to exceed $1,764,435.25, pending Council's approval of the necessary budget amendments. Seconded by Baxter. Motion passed without dissent.

Motion by Monarrez to place on the docket for the Thursday, February 1, 2024 Council Meeting, a resolution authorizing the Mayor to execute Supplemental Agreement No. 5 with the Kentucky Transportation Cabinet to accept $700,000.00 in federal funds (SLX) for the construction phase of the Wilson Downing Sidewalk Project, the acceptance of which requires the expenditure of $175,000.00 as a local match, which is conditioned upon Council's approval of the necessary budget amendments. Seconded by Reynolds. Motion passed without dissent.

Motion by Monarrez to place on the docket for the Thursday, February 1, 2024 Council Meeting, a resolution authorizing the Mayor to execute Supplemental Agreement No. 3 with the Kentucky Transportation Cabinet to accept $300,000.00 in federal funds (SLX) for the construction phase of the Squires Road Sidewalk Project, the acceptance of which requires the expenditure of $75,000.00 as a local match, which is conditioned upon Council's approval of the necessary budget amendments. Seconded by Baxter. Motion passed without dissent.

Motion by J. Brown to place on the docket for the February 1, 2024 Council Meeting an ordinance amending Ordinance No. 134-2023, which adopted a schedule of meetings for the Council for Calendar Year 2024, to change the time of the Budget Committee of the Whole scheduled for May 28, 2024 to 10am and to add a Budget Committee of the Whole on May 30, 2024 at 1pm.

III. Approval of Summary

Motion by Wu to approve the January 23, 2024 Work Session Summary. Seconded by LeGris. Motion passed without dissent.

IV. Budget Amendments

Motion by Gray to approve Budget Amendments (as amended). Seconded by Sheehan. Motion passed without dissent.

Motion by Monarrez to amend the Budget Amendment Request List on pages 3-4 of the Work Session Packet to add three (3) Budget Journals for Grants and Special Programs: a Budget Journal to budget total grant match in the amount of $250,000 for both the Squires Road and Wilson Downing Sidewalk Projects; a Budget Journal to budget additional grant funds in the amount of $375,000 for the Squires Road Sidewalk Project; and, a Budget Journal to budget additional grant funds in the amount of $875,000 for the Wilson Downing Sidewalk Project.

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Wu to approve New Business. Seconded by Ellinger II. Motion passed without dissent. Sheehan recused on Item g.

VII. Continuing Business/Presentations

Motion by Wu to approve Neighborhood Development Funds. Seconded by Baxter. Motion passed without dissent.

J. Brown provided a summary of the November 28, 2023 Budget, Finance and Economic Development Committee Meeting. There were no motions to report.

Reynolds provided a summary of the January 23, 2024 Social Services and Public Safety Committee Meeting.

Motion by Reynolds to place on the docket for the February 1, 2024 Council Meeting, an ordinance creating section 2-31.2 of the Lexington-Fayette Urban County Government code of ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024. Seconded by Sevigny. Motion passed 12-2. (Yes- Wu, J. Brown, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, Baxter, Sevigny, Reynolds, Plomin. No- Ellinger II, F. Brown)

Motion by Ellinger II to table to March 5, 2024 an ordinance creating section 2-31.2 of the Lexington-Fayette Urban County Government code of ordinances, to prohibit discrimination in housing on the basis of lawful source of income or payment, all effective March 1, 2024. Seconded by F. Brown. Motion failed 4-10. (Yes- Ellinger II, F. Brown, Baxter, Plomin. No- Wu, Brown, Lynch, LeGris, Monarrez, Sheehan, Gray, Worley, Sevigny, Reynolds.)

VIII. Council Reports

IX. Mayor's Report

Motion by Plomin to approve the Mayor's Report. Seconded by Gray. Motion passed without dissent.

X. Mayor's Report – Price Contract Bid Recommendations

Motion by Wu to approve the Mayor's Report- Price Contract Bid Recommendations. Seconded by Sheehan. Motion passed without dissent.

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Motion by Plomin to adjourn at 3:55 p.m. Seconded by Gray. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0147-24

File ID:	0147-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	02/01/2024
File Name:	Summary: Environmental Quality & Public Works Committee, December 5, 2023			**Final Action:**	02/06/2024
Title:	Summary: Environmental Quality & Public Works Committee, December 5, 2023				
Notes:	reported out at 2/6/24 Work Session as file 743-23				
Sponsors:				**Enactment Date:**	
Attachments:	eqpw_2023-12-05 Summary, REDLINE 0613-23. Environmental Commission ordinance (00784146-2xAFB4D)			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

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1	Urban County Council Work Session	02/06/2024	Received and Filed				

Text of Legislative File 0147-24

Title

Summary: Environmental Quality & Public Works Committee, December 5, 2023

Environmental Quality & Public Works Committee

December 5, 2023

Summary and Motions

Chair Sheehan called the meeting to order at 1:04 p.m. Committee Members Lynch, LeGris, Monarrez, Gray, Worley, F. Brown, and Sevigny were present. Committee Members Wu and Fogle were absent.

I. Approval of October 24, 2023 Committee Summary

Motion by Sevigny to approve the October 24, 2023 Environmental Quality & Public Works Committee Summary. Seconded by Gray. Motion passed without dissent.

II. Consent Decree and Remedial Measures Plan

Charlie Martin, Director of Division of Water Quality, explained the overall status of the Consent Decree. Storm water and supplement obligations are complete. Capacity, Management, Operations and Maintenance (CMOM) obligations are ongoing and Sanitary Sewer Remedial Measures Plan (RMP) projects continue, pending approval of a revised schedule. He reviewed the schedule modification status broken down by what LFUCG requested and what the EPA and Kentucky have agreed to. He spoke about the 2nd material modification status which is expected to be filed with District Court by late November 2023. Out of 117 projects: 75 are complete, 22 are active and 20 are pending. Active and upcoming projects include East Hickman, West Hickman, Delong Road Pump Station, Wolf Run Truck F, Parkers Mill Trunk, New Circle A & B Trunk, Plainview Trunk Phase 1, Floyd Drive Trunk, and Merrick Trunk. He shared a summary of the Consent Decree obligations and where we currently stand. Martin confirmed the sanitary sewer user fees are used to pay for sanitary sewer obligations. Speaking about Green Tree and if we work with the water company on projects, Martin stressed the importance of having everyone work together so things move along more quickly. Addressing concerns with Floyd Drive, Martin does not see an issue with that area being a flood zone. There was some discussion about the location of the New Circle A & B Trunk. No action was taken on this item.

III. Environmental Best Practices in Paving Process

Rob Allen, Director of Streets and Roads, spoke about Reclaimed or Recycled Asphalt Pavement (RAP) which is the milling portion of paving. About 20% is used on normal roads and this has been done for years. There are grants available to fund these innovative, sustainable, and environmentally friendly practices. RAP asphalt is slightly less expensive than comparative asphalt. We are using the highest RAP content (45%) in the country right now on collector roads as part of an experiment. He spoke about the ability to add Kevlar fiber and Polymer to the asphalt to allow for the use of more RAP asphalt. He displayed photos to show what the high RAP, fiber and polymer roads look like. Through the paving formula, 10% of the paving budget goes toward preventative maintenance. When asked if there is a different process for using RAP on the different types of roads, Allen said the only difference is traffic control. Addressing preventive maintenance, Allen confirmed this happens year-round, and crack sealing is happening now. When asked about crack seal, paving, and rejuvenation, Allen said we do not self-perform, but we do have a small crack seal machine for certain road patches.

Addressing what to tell constituents about the duration of paving, Allen said arterials could go 3-5 years, collectors can last 5-7 years, and residential roads could go about 25 years. It was mentioned that ATS began earlier than planned in one district and it caused traffic backups in certain areas with no notice provided. When asked how we keep this from happening, Allen said ATS has made personnel changes and communication has improved. When asked about sealant, Allen clarified crack seal is permanent until the road gets resurfaced. Mr. Billings, with ATS Construction, spoke about the paving team and providing resources to accomplish Lexington's resurfacing needs. He spoke about the importance of putting RAP into our pavement. No action was taken on this item.

IV. Environmental Commission – Ordinance Updates

Grace Downey, Chairperson of the Environmental Commission, spoke about proposed changes to the Commission's ordinance. The Environmental Commission currently consists of up to forty members of the community who volunteer their time and expertise and want to better the city's natural environment and its practices. The Commission serves to improve the natural environment in our city and county by promoting sustainability and environmental resilience practices. Downey requested changes to their by-laws and the current ordinance related to these by-laws. She reviewed the sections in the ordinance where changes would make the commission more efficient.

Motion by LeGris to approve an ordinance amending section 2-96 of the Lexington Fayette Urban County code of ordinances to rename the "Metropolitan Environmental Improvement Commission of the Lexington Fayette Urban County Government" to the "Environmental Commission of Lexington Fayette County," consistent with current practice; amending section 2-97 of the code of ordinances to reduce the number of members to twenty-five (25) and adding a councilmember as a non-voting ex-officio member; and amending section 2-99 of the code of ordinances to add an information officer as an officer of the commission and setting officers' terms at two (2) years; effective upon passage of council. Seconded by Monarrez. Motion passed without dissent.

V. Items Referred to Committee

Motion by LeGris to remove *Short-Term Rentals (STR) Enforcement* from committee. Seconded by Gray. Motion passed without dissent.

Motion by Worley to remove *Environmental Best Practices in Our Paving Process* from committee. Seconded by F. Brown. Motion passed without dissent.

Motion by Sevigny to remove *Environmental Commission - Ordinance Updates* from committee. Seconded by F. Brown. Motion passed without dissent.

The meeting was adjourned at 2:14 p.m.

ORDINANCE NO. _____ - 2023

AN ORDINANCE AMENDING SECTION 2-96 OF THE LEXINGTON-FAYETTE URBAN COUNTY CODE OF ORDINANCES TO RENAME THE "METROPOLITAN ENVIRONMENTAL IMPROVEMENT COMMISSION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT" TO THE "ENVIRONMENTAL COMMISSION OF LEXINGTON-FAYETTE COUNTY," CONSISTENT WITH CURRENT PRACTICE; AMENDING SECTION 2-97 OF THE CODE OF ORDINANCES TO REDUCE THE NUMBER OF MEMBERS TO TWENTY-FIVE (25) AND ADDING A COUNCILMEMBER AS A NON-VOTING EX-OFFICIO MEMBER; AND AMENDING SECTION 2-99 OF THE CODE OF ORDINANCES TO ADD AN INFORMATION OFFICER AS AN OFFICER OF THE COMMISSION AND SETTING OFFICERS' TERMS AT TWO (2) YEARS; EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 2-96 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-96. Established.

A commission for environmental improvement is hereby created which shall be known as the ~~"Metropolitan Environmental Improvement Commission of the Lexington-Fayette Urban County Government,"~~ "The Environmental Commission of Lexington-Fayette County," hereinafter called the "environmental commission."

Section 2 – That Section 2-97 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-97. Membership.

The environmental commission shall consist of ~~not more than forty (40) nor less than twenty (20) members~~ twenty-five (25) members appointed by the mayor subject to the confirmation by the council. One member shall be a member of the urban county council, and shall be an ex-officio, non-voting member. The remaining membership shall be representative of all residents of the urban county and shall include at least ~~two (2) members~~ one (1) but no more than (3) members from each of the twelve (12) urban county council districts.

Section 3 – That Section 2-99 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-99. Officers and rules of procedure.

The officers of the environmental commission shall consist of a chairman, a vice-chairman, a secretary, a treasurer, an information officer, and three (3) directors, elected by the membership at the June meeting to serve a two-year term ~~from July 1 to June 30~~ in accordance with its bylaws. The duties of the officers shall be implied by the respective titles and such as may be specified in the bylaws.

> The environmental commission shall determine its own rules and order of business and shall provide for keeping a record of its proceedings.

Section 4 – That each member of the Environmental Commission who does not conform to the district requirements of this amendment at the time of this Ordinance's passage may continue as members of the Environmental Commission until such time as the member moves outside the boundaries of Lexington-Fayette County, resigns, is removed by a majority of the Urban County Council, or the member's term otherwise ends.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
PUBLISHED:
0613-23:EPT:X:\CASES\MAYOR\23-LE0001\LEG\00784146.DOCX

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0927-23

File ID:	0927-23	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council Work Session
				File Created:	09/07/2023
File Name:	Page Break			**Final Action:**	

Title:

Notes:

Sponsors:		**Enactment Date:**	
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

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Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0055-24

File ID:	0055-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/10/2024
File Name:	DCBS Family Support Program Application Assistance Organization Agreement with Aging			**Final Action:**	03/07/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Cabinet for Health and Family Services, Dept. for Community Based Services, for the participation by authorized staff from the Div. of Aging and Disability Services as certified application counselors on the Commonwealth of Ky.'s Self-Service Portal, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Notes: In office 1/31/2024. MS

A lot of back and forth on this -- Kristy said it needed to be signed electronically by the mayor but the agreement we have in the office has no spot for the mayor to sign in any capacity, let alone digitally. Sent her to Maureen Watson, who sent her to Susan Straub. Kristy came back to me and I looped in Abbye and Michael Cravens to weigh in. See me for questions! MS 3/8/2024

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	0055-24 DCBS Family Support Program Appl Asst Org Agreement, DCBS Kynector Family Support Program Appl Asst Organization Agreement, 0055-24 RESO - Agreement with DCBS re Kynector Participation 4893-7192-0289 v.1.docx, R-068-2024	**Enactment Number:**	R-068-2024
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0055-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Cabinet for Health and Family Services, Dept. for Community Based Services, for the participation by authorized staff from the Div. of Aging and Disability Services as certified application counselors on the Commonwealth of Ky.'s Self-Service Portal, at no cost to the Urban County Government. [Div. of Aging and Disability Services, Stambaugh]

Summary

Authorization for the Mayor to execute an Agreement between the Cabinet for Health and Family Services, Department for Community Based Services, and the Division of Aging and Disability Services to provide Family Support Program Application Assistance and for staff to participate as certified application counselors, called "kynectors," on the Commonwealth of Kentucky's kynect benefits Self-Service Portal. No Budgetary impact. (L0055-24) (Stambaugh/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: Tiffany Holskey 1/23/24

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: January 24, 2024

SUBJECT: DCBS Family Support Program Application Assistance Organization Agreement with Aging & Disability Services

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Request:

Request Council Authorization for the Mayor to execute an agreement between the Cabinet for Health and Family Services, Department for Community Based Services and the Division of Aging and Disability Services to provide Family Support Program Application Assistance.

Why are you requesting?

This agreement will provide for staff from the Division of Aging and Disability Services to participate as certified application counselors, called "kynectors," on the Commonwealth of Kentucky's kynect benefits Self-Service Portal. This will enable Aging staff to enroll clients/seniors in the Supplemental Nutrition Assistance Program (SNAP), while already assisting seniors with a variety of food insecurity issues. Staff acting as a "kynector" will simplify and expedite the process for new applicants and also allow staff to assist our seniors with their recertification process.

What is the cost in this budget year and future budget years?

There is no fiscal impact associated with this contract.

Are the funds budgeted?

There is no fiscal impact associated with this contract.

File Number: 0055-24

Director/Commissioner: Kristy Stambaugh / Kacy Allen-Bryant

DocuSign Envelope ID: F82A2DD7-92F9-4DE5-A592-27A61A1E8897

DCBS Family Support Program Application Assistance Organization Agreement

This Agreement by and between the Cabinet for Health and Family Services ("CHFS"), Department for Community Based Services (DCBS) and _____, ("Designated Organization"), is intended to allow Designated Organization to participate as certified application counselors, called "kynectors", on the Commonwealth of Kentucky's kynect benefits Self-Service Portal (SSP).

Subject to the terms in this agreement, DCBS hereby designates and authorizes the Designated Organization to assist individuals with applying for public assistance programs DCBS administers via the SSP. The scope of this Agreement does not create an agency or any other legal relationship between the Parties.

1. **Designated Organization Responsibilities:**
   A. **Compliance with DCBS Policies and Applicable Laws:** Designated Organization shall comply with all DCBS policies and procedures now in effect, or hereafter adopted, all instructions as may from time to time be given to the Designated Organization by DCBS and all applicable federal and state laws and regulations pertaining to public assistance programs DCBS administers which include, but are not limited to, Supplemental Nutrition Assistance Program (SNAP), Child Care Assistance Program (CCAP), and Temporary Assistance for Needy Families (TANF) and the regulations promulgated there under.

   B. **Confidentiality:** Pursuant to 45 CFR 205.50 (a)(2)(ii) and 7 CFR 272.1 (c)(2), the release of information concerning individuals applying for or receiving financial assistance is restricted to persons or agency representatives who are subject to standards of confidentiality which are comparable to those of the agency administering the financial assistance programs and recipients of such information must adequately protect the information against unauthorized disclosure to persons or for unauthorized purposes. Pursuant to KRS 194A.060 (1) and KRS 205.175, information regarding a public assistance applicant or recipient must be kept confidential and may not be released, except as authorized by law. Pursuant to KRS 205.990 (1), any person who violates the confidentiality provisions of KRS 205.175 is subject to criminal penalties, including a fine and/or imprisonment The Designated Organization shall:
      i. Ensure that the information received from CHFS will be for the purpose of administering federally assisted programs, as required by 42 USC 602 (a)(1)(A)(iv), 45 CFR 205.50 (a)(1), and 7 CFR 272.1(c);
      ii. Ensure that information received from CHFS regarding public assistance applicants and/or recipients will be maintained as confidential and will not be copied, disclosed, released or given to any other governmental agency, individual, or private concern, without the written permission of CHFS or the applicant/recipient;
      iii. Take all precautions to ensure that the information received from the Cabinet is safeguarded and to maintain security over such information, to ensure that it does not become available to unauthorized individuals;
      iv. Ensure that employees of the Designated Organization are subject to the same standards of confidentiality as CHFS employees and will have access to information provided under this Agreement.

   C. **Data Security:** Designated Organization shall
      i. Adhere to all security standards as for data transmission as expressed in CHFS and Commonwealth Office of Technology's IT Policies.
         1. CHFS IT Policy: https://chfs.ky.gov/agencies/os/oats/Pages/ITpolicies.aspx
      ii. Obtain all necessary waivers from CHFS's Institutional Review Board. A copy of the Waiver of Authorization will be attached to this Agreement, if applicable.
      iii. Keep the data confidential and in accordance with all state and federal laws and

privacy policies established by governmental agencies. All Designated Organization employees and personnel with access to DCBS data source under this Agreement shall read and acknowledge understanding of the compliance with the terms set out herein. The requestor shall keep records of members who will have access to such records and their agreement to these terms.

iv. Re-disclose data as required by law.

v. Adhere to all security standards relating to data storage, including the protection and destruction of data required by CHFS and Commonwealth Office of Technology's IT Policies.

1. The project will implement security controls in compliance with National Institute of Standards and Technology (NIST) special publication 800-53 rev. 4 guidance for moderate baseline controls in accordance with CHFS security standards and will comply with all relevant state and local security and privacy regulations, as well as federal security and privacy standards adopted by the U.S. Department of Health and Human Services for Exchanges.
2. Security services within the project shall be exposed as standards-compliant, reusable web services whenever feasible, and shall align to the Medical Information Technology Architecture (MITA) Maturity Model and MITA security and policy standards.
3. The project shall be built using leading practices for secure application development, and shall protect the privacy and disclosure of sensitive, protected health information (PHI) and personally identifiable information (PII) in accordance with HIPAA Security and Privacy Rules and an understanding of the associated penalties.
4. As with all CHFS projects, Recipient must adhere to the Commonwealth Office of Technology (COT) security and enterprise policies and procedures and the Cabinet for Health and Family Services (CHFS) security policies and procedures. Below is a listing of additional applicable policies, procedures, and laws for which the project must be prepared to comply:
    - Computer Fraud and Abuse Act [PL 99-474, 18 USC 1030]
    - Privacy Act of 1974 as amended [5 USC 552a]
    - Protection of Sensitive Agency Information [OMB M-06-16]
    - NIST 800-53 [Moderate]
    - IRS Publication 1075

vi. Provide documentation and certifications as may be needed to satisfy internal agency or Auditor of Public Accounts audits regarding the management and security of the information provided by AGNCY1 upon the request of AGNCY1.

vii. Prevent any and all unauthorized access to "Identity Information" of Commonwealth citizens, clients, constituents, and employees. "Identity Information" includes, but is not limited to, an individual's first name or initial and last name in combination with any of the following information:

1. Social Security Number;
2. Driver's License Number;
3. System Access IDs and associated passwords; and
4. Account Information including account number(s), credit/debit/ProCard number(s), and/or passwords and/or security codes.

viii. Upon learning of any unauthorized breach/access, theft, or release of Commonwealth data containing "Identity Information," Recipients shall immediately notify the contracting agency, the Kentucky Finance and Administration Cabinet, and the Commonwealth Office of Technology. Recipient is subject to the requirements of KRS 61.931-934.

ix. Provide written notice of violation of the security provisions of this Agreement within

24 hours of discovery.

x. Cooperate in the efforts to mitigate any harm that may result from any violation of these Identity Theft Prevention and Reporting Requirements and agree that the Commonwealth may terminate for default this Agreement, and may seek payment(s) from the Recipient in an amount sufficient to pay the costs of notifying Members of unauthorized access or security breaches.

D. **No Prior or Ongoing Disciplinary Action**: Neither the Designated Organization, officers, directors, employees, or any other person substantially involved in the contracting or fundraising activities of the Designated Organization is currently the subject of any disciplinary proceedings or other action by any federal or state government authority. Organization agrees that it has a continuing obligation to notify DCBS in writing within seven (7) business days if they become subject to such disciplinary action.

E. **Service at No Charge:** Designated Organization shall provide application assistance without charging individuals or making assistance conditional on any other relationship, purchase or direct or indirect consideration in accordance with existing laws.

2. **Liability, Insurance, and Indemnification:** Designated Organization will be liable for the conduct of the kynector under their supervision, whether contracted, employed, or volunteer, including, but not limited to, compliance with the roles and responsibilities in accordance with applicable federal and state laws and regulations pertaining to public assistance programs administered by DCBS. Designated Organization shall agree to not hold DCBS accountable for any legal claims or damages resulting from the actions of their kynector
3. **Advertising and Marketing Materials:** Designated Organization agrees to comply with DCBS advertising, marketing, and branding requirements. Organization may advertise or refer to itself as a "kynector" but is not considered an agent or representative of DCBS and shall not represent itself as an agent or other representative of DCBS public assistance programs.
4. **Failure to perform a corrective action:** If DCBS becomes aware that the Designated Organization has failed or is failing to meet its responsibilities or requirements under this Agreement, DCBS will provide notice of the identified failure to the Designated Organization and any applicable kynectors. DCBS may provide the Designated Organization or an individual kynector with the opportunity to respond and to establish a corrective action plan approved by DCBS executive staff and a set period to amend identified practices. Failure to perform duties established in this Agreement may result in suspension or termination of the designation for an individual kynector or the Designated Organization. Once certification or designation is removed, the individual or Organization may re-apply after the passage of twelve months from the revocation/withdrawal date.
5. **Designated Organization Contact, Manger, and Administrator:** Designated Organization agrees to designate an individual to serve as the primary contact for Designated Organization, a manager who is responsible for managing the Kentucky Online Gateway (KOG) Organization Management tool used to invite new users and remove users no longer associated with the Designated Organization, and an agency administrator with the ability to view and transfer all cases associated to the Designated Organization. This individual will be required to respond promptly to DCBS staff requests and inquiries. Upon request and approval by DCBS, this assignment may be divided among more than one individual allowing an employee without Self Service Portal (SSP) system access to handle some contact and onboarding activities.
6. **System User Recertification:** Designated Organization agrees to cooperate with review processes as determined by DCBS, to confirm that the correct individuals have an appropriate level of access to the DCBS system in accordance with privacy and security standards of applicable federal and state laws and regulations pertaining to public assistance programs DCBS administers This includes verification that the individual kynectors are current with all DCBS required training.
7. **Duty to Individuals** Designated Organization agrees to act in the best interest of the individual and provide full and impartial information to individuals seeking application assistance for

public assistance programs DCBS administers.

a. To disclose to the Designated Organization and to DCBS and potential applicants any potential conflicts of interest
b. To ensure that individual applicants are informed of the functions and responsibilities of kynectors
c. To comply with privacy and security standards established in accordance with federal and state laws and regulations pertaining to public assistance programs administered by DCBS.
d. To refer to merit DCBS staff when applicable
e. To provide information in a manner that is accessible to individuals with disabilities, as defined in the American with Disabilities Act
f. To comply with the requirements of rules and regulations of applicable public assistance programs administered by DCBS.
g. To comply with all Kentucky and federal laws

8. **Program Administration:** The Designated Organization will directly administer the kynector program, oversee all participating employees and maintain a registration process and method to track the performance of participating kynectors including:
   a. Conduct, Roles and Responsibilities: Designated Organization agrees to adhere to requirements set forth by the rules and regulations of applicable public assistance programs DCBS administers
   b. Certification: Designated Organization agrees to ensure that all staff identified to certify as kynectors meet the initial training requirements, complete supplemental training modules, and annual recertification training. Participating kynectors must complete all trainings as designated by DCBS with a passing assessment score. kynectors may re-attempt an assessment to achieve a passing score, however reattempts are limited. No assessment may be taken more than 3 times during a certification period. Individual kynectors who do not successfully complete any training will lose their certification status and will not be eligible to re-apply until 12 months from the date of their certification withdrawal.
   c. Designated Organization agrees to remove access and notify DCBS within a five (5) business day regarding kynectors who are no longer participating in the program.
   d. Any kynector must accept all requests for assistance and can be determined to be out of compliance for failure to meet this requirement.
   e. Notifying DCBS if an individual kynector will be on leave for more than 8 weeks so that DCBS may place that user's status in a suspended status. Individuals who do not log into their account for more than 90 days may automatically lose access and may be required to recertify to restore account access.
   f. Designated Organization must submit quarterly reports in a manner and form as set by DCBS, including:
      i. Number of consumers who received application or recertification assistance from the Designated Organization;
      ii. Number of consumers who received assistance in submitting verification documentation; and
      iii. Other items requested by DCBS with reasonable notice.

9. **Term of Agreement and Cancellation:** This agreement shall be effective for one year (not to exceed 12/31/2024) beginning the date of the last signature and must be renewed annually if the Designated Organization and DCBS wish to continue the arrangement. Either party may terminate and cancel this Agreement, at any time, on thirty (30) days written notice served upon the other party by registered mail with return receipt requested, or immediately for cause. In the event that cause for termination is given with thirty (30) days' notice, and any cause is defective, the termination shall be considered with notice.
10. **Acceptance of Terms and Conditions:** This document shall be signed by an individual legally authorized to execute contracts on behalf of the Designated Organization, signifying agreement to comply with all of the terms and conditions specified above. Additionally, all individuals

DocuSign Envelope ID: F82A2DD7-92F9-4DE5-A592-27A61A1E8897

designated as kynectors by the Designated Organization will sign that they understand and will abide by the terms and conditions of their access to the Self-Service Portal as kynectors at least once each year during the recertification process.

The above terms and conditions of the Agreement are hereby accepted and agreed to as of the date specified:

For Department for Community Based Services

Lesa Dennis
2597068C24204CA...

Printed Name Lesa Dennis

Title Commissioner

Date: 11/6/2023 | 7:40 AM PST

For Designated Organization

Printed Name Jennifer Garland

Title

Date:

Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

CHFS Cabinet Approval:

DocuSigned by:
Eric Friedlander
0AEA1D6C15D6431...
Signature

Secretary
Title

Eric Friedlander
Printed Name

11/6/2023 | 5:18 PM EST
Date

Contractor Approval:

Signature

Title

Jennifer Garland
Printed Name

Date

CHFS Department Review:

DocuSigned by:
Lesa Dennis
Signature

Commissioner
Title

Lesa Dennis
Printed Name

11/6/2023 | 7:40 AM PST
Date

Approved as to form and legality:

DocuSigned by:
Ashley Kennedy
6EA82E22A10C488...
Attorney

11/1/2023 | 1:01 PM EDT
Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, FOR THE PARTICIPATION BY AUTHORIZED STAFF FROM THE DIVISION OF AGING AND DISABILITY SERVICES AS CERTIFIED APPLICATION COUNSELORS ON THE COMMONWEALTH OF KENTUCKY'S SELF-SERVICE PORTAL, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Cabinet for Health and Family Services, Department for Community Based Services, for the participation by authorized staff from the Division of Aging and Disability Services as certified application counselors on the Commonwealth of Kentucky's Self-Service Portal, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0055-24:TAH:4893-7192-0289, v. 1

RESOLUTION NO. 068 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, FOR THE PARTICIPATION BY AUTHORIZED STAFF FROM THE DIVISION OF AGING AND DISABILITY SERVICES AS CERTIFIED APPLICATION COUNSELORS ON THE COMMONWEALTH OF KENTUCKY'S SELF-SERVICE PORTAL, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Cabinet for Health and Family Services, Department for Community Based Services, for the participation by authorized staff from the Division of Aging and Disability Services as certified application counselors on the Commonwealth of Kentucky's Self-Service Portal, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0055-24:TAH:4893-7192-0289, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0106-24

File ID:	0106-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/24/2024
File Name:	Change Order Ashwood Townhouses Contract 143-2020			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $99,860.38, from $99,860.38 to $0.00. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Blue Sheet, Change Order Contract_Map, 0106-24-WQ Grant Change Order Ashwood Townhouses of Laredo 4878-0902-5189 v.1.docx, R-069-2024	**Enactment Number:**	R-069-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0106-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $99,860.38, from $99,860.38 to $0.00. [Div. of Water Quality, Martin]

Summary

Authorization to approve a decreasing Change Order in the amount of $99,860.38, the full award of the Stormwater Quality Projects Incentive Grant with the Ashwood Townhouses of Laredo, Inc., Contract#143-2020. Costs increased beyond the Grant award and the Grantee opted to cancel their Grant. (L0106-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 1/23/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: ($99,860.38)

Annual Impact: $

Project: WQINCENTIVE_20

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 22, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #143-2020

Request

Requesting approval of a decreasing change order of $99,860.38 to the Stormwater Quality Projects Incentive Grant with the Ashwood Townhouses of Laredo, Inc., Contract #143-2020.

Purpose of Request

The Grantee's project scope and costs has increased beyond the grant award, and Grantee has opted to cancel their grant.

Funds from this cancelled grant will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY23.

Project Cost in FY23 and in Future Budget Years

The decreasing change order savings of $99,860.38 will be returned to fund 4052 for FY23 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_20 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_23 – WQ_GRANT

Albright/Martin

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	17-Aug-22
	Contract Modification:	
	CONTRACT #:	C-143-2020
PROJECT: Ashwood Townhouses of Laredo - Stormwater Quality Project Incentive Grant		
TO: Ashwood Townhouses of Laredo		

Original Contract Amount	$99,860.38
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$99,860.38
Net (increase/decrease) in Contract Amount - (From following pages)	-$99,860.38
Percent Change of This Contract Modification	-100%
Original Contract Amount	$99,860.38
Cumulative Amount of all Contract Modifications	-$99,860.38
Percent Change of all Contract Modifications	-100%
New Contract Amount Including this Change Order	$0.00

Recommended by Frank H. Mell	(Proj. Engr.)	Date 9/27/2022
Accepted by	(Consultant)	Date
Accepted by	(Contractor)	Date 9/15/22
Approved by	(Director)	Date 9-29-22
Approved by Nancy Albright	(Commissioner)	Date 9/30/22
Approved by	(Mayor or CAO)	Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	17-Aug-22
	Contract Mod #:	1
	CONTRACT #:	#143-2020

Project: Ashwood Townhouses of Laredo - Stormwater Quality Project Incentive Grant

TO:

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	$ 99,860.38	$ 99,860.38	$ -
2						$ -	$ -
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
Total decrease						$ 99,860.38	
Total increase							$ -
Net (increase) in contract price							$ (99,860.38)

JUSTIFICATION FOR CHANGE		
	PROJECT:	Ashwood Townhouses of Laredo - Stormwater Quality Project Incentive Grant
	CONTRACT NO.	143-2020
	CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Projects Incentive Grant completed under budget

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

Stormwater Quality Projects Incentive Grant Program

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH ASHWOOD TOWNHOUSES OF LAREDO, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $99,860.38, FROM $99,860.38 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a stormwater quality project, decreasing the contract price by the sum of $99,860.38, from $99,860.38 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0106-24:EPT:4878-0902-5189, v. 1

RESOLUTION NO. 069 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH ASHWOOD TOWNHOUSES OF LAREDO, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $99,860.38, FROM $99,860.38 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a stormwater quality project, decreasing the contract price by the sum of $99,860.38, from $99,860.38 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0106-24:EPT:4878-0902-5189, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0108-24

File ID:	0108-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/24/2024
File Name:	Change Order Beaver Creek Hydrology Conract 052-2022			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Beaver Creek Hydrology, LLC, for a Stormwater Quality Project, decreasing the Contract by the sum of $127,050, from $127,050 to $0. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Blue Sheet, Change Order Contract_Map, 0108-24-WQ Grant Change Order Beaver Creek Hydrology 4865-3697-1429 v.1.docx, R-070-2024	**Enactment Number:**	R-070-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0108-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Beaver Creek Hydrology, LLC, for a Stormwater Quality Project, decreasing the Contract by the sum of $127,050, from $127,050 to $0. [Div. of Water Quality, Martin]

Summary

Authorization to approve a decreasing Change Order in the amount of $127,050.00, the full award of the Stormwater Quality Projects Incentive Grant with the Beaver Creek Hydrology, LLC., Contract 052-2022. Costs increased beyond the Grant award and the Grantee has opted to cancel their Grant. (L0108-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/23/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: ($127,050.00)

Annual Impact: $

Project: WQINCENTIVE_22

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 16, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #052-2022

Request

Requesting approval of a decreasing change order of $127,050.00 to the Stormwater Quality Projects Incentive Grant with Beaver Creek Hydrology, LLC, Contract #052-2022.

Purpose of Request

The Grantee's project scope and costs has increased beyond the grant award, and the Grantee has opted to cancel the grant.

Funds from this cancelled grant will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of $127,050.00 will be returned to fund 4052 for FY24 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_22 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Albright/Martin

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	16-Jan-24
	Contract Modification:	1
	CONTRACT #:	C-052-2022

PROJECT: Beaver Creek Hydrology, LLC, Stormwater Quality Project Incentive Grant

TO: Beaver Creek Hydrology, LLC

Original Contract Amount	$127,050.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$127,050.00
Net (increase/decrease) in Contract Amount - (From following pages)	-$127,050.00
Percent Change of This Contract Modification	-100%
Original Contract Amount	$127,050.00
Cumulative Amount of all Contract Modifications	-$127,050.00
Percent Change of all Contract Modifications	-100%
New Contract Amount Including this Change Order	$0.00

Recommended by _____ (Proj. Engr.) Date 1/15/2024

Accepted by _____ (Consultant) Date _____

Accepted by _____ (Contractor) Date 1/16/24

Approved by _____ (Director) Date 1-18-24

Approved by Nancy Albright (Commissioner) Date 1/23/24

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	16-Jan-24
	Contract Mod #:	1
	CONTRACT #:	#052-2022

Project: Beaver Creek Hydrology, LLC, Stormwater Quality Project Incentive Grant

TO:

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	$ 127,050.00	$ 127,050.00	$ -
2						$ -	$ -
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
Total decrease						$ 127,050.00	
Total increase							$ -
Net (increase) in contract price							$ (127,050.00)

JUSTIFICATION FOR CHANGE		
	PROJECT:	Beaver Creek Hydrology, LLC, Stormwater Quality Project Incentive Grant
	CONTRACT NO.	052-2022
	CHANGE ORDER:	1

1. Necessity for change: The Stormwater Quality Project Incentive Grant was canceled by Grantee.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

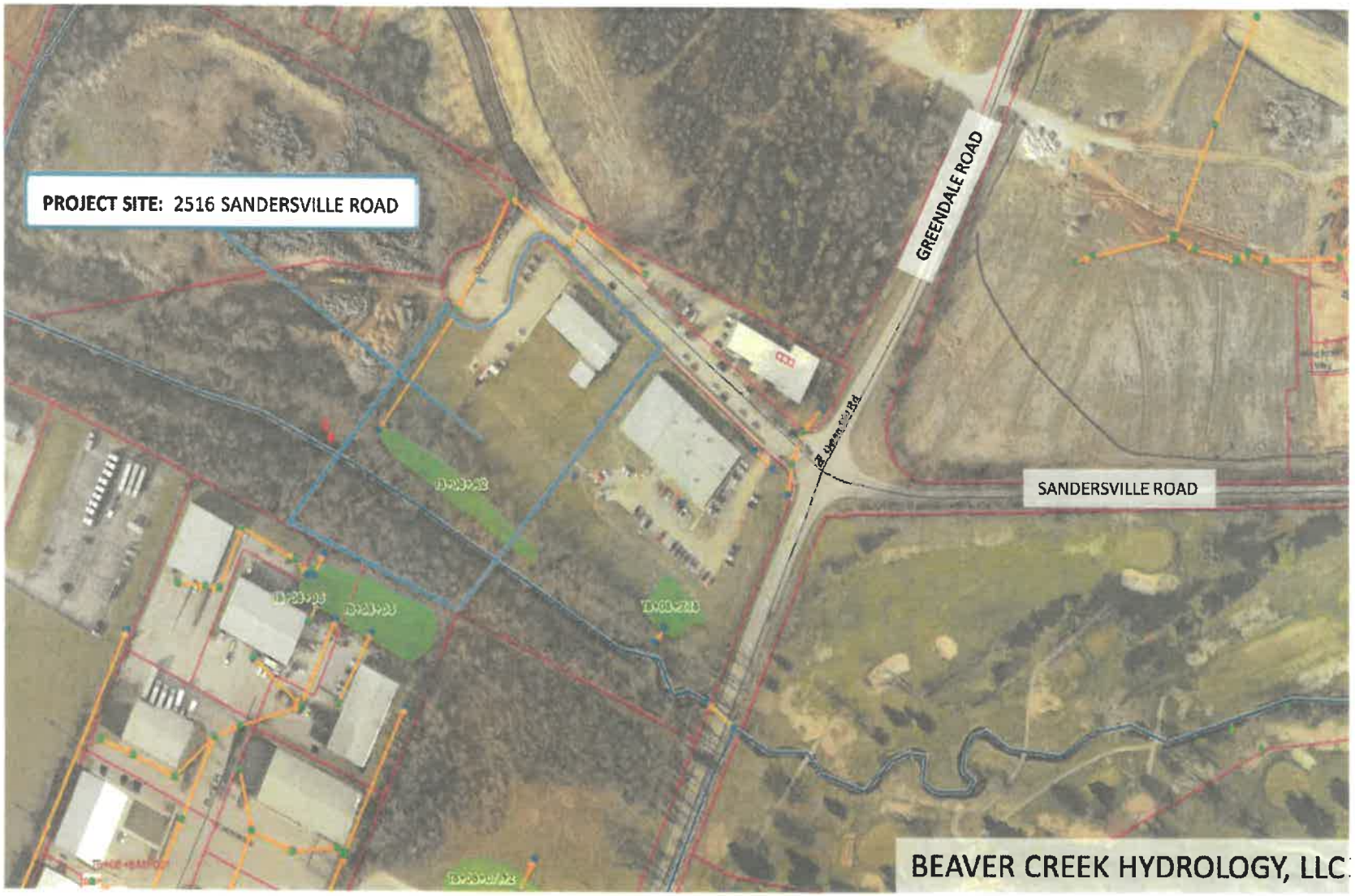
7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

Stormwater Quality Projects Incentive Grant Program



RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH BEAVER CREEK HYDROLOGY, LLC, FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $127,050.00, FROM $127,050.00 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Beaver Creek Hydrology, LLC, for a stormwater quality project, decreasing the contract price by the sum of $127,050.00, from $127,050.00 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0108-24:EPT_4865-3697-1429, v. 1

ORDINANCE NO. 025 - 2024

AN ORDINANCE AMENDING SECTION 2-96 OF THE LEXINGTON-FAYETTE URBAN COUNTY CODE OF ORDINANCES TO RENAME THE "METROPOLITAN ENVIRONMENTAL IMPROVEMENT COMMISSION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT" TO THE "ENVIRONMENTAL COMMISSION OF LEXINGTON-FAYETTE COUNTY", CONSISTENT WITH CURRENT PRACTICE; AMENDING SECTION 2-97 OF THE CODE OF ORDINANCES TO REDUCE THE NUMBER OF MEMBERS TO TWENTY-FIVE (25) AND ADDING A COUNCILMEMBER AS A NON-VOTING EX-OFFICIO MEMBER; AND AMENDING SECTION 2-99 OF THE CODE OF ORDINANCES TO ADD AN INFORMATION OFFICER AS AN OFFICER OF THE COMMISSION AND SETTING OFFICERS' TERMS AT TWO (2) YEARS; EFFECTIVE UPON PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Section 2-96 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-96. Established.

A commission for environmental improvement is hereby created which shall be known as the "The Environmental Commission of Lexington-Fayette County", hereinafter called the "environmental commission."

Section 2 – That Section 2-97 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-97. Membership.

The environmental commission shall consist of twenty-five (25) members appointed by the mayor subject to the confirmation by the council. One member shall be a member of the urban county council, and shall be an ex-officio, non-voting member. The remaining membership shall be representative of all residents of the urban county and shall include at least one (1) but no more than (3) members from each of the twelve (12) urban county council districts.

Section 3 – That Section 2-99 of the Lexington-Fayette Urban County Code of Ordinances be and hereby is amended to read as follows:

Sec. 2-99. Officers and rules of procedure.

The officers of the environmental commission shall consist of a chairman, a vice-chairman, a secretary, a treasurer, an information officer, and three (3) directors, elected by the membership at the June meeting to serve a two-year term in accordance with its bylaws. The duties of the officers shall be implied by the respective titles and such as may be specified in the bylaws. The environmental commission shall determine its own rules and order of business and shall provide for keeping a record of its proceedings.

Section 4 – That each member of the Environmental Commission who does not conform to the district requirements of this amendment at the time of this Ordinance's passage may continue as members of the Environmental Commission until such time as the member moves outside the boundaries of Lexington-Fayette County, resigns, is removed by a majority of the Urban County Council, or the member's term otherwise ends.

Section 5 – That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL
PUBLISHED: March 14, 2024-1t
0743-23:EPT:4876-6722-3959, v. 2

ORDINANCE NO. 026 - 2024

AN ORDINANCE AMENDING ARTICLE 4-8 OF THE LAND SUBDIVISION REGULATIONS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, UPDATING SURETY REQUIREMENTS FOR THE COMPLETION OF PUBLIC IMPROVEMENTS AS FOLLOWS: AMENDING SECTION 4-8 TO EXPRESSLY INCORPORATE THE REQUIREMENTS OF LFUCG ENGINEERING MANUALS FOR THE COMPLETION OF PUBLIC IMPROVEMENTS; AMENDING SECTION 4-8(a) TO PROVIDE FOR PRE-FINAL INSPECTION OF PUBLIC IMPROVEMENTS FOR PURPOSES OF CALCULATING SURETY; AMENDING SECTIONS 4-8(b) AND 4-8(c) TO UPDATE REQUIREMENTS FOR REDUCTIONS OF SURETY; AND AMENDING SECTION 4-8(d) TO UPDATE REQUIREMENTS FOR RENEWAL OF THE SURETY. (PLANNING COMMISSION).

WHEREAS, the Lexington-Fayette Urban County Planning Commission has initiated a text amendment to Article 4 of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government ("Land Subdivision Regulations"), to update surety requirements for the completion of public improvements; and

WHEREAS, the Planning Commission has considered a text amendment to Article 4-8 of the Land Subdivision Regulations amending Section 4-8 to expressly incorporate the requirements of LFUCG engineering manuals for the completion of public improvements, amending Section 4-8(a) to provide for pre-final inspection of public improvements for purposes of calculating surety, amending Sections 4-8(b) and 4-8(c) to update requirements for reductions of surety, and amending Section 4-8(d) to update requirements for renewal of the surety required for completion of public improvements. The Planning Commission did recommend APPROVAL of the text by a vote of 9-0; and

WHEREAS, this Council agrees with the recommendation of the Planning Commission; and

WHEREAS, the recommendation form of the Planning Commission is attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That Article 4-8 of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government is hereby amended to read as follows:

> 4-8 COMPLETION OF PUBLIC IMPROVEMENTS – Public improvements that were not completed prior to certification of the final plan by the Urban County Engineer shall be completed in conformance with the approved improvement plan and the Engineering Manuals adopted by the Urban County Government and incorporated herein by reference. In the event the public improvements are not completed as provided in the schedule for completion, or repaired as required, the Urban County Engineer shall, in writing, advise the Planning Commission, which

shall have the authority to call the surety posted in favor of the Urban County Government and cause the work to be constructed or repaired, as appropriate.

Section 2 – That Section 4-8(a) of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

4-8(a) PRE-FINAL INSPECTION – When requested by the developer, the Division of Engineering shall inspect the public improvements with the developer or developer's representative. Incomplete portions of the work on the public improvements are added to the punch list which is issued to calculate the surety value.

Section 3 – That Section 4-8(b) of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

4-8(b) REDUCTIONS OF SURETY – When requested by the developer, reductions of surety shall be allowed as set forth herein. Within thirty (30) days of the request by the developer, the Division of Engineering shall inspect the improvements. After one year, the surety may be reduced by an amount equal to ten percent (10%) of the total amount of the cost of the stormwater facilities, plus the value of all punch list items that are found to have been completed. After three years, the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the sanitary sewer and pump station facilities plus the value of any items that are found to have been completed in the third year.

Section 4 – That Section 4-8(c) of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

4-8(c) COMPLETION OF UTILITIES AND FINAL COURSE OF ASPHALT – Completion of utilities and final course of asphalt shall be in compliance with the current edition of the Procedures Manual. Upon installation of the final surface, the amount of the surety may be reduced by an amount equal to ten percent (10%) of the cost of the base courses; but in no case shall the reduction be more than ten percent (10%) of the cost of the final surface. If the final course of asphalt has been applied for at least one year, and if a previous reduction for the final course of asphalt has not been taken, the amount of the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the final course of asphalt.

Section 5 – That Section 4-8(d) of the Land Subdivision Regulations of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

4-8(d) RENEWAL OF THE SURETY – When a renewal of the surety posted by the developer has been requested by the developer, the Urban County Engineer shall renew the surety for uncompleted and warranty items for one additional year. As a condition of renewals for sureties older than 4 years, the Division of Engineering will require recalculation of the amount of the surety based on the current unit prices. Sureties shall remain in full force and effect until such time as all infrastructure and punch list items are complete, and in no event shall a developer allow the surety to expire or to lapse until such time as all infrastructure and punch list items are complete.

Section 6 – That this Ordinance shall become effective upon the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Published: March 14, 2024-1t

0151-24:TWJ:4883-2999-4404, v. 1

Recd by _____

Date: _____

RECOMMENDATION OF THE

URBAN COUNTY PLANNING COMMISSION

OF LEXINGTON AND FAYETTE COUNTY, KENTUCKY

IN RE: **SRA 2023-1: AMENDMENT TO ARTICLE 4 FOR SURITIES RENEWAL** – Subdivision Regulations Amendment to Article 4 of the LFUCG Land Subdivision Regulations to ensure sureties are renewed as required and update surety release language to match current practices.

Having considered the above matter on **October 12, 2023,** at a Public Hearing and having voted **9-0** that this Recommendation be submitted to the Lexington-Fayette Urban County Council, the Urban County Planning Commission does hereby recommend **APPROVAL** for this matter for the following reasons:

1. These Land Subdivision Regulation text amendments will clarify matters pertaining to the posting of sureties and warranties, the reduction of said sureties and the release of the surety when all work has been completed and the warranty periods have ended.
2. The text amendments reflect the Division of Engineering and the Department of Public Works ongoing efforts to improve the development process and ensure quality public improvements.

ATTEST: This 2nd day of February, 2024.

Jim Duncan

Secretary, Jim Duncan

LARRY FORESTER
CHAIR

At the Public Hearing before the Urban County Planning Commission, this petition was represented by **Tom Martin, Senior Planner, Division of Planning, Planning Services Section.**

OBJECTIONS

- None

OBJECTORS

- None

VOTES WERE AS FOLLOWS:

AYES:	(9)	Davis, Worth, Meyer, Pohl, Barksdale, Michler, Wilson, Owens, Nicol
NAYS:	(0)	
ABSENT:	(1)	Forester
ABSTAINED:	(0)	
DISQUALIFIED:	(0)	

Motion for **Approval** of **SRA 2023-1** carried.

Enclosures: Recommended Text
Application
Staff Report
Applicable excerpts of minutes of above meeting.

Planning Commission Recommended Text Amendment 10/12/23

LAND SUBDIVISION REGULATIONS – PROPOSED AMENDMENTS

4-8 COMPLETION OF PUBLIC IMPROVEMENTS – Public improvements that were not completed prior to certification of the final plan by the Urban County Engineer shall be completed in conformance with the approved improvement plan and ~~with the submitted schedule for completion~~ the Engineering Manuals adopted by the Urban County Government and incorporated herein by reference. In the event the public improvements are not completed as provided in the schedule for completion, or repaired as required, the Urban County Engineer shall, in writing, advise the Planning Commission, which shall have the authority to call the surety posted in favor of the Urban County Government and cause the work to be constructed or repaired, as appropriate.

4-8(a) PRE-FINAL INSPECTION – When requested by the developer, the Division of Engineering shall inspect the public improvements with the developer or developer's representative. Incomplete portions of the work on the public improvements are added to the punch list, which is used to calculate the surety value.

4-8(b) REDUCTIONS OF SURETY ~~4-8(a) PRE-FINAL INSPECTION AND FIRST REDUCTION IN THE SURETY~~ – When requested by the developer, reductions of surety shall be allowed as set forth herein. Within thirty (30) days of the ~~certification of the final plan by the Urban County Engineer~~ request by the developer, the Division of Engineering shall inspect the improvements. After one year, the surety may be reduced by an amount equal to ten percent (10%) of the total amount of the cost of the stormwater facilities, plus the value of all punch list items that are found to have been completed. After three years, the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the sanitary sewer and pump station facilities plus the value of any items that are found to have been completed in the third year. ~~If the Division of Engineering finds that portions of the work of the work on the public improvements that were included in the punch list have now been completed, a first reduction in the surety shall be permitted, when so requested by the developer. The reduction in the surety shall equal the cost of those punch list items that are found to be complete.~~

~~4-8(b) ADDITIONAL REDUCTIONS OF SURETY – Additional reductions in the amount of the surety will be permitted. The surety may be reduced only at times provided below. In all cases, the Division of Engineering shall retain the amount of the surety for inflation and administration until the release of the surety. No reduction will be permitted after the completion date has passed, and no reduction will alter the original completion or termination date of the surety.~~

~~(1) SECOND REDUCTION – When requested by the developer, a second reduction shall be allowed one year from the Urban County Engineer's certification of the final plan. Within thirty (30) days of the request by the developer, the Division of Engineering shall inspect the improvements. The surety may be reduced by an amount equal to ten percent (10%) of the total amount of the cost of the stormwater~~

~~facilities, plus the value of all punch list items that are found to have been completed during the first year.~~

~~(2) THIRD REDUCTION - At the end of the second year from the date of the certification of the plan by the Urban County Engineer, and within thirty (30) days of the request by the developer, the Division of Engineering shall inspect the improvements. The surety may be reduced by an amount equal to the value of the items that are found to have been completed in the second year. If the final course of asphalt has been applied for at least one year, the amount of the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the final course of asphalt.~~

~~(3) FOURTH REDUCTION - At the end of the third year from the date of the certification of the plan by the Urban County Engineer, and within thirty (30) days of the request by the developer, the Division of Engineering shall inspect the improvements. The surety may be reduced by an amount equal to ten percent (10%) of the total cost of the sanitary sewer and pump station facilities plus the value of any items that are found to have been completed in the third year. If the final course of asphalt has been applied for at least one year, and if a previous reduction for the final course of asphalt has not been taken, the amount of the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the final course of asphalt.~~

4-8(c) COMPLETION OF UTILITIES AND FINAL COURSE OF ASPHALT – Completion of utilities and final course of asphalt shall be in compliance with the current edition of the Procedures Manual. Upon installation of the final surface, the amount of the surety may be reduced by an amount equal to 10% of the cost of the base courses; but in no case shall the reduction be more than 10% of the cost of the final surface. If the final course of asphalt has been applied for at least one year, and if a previous reduction for the final course of asphalt has not been taken, the amount of the surety may be reduced by an amount equal to ten percent (10%) of the total cost of the final course of asphalt.

4-8(d) RENEWAL OF THE SURETY – When a renewal of the surety posted by the developer has been requested by the developer, the Urban County Engineer shall renew the surety for uncompleted and warranty items for one additional year~~, beyond the three years otherwise provided~~. As a condition of renewals for sureties older than 4 years, the Division of Engineering will require recalculation of the amount of the surety based on the current unit prices. Sureties shall remain in full force and effect until such time as all infrastructure and punch list items are complete, and in no event shall a developer allow surety to expire or to lapse until such time as all infrastructure and punch list items are complete.

4-8(e) FINAL REDUCTION / RELEASE OF SURETY – When the developer has completed all required improvements, and the final course of asphalt has been applied for

at least one year, the developer may request a final release of the surety. When so requested, the Division of Engineering will conduct a final inspection within thirty (30) days. Upon determination by the Division of Engineering that all improvements have been properly constructed in conformance with the requirements of these Subdivision Regulations, the Zoning Ordinance, the Division of Engineering Manuals and the Division of Engineering Standard Drawings, the Urban County Engineer shall, in writing, notify the Planning Commission, which shall release the surety.

4-8(f) SURETY FORFEITURES – If a surety is forfeited or called by the Urban County Government, the Corporation, Corporation Principal(s) or developer will be prohibited from submitting a surety to the Urban County Government for a period of three years from the date of forfeiture.

PLN-SRA-23-00001 Filing Date: September 5, 2023 Filing Initiated: July 13, 2023

GENERAL INFORMATION – Subdivision Regulation Amendment Application

1. **APPLICANT INFORMATION:**

Name: Urban County Planning Commission

Address: 101 East Vine Street, STE 700

City, State, Zip Code: Lexington, KY 40507

2. **ATTORNEY (Or Other Representative) INFORMATION:**

Name: Tracy Jones

Address: 200 East Main Street

City, State, Zip Code: Lexington, KY 40507

Email: tjones@lexingtonky.gov

3. **REQUESTED TEXT CHANGE:**

Subdivision Regulations Amendment to Article 4 of the LFUCG Land Subdivision Regulations to ensure sureties are renewed as required and to update surety release language to match current practices. (see attached for proposed language)

4. **DESCRIBE THE JUSTIFICATION FOR MAKING THIS CHANGE: (Use attachment if necessary.)**

The Division of Engineering requested that the Planning Commission make the attached changes to the Land Subdivision Regulations, Article 4-8. The goals of the changes are to ensure that sureties are renewed as required and to update surety release language to match current practices.

Urban County Planning Commission
200 East Main Street, Lexington, KY

STAFF REPORT ON PETITION FOR SUBDIVISION REGULATIONS AMENDMENT

SRA 2023-1: AMENDMENT TO ARTICLE 4 FOR SURETIES RENEWAL

INITIATED BY: Urban County Planning Commission
(at the request of the Division of Engineering)

PROPOSED TEXT: See Attached
(Note: Text underlined indicates an addition and text with a ~~strikethrough~~ indicates a deletion to the Subdivision Regulations.)

STAFF REVIEW:
The Planning Commission, at the request of the Division of Engineering, has initiated a Subdivision Regulation text amendment in order to clarify the surety process for subdivisions. The proposed changes are meant to update the surety renewal and release process to match current procedures. A surety is a way for the government to ensure that required infrastructure is constructed to meet established standards and fully completed as required. Acceptable sureties are irrevocable letters of credit, insurance bonds or cash. Sureties, once accepted, can only be released by the Urban County Planning Commission, which occurs on a monthly basis.

In 2004, the Planning Commission amended this section of the Land Subdivision Regulations to address the surety process and the surety amounts in conjunction with changes to the Engineering Manuals being instituted by the Division of Public Works. Subsequently, in the intervening years, the surety process has evolved and these proposed changes will align with the actual procedures currently being performed by the Division of Engineering and those who provide such sureties.

The major changes proposed eliminate unnecessary, somewhat cumbersome, language relative to the reduction process and replace it with simpler, more direct language. These changes do not impact the amount of the sureties required, nor what is required for a surety reduction to be approved by the Division of Engineering.

In conclusion, the attached Subdivision Regulation amendment will bring the surety process in conformance with the Engineering Manuals and the current process pertaining to sureties, without compromising the Urban County Government's ability to require that public improvements are completed and repaired if found to be defective due to improper workmanship or the use of improper materials.

The Staff Recommended: **Approval**, for the following reasons:

1. These Land Subdivision Regulation text amendments will clarify matters pertaining to the posting of sureties and warranties, the reduction of said sureties and the release of the surety when all work has been completed and the warranty periods have ended.
2. The text amendments reflect the Division of Engineering and the Department of Public Works ongoing efforts to improve the development process and ensure quality public improvements.

B. SRA 2023-1: AMENDMENT TO ARTICLE 4 FOR SURETIES RENEWAL – to update Article 4 of the Land Subdivision Regulations to ensure sureties are renewed as required and to update surety release language to match current practices.

INITIATED BY: Urban County Planning Commission
PROPOSED TEXT: Copies are available from the staff.

The Subdivision Committee Recommended: **Approval.**

The Staff Recommends: **Approval,** for the following reasons:

1. These Land Subdivision Regulation text amendments will clarify matters pertaining to the posting of sureties and warranties, the reduction of said sureties and the release of the surety when all work has been completed and the warranty periods have ended.
2. The text amendments reflect the Division of Engineering and the Department of Public Works ongoing efforts to improve the development process and ensure quality public improvements.

Staff Presentation - Mr. Martin shared the details of the proposed subdivision regulations amendment. He told the Planning Commission that the new amendment would take out several redundancies, and simplify the language. He briefly explained how sureties were released and that process would not be changing.

Action – Ms. Worth made a motion, seconded by, Mr. Pohl and carried 9-0 (Forester absent), to approve SRA 2023-1: AMENDMENT TO ARTICLE 4 FOR SURETIES RENEWAL as presented by staff.

ORDINANCE NO. 027 - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR MUNICIPAL EXPENDITURES, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, FY 2024 SCHEDULE NO. 0036.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for municipal expenditures.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for municipal expenditures, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) $7,168,428.67 from General Services District Fund to various accounts.

) $7,621.22 from Full Urban Services District Fund to various accounts.

) $2,918,782.99 from Municipal Aid Program Fund to various accounts.

) $42,912.40 from Affordable Housing and Homelessness Prevention Fund to various accounts.

) $12,440.00 from Sanitary Sewer Revenue and Operating Fund to various accounts.

) $312,440.00 from Water Quality Management Fund to various accounts.

) $78,243.00 from Enhanced 911 Fund to various accounts.

) Re-appropriations within the 2022 Bond Projects Fund; 2024 Bond Projects Fund; Sanitary Sewer Construction Fund; Property & Casualty Claims Fund; and various grant funds that do not result in changes to the Unappropriated Fund Balance of these funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated, are detailed in "BUDGET SCHEDULE NO. 0036" attached hereto and incorporated herein by reference.

Section 3 - That this Ordinance shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 2024

Linda Gorton
MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

PUBLISHED: March 14, 2024-1t

0195-24:DJB:4867-2129-3221, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR MUNICIPAL EXPENDITURES, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, FY 2024 SCHEDULE NO. 0036.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for municipal expenditures:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for municipal expenditures, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) $_7,168,428.67__form_ General Services District Fund _to_ various accounts.

) $_7,621.22__form_ Full Urban Services District Fund _to_ various accounts.

) $_2,918,782.99__form_ Municipal Aid Program Fund _to_ various accounts.

) $_42,912.40__form_ Affordable Housing and Homelessness Prevention Fund _to_ various accounts.

) $_12,440.00__form_ Sanitary Sewer Revenue and Operating Fund _to_ various accounts.

) $_312,440.00__form_ Water Quality Management Fund _to_ various accounts.

) $_78,243.00__form_ Enhanced 911 Fund _to_ various accounts.

) Re-appropriations within the 2022 Bond Projects Fund; 2024 Bond Projects Fund; Sanitary Sewer Construction Fund; Property & Casualty Claims Fund; and various grant funds that do not result in changes to the Unappropriated Fund Balance of these funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated, are detailed in "BUDGET SCHEDULE NO. 0036" attached hereto and incorporated herein by reference.

Section 3 - That this Ordinance shall become effective on the date of its passage.

09

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0036**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST		Page 1 of 7
145943	ENGINEERING			02/13/2024	TO PROVIDE FUNDS FOR FENCE REPAIRS BY RECOGNIZING FUNDS RECEIVED ON A LETTER OF CREDIT FORFEITURE RELATED TO THE JAMES PROPERTY AND SLEEPY HOLLOW.		
		1101-303202-3251-90315	12,000.00		PROVIDE	FUNDS FOR	FENCE INSTALLATION & REPAIR
146030	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE GENERAL FUND.		
		1101-133002-0001-78201	60,000.00		PROVIDE	FUNDS FOR	CMPLETE_ST_2024
		1101-133006-1321-78201	225,000.00		PROVIDE	FUNDS FOR	CITIESU_2022
		1101-160201-0001-78201	60,475.00		PROVIDE	FUNDS FOR	EMRG_SOL_2023
		1101-160201-0001-78201	95,555.54		PROVIDE	FUNDS FOR	HOME_2020
		1101-160201-0001-78201	65,811.14		PROVIDE	FUNDS FOR	HOME_2019
		1101-160201-0001-78201	1,149.33		PROVIDE	FUNDS FOR	HOME_2016
		1101-160201-0001-78201	47,329.07		PROVIDE	FUNDS FOR	EMRG_SOL_2022
		1101-160201-0001-78201	297,635.53		PROVIDE	FUNDS FOR	HOME_2023
		1101-160201-0001-78201	6,342.32		PROVIDE	FUNDS FOR	EMRG_SOL_2019
		1101-160201-0001-78201	245,803.59		PROVIDE	FUNDS FOR	HOME_2022
		1101-160201-0001-78201	13,323.80		PROVIDE	FUNDS FOR	EMRG_SOL_2021
		1101-160201-0001-78201	5,530.14		PROVIDE	FUNDS FOR	EMRG_SOL_2020
		1101-160201-0001-78201	90,000.00		PROVIDE	FUNDS FOR	HOME_2018
		1101-160701-0001-78201	15,000.00		PROVIDE	FUNDS FOR	VIRGNA_TRL_2023
		1101-160701-0001-78201	623.09		PROVIDE	FUNDS FOR	FTA_SECT_2023
		1101-303202-3225-78201	2,494.90		PROVIDE	FUNDS FOR	SQUIRE_2016
		1101-303202-3225-78201	8,782.92		PROVIDE	FUNDS FOR	LOUD_SIDE_2016
		1101-303202-3225-78201	93,478.18		PROVIDE	FUNDS FOR	CLY_ML_RD_2015
		1101-303202-3251-78201	3,000.00		PROVIDE	FUNDS FOR	ARMSTRONG_2023
		1101-303202-3251-78201	2,500,000.00		PROVIDE	FUNDS FOR	RAISE GRT/VERSAILLES
		1101-303602-3601-78201	87,424.69		PROVIDE	FUNDS FOR	ITS_CMS_2023
		1101-303602-3601-78201	25,391.32		PROVIDE	FUNDS FOR	ITS_CMS_2022
		1101-505201-0001-78201	12,440.00		PROVIDE	FUNDS FOR	HMGP_STNRD_2023
		1101-505204-5251-78201	25,000.00		PROVIDE	FUNDS FOR	LEX ALERT SYSTEM
		1101-505204-5291-78201	11,618.96		PROVIDE	FUNDS FOR	EMRG_MGMT_2021
		1101-505204-5291-78201	16,308.52		PROVIDE	FUNDS FOR	EMRG_MGMT_2022
		1101-505204-5291-78201	7,626.22		PROVIDE	FUNDS FOR	EMRG_MGMT_2020
		1101-505204-5291-78201	9,995.70		PROVIDE	FUNDS FOR	EMERGENCY MANGEMENT
		1101-505204-5291-78201	60,821.00		PROVIDE	FUNDS FOR	HAZARD MITIGATION
		1101-505204-5291-78201	2,860.00		PROVIDE	FUNDS FOR	HMGP_FLOOD_2022
		1101-505204-5291-78201	17,894.00		PROVIDE	FUNDS FOR	HMGP_LFACC_2022
		1101-505204-5291-78201	67.45		PROVIDE	FUNDS FOR	HMGP_RADIO_2021
		1101-505204-5291-78201	67,784.19		PROVIDE	FUNDS FOR	EMRG_MGMT_2023
		1101-505501-5511-78201	15,714.95		PROVIDE	FUNDS FOR	MCSAP_2022

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST			
146030	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE GENERAL FUND.			
		1101-505501-5511-78201	7,717.35		PROVIDE	FUNDS FOR	TACT_2022	
		1101-505501-5511-78201	17,250.00		PROVIDE	FUNDS FOR	MCSAP_2023	
		1101-505501-5511-78201	450.18		PROVIDE	FUNDS FOR	VOCA_2023	
		1101-505506-5561-78201	21,667.00		PROVIDE	FUNDS FOR	SANE_2024	
		1101-505506-5561-78201	3,000.00		PROVIDE	FUNDS FOR	SANE3_2024	
		1101-505506-5561-78201	13,950.82		PROVIDE	FUNDS FOR	SANE_2023	
		1101-505506-5561-78201	2,250.00		PROVIDE	FUNDS FOR	SANE3_2023	
		1101-505702-5717-78201	208,809.70		PROVIDE	FUNDS FOR	FIRE ASSISTANCE GRANTS	
		1101-505702-5717-78201	64,900.00		PROVIDE	FUNDS FOR	ASST_FIRE_2023	
		1101-505804-5821-78201	2,925.00		PROVIDE	FUNDS FOR	FEMA_CODE_2023	
		1101-606102-6081-78201	103,610.06		PROVIDE	FUNDS FOR	SR_CITIZN_2020	
		1101-606102-6081-78201	86,360.10		PROVIDE	FUNDS FOR	SR_CITIZN_2021	
		1101-606102-6081-78201	185,548.60		PROVIDE	FUNDS FOR	SR_CITIZN_2022	
		1101-606102-6081-78201	220,134.84		PROVIDE	FUNDS FOR	SR_CITIZN_2023	
		1101-606104-0001-78201	750.87		PROVIDE	FUNDS FOR	VOCA_SS_2019	
		1101-606106-6011-78201	5,409.78		PROVIDE	FUNDS FOR	VOCA_SS_2020	
		1101-606106-6011-78201	15,886.61		PROVIDE	FUNDS FOR	VOCA_SS_2023	
		1101-606106-6011-78201	24,925.50		PROVIDE	FUNDS FOR	VOCA_SS_2022	
		1101-606106-6011-78201	59,185.00		PROVIDE	FUNDS FOR	VOCA_SS_2021	
		1101-606401-6403-78201	15,852.13		PROVIDE	FUNDS FOR	CHD_CR_FD_2022	
		1101-606401-6403-78201	17,609.88		PROVIDE	FUNDS FOR	CHD_CR_FD_2021	
		1101-606401-6403-78201	90,385.93		PROVIDE	FUNDS FOR	CHD_CR_FD_2023A	
		1101-606401-6403-78201	46,643.67		PROVIDE	FUNDS FOR	CHD_CR_FD_2020	
		1101-606404-0001-78201	5,095.50		PROVIDE	FUNDS FOR	HEAD_ST_2022	
		1101-606404-0001-78201	12,355.00		PROVIDE	FUNDS FOR	HEAD_ST_2023	
		1101-606404-0001-78201	511.96		PROVIDE	FUNDS FOR	HEAD_ST_2021	
		1101-606503-6521-78201	338,601.13		PROVIDE	FUNDS FOR	DAY_TREAT_2023	
		1101-606503-6521-78201	334,765.62		PROVIDE	FUNDS FOR	DAY_TREAT_2022	
		1101-606503-6521-78201	36,568.55		PROVIDE	FUNDS FOR	DAY_TREAT_2020	
		1101-606503-6521-78201	355,718.34		PROVIDE	FUNDS FOR	DAY_TREAT_2021	
		1101-707601-7211-78201	193,689.00		PROVIDE	FUNDS FOR	NEWTOWNPK_2011	
		1101-707601-7211-78201	20,000.00		PROVIDE	FUNDS FOR	RAVEN_RUN_2024	
146038	COMPONENT AGENCIES			02/13/2024	TO ADJUST THE FY 2024 LEXINGTON PUBLIC LIBRARY APPROPRIATION BASED ON THE FAYETTE COUNTY SHERIFF'S PROPERTY SETTLEMENT AUDIT WHICH SUMMARIZES ACTUAL ASSESSMENTS AND COLLECTIONS.			
		1101-900605-0001-82101	445,619.00		PROVIDE	FUNDS FOR	TRANSFER TO COMPONENT UNITS	
146031	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE URBAN FUND.			
		1115-303501-0001-78201	5,121.22		PROVIDE	FUNDS FOR	HMGP_THOM_2018	

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST		
146031	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE URBAN FUND.		
		1115-505204-5291-78201	2,500.00		PROVIDE	FUNDS FOR	WASTE MANAGEMENT GRANTS
146032	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE MUNICIPAL AID PROGRAM FUND.		
		1136-303202-3225-78201	13,592.49		PROVIDE	FUNDS FOR	FORBES_2017
		1136-303202-3225-78201	186,849.14		PROVIDE	FUNDS FOR	LOUD_SIDE_2016
		1136-303202-3225-78201	35,226.80		PROVIDE	FUNDS FOR	SQUIRE_2016
		1136-303202-3225-78201	9,001.79		PROVIDE	FUNDS FOR	TOWNCRS_2015
		1136-303202-3251-78201	20,190.80		PROVIDE	FUNDS FOR	ARMSTRONG_2017
		1136-303202-3251-78201	319,989.15		PROVIDE	FUNDS FOR	MT_TABOR_2021
		1136-303202-3251-78201	43,277.40		PROVIDE	FUNDS FOR	MERCER_2018
		1136-303202-3251-78201	360,000.00		PROVIDE	FUNDS FOR	LIBERTY_RD_2022
		1136-303202-3251-78201	95,000.00		PROVIDE	FUNDS FOR	LANE_SIDE_2022
		1136-303202-3251-78201	20,000.00		PROVIDE	FUNDS FOR	LANE ALLEN SIDEWALK
		1136-303202-3251-78201	41,057.95		PROVIDE	FUNDS FOR	CLY_ML_RD_2017
		1136-303202-3251-78201	27,275.12		PROVIDE	FUNDS FOR	CITATION_2017
		1136-303202-3251-78201	400,000.00		PROVIDE	FUNDS FOR	CITATION WINBURN
		1136-303202-3251-78201	20,000.00		PROVIDE	FUNDS FOR	CITATION SECTION IIIB
		1136-303202-3251-78201	50,000.00		PROVIDE	FUNDS FOR	ALUMNI_PTH_2023
		1136-303202-3251-78201	60,337.41		PROVIDE	FUNDS FOR	ROSEMONT_2017
		1136-303202-3251-78201	140,000.00		PROVIDE	FUNDS FOR	CITATION TRAIL SECTION 2
		1136-303202-3251-78201	12.77		PROVIDE	FUNDS FOR	WILSON_D_2017
		1136-303202-3251-78201	130,000.00		PROVIDE	FUNDS FOR	RAISE GRANT
		1136-303202-3251-78201	210,000.00		PROVIDE	FUNDS FOR	WILSON_D_2023
		1136-303202-3251-78201	16,000.00		PROVIDE	FUNDS FOR	WILSON DOWNING TURN LANE/ROUND
		1136-303202-3251-78201	130,000.00		PROVIDE	FUNDS FOR	WEST LOUDON STREETSCAPE
		1136-303202-3251-78201	200,000.00		PROVIDE	FUNDS FOR	TOWNBRNC3_2008
		1136-303202-3251-78201	5,994.17		PROVIDE	FUNDS FOR	TODDS_2017
		1136-303202-3251-78201	40,000.00		PROVIDE	FUNDS FOR	SQUIRES SIDEWALK
		1136-303202-3251-78201	125,000.00		PROVIDE	FUNDS FOR	SOUTH ELKHORN SECTION 3 PATH
		1136-303202-3251-78201	49,978.00		PROVIDE	FUNDS FOR	SOUTH_ELK_2017
		1136-303202-3251-78201	120,000.00		PROVIDE	FUNDS FOR	NLIMESTONE_2023
		1136-303202-3251-78201	50,000.00		PROVIDE	FUNDS FOR	TOWN BRANCH TRAIL MID BLOCK
146033	VARIOUS			02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE HOMELESSNESS AND HOUSING FUND.		
		1145-155003-0001-78201	26,912.40		PROVIDE	FUNDS FOR	COC_PLAN_2022
		1145-155003-0001-78201	16,000.00		PROVIDE	FUNDS FOR	COC_PLAN_2023

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
146048	EMERGENCY MANAGEMENT/POLICE				02/13/2024	TO ADJUST BUDGETS WITHIN THE FY 2022 BOND TO PROVIDE FUNDS FOR SECURITY CAMERAS TO REPLACES BROKEN CAMERAS AT SHORT AND MILL STREETS AND DECREASE FUNDS FOR COMPLETED WARNING SIREN PROJECT.		
		2612-505204-5241-96465	5,374.07	CR		DECREASE	FUNDS FOR	APPLIANCES
		2612-505506-5561-95602	5,374.07			PROVIDE	FUNDS FOR	SECURITY SYSTEMS & EQUIPMENT
146016-17	PARKS AND RECREATION				02/13/2024	TO ADJUST FY 2024 BOND BUDGET TO REDUCE FUNDS FOR DOUGLASS POOL AND INCREASE FUNDS BY PHOENIX PARK. FUNDS FOR DOUGLASS POOL ARE BEING CONSOLIDATED WITHIN THE AMERICAN RESCUE PLAN ACT FUND.		
		2614-707602-7221-91015	2,100,000.00	CR		DECREASE	FUNDS FOR	PARK AREA RENOVATION
		2614-707602-7221-91015	1,000,000.00			PROVIDE	FUNDS FOR	PARK AREA RENOVATION
		2614-141401-1680-45610	1,100,000.00			DECREASE	REVENUE FOR	DEBT PROCEEDS
145880-81	GRANTS AND SPECIAL PROGRAMS				02/13/2024	TO BUDGET ADDITIONAL FUNDS AWARDED FOR DESIGN ON LIBERTY ROAD IMPROVEMENT PROJECT.		
		3160-303202-3251-91715	445,000.00			PROVIDE	FUNDS FOR	CONSTRUCTION-STREET
		3160-303202-3251-44010	356,000.00	CR		PROVIDE	REVENUE FOR	INTERGOVERNMENTAL - FEDERAL
		3160-303202-3251-45915	89,000.00	CR		PROVIDE	REVENUE FOR	TRANSFER FROM MUNICIPAL AID
146014	GRANTS AND SPECIAL PROGRAMS				02/13/2024	TO ADJUST AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL RECOVERY FUND TO PROVIDE FUNDS FOR DOUGLASS POOL AND DECREASE FUNDS FOR PHOENIX PARK, ADMINISTRATION, AND CONSTRUCTION CONTINGENCY. PHOENIX PARK IS BEING BUDGETED IN THE FY 2024 BOND FUND.		
		3230-155001-0001-63121	282,080.68	CR		DECREASE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-155001-0001-63511	65,837.63	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS
		3230-155001-0001-63615	28,208.07	CR		DECREASE	FUNDS FOR	BP - UCG
		3230-155001-0001-63621	19,237.90	CR		DECREASE	FUNDS FOR	FICA
		3230-155001-0001-63622	136.53	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-155001-0001-63624	4,499.19	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
		3230-155001-0001-63811	540,072.50	CR		DECREASE	FUNDS FOR	CONTINGENCY
		3230-155001-0001-71299	79,185.00	CR		DECREASE	FUNDS FOR	PROF SVC - OTHER
		3230-155001-0001-75101	28,000.00	CR		DECREASE	FUNDS FOR	OPERATING SUPPLIES AND EXPENSE
		3230-155001-0001-75103	25,000.00	CR		DECREASE	FUNDS FOR	SOFTWARE - OPERATING
		3230-155001-0001-75801	22,000.30	CR		DECREASE	FUNDS FOR	EQUIPMENT UNDER $5000
		3230-155001-0001-90511	383,484.20	CR		DECREASE	FUNDS FOR	CONSTRUCTION-BUILDING NON-RES
		3230-160201-0001-63121	158,670.38	CR		DECREASE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-160201-0001-63511	37,033.67	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS
		3230-160201-0001-63615	15,867.04	CR		DECREASE	FUNDS FOR	BP - UCG
		3230-160201-0001-63621	10,821.32	CR		DECREASE	FUNDS FOR	FICA
		3230-160201-0001-63622	76.80	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-160201-0001-63624	2,530.79	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
		3230-202201-0001-63121	133,988.34	CR		DECREASE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-202201-0001-63511	31,272.87	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		Page 5 of 7
146014	GRANTS AND SPECIAL PROGRAMS				02/13/2024	TO ADJUST AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL RECOVERY FUND TO PROVIDE FUNDS FOR DOUGLASS POOL AND DECREASE FUNDS FOR PHOENIX PARK, ADMINISTRATION, AND CONSTRUCTION CONTINGENCY. PHOENIX PARK IS BEING BUDGETED IN THE FY 2024 BOND FUND.		
		3230-202201-0001-63615	13,398.83	CR		DECREASE	FUNDS FOR	BP - UCG
		3230-202201-0001-63621	9,138.00	CR		DECREASE	FUNDS FOR	FICA
		3230-202201-0001-63622	64.85	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-202201-0001-63624	2,137.11	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
		3230-707602-7221-63121	130,462.33	CR		DECREASE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-707602-7221-63511	30,449.90	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS
		3230-707602-7221-63615	13,046.23	CR		DECREASE	FUNDS FOR	BP - UCG
		3230-707602-7221-63621	8,897.53	CR		DECREASE	FUNDS FOR	FICA
		3230-707602-7221-63622	63.14	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-707602-7221-63624	2,080.87	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
		3230-707602-7221-91015	3,077,742.00			PROVIDE	FUNDS FOR	PARK AREA RENOVATION
		3230-707602-7221-91015	1,000,000.00	CR		DECREASE	FUNDS FOR	PARK AREA RENOVATION
146037	GRANTS AND SPECIAL PROGRAMS				02/13/2024	TO ADJUST AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL RECOVERY FUND TO PROVIDE FUNDS FOR IT TAKES A VILLAGE PERSONNEL COSTS BY DECREASING FUNDS IN ADMINISTRATION.		
		3230-133006-1321-63121	15,562.17			PROVIDE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-133006-1321-63511	3,632.21			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		3230-133006-1321-63615	1,556.22			PROVIDE	FUNDS FOR	BP - UCG
		3230-133006-1321-63621	1,061.34			PROVIDE	FUNDS FOR	FICA
		3230-133006-1321-63622	6.84			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-133006-1321-63624	248.22			PROVIDE	FUNDS FOR	MEDICARE EXPENSE
		3230-155001-0001-63121	15,562.17	CR		DECREASE	FUNDS FOR	NON-CIVIL SERVICE SALARIES
		3230-155001-0001-63511	3,632.21	CR		DECREASE	FUNDS FOR	PENSION CONTRIBUTIONS
		3230-155001-0001-63615	1,556.22	CR		DECREASE	FUNDS FOR	BP - UCG
		3230-155001-0001-63621	1,061.34	CR		DECREASE	FUNDS FOR	FICA
		3230-155001-0001-63622	6.84	CR		DECREASE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		3230-155001-0001-63624	248.22	CR		DECREASE	FUNDS FOR	MEDICARE EXPENSE
146034	VARIOUS				02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE SANITARY SEWER FUND.		
		4002-505201-0001-78201	12,440.00			PROVIDE	FUNDS FOR	HMGP_STNRD_2023
145882	WATER QUALITY				02/13/2024	TO MOVE SAVINGS FROM ONE COMPLETED CONSENT DECREE REMEDIAL MEASURES PROJECT (LIBERTY TRUNK) TO ANOTHER (WOLF RUN TRUNK F AND G) FOR EASEMENTS AND NECESSARY CHANGES ORDERS.		
		4003-303408-3466-92811	604,928.79	CR		DECREASE	FUNDS FOR	CONSTRUCTION-SEWER COLLECTION
		4003-303408-3466-92811	604,928.79			PROVIDE	FUNDS FOR	CONSTRUCTION-SEWER COLLECTION

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
145957	WATER QUALITY				02/13/2024	TO PROVIDE BUDGET TO HELP FUND NEW ODOR CONTROL IMPROVEMENTS AT BOTH WASTEWATER TREATMENT PLANTS BY DECREASING FUNDS FOR COMPLETED TREATMENT PLANT PROJECTS.		
		4003-303401-3401-92711	54,288.55	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3401-92711	142,541.44	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3401-92711	25,051.43	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3401-92711	1,131,613.28			PROVIDE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3401-92711	2,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3401-92711	131,746.66	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303401-3421-92711	775,985.20	CR		DECREASE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
146004	WATER QUALITY				02/13/2024	TO MOVE FUNDS AVAILABLE IN TOWN BRANCH TANK PROJECT TO COVER INCREASED TOWN BRANCH UV REMEDIAL MEASURES EXPENSES.		
		4003-303401-3401-92711	1,000,000.00			PROVIDE	FUNDS FOR	CONSTRUCTION-TREATMENT PLANT
		4003-303408-3466-92811	1,000,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-SEWER COLLECTION
146035	VARIOUS				02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE WATER QUALITY FUND.		
		4051-313201-3092-78201	300,000.00			PROVIDE	FUNDS FOR	WOLF_RUN_2024
		4051-505201-0001-78201	12,440.00			PROVIDE	FUNDS FOR	HMGP_STNRD_2023
146036	VARIOUS				02/13/2024	TO ROLL FORWARD GRANT MATCH UNSPENT IN FY 2023 FOR GRANTS THAT ARE ONGOING IN THE ENHANCED 911 FUND.		
		4204-505602-5621-78201	78,243.00			PROVIDE	FUNDS FOR	E911 GRANTS
145899	LAW				02/13/2024	TO PROVIDE FUNDS FOR UPDATED PERSONNEL ALLOCATIONS FOR 2 POSITIONS IN THE DEPARTMENT OF LAW BY DECREASING FUNDS FOR PROFESSIONAL SERVICES.		
		6021-160906-0001-71299	76,692.00	CR		DECREASE	FUNDS FOR	PROF SVC - OTHER
		6021-194101-1961-63111	54,058.00			PROVIDE	FUNDS FOR	CIVIL SERVICE SALARIES
		6021-194101-1961-63511	12,617.00			PROVIDE	FUNDS FOR	PENSION CONTRIBUTIONS
		6021-194101-1961-63615	5,529.00			PROVIDE	FUNDS FOR	BP - UCG
		6021-194101-1961-63621	3,616.00			PROVIDE	FUNDS FOR	FICA
		6021-194101-1961-63622	26.00			PROVIDE	FUNDS FOR	UNEMPLOYMENT INSURANCE
		6021-194101-1961-63624	846.00			PROVIDE	FUNDS FOR	MEDICARE EXPENSE

7,168,428.67	1101	GENERAL SERVICES DISTRICT FUND
7,621.22	1115	FULL URBAN SERVICES DISTRICT FUND
2,918,782.99	1136	MUNICIPAL AID PROGRAM FUND
42,912.40	1145	AFFORDABLE HOUSING AND HOMELESSNESS PREVENTION FUND
0.00	2612	2022 BOND PROJECTS FUND

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST	
			0.00	2614	2024 BOND PROJECTS FUND	
			0.00	3160	US DEPARTMENT OF TRANSPORTATION	
			0.00	3230	US DEPARTMENT OF TREASURY	
			12,440.00	4002	SANITARY SEWER REVENUE AND OPERATING FUND	
			0.00	4003	SANITARY SEWER CONSTRUCTION FUND	
			312,440.00	4051	WATER QUALITY MANAGEMENT FUND	
			78,243.00	4204	ENHANCED 911 FUND	
			0.00	6021	PROPERTY & CASUALTY CLAIMS FUND	

REPORT COMPILED BY: Rachael Berry
DIVISION OF BUDGETING
2/13/2024

ORDINANCE NO. 028 - 2024

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH BY ABOLISHING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519E, AND CREATING TWO (2) CLASSIFIED POSITIONS OF SOLIDS PROCESSING SUPERVISOR, GRADE 519N, IN THE DIVISION OF WATER QUALITY, THEREBY CHANGING THE FAIR LABOR STANDARDS ACT (FLSA) STATUS OF THE POSITIONS FROM EXEMPT TO NON-EXEMPT; TRANSFERRING ALL INCUMBENTS TO THE NON-EXEMPT POSITION; AND CONVERTING THE BIWEEKLY SALARY OF ALL INCUMBENTS TO AN HOURLY RATE OF PAY, EFFECTIVE THE FIRST PAYROLL MONDAY FOLLOWING PASSAGE OF COUNCIL.

BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following subsection line number in the classified civil service authorized strength be and hereby is amended to read as follows:

340.063 2 778 519N Solids Processing Supervisor

Section 2 – That the incumbents to the position be and hereby are transferred from an exempt to a non-exempt position as follows:

Larry Hamilton, from Solids Processing Supervisor, Grade 519E, at $2,232.08 biweekly, to Solids Processing Supervisor, Grade 519N, at $27.901 hourly.

James Anderson, from Solids Processing Supervisor, Grade 519E, at $2,851.44 biweekly, to Solids Processing Supervisor, Grade 519N, at $35.643 hourly.

Section 3 – That this Ordinance shall become effective the first payroll Monday following the passage of Council.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: March 14, 2024-1t
0145-24:GET:4888-9131-6642, v. 1

WITH ADDENDUM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $17,500 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF STREETS AND ROADS, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0028.

WHEREAS, it is necessary and proper to amend the budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $17,500 to provide funds for Council Capital projects in the Division of Streets and Roads:

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That certain of the Budgets of the Lexington-Fayette Urban County Government be and hereby are amended to reflect current requirements for funds in the amount $17,500 to provide funds for Council Capital projects in the Division of Streets and Roads, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

) Re-appropriations within the General Fund – Capital Projects Fund which do not result in changes to the Unappropriated Fund Balance of these respective funds.

Section 2 - That the purposes of the Budget Amendments and the Accounts to or from which funds are herein appropriated are detailed in Schedule No. 0028 attached hereto and incorporated herein by reference.

Section 3 - That this Ordinance shall become effective on the date of its passage.

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024 **SCHEDULE NO: 0028**

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT	WORK SESSION	REASON FOR REQUEST
144807	COUNCIL OFFICE			11/28/2023	TO PROVIDE FUNDS FOR COUNCIL PROJECTS IN THE DIVISION OF STREETS AND ROADS FOR PAVING OF MADDOX LANE.
		1105-121002-1012-91715	17,500.00 CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
		1105-303301-0001-93011	17,500.00		PROVIDE FUNDS FOR STREET-PAVING/RESURFACING
			0.00	1105	GENERAL FUND CAPITAL PROJECTS

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING
11/22/2023

RESOLUTION NO. 066 - 2024

A RESOLUTION ACCEPTING THE BID OF THERMAL SERVICE LLC, IN THE AMOUNT OF $87,555.00 FOR WEST HICKMAN SOLIDS PROCESSING BUILDING HYDRONIC HEATING SYSTEM, FOR THE DIVISION OF WATER QUALITY, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THERMAL SERVICE LLC, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the bid of Thermal Service LLC, in the amount of $87,555.00, for the West Hickman Solids Processing Building Hydronic Heating System, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with Thermal Service LLC, related to the bid.

Section 2 – That an amount, not to exceed the sum of $87,555.00, be and hereby is approved for payment to Thermal Service LLC, from account #4002-303403-91017, pursuant to the terms of the bid and agreement.

Section 3 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0154-24:TAH:4859-0449-9363, v. 1

RESOLUTION NO. 067 - 2024

A RESOLUTION RATIFYING THE PERMANENT CLASSIFIED CIVIL SERVICE APPOINTMENTS OF: J'LA HERRING, CUSTOMER ACCOUNT SPECIALIST SR., GRADE 514N, $20.156 HOURLY IN THE DIVISION OF LEXSERV, EFFECTIVE JANUARY 24, 2024, JESSE MCKINNEY, EQUIPMENT OPERATOR, GRADE 512N, $21.219 HOURLY IN THE DIVISION OF STREETS AND ROADS, EFFECTIVE JANUARY 31, 2024, KATRINA JAMES, ADMINISTRATIVE SPECIALIST SR., GRADE 518N, $26.561 HOURLY IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, EFFECTIVE FEBRUARY 1, 2024.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the following Permanent Classified Civil Service Appointments made by the Mayor, be and hereby are ratified:

J'La Herring, Customer Account Specialist Sr., Grade 514N, $20.156 hourly in the Division of LexServ, effective January 24, 2024.

Jesse McKinney, Equipment Operator, Grade 512N, $21.219 hourly in the Division of Streets and Roads, effective January 31, 2024.

Katrina James, Administrative Specialist Sr., Grade 518N, $26.561 hourly in the Division of Grants and Special Programs, effective February 1, 2024.

Section 2 – That these personnel actions shall become effective on the date described in each item.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0181-24:GET:4888-2503-2869, v. 1

RESOLUTION NO. 068 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE CABINET FOR HEALTH AND FAMILY SERVICES, DEPARTMENT FOR COMMUNITY BASED SERVICES, FOR THE PARTICIPATION BY AUTHORIZED STAFF FROM THE DIVISION OF AGING AND DISABILITY SERVICES AS CERTIFIED APPLICATION COUNSELORS ON THE COMMONWEALTH OF KENTUCKY'S SELF-SERVICE PORTAL, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement, which is attached hereto and incorporated herein by reference, with the Cabinet for Health and Family Services, Department for Community Based Services, for the participation by authorized staff from the Division of Aging and Disability Services as certified application counselors on the Commonwealth of Kentucky's Self-Service Portal, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0055-24:TAH:4893-7192-0289, v. 1

RESOLUTION NO. 069 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH ASHWOOD TOWNHOUSES OF LAREDO, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $99,860.38, FROM $99,860.38 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Ashwood Townhouses of Laredo, Inc., for a stormwater quality project, decreasing the contract price by the sum of $99,860.38, from $99,860.38 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0106-24:EPT:4878-0902-5189, v. 1

RESOLUTION NO. 070 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH BEAVER CREEK HYDROLOGY, LLC, FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $127,050.00, FROM $127,050.00 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Beaver Creek Hydrology, LLC, for a stormwater quality project, decreasing the contract price by the sum of $127,050.00, from $127,050.00 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0108-24:EPT_4865-3697-1429, v. 1

RESOLUTION NO. 071 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LAKESHORE VILLAGE, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $212,932.00, FROM $212,932.00 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Lakeshore Village, Inc., for a stormwater quality project, decreasing the contract price by the sum of $212,932.00, from $212,932.00 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0109-24:EPT:4860-0232-8741, v. 1

RESOLUTION NO. 072 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST RENEWAL OF THE CONTRACT WITH HAZEN AND SAWYER, P.S.C., FOR SANITARY SEWER REMEDIAL MEASURES PROGRAM MANAGEMENT CONSULTING SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $900,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Renewal of the Contract with Hazen and Sawyer, P.S.C., which is attached hereto and incorporated herein by reference, for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed $900,000.00, be and hereby is approved for payment to Hazen and Sawyer, P.S.C., from account # 4003-303401-3425-71205, pursuant to the terms of the First Renewal of the Contract.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0117-24:EPT:4862-4350-1477, v. 1

RESOLUTION NO. 073 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET FOR ACCEPTANCE OF $356,000.00 IN ADDITIONAL FEDERAL FUNDS, UNDER THE SURFACE TRANSPORTATION PROGRAM (SLX), FOR THE DESIGN PHASE OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $89,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET FOR THESE GRANTS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for the acceptance of $356,000.00 in additional federal funds under the Surface Transportation Program (SLX) for the design phase of the Liberty Road Improvements Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $89,000.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0130-24:ANB:4883-5853-6097, v. 2

RESOLUTION NO. 074 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 8-2023) WITH PALMER ENGINEERING, FOR DESIGN ENGINEERING SERVICES FOR THE WILSON DOWNING INTERSECTION IMPROVEMENTS PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $172,187.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement (awarded pursuant to RFP No. 8-2023), which is attached hereto and incorporated herein by reference, with Palmer Engineering, for design engineering services for the Wilson Downing Improvements project, for the Division of Engineering.

Section 2 - That an amount not to exceed the sum of $172,187.00 be and hereby is approved for payment to Palmer Engineering, from account #3160-303202-91715, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0131-24:ANB:4878-5830-0065, v. 1

RESOLUTION NO. 075 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH SMART COMMUNICATIONS HOLDING, LLC, FOR THE INSTALLATION AND OPERATION OF AN INMATE COMMUNICATIONS SYSTEM AT THE DIVISION OF COMMUNITY CORRECTIONS, AT NO COST TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, with Smart Communications Holding, LLC, for the installation and operation of an inmate communications system at the Division of Community Corrections, at no cost to the Urban County Government.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

077-24:JJR:4862-0685-8403, v. 1

RESOLUTION NO. 076 – 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AWARDING A CLASS B (INFRASTRUCTURE) INCENTIVE GRANT TO UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION, FOR A STORMWATER QUALITY PROJECT, AT A COST NOT TO EXCEED $316,126.75.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an Agreement, which is attached hereto and incorporated herein by reference, awarding a Class B (Infrastructure) Incentive Grant to University of Kentucky Research Foundation, for a stormwater quality project.

Section 2 – That an amount, not to exceed $316,126.75, be and hereby is approved for payment to University of Kentucky Research Foundation, from account # 4052-303204-3373-78112, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0142-24:EPT:4884-0455-2101, v. 1

RESOLUTION NO. 077 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT AN APPLICATION FOR AN ENCROACHMENT PERMIT TO THE KENTUCKY TRANSPORTATION CABINET, TO ALLOW FOR THE CLOSURE OF OLIVER LEWIS WAY FOR STREETFEST, AT NO COST TO THE URBAN COUNTY GOVERNMENT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute and submit an Application for an Encroachment Permit, which is attached hereto and incorporated herein by reference, to the Kentucky Transportation Cabinet, to allow for the closure of Oliver Lewis Way for StreetFest, at no cost to the Urban County Government.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0143-24:EPT:4872-8919-4917, v. 1

RESOLUTION NO. 078 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (AWARDED PURSUANT TO RFP NO. 2-2024) WITH SOLAR ENERGY SOLUTIONS, LLC, FOR INSTALLATION OF A ROOF-MOUNTED SOLAR PHOTOVOLTAIC SYSTEM AT THE DIVISION OF PARKS AND RECREATION MAINTENANCE BUILDING AT MASTERSON STATION, AT A COST NOT TO EXCEED $62,853.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Professional Services Agreement (awarded pursuant to RFP No. 2-2024), which is attached hereto and incorporated herein by reference, with Solar Energy Solutions, LLC, for installation of a roof-mounted solar photovoltaic system at the Division of Parks and Recreation Maintenance Building at Masterson Station, at a cost not to exceed $62,853.00.

Section 2 – That an amount, not to exceed the sum of $62,853.00, be and hereby is approved for payment to Solar Energy Solutions, LLC from account # 1101-313201-3099-76101, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0152-24:EPT:4872-3964-8933, v. 1

RESOLUTION NO. 079 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ENGINEERING SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC., FOR THE DESIGN OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $1,244,333.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Service Agreement, which is attached hereto and incorporated herein by reference, with Strand Associates, Inc., for the design of the Liberty Road Improvements Project.

Section 2 - That an amount, not to exceed the sum of $1,244,333.00, be and hereby is approved for payment to Strand Associates, Inc., from account # 3160-303202-91715.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0156-24:ANB:4873-7740-4580, v. 1

RESOLUTION NO. 080 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $1,000,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO HOST A PARAMEDIC TRAINING COURSE, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $100,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $1,000,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to host a paramedic training course, the acceptance of which obligates the Urban County Government to the expenditure of $100,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0157-24:ANB:4879-9160-7460, v. 1

RESOLUTION NO. 081 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PREVENTATIVE CANCER AND CARDIAC SCREENINGS TO INCUMBENT PHYSICALS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add preventative cancer and cardiac screenings to incumbent physicals, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0158-24:ANB:4891-1174-9284, v. 1

RESOLUTION NO. 082-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF AWARDED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $500,000.00 IN FEDERAL FUNDS UNDER THE 2023 ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, TO ADD PERSONAL PROTECTIVE EQUIPMENT (PPE) AND REPLACEMENT OF TWO BRUSH TRUCKS, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $50,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute and submit a Grant Application, which is attached hereto and incorporated herein by reference, to the U.S. Department of Homeland Security, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if awarded, which Grant funds are in the amount of $500,000.00 in federal funds, under the 2023 Assistance to Firefighters Grant Program, to add Personal Protective Equipment (PPE) and replacement of two brush trucks, the acceptance of which obligates the Urban County Government to the expenditure of $50,000.00 as a local match.

Section 2 – That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0159-24:ANB:4892-3980-6116, v. 1

RESOLUTION NO. 083 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT WITH KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC., FOR VARIOUS SERVICES RELATED TO THE KENTUCKY VETERANS HALL OF FAME, INCLUDING THE KENTUCKY VETERANS HALL OF FAME INDUCTION CEREMONIES IN 2024 AND 2025, AT A COST NOT TO EXCEED $25,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement, which is attached hereto and incorporated herein by reference, with Kentucky Veterans Hall of Fame Foundation, Inc., for various services related to the Kentucky Veterans Hall of Fame, including the Kentucky Veterans Hall of Fame Induction Ceremonies in 2024 and 2025, at a cost not to exceed $25,000.00.

Section 2 – That an amount, not to exceed the sum of $25,000.00, be and hereby is approved for payment to Kentucky Veterans Hall of Fame Foundation, Inc., from account # 1101 – 133001 – 71299, pursuant to the terms of the Agreement.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0160-24:MSC:4857-0845-1747, v. 1

RESOLUTION NO. 084 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH THE VERDIN COMPANY, A SOLE SOURCE PROVIDER, FOR REPAIRS TO THE HISTORIC SKULLER'S STREET CLOCK, AT A COST NOT TO EXCEED $75,775.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the contract, which is attached hereto and incorporated herein by reference, with The Verdin Company, a sole source provider, for repairs to the historic Skuller's Street Clock.

Section 2 - That an amount, not to exceed the sum of $75,775.00, be and hereby is approved for payment to The Verdin Company, from account #6021-160906-73204, pursuant to the terms of the contract.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0177-24:GET:4865-9315-0119, v. 1

RESOLUTION NO. 085 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LIVING ARTS AND SCIENCE CENTER, INC., FOR A STORMWATER QUALITY INCENTIVE GRANT PROJECT, DECREASING THE CONTRACT BY THE SUM OF $12,454.36, FROM $30,500.00 TO $18,045.64.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Living Arts and Science Center, Inc., for a Stormwater Quality Incentive Grant Project, decreasing the contract price by the sum of $12,454.36, from $30,500.00 to $18,045.64.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0179-24:EPT_4876-1988-3178, v. 1

RESOLUTION NO. 086 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ("CAC"), THE FINAL FORM OF WHICH SHALL BE SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF LAW, ALLOCATING AN ADDITIONAL $40,000.00 OF FEDERAL FUNDS (ARPA) TO THE CAC TO PROVIDE TEMPORARY EMERGENCY SHELTER AND SUPPORTIVE SERVICES TO HOMELESS FAMILIES CARING FOR MINOR CHILDREN, AND AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AGREEMENTS OR AMENDMENTS WITH THE CAC RELATED TO THESE FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Amendment, a draft of which is attached hereto and the final form of which shall be subject to the approval of the Department of Law, to an Agreement with Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ("CAC"), allocating an additional $40,000.00 of federal funds (ARPA) to the CAC to provide temporary emergency shelter and supportive services for homeless families caring for minor children.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any other needed agreements or amendments with the CAC related to the use of these funds.

Section 3 – That an amount, not to exceed $88,500.00, is hereby authorized for payment to the CAC from account # 3230-155003-78112, pursuant to the terms of the Amended Agreement.

Section 4 -- That this Resolution shall become effective as of the date of passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0201-24 BS HSGADVCOMDEV 4864-3504-5801, v. 2

RESOLUTION NO. 087 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH CHRISTIAN BENEVOLENT OUTREACH, INC. ($4,049.00); KENTUCKY REFUGEE MINISTRIES, INC. ($2,000.00); INNERCITY BREAKTHROUGH MINISTRIES, INC. ($1,000.00); HILL-N-DALE NEIGHBORHOOD ASSOCIATION, INC. ($525.00); SEIZE YOUR GIVEN OPPORTUNITIES, INC. ($1,100.00); FAYETTE COUNTY FARM BUREAU EDUCATION FOUNDATION, INC. ($500.00); FAYETTE ALLIANCE, INC. ($1,000); TATES CREEK HIGH SCHOOL PTSA, INC. ($1,000.00); VETERANS PARK ELEMENTARY PTA, INC. ($4,647.70); AND CASTLEGATE MAINTENANCE ASSOCATION, INC. ($318.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Christian Benevolent Outreach, Inc., Kentucky Refugee Ministries, Inc., Innercity Breakthrough Ministries, Inc., Hill-N-Dale Neighborhood Association, Inc., Seize Your Given Opportunities, Inc., Fayette County Farm Bureau Education Foundation, Inc., Fayette Alliance, Inc., Tates Creek High School PTSA, Inc., Veterans Park Elementary PTA, Inc., and Castlegate Maintenance Association, Inc., for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Christian Benevolent Outreach, Inc. ($4,049.00); Kentucky Refugee Ministries, Inc. ($2,000.00); Innercity Breakthrough Ministries, Inc. ($1,000.00); Hill-N-Dale Neighborhood Association, Inc. ($525.00); Seize Your Given Opportunities, Inc. ($1,100.00); Fayette County Farm Bureau Education Foundation, Inc. ($500.00); Fayette Alliance, Inc. ($1,000.00); Tates Creek High School PTSA, Inc. ($1,000.00); Veterans Park Elementary PTA, Inc. ($4,647.70); and Casltegate Maintenance Association, Inc. ($318.00) from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0208-24:GET:4859-5997-2776, v. 1

RESOLUTION NO. 088 - 2024

A RESOLUTION ACCEPTING THE BID OF DC ELEVATOR COMPANY IN THE AMOUNT OF $256,600.00 FOR THE DUNBAR AND PICADOME ELEVATOR REPAIR, FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH DC ELEVATOR COMPANY, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the bid of DC Elevator Company, in the amount of $256,600.00, for the Dunbar and Picadome Elevator Repair, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with DC Elevator Company, related to the bid.

Section 2 – That an amount, not to exceed the sum of $256,600.00, be and hereby is approved for payment to DC Elevator Company, from account #1105-707602-91011, pursuant to the terms of the bid and agreement.

Section 3 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0245-24:TAH:4889-2237-7898, v. 1

RESOLUTION NO. 089 - 2024

A RESOLUTION ACCEPTING THE BID OF OMNI COMMERCIAL, LLC, IN THE AMOUNT OF $94,500.00 FOR THE DEMOLITION OF SHILLITO TENNIS COURTS, FOR THE DIVISION OF PARKS AND RECREATION, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH OMNI COMMERCIAL, LLC, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the bid of OMNI Commercial, LLC, in the amount of $94,500.00, for the Demolition of Shillito Tennis Courts, for the Division of Parks and Recreation, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid and Agreement, which are attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to enter into the attached agreement with OMNI Commercial, LLC, related to the bid.

Section 2 – That an amount, not to exceed the sum of $94,500.00, be and hereby is approved for payment to OMNI Commercial, LLC, from account #3230-707602-91015, pursuant to the terms of the bid and agreement.

Section 3 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0248-24:TAH:4886-4191-7098, v. 1

RESOLUTION NO. 090 - 2024

A RESOLUTION ACCEPTING THE BID OF HOIST & CRANE SERVICE GROUP IN THE AMOUNT OF $140,426.16 FOR THE JIB CRANE & HOIST, FOR THE DIVISION OF FACILITIES AND FLEET MANAGEMENT, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH HOIST & CRANE SERVICE GROUP, RELATED TO THE BID.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the bid of Hoist & Crane Service Group, in the amount of $140,426.16, for the Jib Crane & Hoist, for the Division of Facilities and Fleet Management, be and hereby is accepted and approved as to the specifications and amounts set forth in the terms of the bid, which is attached hereto and incorporated herein by reference, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute an agreement with Hoist & Crane Service Group, related to the bid.

Section 2 – That an amount, not to exceed the sum of $140,426.16, be and hereby is approved for payment to Hoist & Crane Service Group, from account #1101-707201-96462, pursuant to the terms of the bid and agreement.

Section 3 – That this resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0253-24:TAH:4875-8718-0714, v. 1

RESOLUTION NO. 091 - 2024

A RESOLUTION AUTHORIZING AND APPROVING THE PURCHASE OF 130 WEST NEW CIRCLE ROAD, SUITE 170 AND 134 WEST NEW CIRCLE ROAD FOR THE OPERATIONS OF THE DIVISION OF WATER QUALITY; AND AUTHORIZING AND DIRECTING THE MAYOR TO SIGN ANY DOCUMENTS DEEMED NECESSARY AND ACCEPTABLE BY THE DEPARTMENT OF GENERAL SERVICES AND THE DEPARTMENT OF LAW REGARDING THE PURCHASE, AT A COST NOT TO EXCEED $6,000,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the purchase of 130 West New Circle Road, Suite 170 and 134 West New Circle Road be and hereby is authorized and approved for the operations of the Division of Water Quality. Nothing contained in this authorization to purchase shall require the purchase of the properties if the Government determines, prior to the sale, that it is in its best interests to terminate the Purchase Agreement as provided in the Agreement.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any documents deemed necessary and acceptable by the Department of General Services and the Department of Law regarding the purchase.

Section 3 – That an amount, not to exceed the sum of $6,000,000.00 be and hereby is approved for payment to William Ziering Trust, plus usual and appropriate closing costs, all from account # 4002-303401-3401-90111, at the time of closing, contingent upon the approval of a pending budget amendment.

Section 4 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0203-24:EPT_4872-4501-8282, v. 1

RESOLUTION NO. 092 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A QUITCLAIM DEED AND ANY OTHER DOCUMENTS NECESSARY TO TRANSFER A PORTION OF NON-UTILIZED RIGHT-OF-WAY LOCATED ADJACENT TO THE PROPERTY AT 3541 CEPHAS WAY TO THE ABUTTING PROPERTY OWNERS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a quitclaim deed and any other documents necessary to transfer a portion of non-utilized right-of-way located adjacent to the property at 3541 Cephas Way, depicted in Exhibit A, to the abutting property owners.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0225-24:MSC:4859-4617-2842, v. 1

RESOLUTION NO. 093 -2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE CABINET FOR HEALTH AND FAMILY SERVICES ACCEPTING $50,000.00 IN FEDERAL FUNDS FROM THE KENTUCKY OPIOID RESPONSE EFFORT, IN ORDER TO SUPPORT THE COMMUNITY PARAMEDICINE PROGRAM, THE ACCEPTANCE OF WHICH DOES NOT OBLIGATE THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF FUNDS, AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY AMENDMENTS RELATED TO THESE FUNDS, AND ALSO AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITH THE GRANT BUDGET ESTABLISHED FOR THIS GRANT.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an agreement with the Cabinet for Health and Family Services, attached hereto and incorporated herein by reference, to accept $50,000.00 in federal funds from the Kentucky Opioid Response Effort, in order to support the Community Paramedicine Program.

Section 2 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary amendments related to these funds.

Section 3 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0227-24:ANB:4888-7533-0730, v. 1

RESOLUTION NO. 094-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO APPROVAL OF THE DEPARTMENT OF LAW, WITH NORTHERN KENTUCKY LEGAL AID SOCIETY, INC., D/B/A LEGAL AID OF THE BLUEGRASS, AT A COST NOT TO EXCEED $200,000.00 ($100,000.00 IN FY 24), FOR THE PROVISION OF HOUSING STABILIZATION SERVICES AND PAYMENT OF RENTAL ASSISTANCE ON BEHALF OF ELIGIBLE FAMILIES PARTICIPATING IN EVICTION DIVERSION MEDIATION, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AMENDMENTS OR AGREEMENTS RELATED TO THE USE OF THESE FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, the final form of which is subject to approval by the Department of Law, with Northern Kentucky Legal Aid Society, Inc., d/b/a Legal Aid of the Bluegrass ("Legal Aid"), at a cost not to exceed $200,000.00 ($100,000.00 in FY 24), for the provision of housing stabilization services and payment of rental assistance on behalf of eligible families participating in the eviction diversion mediation.

Section 2 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, is further authorized to execute any necessary agreements or amendments with Legal Aid related to these funds.

Section 3 - That an amount, not to exceed the sum of $200,000.00, be and hereby is authorized for payment to Northern Kentucky Legal Aid Society Inc., d/b/a Legal Aid of the Bluegrass, from account # 1145-900383-71101, pursuant to the terms of the Agreement, and subject to the approval of any necessary budget amendments.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

230-24 BS HSGADVCOMDEV 4878-4832-9897, v. 1

RESOLUTION NO. 095-2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT, THE FINAL FORM OF WHICH SHALL BE SUBJECT TO APPROVAL OF THE DEPARTMENT OF LAW, WITH GOODWILL INDUSTRIES OF KENTUCKY, INC., AT A COST NOT TO EXCEED $400,000.00 ($150,000.00 IN FY 24), FOR THE PROVISION OF HOUSING STABILIZATION SERVICES AND PAYMENT OF RENT AND SECURITY DEPOSIT ASSISTANCE ON BEHALF OF ELIGIBLE FAMILIES REFERRED BY THE MCKINNEY VENTO HOMELESS OFFICE OF FAYETTE COUNTY PUBLIC SCHOOLS, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE ANY OTHER NEEDED AMENDMENTS OR AGREEMENTS RELATED TO THE USE OF THESE FUNDS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement, the final form of which is subject to approval by the Department of Law, with Goodwill Industries of Kentucky, Inc. ("Goodwill"), at a cost not to exceed $400,000.00 ($150,000.00 in FY 24), for the provision of housing stabilization services and payment of rent and security deposit assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools.

Section 2 -- That the Mayor, on behalf of the Lexington-Fayette Urban County Government, is further authorized to execute any necessary agreements or amendments with Goodwill related to these funds.

Section 3 - That an amount, not to exceed the sum of $400,000.00, be and hereby is authorized for payment to Goodwill from account # 1145-900331-71101, pursuant to the terms of the Agreement and pending approval of all necessary budget amendments.

Section 4 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

232-24 BS HSGADVCOMDEV 4867-8199-3641, v. 1

RESOLUTION NO. 096 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF AGREEMENT (AWARDED PURSUANT TO RFP NO. 4-2024) WITH SOLAR ENERGY SOLUTIONS, LLC, FOR ITS PARTICIPATION AS INSTALLER IN THE SOLARIZE LEXINGTON PROGRAM, AT A COST NOT TO EXCEED $1,088,733.30 FOR GRANTS AWARDED PURSUANT TO THE SOLARIZE LEXINGTON PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Agreement (awarded pursuant to RFP No. 4-2024), which is attached hereto and incorporated herein by reference, with Solar Energy Solutions, LLC, for its participation as installer in the Solarize Lexington Program.

Section 2 - That an amount, not to exceed the sum of $1,088,733.30, be and hereby is approved for payment to Solar Energy Solutions, LLC, from account 3230-313201-3094-78112, for grants awarded pursuant to the terms of the Solarize Lexington Program.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0234-24:EPT_4853-5377-9882, v. 1

RESOLUTION NO. 097 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO NEIGHBORHOOD DEVELOPMENT FUNDS WITH ALPHA KAPPA ALPHA SORORITY, INC. ($900.00); ALLEGRO DANCE PROJECT, INC. ($1,800.00); LAFAYETTE TRACK AND FIELD BOOSTERS ($1,200.00); UNITY IN THE COMMUNITY, INC. ($550.00); GROWTH POINT DEVELOPMENT, INC. ($1,350.00); COMMUNITY INSPIRED LEXINGTON, INC. ($1,750.00); AND THE KENTUCKY CENTER FOR GRIEVING CHILDREN AND FAMILIES, INC. ($754.00), FOR THE OFFICE OF THE URBAN COUNTY COUNCIL, AT A COST NOT TO EXCEED THE SUM STATED.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute agreements related to Neighborhood Development Funds, which are attached hereto and incorporated herein by reference, with Alpha Kappa Alpha Sorority, Inc., Allegro Dance Project, Inc., Lafayette Track and Field Boosters, Unity in the Community, Inc., Growth Point Development, Inc., Community Inspired Lexington, Inc., The Kentucky Center for Grieving Children and Families, Inc. for the Office of the Urban County Council.

Section 2 – That amounts, not to exceed the sums stated, be and hereby are approved for payment to Alpha Kappa Alpha Sorority, Inc. ($900.00); Allegro Dance Project, Inc. ($1,800.00); Lafayette Track and Field Boosters ($1,200.00); Unity in the Community, Inc. ($550.00); Growth Point Development, Inc. ($1,350.00); Community Inspired Lexington, Inc. ($1,750.00); and The Kentucky Center For Grieving Children and Families, Inc. ($754.00), from account #1101-121002-71214, from various Council Districts, pursuant to the terms of the agreements.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0247-24:GET:4882-4913-0154, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0109-24

File ID:	0109-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/24/2024
File Name:	Change Order Lakeshore Village Contract 041-2022			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakeshore Village, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $212,932, from $212,932 to $0. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Blue Sheet, Change Order Contract _Map, 0109-24-WQ Grant Change Order Lakeshore Village 4860-0232-8741 v.1.docx, R-071-2024	**Enactment Number:**	R-071-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0109-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Grant Agreement with Lakeshore Village, Inc., for a Stormwater Quality Project, decreasing the Contract by the sum of $212,932, from $212,932 to $0. [Div. of Water Quality, Martin]

Summary

Authorization to approve a decreasing Change Order in the amount of $212,932.00, the full

award of the Stormwater Quality Projects Incentive Grant with the Lakeshore Village, Inc., Contract 041-2022. Costs increased beyond the Grant award and the Grantee has opted to cancel their Grant. (L0109-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/24/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4052-303204-3373-78112

This Fiscal Year Impact: -$212,932.00

Annual Impact: $

Project: WQINCENTIVE_22

Activity: WQ_GRANT

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHARLES MARTIN
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 16, 2024

SUBJECT: Change Order for Stormwater Quality Projects Incentive Grant Contract #041-2022

Request

Requesting approval of a decreasing change order of $212,932.00 to the Stormwater Quality Projects Incentive Grant with the Lakeshore Village, Inc., Contract #041-2022.

Purpose of Request

The Grantee's project scope and costs has increased beyond the grant award, and the Grantee has opted to cancel their grant.

Funds from this cancelled grant will be returned to the Stormwater Quality Projects Incentive Grant Program for award in FY24.

Project Cost in FY24 and in Future Budget Years

The decreasing change order savings of $212,932.00 will be returned to fund 4052 for FY24 grant awards.

Are Funds Budgeted

Savings from this decreasing change order are budgeted in:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_22 – WQ_GRANT
However, once the change order is approved, there will be a budget amendment to move the funds into:
4052 – 303204 – 3373 – 78112 – WQINCENTIVE_24 – WQ_GRANT

Albright/Martin

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER	DATE:	28-Dec-23
	Contract Modification:	1
	CONTRACT #:	C-041-2022

PROJECT: Lakeshore Village, Inc., Stormwater Quality Project Incentive Grant

TO: Lakeshore Village, Inc.

Original Contract Amount	$212,932.00
Cumulative Amount of Previous Contract Modifications	$0.00
Percent Change of Previous Contract Modifications	0%
Existing Contract Amount	$212,932.00
Net (increase/decrease) in Contract Amount - (From following pages)	-$212,932.00
Percent Change of This Contract Modification	-100%
Original Contract Amount	$212,932.00
Cumulative Amount of all Contract Modifications	-$212,932.00
Percent Change of all Contract Modifications	-100%
New Contract Amount Including this Change Order	$0.00

Recommended by _____ (Proj. Engr.) Date 1/11/2024

Accepted by _____ (Consultant) Date 1/10/24

Accepted by _____ (Contractor) Date _____

Approved by _____ (Director) Date 1-18-24

Approved by _____ (Commissioner) Date 1/23/24

Approved by _____ (Mayor or CAO) Date _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT MODIFICATION	DATE:	28-Dec-23
	Contract Mod #:	1
	CONTRACT #:	#041-2022

Project: Lakeshore Village, Inc., Stormwater Quality Project Incentive Grant

TO:

You are hereby requested to comply with the following changes from the contract plans and specifications;

Item No.	ADD / DEL	Description of changes	Units	Quantity	Unit Price	Decrease in contract price	Increase in contract price
1	DEL		LS	1	$ 212,932.00	$ 212,932.00	$ -
2						$ -	$ -
3						$ -	$ -
4						$ -	$ -
5						$ -	$ -
6						$ -	$ -
7						$ -	$ -
8						$ -	$ -
9						$ -	$ -
10						$ -	$ -
11						$ -	$ -
12						$ -	$ -
13						$ -	$ -
14						$ -	$ -
Total decrease						$ 212,932.00	
Total increase							$ -
Net (increase) in contract price							$ (212,932.00)

JUSTIFICATION FOR CHANGE		
	PROJECT:	Lakeshore Village, Inc., Stormwater Quality Project Incentive Grant
	CONTRACT NO.	041-2022
	CHANGE ORDER:	1

1. Necessity for change: Stormwater Quality Project was canceled.

2. Is proposed change an alternate bid? ___Yes _X_No

3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes _X_Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: N/A

_____ _____

Mayor Date

Stormwater Quality Projects Incentive Grant Program

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LAKESHORE VILLAGE, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $212,932.00, FROM $212,932.00 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Lakeshore Village, Inc., for a stormwater quality project, decreasing the contract price by the sum of $212,932.00, from $212,932.00 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0109-24:EPT:4860-0232-8741, v. 1

RESOLUTION NO. 071 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH LAKESHORE VILLAGE, INC., FOR A STORMWATER QUALITY PROJECT, DECREASING THE CONTRACT BY THE SUM OF $212,932.00, FROM $212,932.00 TO $0.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the Grant Agreement with Lakeshore Village, Inc., for a stormwater quality project, decreasing the contract price by the sum of $212,932.00, from $212,932.00 to $0.00.

Section 2 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0109-24:EPT:4860-0232-8741, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0113-24

File ID:	0113-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	236-2022	**In Control:**	Urban County Council
				File Created:	01/25/2024
File Name:	Change Order #1 - Johnson Early Architects - Resolution #481-2022			**Final Action:**	02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with Johnson Early Architects, for professional design and construction administration services for the Black and Williams Community Center Gymnasium Building Improvements Project, increasing the Contract price by the sum of $20,000, from $76,000 to $96,000. [Dept. of General Services, Ford]

Notes: No OG signatures.

Stamped and filed in the CCO. Returned to Josh Ives 2/16/2024. MS

Sponsors:		**Enactment Date:**	02/15/2024
Attachments:	Memorandum - Johnson Early Architects, Change Order #1_Johnson Early Architects, Justification for Change - Johnson Early Architects CO#1, Documentation for Change - Johnson Early Architects Proposal, 0113-24 4875-9578-2560 v.1.docx, R-062-2024	**Enactment Number:**	R-062-2024
Deed #:		**Hearing Date:**	
Drafter:	Josh Ives	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0113-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 1 to the Consultant Services Agreement with Johnson Early Architects, for professional design and construction administration services for the Black and Williams Community Center Gymnasium Building Improvements Project, increasing the Contract price by the sum of $20,000, from $76,000 to $96,000. [Dept. of General Services, Ford]

Summary

Authorization to approve an Amendment to the consultant services Agreement with Johnson Early Architects (Resolution #481-2022) for the Black & Williams Neighborhood Community Center Gymnasium Improvements Project, increasing the cost by $20,000 for the design and construction administration of a new metal deck roofing structure. The original Agreement was for $76,000. Funds are Budgeted via ARPA. (L0113-24) (Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-707201-0001-91012

This Fiscal Year Impact: $20,000.00

Annual Impact: $0

Project: AR_BNWGYM_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: $478,678.17

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Todd Slatin, Director
Division of Procurement

FROM: Jamshid Baradaran, Director, Division of Facilities & Fleet Management

DATE: January 24, 2024

SUBJECT: Amendment to Consultant Services Agreement for Professional Design Services at Black & Williams Neighborhood Center Gymnasium Improvements Project.

Reason for Change:

Request Council authorization for an amendment to the consultant services agreement with Johnson Early Architects (Resolution #481-2022) associated with RFP #43-2022 for the Black & Williams Neighborhood Community Center Gymnasium Improvements Project.

Purpose:

LFUCG is currently engaged in a consultant services agreement with Johnson Early Architects for the Black & Williams Neighborhood Center Gymnasium Improvements Project, as authorized by council resolution #481-2022. The original agreement was for $76,000. This recommended amendment, in the increase amount of $20,000, is for the additional scope of services requested for the design and construction administration of a new metal deck roofing structure after the existing gypsum roof structure was found to be deteriorated and required removal.

Budgetary Implication:
Increase of $20,000.00 to the original contract of $76,000.00

Are the funds budgeted? YES

File Number: 0113-24

Director: Jamshid Baradaran

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	January 24, 2024	
	Project:	Black & Williams Gymnasium Improvements Project	
	Location:	498 Georgetown St Lexington, KY 40508	
To (Contractor): Johnson Early Architects 131 Prosperous Place - Suite 19B Lexington, KY 40509 Resolution #481-2022	Contract No.	Resolution #481-2022	
	Original Contract Amt.	$76,000.00	
	Cumulative Amount of Previous Change Orders	$0.00	
	Percent Change - Previous Change Orders		0.00%
	Total Contract Amount Prior to this Change Order	$76,000.00	
	Change Order No.	1	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	Design Consultant Fee Ammendment for Additional Scope		$20,000.00	
2				
3				
4				
5				
	Total decrease	$0.00		
	Total increase		$20,000.00	
	Net Amount of this Change Order	$20,000.00		
	New Contract Amount Including this Change Order	$96,000.00		
	Percent Change - This Change Order			26.32%
	Percent Change - All Change Orders			26.32%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by:	(Project Manager)	Date	1/24/24
Reviewed / Accepted by: DA	(Consultant)	Date	1/24/24
Accepted by: - - not applicable - -	(Contractor)	Date	N/A
Approved by:	(Director)	Date	1/24/24
Approved by: (for Comm Fwd)	(Commissioner)	Date	1/24/24
Approved by:	(Mayor or CAO)	Date	

JUSTIFICATION FOR CHANGE	PROJECT: B&W Neighborhood Center - Gymnasium Improvements
	CONTRACT NO. #481-2022 Resolution Number
	CHANGE ORDER #: 1

1. Necessity for change: due to an unforeseen and found condition of the deterioration of the existing gypsum roof structure, the design consultant was requested to provide a change in project scope to design and provide construction administration services to a new steel deck roof. LFUCG is currently engaged in a consultant services agreement with Johnson Early Architects for this Black & Williams Neigbhorhood Center Gymnasium Improvements Project authorized by council resolution #481-2022. The original agreement was for $76,000. Documentation from the consultant for the fee amendment is attached.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: No

_____

Mayor Date

johnson • early • architects
131 prosperous place, ste 19b • lexington, kentucky 40509
p: 859-259-1515 • f: 859-231-5060 • e: earlyjb@jearchitects.net

Additional Fee Adjustment (#LF00192430)

Johnson Early Architects:
Daniel Thornberry
Johnson Early Architects
Lexington, KY 40509
131 Prosperous Place, Suite 19B

Client:
LFUCG, Department of General Services
Josh Ives, AIA, LEED AP, CID
Lexington, KY

Date: January 23, 2024

Project Name: RFP #43-2022 Black & Williams Community Center Gymnasium Improvements Project

Location: Lexington, KY

Project Description:

The follow proposal is for the expanded scope of work related to the complete tear-off and replacement of the existing gypsum roof deck (to be replaced with metal deck) as outlined in PR#8 as well as the alternate repair methods as outlined in PR#5. This work falls outside of the scope determined during the design phase by both the architect & owner and outlined in the original construction documents.

Scope of Services:

1. Additional analysis, design, & construction administration time related to the determination of an alternate roof repair/ replacement method.
2. Additional design work related to the preparation of PR#5 and PR#8.
3. Additional construction administration time related to the roof repair methods as outlined in PR#5.
4. Additional construction administration time related to the roof deck replacement method as outlined in PR#8.

Exclusions:

- Any hidden conditions which are not visible to the naked eye shall be excluded.
- Procurement of equipment required for inspection of any areas not readily accessible from the floor or ground plane.
- The preparation of any construction documents related to work that is beyond the scope of that which has already been outlined in the project description and scope of services listed above.
- Johnson Early Architects shall not be held liable for any conditions which arise which are not documented in the project deliverables.

Fee Arrangement:
JEA $10,500
B+K $9,500
The total ***additional*** fee for this project shall be **$20,000.00**.

Offered by

Daniel Thornberry, Architect AIA

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH JOHNSON EARLY ARCHITECTS, FOR PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BLACK AND WILLIAMS COMMUNITY CENTER GYMNASIUM BUILDING IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $20,000.00, FROM $76,000.00 TO $96,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the consultant services agreement with Johnson Early Architects, for professional design and construction administration services for the Black and Williams Community Center Gymnasium Building Improvements Project, increasing the contract price by the sum of $20,000.00, from $76,000.00 to $96,000.00.

Section 2 – That an amount, not to exceed the sum of $20,000.00, is hereby authorized for payment to Johnson Early Architects, from account # 3230-707201-91012, pursuant to the terms of Change Order No. 1.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0113-24:GET:4875-9578-2560, v. 1

RESOLUTION NO. 062 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 1 TO THE CONSULTANT SERVICES AGREEMENT WITH JOHNSON EARLY ARCHITECTS, FOR PROFESSIONAL DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BLACK AND WILLIAMS COMMUNITY CENTER GYMNASIUM BUILDING IMPROVEMENTS PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $20,000.00, FROM $76,000.00 TO $96,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 1, which is attached hereto and incorporated herein by reference, to the consultant services agreement with Johnson Early Architects, for professional design and construction administration services for the Black and Williams Community Center Gymnasium Building Improvements Project, increasing the contract price by the sum of $20,000.00, from $76,000.00 to $96,000.00.

Section 2 – That an amount, not to exceed the sum of $20,000.00, is hereby authorized for payment to Johnson Early Architects, from account # 3230-707201-91012, pursuant to the terms of Change Order No. 1.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0113-24:GET:4875-9578-2560, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0115-24

File ID:	0115-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	140-2023	**In Control:**	Urban County Council
				File Created:	01/25/2024
File Name:	Change Order #2 - Omni Commercial CO #2 - #140-2023			**Final Action:**	02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Omni Commercial, LLC, for the Black and Williams Neighborhood Center Gymnasium Renovation Project, increasing the Contract price by $153,232.49 and raising the total Contract price from $1,325,201.62 to $1,478,434.11, to be paid with funds awarded under the American Rescue Plan Act of 2021 (ARPA), and adding one hundred and thirteen (113) calendar days to the construction schedule. [Dept. of General Services, Ford]

Notes: Stamped and filed in the CCO. Copies returned to Josh Ives 2/16/2024. MS

Sponsors:		**Enactment Date:**	02/15/2024
Attachments:	Memorandum - Omni Commercial -CO2-B&W Gym 140-2023, Change Order Contract Details Form-CO2-BWG, Justification-for-Change, Documentation-for-Change-CO2-B&W Gym, 0115-24 4890-3908-1120 v.2.docx, R-063-2024	**Enactment Number:**	R-063-2024
Deed #:		**Hearing Date:**	
Drafter:	Josh Ives	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0115-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with Omni Commercial, LLC, for the Black and Williams Neighborhood Center Gymnasium Renovation Project, increasing the Contract price by $153,232.49 and raising the total Contract price from $1,325,201.62 to $1,478,434.11, to be paid with funds awarded under the American Rescue Plan Act of 2021 (ARPA), and adding one hundred and thirteen (113) calendar days to the construction schedule. [Dept. of General Services, Ford]

Summary

Authorization to approve Black & Williams Neighborhood Center - Gymnasium Improvements Project - Change Order #02 with Omni Commercial, LLC increasing the Contract price in the amount of $153,232.49 from $1,325,201.62 to $1,478,434.11 with a (113) calendar day change to the construction Contract time. Funds are Budgeted via ARPA. (L0115-24) (Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3230-707201-0001-91012

This Fiscal Year Impact: $153,232.49

Annual Impact: $0

Project: AR_BNWGYM_2022

Activity: FED_GRANT

Budget Reference: 2022

Current Balance: $478,678.17

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Todd Slatin, Director
Division of Procurement

FROM: Jamshid Baradaran, Director, Division of Facilities & Fleet Management

DATE: January 22, 2024

SUBJECT: Reason for Change Memo. Black & Williams Neighborhood Center – Gymnasium Improvements Project - Change Order #02 with Omni Commercial, LLC increasing the contract price in the amount of $153,232.49 from $1,325,201.22 to $1,478,434.11 with a (113) calendar day change to the construction contract time.

Reason for Change:

Reason for Change Memo. Black & Williams Neighborhood Center – Gymnasium Improvements Project - Change Order #02 with Omni Commercial, LLC increasing the contract price in the amount of $153,232.49 from $1,325,201.22 to $1,478,434.11 with a (113) calendar day change to the construction contract time.

Purpose:

The current contract for the Black & Williams Neighborhood Center – Gymnasium Improvements Project is $1,325,201.62. The additional work totaling $153,232.49 includes PR#1 to replace the front entrance concrete sidewalk that has deteriorated / PR #4 to enlarge the exterior ground mounted unit mechanical equipment pad and fenced area to accommodate the unit's clearance requirements / PR #4A: remove unsuitable fill soils at the new ground mounted unit exterior concrete slab and provide proper compacted backfill to bear on / PR #7: to provide a new framed metal stud header and blocking for the new glass storefront entrance system with the existing header deteriorated / PR #8: to remove the unforeseen condition of the entire existing gypsum roof deck system and replace with all new metal deck roof structure. Increase of 113 calendar days for the additional work related to PR #8 changing the Substantial Completion Date from 5/25/24 to 9/15/24 and Final Completion Date from 6/15/24 to 10/6/24.

Budgetary Implication:
Increase of $153,232.49 to the current contract of $1,325,201.62

Are the funds budgeted? YES

File Number: 0115-24

Director: Jamshid Baradaran

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1 of 2	Date:	January 22, 2024	
	Project:	Black & Williams Gymnasium Improvements Project	
	Location:	498 Georgetown St Lexington, KY 40508	
To (Contractor): Omni Commercial, LLC 2025 Leestown Road - Suite B Lexington, KY 40511	Contract No.	140-2023	
	Original Contract Amt.	$1,319,588.00	
	Cumulative Amount of Previous Change Orders	$5,613.62	
	Percent Change - Previous Change Orders		0.43%
	Total Contract Amount Prior to this Change Order	$1,325,201.62	
	Change Order No.	2	

You are hereby requested to comply with the following changes from the contract plans and specification;

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	PR#1: front entrance concrete sidewalk replacement		$9,090.72	
2	PR #4: enlargement of exterior concrete pad & fenced area		$708.00	
3	PR #4A: removal of unsuitable soils & backfill at GMU pad		$4,086.25	
4	PR #7: providing new framed header at entrance opening		$1,372.34	
5	PR #8: existing gypsum roof structure removal & replacement		$137,975.18	
	Total decrease	$0.00		
	Total increase		$153,232.49	
	Net Amount of this Change Order	$153,232.49		
	New Contract Amount Including this Change Order	$1,478,434.11		
	Percent Change - This Change Order			11.61%
	Percent Change - All Change Orders			12.04%

The time provided for the completion in the contract and all provisions of the contract will apply hereto.

Recommended by:	(Project Manager)	Date 1/22/24
Reviewed / Accepted by: DHES	(Consultant)	Date 1/25/24
Accepted by:	(Contractor)	Date 1/25/24
Approved by:	(Director)	Date 1-22-24
Approved by:	(Commissioner)	Date 1/22/24
Approved by: N/A	(Director of Purchasing)	Date: N/A
Approved by:	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: B&W Neighborhood Center - Gymnasium Improvements
	CONTRACT NO. 140-2023
	CHANGE ORDER #: 2

1. Black & Williams Neighborhood Center - Gymnasium Improvements Project - Change Order #2 with Omni Commercial, LLC increasing the contract price in the amount of $153,232.49 from $1,325,201.62 to $1,478,434.11 with a (113) calendar day increase change. The additional work totaling $153,232.49 includes PR#1 to replace the front entrance concrete sidewalk that has deteriorated / PR #4 to enlarge the exterior ground mounted unit mechanical equipment pad and fenced area to accommodate the unit's clearance requirements / PR #4A: remove unsuitable fill soils at the new ground mounted unit exterior concrete slab and provide proper compacted backfill to bear on / PR #7: to provide a new framed metal stud header and blocking for the new glass storefront entrance system with the existing header deteriorated / PR #8: to remove the unforeseen condition of the entire existing gypsum roof deck system and replace with all new metal deck roof structure. Increase of 113 calendar days for the additional work related to PR #8 changing the Substantial Completion Date from 5/25/24 to 9/15/24 and Final Completion Date from 6/15/24 to 10/6/24.

2. Is proposed change an alternate bid? ___Yes __X__No

3. Will proposed change alter the physical size of the project? ___Yes __X__No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A

5. Has consent of surety been obtained? ___Yes __X__Not Necessary

6. Will this change affect expiration or extent of insurance coverage? ___Yes __X__No

   If "Yes", will the policies be extended? ___Yes ___No

7. Effect on operation and maintenance costs: N/A

8. Effect on contract completion date: Yes

Mayor Date

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 001

Project: Black & Williams Community Center - Gymnasium Improvements

Date: August 01, 2023

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #1A: Roofing Repairs/Patching: identify (size) the existing roofing areas over the former restrooms that need to be replaced where the gypsum roof deck has deteriorated and failed. Provide the same new metal decking patching that is being done at the other main areas in the gym identified on the construction documents – we do not need any new gypsum panels installed at the underside of these locations since they are above the finished lay-in ceiling systems and won't be seen. Remove and discard the existing loose/falling gypsum decking. See attached for JEA's survey of the roof damage areas.

PR#1B: Add Additional Chain Link Fencing: per the attached drawing, provide 4'H black vinyl coated chain link fencing (no mesh fabric) at the side yard 3' set back from the edge of the gym building and 8" off the existing neighbor's house. Chain link fencing to match the same black coated vinyl fencing being used at the new outdoor air unit enclosure. Provide concrete foundations at the posts typical.

PR#1C: Remove and Replace Entry Concrete Sidewalk: per the attached drawings, remove and replace the 4"-5"deep concrete walk entry down to the existing Georgetown Street sidewalk.

PROPOSAL REQUEST #1 - PRICING

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

2025 Leestown Road, Suite B
Lexington, KY 40511
Phone (859) 254-0011
tharris@omnicommercialky.com

DATE **December 22, 2023**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Ledxington KY 40509

Att: Daniel Thornberry

DESCRIPTION	TOTAL
CO-5 PCO-1C Front Sidewalk Replacment Revised Pricing	
Cass Concrete form, place and finish only.	$7,454.00
Burns Remove Remaining Sidewalk from building to existing sidewalk only at no cost	$0.00
Caulk Add	$250.00

Change Order Amount		$7,704.00
GC Mark-Up	$	1,155.60
Bond Fee	$	231.12
TOTAL AMOUNT OF THIS CHANGE ORDER	$	9,090.72
Original Contract Amount	$	1,319,588.00
Contract Amount with Previous Change Orders #1 -#4	$	1,331,368.21
Total Contract Amount with Change Orders	**$**	**1,340,458.93**

Travis Harris **12/22/2023**

Authorized by: Daniel Thornberry *Date*

Authorized by: Travis Harris, Project Manager *Date*

CASS CONCRETE

PROPOSAL REQUEST #01 - PRICING (BACKUP DOCUMENTATION)

10/23/2023
OMNI
ATTN: Travis
Ref: Black & Williams Gym Renovations – Sidewalk Change Order

Thank you for considering Cass Concrete for the above referenced project. Our scope of work, exclusions and clarifications are listed below. The following proposal is in reference to install and supply materials for SOG only based on drawings dated 08/01/2023, and we acknowledge 0 addendums.

Scope of Work:

Need Caulking Number Budget $250.

Change Order

1. Remove existing 4-5" concrete entry walk from existing doors to existing sidewalk.
2. Prep area for new concrete sidewalk.
3. Form, place, and finish new sidewalk per details C, D, E/C1.1
4. Furnish and install wire mesh, and expansion joint.

Exclusions:

- All Caulking.
- Removing/Hammering of Rock.
- Hauling off spoils and concrete washout.
- Over Excavation of Unsuitable Soils.
- Staking of engineered corners.
- Caulking/Sealant of all joints.
- Lane closures that may be associated with project.
- All masonry work, and rebar.

Clarifications:

- We will make every attempt to hold this price for an extended period of time but reserve the right to renegotiate this proposal if a letter of commitment is not received within 15 days.

See email from Summer 12/19/2023

~~Demo: $2,446.00~~

Repour
Material: $2,090.00
Labor: $5,364.00

~~**Bid Total: $9,900.00**~~
$7,454.00

Jonathon Nelson
Project Manager
Cell: (231) 434-9558
Email: Jonathon.Nelson@cassconcrete.com

PROPOSAL REQUEST #01 - PRICING (BACKUP DOCUMENTATION)

Travis Harris

From: Summer Wright <summer.wright@cassconcrete.com>
Sent: Tuesday, December 19, 2023 9:44 AM
To: Travis Harris
Cc: jonathon.nelson@cassconcrete.com; Jacob Goble
Subject: Re: LFUCG-BW PR-1 item C Front Sidewalk Pricing

That is correct.

Thanks-

Summer Wright
Cass Concrete

859.336.4623
summer.wright@cassconcrete.com
www.CassConcrete.com
1129 Lebanon Rd, Danville, KY 40422

CASS CONCRETE

From: Travis Harris <tharris@omnicommercialky.com>
Sent: Monday, December 18, 2023 1:48 PM
To: Summer Wright <summer.wright@cassconcrete.com>
Cc: jonathon.nelson@cassconcrete.com <jonathon.nelson@cassconcrete.com>; Jacob Goble <jgoble@omnicommercialky.com>
Subject: RE: LFUCG-BW PR-1 item C Front Sidewalk Pricing

Summer,

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 004

Project: Black & Williams Community Center - Gymnasium Improvements

Date: October 2, 2023

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to be added to the original project scope. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #4: Mechanical Pad and Fence Enclosure Dimensions

Due to the requirements of the GMU being provided in lieu of the original specified unit being unavailable, the overall dimensions and layout of the equipment pad and fencing will need to be adjusted (**see RFI#16**) as below:
(see RFI#16):

- See updated detail G/C2.1
- Add approximately 5'-4" linear feet of fencing.
- Add approximately 10 square feet to the equipment pad.
- Field verify all quantities.

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

RFI Request

Request # /Subject: RFI-016-Fence and Equipment Pad Coordination

Project #: 2023017

To:

Date:

Project Name: B&W Gym Reno

Project Location: 498 Georgetown Road

Reason for Request:	**Forecast Effect:**	**Action Requested:**
☐ Insufficient Information	X Increase Cost	☐ Clarification
X Engineering Conflict	☐ Decrease Cost	X Direction
☐ Alternate Proposal	☐ No Cost Change	X Approval
	X Increase Time	
	☐ Decrease Time	
	☐ No Time Impact	

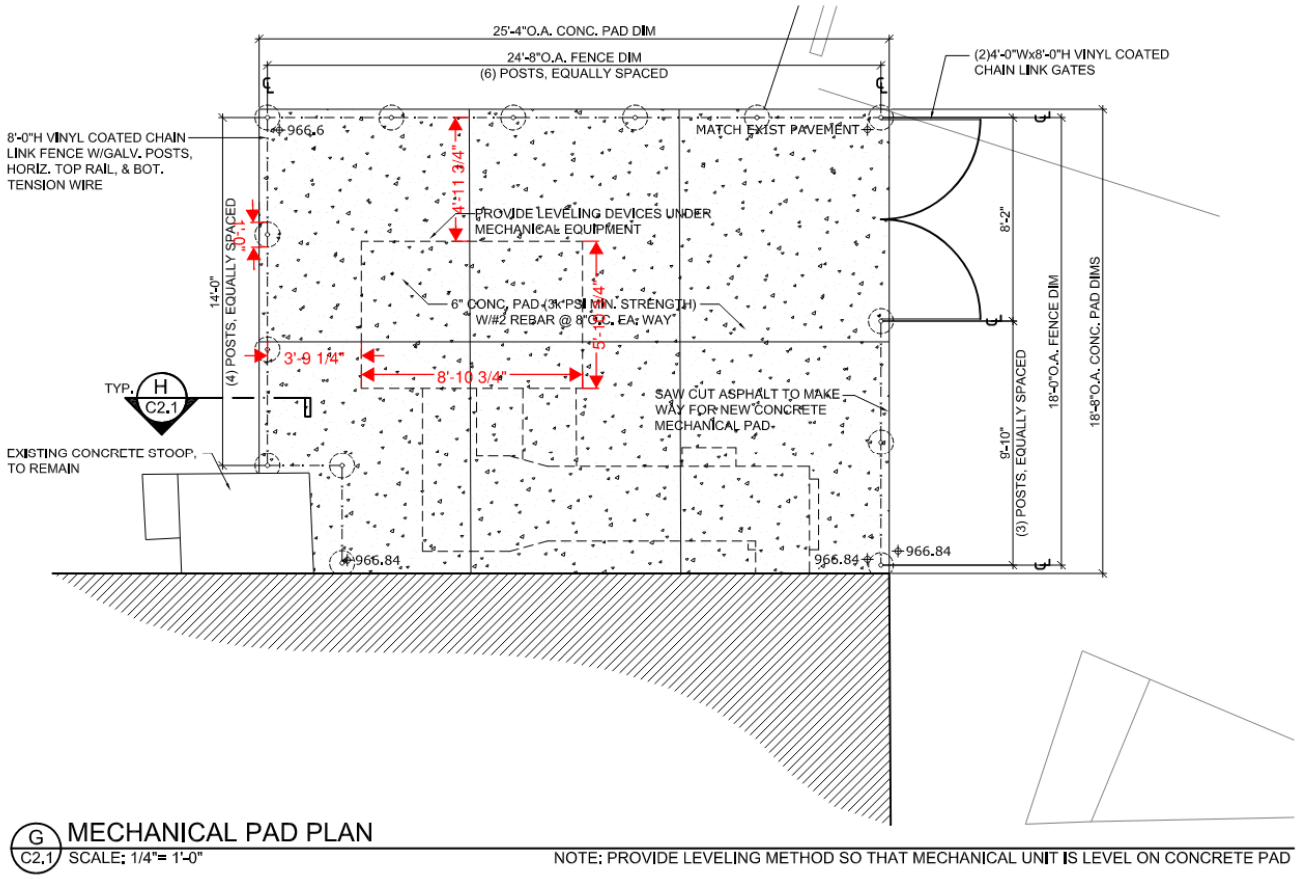
Reference: Drawing No. C2.1& M6.0 Detail No. See below Specification

QUESTION

Per review Sheet C2.1 detail G/C2.1 references detail H2.1 and shows the slab has a turn down at -2' from BOS at the perimeter of the pad. Also, Sheet C2.1 show the fence details with the post cast deeper and wider than detail H2.1 turn down footings, top of post concrete is flush with the slab, and that the outside radius of the post concrete is outside of the edge of the slab. Lastly M6.0 shows a different mechanical pad altogether. Per previous correspondence the current placement of the GMU will not have proper clearances as well per detail G-C2.1 per the approved GMU unit submittal. Please confirm how design wants to proceed.

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

RFI Request



G C2.1 MECHANICAL PAD PLAN
SCALE: 1/4"= 1'-0"

NOTE: PROVIDE LEVELING METHOD SO THAT MECHANICAL UNIT IS LEVEL ON CONCRETE PAD

Proposed Solution:

Design Direction:

☐ Proceed with Recommendation ☐ Proceed with the Following Instructions:

PAD SIZE AS SHOWN ON THE DRAWINGS SHOULD BE SUFFICIENT FOR THE NEW UNIT/CLEARANCES IF THE UNIT PLACEMENT IS ADJSUTED. THIS NEEDS TO BE COORDINATED WITH THE INLINE EXHAUST IN ORDER TO CONFIRM. WE DO NOT HAVE INFORMATION ON THE EXHAUST TO EVALUATE.

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

2025 Leestown Road, Suite B
Lexington, KY 40511
(859) 254-0011

SUBMITTAL REVIEW

202023017
LFUCG-Black And Williams
University Of Kentucky
550 South Limestone St Lexington, KY

Spec. Section: 237413
Submittal No: 004
Revision No: 004
Submittal Date: 9/26/2023

Submittal Title: 237413-004 GMU Pad Coordination as Requested by Design

Design must confirm approval.

OMNI Commercial, LLC
Contractor Submittal Review:
Submittal #:237413-004 Date: 9/26/2023

This review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the submittal during this review do not relieve the Subcontractor from compliance with the requirements of the plans, specifications and any applicable addendum. Approval of a specific item shall not include approval of an assembly of which the item is a component. Subcontractor responsible for dimensions to be confirmed and coordinated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the Work of all trades; and for performing all Work in a safe and satisfactory manner. The Submittal is as follows:

____X___ Reviewed
_____ Furnish as Corrected
_____ Revise and Resubmit
_____ Rejected

By:_Travis Harris _____ Date: ___9/26/23_____

ARCHITECT:
JEA

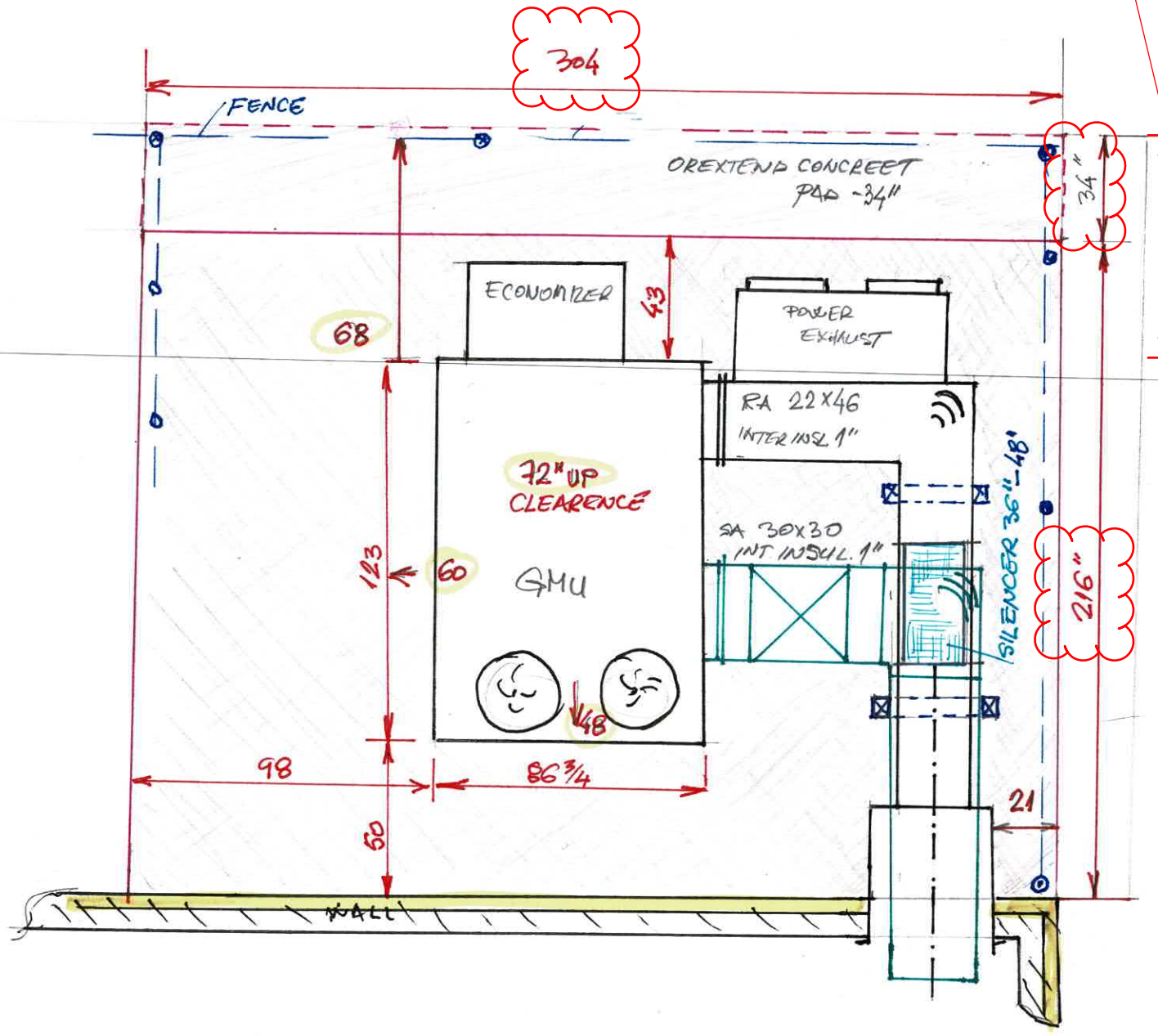
Architect Submittal Review: JEA
Submittal #: Date:

This review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the submittal during this review do not relieve the Subcontractor from compliance with the requirements of the plans, specifications and any applicable addendum. Approval of a specific item shall not include approval of an assembly of which the item is a component. Subcontractor responsible for dimensions to be confirmed and coordinated at the jobsite; information that pertains solely to the fabrication processes or to the means, methods, techniques, sequences and procedures of construction; coordination of the Work of all trades; and for performing all Work in a safe and satisfactory manner. The Submittal is as follows:

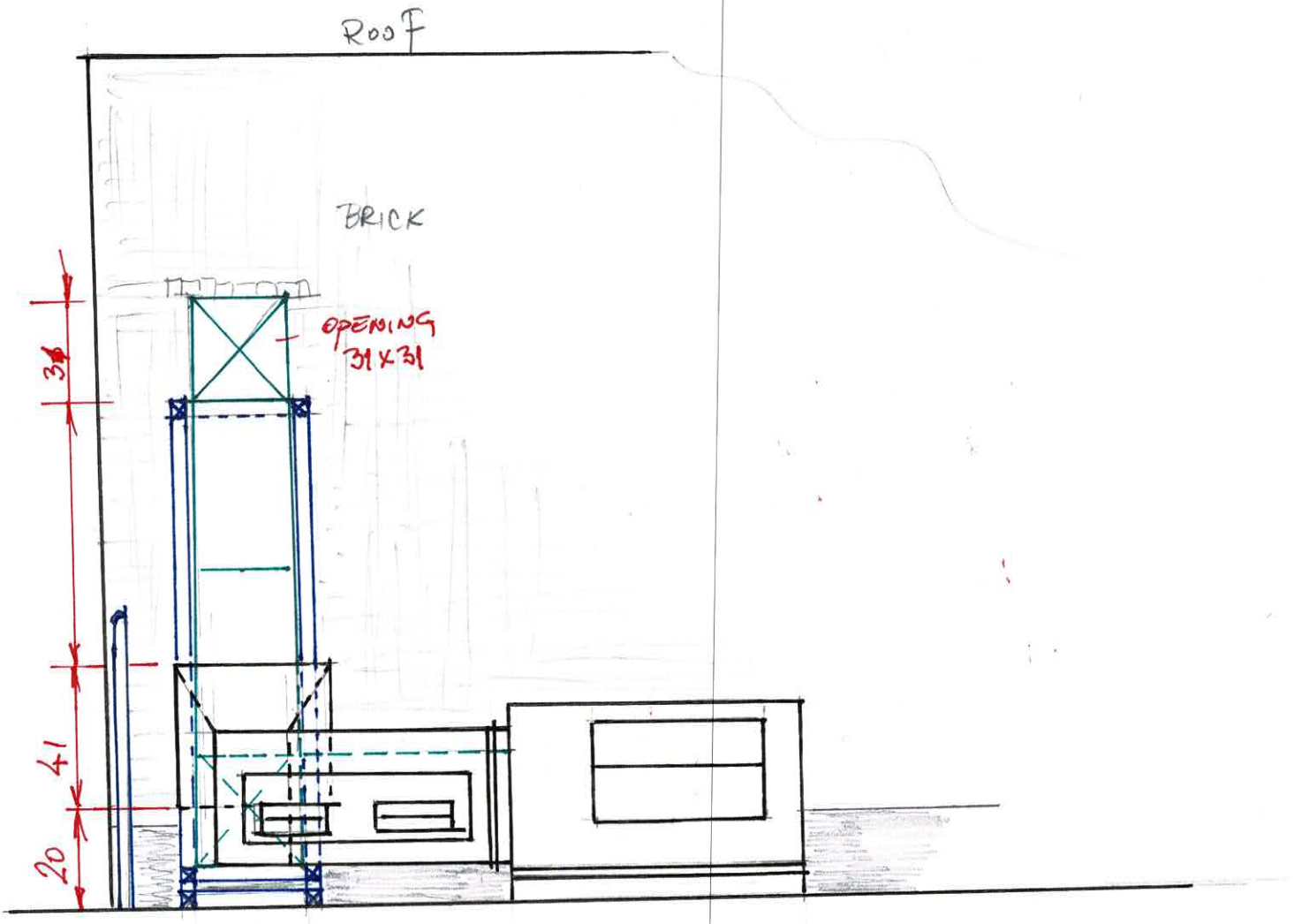
_____ Reviewed
_____ Furnish as Corrected
_____ Revise and Resubmit
_____ Rejected

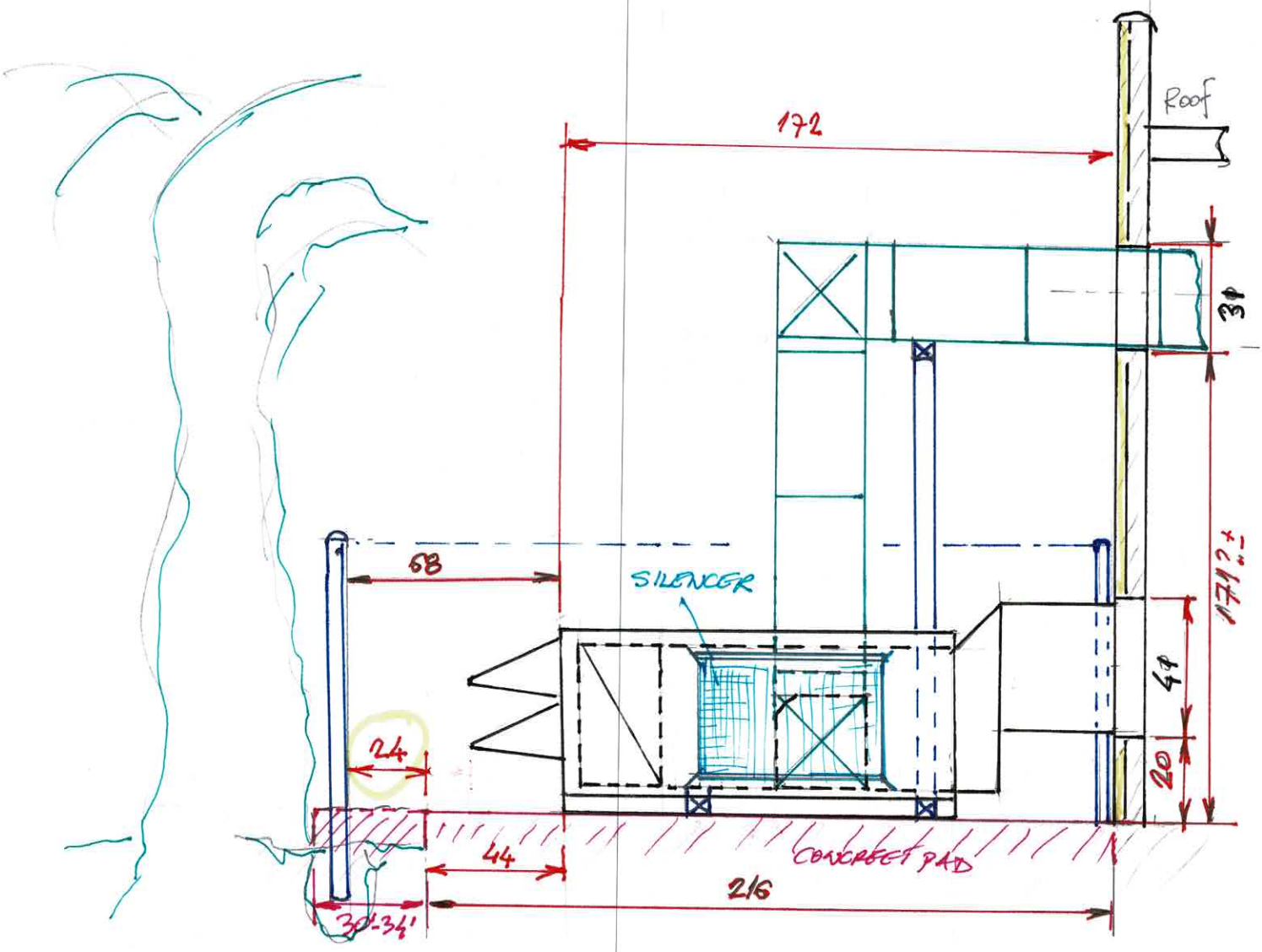
By:_____ Date:_____

1. Gate opening and location as shown in drawings is fine per Mr. HVAC.
2. Clouded Red dimensions as shown must be clear space to the fences.
3. Where fence is moving out 34" it would be best to have concrete paving.



- GMU ELEVATION DETAIL
- DUCTWORK


ROOF
BRICK
OPENING
31 X 31
31
41
20



FENCE Need to be moved
OR EXTEND CONCREET PAD 30-34"

GMU - ELEVATION

GENERAL NOTES

FENCE POSTS INSTALLED ON CONCRETE WALLS SHALL BE ANCHORED INTO EMBEDDED METAL SLEEVES OR CORED HOLE BY FILLING THE ANNULAR SPACE WITH PEA GRAVEL FOLLOWED BY AN EPOXY RESIN ADHESIVE. THE EPOXY RESIN ADHESIVE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M 235, CLASS A, B OR C.

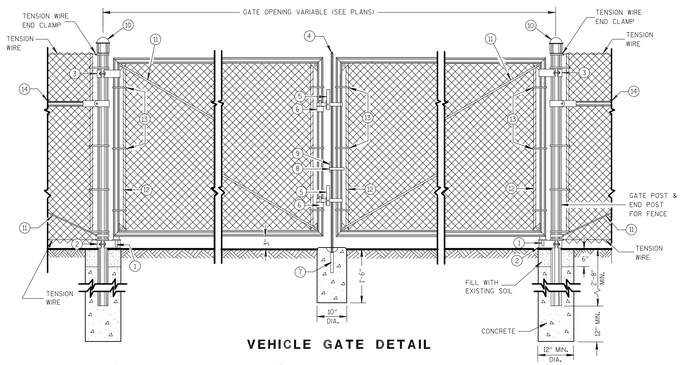
USE FENCE FABRIC KNUCKLED AT BOTH SELVAGES.

FOR LEAF GATES GREATER THAN 8 FEET WIDE, INSTALL INTERIOR VERTICAL BRACE RAIL AT 8 FOOT INTERVALS.

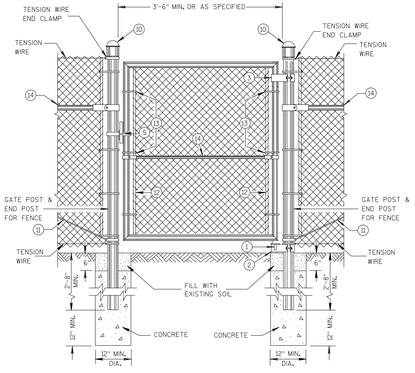
FOR FABRIC HEIGHTS GREATER THAN 8 FEET, INSTALL INTERIOR HORIZONTAL BRACE RAILS TO LEAF GATE.

MAXIMUM SAG FOR OUTER GATE MEMBER SHALL NOT EXCEED THE GREATER OF 1% OF THE LEAF GATE WIDTH OR 2 INCHES.

USE TYPE 2, CLASS 3, MARCELLED/CRIMPED, TENSION WIRE PER ASTM A 817.



VEHICLE GATE DETAIL



PEDESTRIAN GATE DETAIL

SP POST & RAIL

ROUND STEEL FENCE POST (1.8 OZ./SQ. FT. COATING)

POST TYPE	OUTSIDE DIMENSION INCH	WALL THICKNESS INCH	WEIGHT LBS/FT
SP1	1.660	0.140	2.270
SP2	1.900	0.145	2.720
SP3	2.375	0.154	3.650
SP4	2.875	0.203	5.800
SP5	4.000	0.226	9.120
SP6	6.625	0.280	18.990
SP7	8.625	0.322	28.580

LEGEND

1. STRAIGHT PLUG
2. BOTTOM HINGE
3. TOP HINGE
4. PLUNGER ROD
5. FULCRUM LATCH
6. FORK CATCH *
7. PLUNGER ROD CATCH
8. LOCK KEEPER GUIDE
9. LOCK KEEPER
10. DOME TOPS
11. TRUSS RODS
12. TENSION BAR
13. TENSION BANDS
14. BRACE RAIL

*NOT REQUIRED ON SINGLE SWING PEDESTRIAN GATE

REQUIRED FENCE POST SIZES

USE	FABRIC HEIGHTS FEET	POST TYPE
TERMINAL POSTS **	LESS THAN OR EQUAL TO 6 FT.	SP3
	GREATER THAN OR EQUAL TO 6 FT.	SP4
LINE POSTS	LESS THAN OR EQUAL TO 6 FT.	SP2
	LESS THAN OR EQUAL TO 8 FT.	SP3
	GREATER THAN OR EQUAL TO 8 FT.	SP4
	LESS THAN OR EQUAL TO 8 FT.	FS2 OR FS2†
	GREATER THAN OR EQUAL TO 8 FT.	FS3

BRACE RAIL TYPES

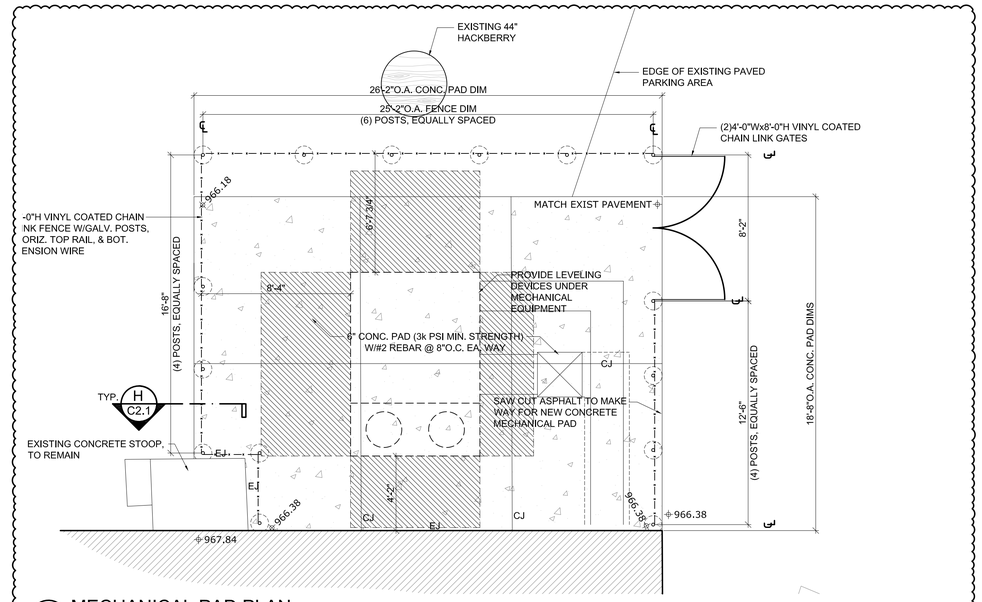
USE		TYPE
BRACE RAIL		SP1 OR FS1

** INCLUDES END, CORNER, ANGLE, INTERSECTION AND INTERMEDIATE BRACED POSTS

REQUIRED POST SIZE FOR GATES

USE	LEAF WIDTHS FEET	POST TYPE
GATES	LESS THAN OR EQUAL TO 6 FT.	SP4
	LESS THAN OR EQUAL TO 13 FT.	SP5
	LESS THAN OR EQUAL TO 18 FT.	SP6
	LESS THAN OR EQUAL TO 23 FT.	SP7

J C2.1 CHAIN LINK FENCE DETAILS
SCALE: 1/2"= 1'-0"

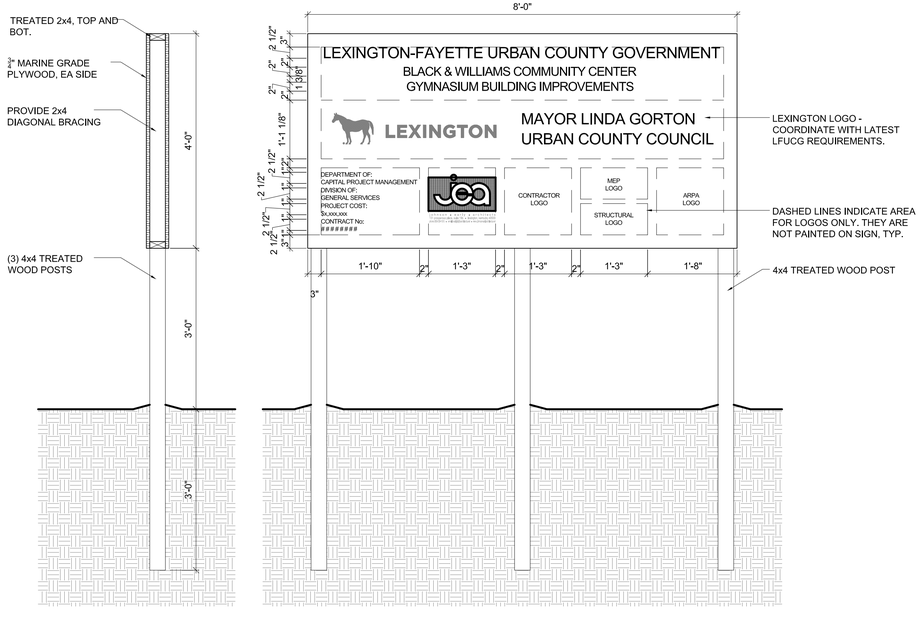


G C2.1 MECHANICAL PAD PLAN
SCALE: 1/4"= 1'-0"

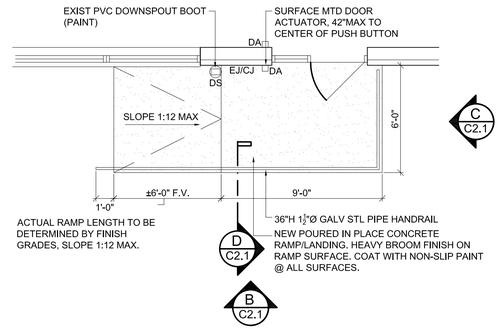
NOTE: PROVIDE LEVELING METHOD SO THAT MECHANICAL UNIT IS LEVEL ON CONCRETE PAD

GENERAL NOTES:

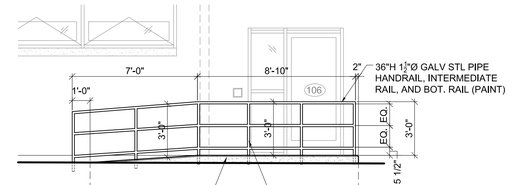
- FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS. SUBMIT SIGNAGE LAYOUT PRIOR TO FABRICATION. ARCHITECT TO PROVIDE LOGOS FOR ARCHITECT AND CONSULTANTS.
- SIGNAGE TO BE ¾" MARINE GRADE PLYWOOD WITH SCREW TO BE STAINLESS STEEL. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
- SEAL ALL SURFACES TO BE PAINTED WHITE. ALL TEXT SHALL BE 3M VINYL DIE CUT BLUE (PANTONE 286) LETTERS, HELVETICA UPPERCASE CHARACTERS AND SIZED AS INDICATED.
- UPDATE AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
- ERECT PRIOR TO STARTING CONSTRUCTION WORK AND PROVIDE AT LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
- SIGN TO BE KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION.



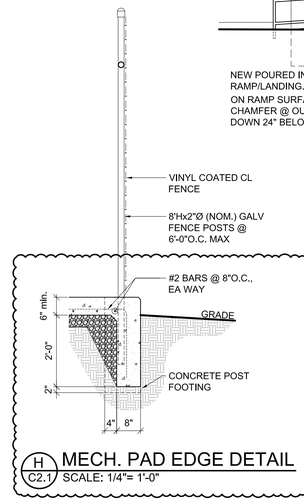
E C2.1 CONSTRUCTION SIGNAGE
SCALE: 3/4"= 1'-0"



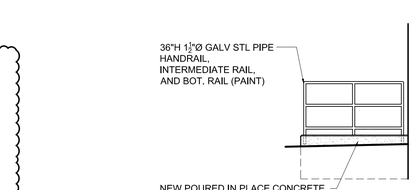
A C2.1 ENTRY RAMP PLAN
SCALE: 1/4"= 1'-0"



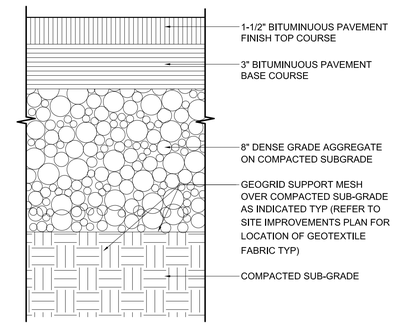
B C2.1 ENTRY RAMP ELEVATION
SCALE: 1/4"= 1'-0"



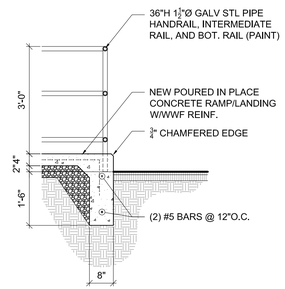
H C2.1 MECH. PAD EDGE DETAIL
SCALE: 1/4"= 1'-0"



C C2.1 ENTRY RAMP ELEVATION
SCALE: 1/4"= 1'-0"



F C2.1 PAVING DETAIL
SCALE: 3"= 1'-0"



D C2.1 RAMP DETAIL
SCALE: 1/2"= 1'-0"

REVISIONS
1) RFI #17 / ASI #6: AUG 25, 2023
2) RFI #17 / ASI #6: SEPT 26, 2023 (UPDATE)

JOSEPH B. EARLY REGISTERED NO. 38988 COMMONWEALTH OF KENTUCKY ARCHITECT

BLACK & WILLIAMS NEIGHBORHOOD CENTER
GYMNASIUM BUILDING IMPROVEMENTS
498 GEORGETOWN ST. • LEXINGTON, KENTUCKY

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

SITE IMPROVEMENTS DETAILS

DATE	DRAWN BY	CHECKED	REVISIONS
APRIL 3, 2023	DGT	JBE	

SHEET NO. C2.1

PROPOSAL REQUEST #04 - PRICING

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

2025 Leestown Road, Suite B
Lexington, KY 40511
Phone (859) 254-0011
tharris@omnicommercialky.com

DATE **November 9, 2023**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Ledxington KY 40509

Att: Daniel Thornberry

DESCRIPTION	TOTAL
CO #2 PR-4 Enlarge GMU Pad and RFI-16	
Elliot Electric	$0.00
Cass Concrete	$0
Eads	$600.00
12 Business Days are requested as Omni has been ready start this activity for two weeks at this point and the unit may show up in the next 3 weeks which the pad needs to cure for 30 days before we load it. The delay will continue to grow each day from this point until the day after Omni receives formal approval. LFUCG has rejected the request for time. Omni will proceed Under Protest on the GMU Pad modifications CO -#2. We request the time extension be granted and formalized as soon as possible.	
Notice that due to how close the pad and fence post are now to the tree we take no resposibility if the trees condtion is impacted and starts to deteiorate due to these activies.	

Change Order Amount		$600.00
GC Mark-Up	$	90.00
Bond Fee	$	18.00
TOTAL AMOUNT OF THIS CHANGE ORDER	$	708.00
Original Contract Amount	$	1,319,588.00
Contract Amount with Previous Change Orders #1	$	1,325,201.62
Total Contract Amount with Change Orders	**$**	**1,325,909.62**

Travis Harris **11/9/2023**

Authorized by: Daniel Thornberry *Date* *Authorized by: Travis Harris, Project Manager* *Date*

ESTIMATE

PROPOSAL REQUEST #04 - PRICING (BACKUP DOCUMENTATION)

Prepared For

Omni Commercial

Eads Fence Co, Inc,

260 Rainbow Ridge
Richmond, Ky 40475
Phone: (859) 624-2525
Email: gbeads1234@gmail.com

Estimate # 1830
Date 10/12/2023

Description	Total
PR-4 Adding 6' fence	$600.00

Subtotal	$600.00
Total	**$600.00**

PROPOSAL REQUEST #4A - PRICING

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

2025 Leestown Road, Suite B
Lexington, KY 40511
Phone (859) 254-0011
tharris@omnicommercialky.com

DATE **November 14, 2023**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Ledxington KY 40509

Att: Daniel Thornberry

DESCRIPTION	TOTAL
CO #3-GMU Pad Under Cut and DGA Back Fill	
Omni Commercial Items	$0.00
Saturaday 11/11/11/2023 Skid Steet Rate at $120 PMH at 1.5 hours	$180.00
Monday 11/13/2023 Skid Steer Rate at $120 PMH at 10 hours	$1,200.00
Monday 11/13/2023 1 Personnel Vibratory plate $75 at 4 hours	$300.00
Tuesday Export of Unsitable Soil Spoils at $120 PMH at 8 hours	$960.00
Tuesday 1 Personnel Vibratory Plate $75 hour at 1 hour	$75.00
Lexington Quarry DGA At 24.19 tons	$512
Vulcan Materials at 9.11 tons	$235.48
Delayed 2 days requested - As previoulsy informed in prior CO Omni is not responsible if and when the Tree adjacnet to the equipment pad declines due to these activites	

Change Order Amount		$3,462.92
GC Mark-Up	$	519.44
Bond Fee	$	103.89
TOTAL AMOUNT OF THIS CHANGE ORDER	$	4,086.25
Original Contract Amount	$	1,319,588.00
Contract Amount with Previous Change Orders #1 & #2	$	1,325,909.62
Total Contract Amount with Change Orders	$	**1,329,995.87**

Travis Harris **11/14/2023**

Authorized by: Daniel Thornberry *Date*

Authorized by: Travis Harris, Project Manager *Date*

PROPOSAL REQUEST #4A PRICING
(BACKUP DOCUMENTATION)

Customer Inquiry

Ticket number	Name	Product	Net tons	Hauler	Truck	Price	Material charge	Haul rate/ton	Fuel surcharge	Haul charge	Hauling tax	Material tax	Total charge	Date out	Phase Description
01378927	498 GEORGETOWN STREET	125	24.19	3325	BE32	14.95	361.64	4.75	6.89	121.79	7.31	21.70	512.44	11/13/23	2023017
Total for Date out 11/13/23			**24.19**				**361.64**		**6.89**	**121.79**	**7.31**	**21.70**	**512.44**	(1)	
Total for Phase 1			**24.19**				**361.64**		**6.89**	**121.79**	**7.31**	**21.70**	**512.44**	(1)	
Total for Job 000017			**24.19**				**361.64**		**6.89**	**121.79**	**7.31**	**21.70**	**512.44**	(1)	
Total for Customer 74805			**24.19**				**361.64**		**6.89**	**121.79**	**7.31**	**21.70**	**512.44**	(1)	
Total			**24.19**				**361.64**		**6.89**	**121.79**	**7.31**	**21.70**	**512.44**	(1)	

Vulcan Materials Company

Vulcan Construction Materials, LLC
CENTRAL
1280 MANCHESTER STREET
LEXINGTON, KY 40504
859-254-2541

DANGER

PELIGRO

Do not handle until the safety information has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at http://www.vulcanmaterials.com/construction-materials/safety-data-sheets or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completemente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en http://www.vulcanmaterials.com/construction-materials/safety-data-sheets o llamando al 1-866-401-5424

RECEIVED BY:	CUSTOMER/CONSIGNEE		
X DRIVER	Jacob Goble	8598942334	
DATE 11/13/2023	TIME 3:25PM	PLANT 1243-121 CENTRAL	Ticket No 8269635

RFID Card Swipes

LIMITED WARRANTY AND WARRANTY DISCLAIMER: Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer, SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERS MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS.

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE.

CUSTOMER: 25324 CASH SALE	CK#	CUSTOMER PURCHASE ORDER: credit card	GOVT CONTRACT:
ORDER: 55909651	Omni Commercial-Black & Williams Neighborhood Center 498 Georgetown Street		DELIVERED Dispatch: 601968
DESTINATION: 1	Omni Commercial-Black & Williams Neighborhood Center 498 Georgetown Street Black & Williams Neighborhood Center, Georgetown Street		ZONE/MILES
PRODUCT: 15391 DGA			
COMMENTS: 10 tons only--Call 859-894-2334-Jacob			

CREDIT CARD

TRUCK TRUX30900	(H73) HAYNES TRUCKING LLC		CARRIER CE001	TRUX, INC.		
LICENSE 844270	KY Triaxle		TRAILER ID NO		TRAILER ID NO	
FREIGHT TYPE A	AXLES 4		TARE DATE 10/25/2023		TARE EXPIRE 11/25/2023	
GROSS LBS (Scale 2) 44,680	TARE LBS (Scale 0) 26,460 *	NET LBS 18,220	TONS 9.11	TONS TODAY 9.11	LOADS TODAY 1	GROSS LEGAL WT 80,000
GROSS KG 20,267	TARE KG 12,002	NET KG 8,264	NET MG 8.26	MG TODAY 8.26	IN PLANT 3:07 pm	OUT OF PLANT 3:25PM

CASH SALE PER TON	MATERIAL	HAUL	OTHER CHARGE	CNDTRKFSC	Central Truck Fuel Surcharge	78 4.00	3.12
TOTAL	MATERIAL 219.21	*Material and Freight are combined	TAX 13.15	OTHER CHARGES 3.12			COD TOTAL 235.48
FREIGHT TIME REPORT	ARRIVE JOB	START UNLOAD	FINISH UNLOAD	JOB TIME			DELAY TIME

We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 007

Project: Black & Williams Community Center - Gymnasium Improvements

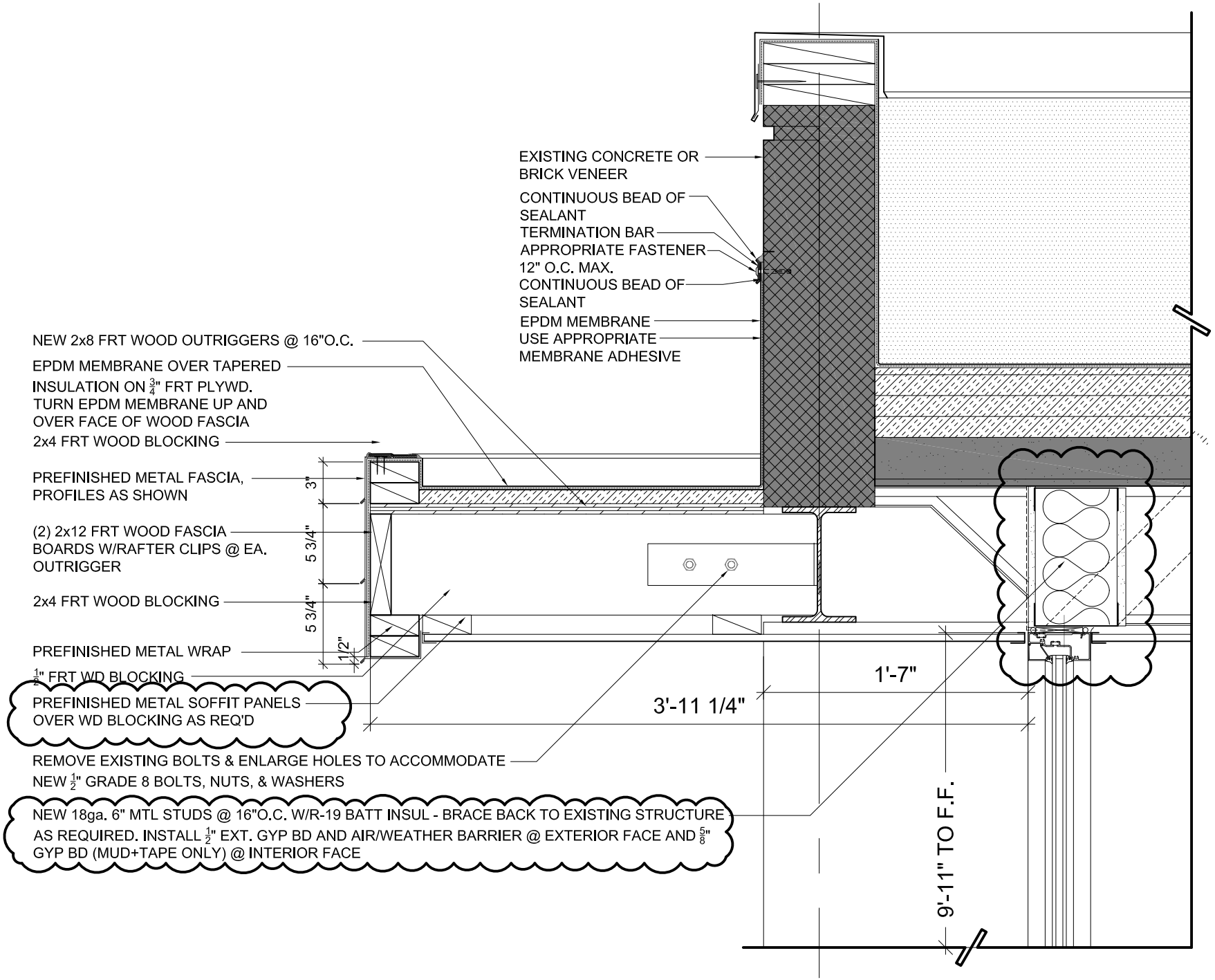
Date: October 24, 2023

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to alter the original project construction documents. Please provide a labor/material breakdown for each item for review, if applicable.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

PR #7: ALUMINUM STOREFRONT BULKHEAD & JAMB EXTENTIONS

Per the found condition at the entry storefront location new metal stud bulkhead framing, sheathing, and insulation will be required in order to provide an attachment point for the storefront framing. See attached updated detail G/A1.3.



G / A1.3

CANOPY DETAIL

SCALE: 3" = 1'-0"

PROPOSAL REQUEST #07 - PRICING

OMNI
GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

2025 Leestown Road, Suite B
Lexington, KY 40511
Phone (859) 254-0011
tharris@omnicommercialky.com

DATE **December 22, 2023**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Ledxington KY 40509

Att: Daniel Thornberry

DESCRIPTION	TOTAL
CO-4-PCO-007-SF Header Add	
Grayhawk SF Header add per attaached invoice	$1,163.00

Change Order Amount		$1,163.00
GC Mark-Up	$	174.45
Bond Fee	$	34.89
TOTAL AMOUNT OF THIS CHANGE ORDER	$	1,372.34
Original Contract Amount	$	1,319,588.00
Contract Amount with Previous Change Orders #1 -#3	$	1,329,995.87
Total Contract Amount with Change Orders	**$**	**1,331,368.21**

Travis Harris **12/22/2023**

Authorized by: Daniel Thornberry *Date*

Authorized by: Travis Harris, Project Manager *Date*

PROPOSAL REQUEST #7 PRICING
(BACKUP DOCUMENTATION)

Request for Change

P.O. Box 12111 (40580)
2424 Merchant Street
Lexington, KY 40511

RFC Number: 3
Date: 10/27/2023

We hereby propose to make the following changes:
RFC 3 - Wall added above storefront

To:
OMNI GENERAL CONTRACTING
PO BOX 34065
LEXINGTON, KY 40588

Project:
LFUCG Black & Williams
LEXINGTON, KY 40508

Requested By:	Phone:	E-mail:
Colin Wilkerson	(859) 721-2320	cwilkerson@grayhawk-ky.com

Recipients:	Phone:	E-mail:
Travis Harris	(859) 254-0011	tharris@omnicommercialky.com

Requested Change:	Change to Contract
Labor (6 hours)	$ 339.00
Material	$ 565.00
Trucking	$ 150.00
24' of Fire Treated 2x6 (Labor + Material)	$ 109.00

RFC Total	$ 1,163.00

Pricing is based upon conditions or documents provided by the date issued above and is valid until 11/30/2023. Any changes to jobsite conditions, which may include but are not limited to weather, unforeseen conditions, progress of other trades, accelerated scheduling, or out-of-sequence work may result in additional costs. Unless stated otherwise the price above does not include overtime or costs for shift differential. Acceptance of this RFC by verbal direction, signed authorization, or issuance of a Change Order constitutes the acceptance of this document and all terms and conditions contained herein.

Colin Wilkerson **Grayhawk, LLC**
Author

Authorized Signature **Date**
OMNI GENERAL CONTRACTING

131 Prosperous Place, Suite 19b
Lexington, Kentucky 40509
Phone: 859-259-1515
Fax: 859-231-5060
Email: thornberrydg@jearchitects.net

Johnson - Early Architects

Proposal Request

PR#: 008

Project: Black & Williams Community Center - Gymnasium Improvements

Date: December 8, 2023

This proposal shall *ONLY* be for the change in project scope; the demolition of the existing gypsum deck and installation of new metal deck/angles. The removal of the existing roofing membrane system and installation of the new 20-year warranted 60mil EPDM roof system are already in the contract. The $30,588.00 Add Alternate #1 value shall be applied as a credit to against this new scope work.

The due date for this PR#8 shall be 12/22/23.

Each proposal shall have a full material and labor breakdown including OH&P of 15% maximum. Omni Construction to engage all (4) currently active roofing subcontractor for participation, including but not limited to Eskola Roofing, Burnett Roofing, Swift Roofing, and Semper-Fi Roofing. Omni Construction to provide proposal breakdown for ***each*** participating contractor for LFUCG to evaluate and select from all proposals, not a single proposal selected by the general contractor.

This proposal request does not indicate a notice-to-proceed for the work outlined below.

LFUCG has requested that Omni Commercial prepare a formal cost proposal to complete work associated with the following items, to alter the original project scope.

PR #8: GYPSUM ROOF DECK REMOVAL & REPLACEMENT

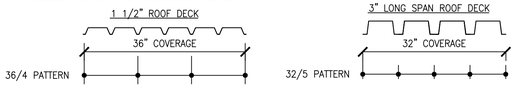
The following proposal request is being issued to formalize additional costs associated with a change to the roof deck repair method & reroof method as outlined in the construction documents.

1. Demolish the existing roof membrane, insulation, reinforced poured gypsum roof deck, & gypsum formboard over the entire roof area (Low, High ‘A’, High ‘B’), and haul off-site. Protect all existing work-in-place during demolition and perform the demolition/deck replacement in a manner to prevent water intrusion during construction. Any damage to work-in-place or the existing structure during deck removal & replacement to be corrected at contractor’s expense.

2. Install new 22 gauge metal deck over the entire roof area; fasten to the existing steel roof structure per drawings & specifications from Brown + Kubican structural engineers (attached).
    a) 1 ½" metal deck to be utilized at the "Low Roof Area"
    b) 1 ½" metal deck to be utilized at the "High Roof Area 'B'"
    c) 1½" or 3" metal deck to be utilized at the "High Roof Area 'A' ". Deck type to be contractor's option.
3. Install new steel edge support/attachment angles and bent plates as outlined in the drawings & specifications (attached).
4. Install mechanically fastened roof insulation and 60mil EPDM (20 year warranted) roof system as outlined in the construction documents for the base bid amount; the base bid amount for this item remains in effect and no new pricing is required to be submitted as part of this PR.
5. Provide a credit to the owner for add alternate #1 (upgrade roof warranty to 30 year) in the amount of $30,588.00.
6. See attached supplemental information for additional details.
7. Each participating roofing subcontractor to provide an estimated timeline for the performance of their work, procuring metal deck and roofing materials, and details regarding the roof material manufacturers they will be utilizing. This information to be provided for each proposal for LFUCG and JEA's evaluation.

FASTEN STEEL ROOF DECK AS INDICATED BELOW FOR EACH DECK TYPE AS MARKED ON PLAN.

A. FASTEN DECK UNITS AT ENDS AND AT INTERMEDIATE SUPPORTS WITH FASTENERS AS NOTED IN SCHEDULE ACCORDING TO FOLLOWING PATTERNS.



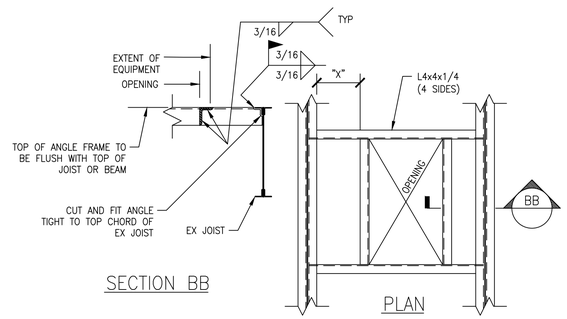
DECK TYPE	PANEL ENDS AND INTERMEDIATE SUPPORTS	DECK SIDE LAPS
1.5WR22	#12 TEK SCREW OR P.A.F. PIN @ 36/4 PATTERN	#10 TEK SCREW @ 36" O.C. MAX
3.0N22	#12 TEK SCREW OR P.A.F. PIN @ 32/5 PATTERN	#10 TEK SCREW @ 36" O.C. MAX

B. FASTEN DECK SIDE LAPS, INCLUDING DECK TO CLOSURE PLATES, WITH #10 SELF DRILLING SCREWS AS NOTED IN SCHEDULE.

C. FASTEN DECK PERIMETER SIDE EDGES (PARALLEL TO DECK SPAN), INCLUDING CLOSURE PLATES, TO STEEL SUPPORTS WITH #12 TEK SCREWS OR P.A.F. PIN SPACED AT 36" O.C.

STEEL ROOF DECK FASTENING SCHEDULE

NOT TO SCALE



CONDITION AT EXISTING JOIST CONSTRUCTION

NOTES:

1. IF "X" IS 4" OR LESS, ELIMINATE ANGLE PARALLEL TO JOIST OR BEAM.
2. PROVIDE ANGLE FRAME FOR ALL OPENINGS GREATER THAN 10" DIAMETER OR SQUARE.
3. PROVIDE ANGLES BENEATH THE PERIMETER OF ALL ROOF TOP EQUIPMENT. ROOF DECK PENETRATION MAY OR MAY NOT OCCUR.
4. PROVIDE ANGLE FRAME AT ALL ROOF DRAINS AND EXHAUST FANS REGARDLESS OF ROOF PENETRATION SIZE. FIELD VERIFY LOCATIONS.
5. CONTRACTOR TO VERIFY SIZE AND LOCATION OF ALL OPENINGS.

TYPICAL ROOF FRAME OPENING DETAIL

NOT TO SCALE

GENERAL NOTES

DESIGN LOADS

STRUCTURAL RISK CATEGORY ..... CATEGORY II

ROOF LIVE LOAD ..... 20 PSF MIN

ROOF SNOW LOAD (PER ASCE 7-10)

GROUND SNOW LOAD	P_g =	15 PSF
IMPORTANCE FACTOR	Is =	1.0
SNOW EXPOSURE FACTOR	Ce =	1.0
THERMAL FACTOR (BUILDING)	Ct =	1.0
RAIN ON SNOW SURCHARGE	Pr =	5 PSF
FLAT-ROOF SNOW LOAD* (Pf = 0.7CeCtIsPg) (BUILDING)	Pf =	10.5 PSF
MINIMUM-ROOF SNOW LOAD (IsPg)	Pm =	15 PSF

*(INCREASE FOR DRIFTING PER ASCE 7-10, SECTIONS 7.7 & 7.8)

DESIGN STRESSES

CHANNELS, ANGLES, PLATES AND BARS (ASTM A572) ..... fy = 36,000 PSI
STEEL ROOF DECK (ASTM A653) ..... fy = 33,000 PSI

GENERAL

1. THE REQUIREMENTS OF THESE GENERAL NOTES APPLY UNLESS NOTED OTHERWISE ON PLANS OR IN SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL CONTRACT DOCUMENTS, ADDENDA, AND SUPPLEMENTARY INFORMATION AND DISTRIBUTING SUCH TO ALL SUBCONTRACTORS AND MATERIAL SUPPLIERS PRIOR TO THE PREPARATION AND SUBMITTAL OF SHOP DRAWINGS, FABRICATION, AND INSTALLATION OF ANY STRUCTURAL MEMBERS.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO COMMENCING WORK. THE ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES THAT MAY EXIST.
4. DO NOT SCALE DRAWINGS.
5. THE STRUCTURE IS DESIGNED TO FUNCTION AS A UNIT UPON COMPLETION AND IS THEREFORE DEPENDENT UPON DIAPHRAGM ACTION OF THE ROOF DECK AND ATTACHMENT TO THE SHEAR WALLS FOR STABILITY AND FOR RESISTANCE TO WIND AND SEISMIC FORCES. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY BRACING REQUIRED TO BRACE AND LATERALLY SUPPORT THE BUILDING UNTIL THESE ELEMENTS ARE COMPLETE AND CAPABLE OF PROVIDING THIS SUPPORT.
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS AND METHODS TO CONSTRUCT THE STRUCTURE, INCLUDING VERIFICATION OF LOAD CAPACITY OF THE STRUCTURE, NEW OR EXISTING, TO SUPPORT CONSTRUCTION ACTIVITIES, EQUIPMENT, ETC. AND FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED ON THE STRUCTURAL FRAMING. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN CAPACITY OF THE FRAMING AT THE TIME THE LOADS ARE IMPOSED. DAMAGE TO THE STRUCTURE CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE CORRECTED BY THE RESPONSIBLE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
7. SHOP DRAWINGS MUST BE CHECKED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMISSION.
8. ELEVATIONS SHOWN ON STRUCTURAL DRAWINGS ARE IDEALIZED ELEVATIONS BASED ON DECK THICKNESS AND SLOPES SHOWN ON DRAWINGS AND DO NOT ACCOUNT FOR BEAM OR JOIST CAMBER. IT IS THE RESPONSIBILITY OF THE CONTRACTORS TO COORDINATE ANY CAMBER OF THEIR WORK WITH OTHER TRADES AND ADJUST ELEVATIONS AS NECESSARY TO ACCOUNT FOR DEAD LOAD DEFLECTION AND THIS CAMBER.
9. EXISTING CONSTRUCTION SHOWN IS BASED ON LIMITED FIELD OBSERVATION AND/OR GENERAL CONSTRUCTION PRACTICE AND IS NOT GUARANTEED TO BE TRUE OR EXACT. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS RELEVANT TO THEIR WORK PRIOR TO CONSTRUCTION.
10. DETAILS LABELED TYPICAL ON THESE DRAWINGS SHALL APPLY TO ALL SITUATIONS OCCURRING ON THE PROJECT THAT ARE THE SAME OR SIMILAR AND SHALL APPLY REGARDLESS OF WHETHER THEY ARE KEYED ON THE PLANS. CONSTRUCTION NOT SPECIFICALLY INDICATED BY DETAIL OR SECTION SHALL BE SIMILAR TO DETAILS SHOWN FOR SIMILAR CONDITIONS.

STEEL CONSTRUCTION

1. STEEL DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO THE AISC SPECIFICATIONS AND CODE OF STANDARD PRACTICE, AND THE AWS STRUCTURAL WELDING CODE.
2. WELDING ELECTRODES SHALL BE E70XX EXCEPT WHERE OTHER ELECTRODES ARE REQUIRED FOR COMPATIBILITY WITH MATERIAL BEING WELDED.
3. SEE SPECIFICATIONS FOR ALL PRIMING REQUIREMENTS.
4. ALL SHOP AND FIELD WELDING SHALL BE DONE BY A CERTIFIED WELDER.
5. MISCELLANEOUS STEEL MEMBERS (ANGLES, TEES, CHANNELS, ETC.) THAT SUPPORT DECK AROUND THE PERIMETER OF A FLOOR OR ROOF AREA SHALL BE CONTINUOUS, EXCEPT AT BUILDING EXPANSION JOINTS. WHERE SPLICES IN THESE MEMBERS MUST OCCUR TO FACILITATE ERECTION, PROVIDE PARTIAL PENETRATION SQUARE GROOVE WELD (BUTT JOINT) WITH 3/16" EFFECTIVE THROAT ON ONE SIDE, EACH LEG.

STEEL DECK CONSTRUCTION

1. STEEL DECK DETAILING, FABRICATION, AND ERECTION SHALL CONFORM TO THE LATEST AND THE STEEL DECK INSTITUTE SPECIFICATIONS.
2. STEEL ROOF DECK SHALL BE CONTINUOUS OVER A MINIMUM OF 3 SPANS.
3. DO NOT HANG OR SUPPORT ANY LOADS SUCH AS STUD WALLS, BULKHEADS, PIPES, ETC. FROM STEEL ROOF DECK.

SHORING / BRACING DESIGN AND INSTALLATION

1. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ENGINEERING, SUPPLYING, AND INSTALLING ALL TEMPORARY SHORING AND BRACING NECESSARY TO RESIST GRAVITY AND LATERAL LOADS AS THE EXISTING BUILDING IS SELECTIVELY DEMOLISHED AND RECONSTRUCTED WITH NEW STRUCTURAL ELEMENTS. THE DESIGN OF SHORING SHALL BE PERFORMED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF KENTUCKY IN CONSIDERATION OF APPLIED, POTENTIAL AND CONSTRUCTION LOADING; CONSTRUCTION METHODS, TECHNIQUES AND SEQUENCE; LOADING AND ANALYSIS OF THE EXISTING STRUCTURE AND ITS ABILITY TO TRANSFER LOADS TO THE SHORING AND BRACING SYSTEM; AND SCHEDULE. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT (FOR THEIR RECORDS) TEMPORARY SHORING DRAWINGS (PLANS AND ALL NECESSARY DETAILS) THAT ARE SEALED, SIGNED, AND DATED BY THE PROFESSIONAL ENGINEER RESPONSIBLE FOR THEIR PREPARATION. SHORING SUBMITTAL SHALL ALSO INCLUDE A WRITTEN DESCRIPTION OF THE INTENDED CONSTRUCTION SEQUENCE, PREPARED BY THE SHORING ENGINEER, AND REVIEWED AND APPROVED BY THE GENERAL CONTRACTOR PRIOR TO SUBMITTAL TO THE ARCHITECT FOR THEIR RECORDS. SHORING SUBMITTAL SHALL INCLUDE WRITTEN DESCRIPTION OF LOADS AND LOAD COMBINATIONS CONSIDERED. SUBMITTALS SHALL BE RECEIVED FOR RECORD, AND ARE NOT CONSIDERED AN ACTION SUBMITTAL BY THE ARCHITECT.
2. SHORING AND BRACING IS REQUIRED, BUT IS NOT LIMITED TO, THE FOLLOWING:
   A. WHERE DEMOLITION OF ROOF MEMBERS (DECKING) REMOVE LATERAL BRACING TO WALL MEMBERS.
   B. WHERE DEMOLITION OF ROOF DIAPHRAGM LATERAL LOAD RESISTING SYSTEM REMOVES BUILDING RESISTANCE TO LATERAL WIND, SEISMIC, OR EARTH LOADS.
3. CEASE DEMOLITION OPERATIONS AND NOTIFY ARCHITECT IF ANY EXISTING STRUCTURAL ELEMENT TO REMAIN IN SERVICE DEVELOPS CRACK, BOW, DEFLECTION, ETC. OR IF ANY COMPONENT OF THE EXISTING STRUCTURE APPEARS DAMAGED, CORRODED OR OTHERWISE COMPROMISED.

ROOF, FLOOR, OR WALL OPENINGS

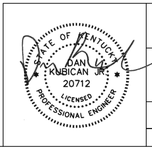
1. THE CONTRACTOR SHALL VERIFY AND COORDINATE THE NUMBER, SIZE, AND LOCATION OF ALL SLEEVES AND OPENINGS REQUIRED FOR MECHANICAL OR ELECTRICAL ITEMS.
2. SLEEVES AND OPENINGS SHALL BE LOCATED IN A MANNER THAT WILL MAINTAIN THE STRUCTURAL INTEGRITY OF THE ROOF, FLOOR, OR WALL SYSTEM.
3. NO STRUCTURAL ELEMENTS ARE TO BE CUT UNLESS SPECIFICALLY APPROVED BY THE ENGINEER.

RENOVATION AND REUSE OF EXISTING STRUCTURES

1. THE OWNER SHALL UNDERSTAND THAT EXISTING STRUCTURES MAY HAVE BEEN CONSTRUCTED PRIOR TO BUILDING CODE ADOPTION, TO A PREVIOUS CODE EDITION, OR NONCOMPLIANT TO CODE AND THAT THE ENGINEER SHALL NOT BE RESPONSIBLE FOR DISCOVERY OF CONSTRUCTION TECHNIQUES, CONDITION, OR ADEQUACY OF EXISTING STRUCTURE TO REMAIN STRUCTURALLY UNMODIFIED AS PART OF THIS WORK.
2. IN ELECTING TO REUSE AN EXISTING STRUCTURE THE OWNER SHALL REMAIN SOLELY RESPONSIBLE FOR THE CONDITION AND ADEQUACY OF THE EXISTING STRUCTURE, EXCEPT WHERE MODIFIED BY THE CONSTRUCTION PROJECT.
3. DISCOVERY OF AND PROVISION FOR DEFERRED MAINTENANCE AND REPAIR OF THE STRUCTURE ARE NOT INCLUDED IN THE SCOPE OF THE ENGINEER OR CONSTRUCTION DOCUMENTS EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE IN THE CONSTRUCTION DOCUMENTS.
4. IN KEEPING WITH CURRENT CODE PROVISIONS, EXISTING LOAD-CARRYING STRUCTURAL ELEMENTS MAY HAVE NOT BEEN STRENGTHENED, SUPPLEMENTED, REPLACED, OR OTHERWISE ALTERED IF CALCULATIONS SHOWED:
   a. NO MORE THAN 5% INCREASE IN DESIGN GRAVITY LOAD APPLIED TO THAT EXISTING STRUCTURAL ELEMENT AS A RESULT OF THE INTENDED ALTERATIONS.
   b. NO MORE THAN 10% INCREASE IN DEMAND-CAPACITY RATIO OF AN EXISTING LATERAL LOAD-CARRYING ELEMENT OR ALTERATION RESULTING IN A STRUCTURAL IRREGULARITY.

SITE OBSERVATION BY THE STRUCTURAL ENGINEER

1. THE ENGINEER HAS NO CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES; FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK; FOR THE ACTS OR OMISSION OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK; OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
2. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CONTRACTOR, ANY SUBCONTRACTOR, MATERIAL SUPPLIER, OR AGENTS THEREOF. THE ENGINEER DOES NOT GUARANTEE THE PERFORMANCE OF THE CONTRACTOR AND SHALL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO PERFORM ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR APPLICABLE LAWS, CODES, RULES, OR REGULATIONS. THE CONTRACTOR SHALL MAINTAIN SOLE RESPONSIBILITY FOR DEFECTS AND DEFICIENCIES, INCLUDING PROVIDING TESTING AND INSPECTION ONCE SUCH ARE DISCOVERED, AND FOR PROVIDING ENGINEERED CORRECTIVE ACTION FOR DESIGN TEAM REVIEW.
3. PERIODIC SITE OBSERVATION BY FIELD REPRESENTATIVES OF BROWN+KUBICAN, PSC IS SOLELY FOR THE PURPOSE OF DETERMINING IF THE WORK OF THE CONTRACTOR IS PROCEEDING IN GENERAL ACCORDANCE WITH THE STRUCTURAL CONTRACT DOCUMENTS. THIS LIMITED SITE OBSERVATION SHALL NOT BE CONSTRUED AS EXHAUSTIVE OR CONTINUOUS TO CHECK THE QUALITY, QUANTITY, OR ACCURACY OF THE CONSTRUCTION WORK, BUT RATHER PERIODIC IN EFFORT TO INFORM THE CLIENT ABOUT GENERAL PROGRESS AND TO ADVISE THE CLIENT ABOUT OBSERVED DEFECTS AND DEFICIENCIES IN THE WORK OF THE CONTRACTOR.



BLACK & WILLIAMS NEIGHBORHOOD CENTER

GYMNASIUM BUILDNG IMPROVEMENTS

498 GEORGETOWN ST. - LEXINGTON, KENTUCKY

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

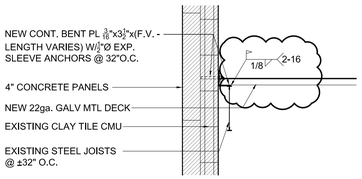
GENERAL NOTES

DATE	DRAWN BY	CHECKED	REVISIONS
DECEMBER 8, 2023	DK	DK	

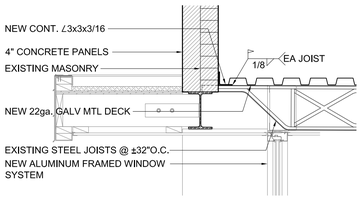
SHEET NO.

S0.1

PROPOSAL REQUEST #08



A S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



B S1.1 EDGE DETAIL
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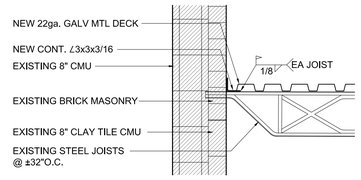
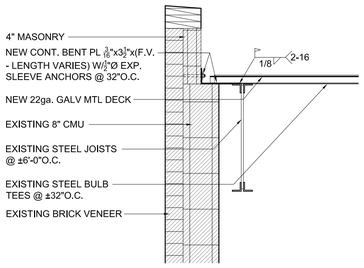


C S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



D S1.1 EDGE DETAIL
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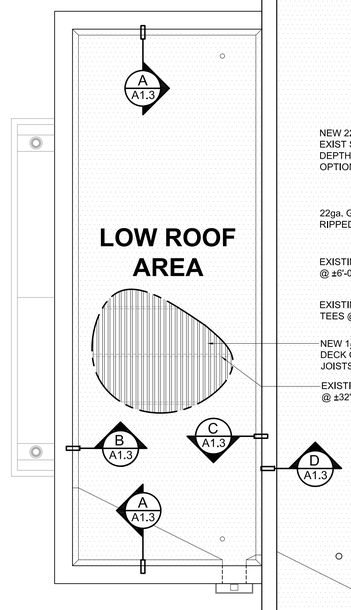
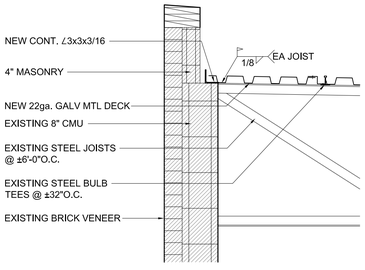


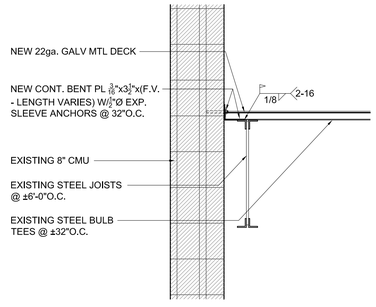
A A1.2 ROOF PLAN - NEW WORK
SCALE: 1/4" = 1'-0"

METAL DECK NOTES:

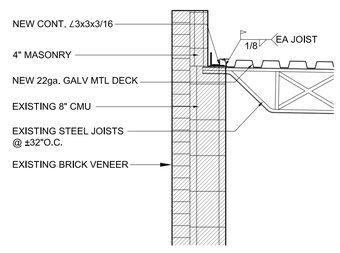
- FASTEN ALL DECK EDGE TO NEW EDGE SUPPORT ANGLES @ 36"O.C.
- METAL DECK TYPE AT HIGH ROOF AREA 'A' - AT CONTRACTOR'S OPTION METAL DECK MAY BE EITHER:
  - A. 1 ½" WIDE RIB (FLUTES @ 6"O.C.) PLACED PARALLEL TO AND RIPPED AT EACH BULB TEE. ADD DECK FILLER @ RIPPED EDGE OF DECK, EACH BULB TEE AS REQ'D. FASTEN PER SPECIFICATIONS.
  - B. 3" DEEP RIB (FLUTES @ 8"O.C.) PLACED PARALLEL TO AND OVER BULB TEES. RIP DECK EDGE & ADD DECK FILLER ONLY @ BULB TEE CONFLICTS. FASTEN PER SPECIFICATIONS.



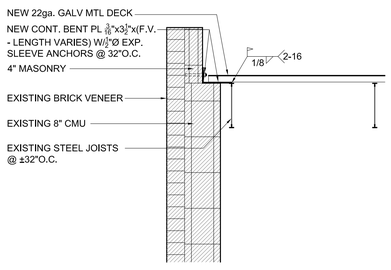
E S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



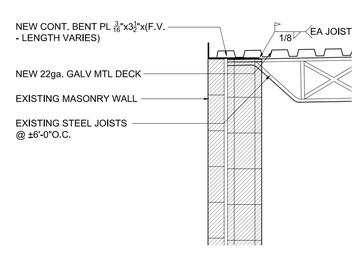
F S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



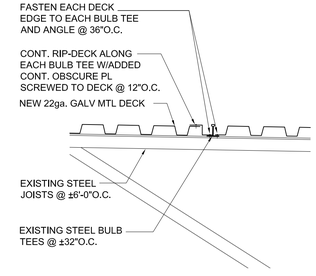
G S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



H S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



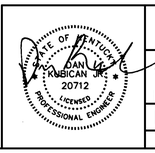
J S1.1 EDGE DETAIL
SCALE: 3/4" = 1'-0"



K S1.1 RIPPED DECK - EDGE DETAIL
SCALE: 1" = 1'-0"

IMPORTANT NOTE:

UNLESS OTHER ARRANGEMENTS ARE MADE PRIOR TO BID, GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING CONDITIONS AND DIMENSIONS, INCLUDING EXISTING STRUCTURAL LAYOUTS AND ELEVATIONS PRIOR TO SUBMITTING SHOP DRAWINGS. ACTUAL DIMENSIONS/ELEVATIONS SHALL BE MARKED ON SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBCONTRACTORS SHALL COORDINATE WITH FIELD VERIFIED CONDITIONS RELATIVE TO THEIR WORK.



BLACK & WILLIAMS NEIGHBORHOOD CENTER

GYMNASIUM BUILDNG IMPROVEMENTS

498 GEORGETOWN ST. - LEXINGTON, KENTUCKY

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131 prosperous place, suite 19b • lexington, kentucky 40509
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ROOF DECK DETAILS

DATE	DRAWN BY	CHECKED	REVISIONS
DECEMBER 8, 2023	DK	DK	

SHEET NO.
S1.1

SPECIFICATIONS

SECTION 014110 – STRUCTURAL SPECIAL INSPECTION & CONTRACTOR RESPONSIBILITY
PART 1 – GENERAL
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
1.2 SUMMARY
A. Special Inspections as defined in Section 1704 of The Kentucky Building Code are required.
B. Special inspections per Kentucky Building Code Sections 1704 and 1705 are required for Steel Construction per Section 1705.2 of the Kentucky Building Code.
C. The structural special inspections required on this project are further defined in the Special Inspections section of the structural drawings.
1.3 SCOPE
A. All inspections and tests performed shall be documented by report including, but not limited to, inspections for welding and deck attachment, etc.
1.4 DEFINITIONS
A. In accordance with the intent of the Building Code, inspection work specified to be "continuous" shall be inspected the full, uninterrupted time that the Contractor is performing said construction work. Work specified to be "periodic" may be inspected as convenient to the Inspector, except that all work must be inspected prior to being covered by other work, during the working hours of the Contractor, and in a fashion that does not delay the Contractor. Regardless as to whether inspections are performed in "continuous" or "periodic" fashion, 100% of the construction work shall be inspected, unless noted otherwise.
1.5 SELECTION AND PAYMENT
A. The Inspection Agency shall be retained by the Owner. Costs for reinspection and retesting, should discrepancies be found, will be paid for by the Owner, except where rework is due to negligence or omission deemed excessive by the Owner.
1. In case of excessive rework, such retesting and reinspection shall be paid for by the Owner as an additional service of the Inspection Agency, but will be backcharged by deductive change order to the Contractor's contract.
2. In case of excessive waste/lost time of the Special Inspector due to inadequate scheduling by the General Contractor, such time shall be paid for by the Owner as an additional service of the Inspection Agency but will be backcharged by deductive change order to the Contractor's contract.
1.6 QUALITY ASSURANCE
A. Qualified Certification Authorities: Subject to compliance with Kentucky Building Code Requirements, Qualified Certification Authorities providing certification which may be applicable to Project include:
1. American Institute of Steel Construction (AISC).
2. American Society of Nondestructive Testing (ASNT).
3. American Welding Society (AWS).
4. International Code Council (ICC).
5. National Institute of Certified Engineering Technology (NICET).
PART 2 – EXECUTION
2.1 CONTRACTOR'S RESPONSIBILITIES
A. Provide a complete copy of all structural shop drawings to the Structural Testing/Inspection Agency.
B. Notify the Structural Testing/Inspection Agency sufficiently in advance of operations to allow assignment of personnel and scheduling of tests.
C. Cooperate with Structural Testing/Inspection Agency and provide access, including equipment with operator, to work. Access equipment includes, but is not limited to, man lifts, excavation equipment, etc.
D. Provide samples of materials to be tested in required quantities.
E. Provide storage space for Structural Testing/Inspection Agency's exclusive use, such as for storing and curing concrete testing samples.
F. Provide labor to assist the Structural Testing/Inspection Agency in performing tests/inspections.
G. Construction and work for which Special Inspection is required shall remain accessible and exposed for special inspection purposes until the completion of the inspections and tests.
H. All parties who are to receive inspection and testing reports shall maintain an active email account to receive reports by.
I. General Contractor shall create and maintain a discrepancy log on site. Log shall list each discrepancy documented by the Special Inspector; state the date of discovery and Special Inspector's report number; and provide room for the Special Inspector to sign and date when said discrepancy is corrected. No work containing discrepancy shall be covered prior to having reinspection and approval by the Special Inspector.
J. Neither the observation of the Architect/Structural Engineer in the administration of the contract, nor tests/inspections by the Testing/Inspection Agency, nor approvals by any other person(s) shall relieve the Contractor from their obligation to perform the work in accordance with the Contract Documents.
2.2 SPECIAL INSPECTOR'S RESPONSIBILITIES
A. Cooperate with the Contractor and provide timely service.
B. Notify Contractor of minimum advance notice for each type of inspection/test.
C. Upon arriving at the construction site, sign in and notify the Contractor of presence.
D. Select the representative samples that are to be tested/inspected.
E. Perform tests/inspections as outlined in the Contract Documents, the applicable codes, and as directed by the Structural Engineer.
F. Keep records of all inspections.
G. Furnish inspection reports to the Architect and General Contractor weekly as construction progresses.
1. Each report shall include photographs of the project status and the typical work inspected and documented in that subject report. These general photographs are in addition to the required photograph at discrepancies.
2. Format of report deliverables shall be Special Inspection Report (PDF), Project Photographs (JPG), and Related Supporting Documentation (PDF).
H. Inform General Contractor and / or Fabricator of all discrepancies immediately for correction.
1. Document in writing correction of discrepancies.
2. Highlight discrepancies within the report.
a. The report shall include a text description of each discrepancy. Description shall convey the discrepancy location on the project and the issue.
b. The report shall include a photograph of each discrepancy observed in the field and/or in the shop. Photograph shall be labeled to convey location on project and the issue shown. (Photographs of material strength tests for concrete and/or masonry are not required, unless otherwise instructed.)
c. The report shall document the date that each discrepancy was initially discovered.
d. Inspection related discrepancies shall be reinspected by the Special Inspector along the course of the project and prior to concealment by other work. Subsequent reports shall document date that prior discrepancy was confirmed to be corrected.
3. If discrepancies are not corrected, the discrepancies shall be brought to the attention of the Code Official and the Architect prior to the completion of that phase of the work.
I. Leave copies of field notes with the Contractor prior to leaving the construction site. Field notes shall include the message given to the Contractor, date, time of message, name of Contractor's representative informed, type and location of work or materials tested/inspected, whether the work or materials complies with Contract Documents and name of the Structural Testing/Inspection Agency's representative.
J. Immediately notify General Contractor and Architect by separate letter if work yet to be inspected is found on site that is either being covered by other work or was to receive continuous inspection.
K. Structural Testing/Inspection Agency shall not alter requirements of Contract Documents, approve or reject any portion of the work, or perform duties of the Contractor.
L. Submit a final report of inspections documenting completion of **all** required Special Inspections and correction of any discrepancies noted in inspections to the Architect. Final report shall be prepared by, sealed, and signed by the Special Inspector and shall include a complete list of materials and work inspected during the course of the project. One copy of said report is to be provided to the Contractor for their records.

END OF SECTION 014110

SECTION 051000 – STRUCTURAL ANCHORS
PART 1 – GENERAL
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
1.2 SUMMARY
A. This Section includes post-installed metal anchors in masonry, as shown on drawings including schedules, notes, and details showing size and location of anchors, typical connections, and types of anchors required.
1. Adhesive anchors.
2. Sleeve anchors.
B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section "Structural Special Inspection."
2. Division 5 Section "Structural Steel Framing."
1.3 DEFINITIONS
A. Threaded Rod: A rod that is continuously threaded for the full length of the rod unless noted otherwise.
1.4 ACTION SUBMITTALS
A. General: Furnish submittals in quantity, format, and other Conditions of the Contract and as specified in Division 1 of the Project Manual.
B. Product Data for each type of product specified. Include manufacturer's specifications, load charts, and other data to show compliance with the specifications (including specified standards).
1.5 INFORMATIONAL SUBMITTALS
A. General: Furnish submittals in quantity, format, and other Conditions of the Contract and as specified in Division 1 of the Project Manual.
B. Installer Qualifications and Procedures: Submit a letter of procedure stating method of drilling, the product proposed for use, the complete installation procedure, manufacturer training date, and a list of the personnel to be trained on anchor installation.
C. ICC ES Evaluation Reports/Certificates.
1.6 QUALITY ASSURANCE
A. Installer Qualifications: Anchors shall be installed by an installer with at least 1 year of experience performing installations similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
B. Installer Training: Conduct a thorough training with the manufacturer or the manufacturer's representative for the installer on the project. Training to consist of a review of the complete installation process for drilled-in anchors, to include but not limited to:
1. Hole drilling procedure.
2. Hole preparation & cleaning technique.
3. Adhesive injection technique & dispenser training / maintenance.
4. Rebar dowel preparation and installation.
5. Proof loading/torquing.
C. Certifications: Unless otherwise authorized by the Engineer, anchors shall have an ICC ES Evaluation Report indicating conformance with current applicable ICC ES Acceptance Criteria.
1.7 DELIVERY, STORAGE, AND HANDLING
A. Deliver anchors to Project site in such quantities and at such times to ensure continuity of installation.
B. Store materials to permit easy access for inspection and identification. Protect anchors and packaged materials from erosion and deterioration.
C. Keep anchors, rod materials, nuts and washers in original manufacturer's packaging with label intact until needed for use
D. Store all anchoring products in strict accordance with manufacturer's recommendations. For adhesive anchors, consider temperature, exposure to sunlight, and shelf life.
1.8 SEQUENCING
A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.
PART 2 - PRODUCTS
2.1 GENERAL
A. Specified adhesive anchors with continuously threaded rod and screen tube may be used in lieu of sleeve anchors at contractor's option and shall be used otherwise wherever the sleeve anchors may not properly anchor to the existing masonry.
2.2 FASTENERS AND HARDWARE
A. Carbon Steel Continuously Threaded Rod: ASTM A36 or ASTM A193 Grade B7.
2.3 ADHESIVE ANCHORS
A. Cartridge Injection Hybrid Adhesive Anchors: two-component material consisting of resin, hardener, cement and water, suitable for fastening into material containing voids and holes. For use in hollow concrete masonry, brick with holes, and multi-wythe brick construction.
1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
a. HIT HY 270 System with HAS-E (ISO 898 Class 5.8 grade 58) threaded rods, Hilti.
b. AC100+ Gold Adhesive with A307 threaded rod, for use in hollow concrete masonry, DEWALT/ Powers.
2. ASTM A563 heavy hex carbon-steel nuts; ASTM F436 hardened carbon-steel washers; and ASTM A36 plate washers.
2.4 MECHANICAL ANCHORS
A. General: Anchor length shall be as necessary to provide the appropriate projection for the material that is being connected, the washer and full (100% of depth) engagement of the nut, and specified embedment. Embedment depth shall be respective to face of substrate (not attached material). See structural drawings for required minimum embedment of mechanical anchors; where no embedment is specified, provide anchors of sufficient length to result in manufacturer's maximum recommended effective embedment depth.
B. Basis of design: Structural anchors have been designed using Hilti products as basis of design. Where alternative anchors are substituted which are manufacturer rated as a weaker product for the given application, even when listed as an approved available product, contractor shall decrease member spacing (thereby increasing quantity of anchors) by a proportional amount as part of the base bid.
C. Sleeve Anchors: Torque-controlled, exhibiting follow-up expansion under load, with provision for rotation prevention during installation. Type and size as indicated on Drawings. Suitable for fastening into material containing voids and holes, hollow concrete, hollow concrete masonry, and solid brick.
1. Interior Use: Unless otherwise indicated on the Drawings, provide carbon steel anchors manufactured from materials conforming to ISO 898 Part 1, with zinc plating equivalent to ASTM B633, Type III Fe/Zn 5 (5µm min.).
2. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
a. Hilti HLC.
b. DeWalt/ Powers Lok/Bolt.
PART 3 - EXECUTION
3.1 INSTALLATION
A. General
1. Drill holes with rotary impact hammer drills using carbide-tipped bits and core drills using diamond core bits. Drill bits shall be of diameters as specified by the anchor manufacturer. Unless otherwise shown on the Drawings, all holes shall be drilled perpendicular to the concrete surface. Drill hole to the specified nominal embedment plus additional length as specified by the Anchor Manufacturer.
2. Cored Holes: Where anchors are to be installed in cored holes, use core bits with matched tolerances as specified by the manufacturer. Acrylic Adhesive Anchors shall not be installed in core drilled holes.
3. Embedded Items: Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items. Notify the Engineer if reinforcing steel or other embedded items are encountered during drilling. Take precautions as necessary to avoid damaging prestressing tendons, electrical and telecommunications conduit, and gas lines.
4. Base Material Strength: Unless otherwise specified, do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
5. Observe manufacturer recommendations with respect to installation temperatures for cartridge injection adhesive anchors and capsule anchors.
6. Perform anchor installation in accordance with manufacturer instructions.
B. Cartridge Injection Adhesive Anchors:
1. Prepare all holes per manufacturer instructions by cleaning to remove loose material and drilling dust prior to installation of adhesive. Systems specifically manufactured and tested to allow installation in unclean holes, such as the "Safe Set" system by Hilti, are permitted only after notification and approval by Engineer of Record.
2. Holes shall be dry or damp. Wet holes may be acceptable only after notification and approval by Engineer or Record and with use of adhesive suitable for wet conditions.
3. Follow manufacturer recommendations to ensure proper mixing of adhesive components.
4. Inject adhesive into holes proceeding from the bottom of the hole and progressing toward the surface in such a manner as to avoid introduction of air pockets in the adhesive.
5. Sufficient adhesive shall be injected in the hole to ensure that the annular gap is filled to the surface.
6. Remove excess adhesive from the surface.
7. Shim anchors with suitable device to center the anchor in the hole.
8. Do not disturb or load anchors before manufacturer specified cure time has elapsed.
3.2 QUALITY CONTROL
A. Correct deficiencies in or remove and replace anchors that inspections and test reports indicate do not comply with specified requirements.

END OF SECTION 051000

SECTION 051200 – STRUCTURAL STEEL FRAMING
PART 1 – GENERAL
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
1.2 SUMMARY
A. This Section includes fabrication and erection of structural steel work, as shown on drawings including schedules, notes, and details showing size and location of members, typical connections, and types of steel required.
1. Structural steel is that work defined in American Institute of Steel Construction (AISC) "Code of Standard Practice" and as otherwise shown on drawings.
2. Furnish and install diaphragm angles and plate.
3. Furnish and install roof opening frames.
B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section "Structural Special Inspection."
2. Division 5 Section "Structural Anchors."
3. Division 5 Section "Steel Decking."
1.3 DEFINITIONS
A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
1.4 QUALITY ASSURANCE
A. Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
B. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the Work.
C. Comply with applicable provisions of the following specifications and documents:
1. AISC 360 "Specification for Structural Steel Buildings."
2. AISC 303 "Code of Standard Practice for Steel Buildings and Bridges."
3. American Welding Society's (AWS) D1.1-2010 "Structural Welding Code – Steel."
4. ASTM A 6 "Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling."
5. AISC – Steel Construction Manual, 14th Edition.
6. AWS – "Standard for AWS Certified Welders" AWS QC7-93.
7. SSPC – Steel Structures Painting Manual, Volume 1 and 2, latest edition.
8. SSPC Surface Preparation Specification, SP1 through SP15.
D. Welding Qualifications and Standards: Qualify procedures and personnel in accordance with applicable provisions of AWS D1.1 "Structural Welding Code – Steel" and AISC 360.
1. All shop and field welding shall be performed by personnel qualified by AWS procedure and who have engaged in the necessary processes of welding during each six-month period since the latest qualification.
1.5 DELIVERY, STORAGE, AND HANDLING
A. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
PART 2 - PRODUCTS
2.1 STRUCTURAL STEEL MATERIALS
A. All structural steel shapes shall be new, unused and perfect stock, free from millscale, rust, flake, pitting, and imperfections, without bends, kinks, and distortions. Shop splicing of members will only be permitted if the member exceeds maximum mill length.
B. Channels, Angles, Plates and Bars: ASTM A36, Grade 36.
C. Welding Electrodes: Comply with AWS requirements.
2.2 PRIMER
A. Primer for uncoated steel: Fast-drying, low VOC, lead- and chromate-free, non-asphaltic, rust-inhibiting primer. Primer to be formulated for application over SSPC SP2 or SP3 prepared surfaces.
2.3 FABRICATION
A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate structural steel according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," AISC 360, and other specifications referenced in this Section and in Shop Drawings.
B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1.
2.4 SHOP CONNECTIONS
A. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work. Remove all cracks, pores, slag inclusions, incomplete fusions, and incomplete penetrations over ½" long in any weld and reweld.
2.5 SURFACE PREPARATION FOR COATINGS
A. Surface Preparation: Clean surfaces to be painted. Remove dirt, loose rust, loose mill scale, and spatter, slag, or flux deposits. Wipe steel surfaces with solvent to remove rolling oils that impair primer bond. Prepare surfaces according to SSPC specifications by SSPC-SP 2 "Hand Tool Cleaning".
2.6 SHOP PRIMING
A. General: Structural steel shall not be exposed to open atmospheric conditions between surface preparation and priming. Priming operation shall be performed in continuous operation with surface preparation.
B. Shop prime steel surfaces, except the following:
1. Surfaces embedded in concrete or mortar other than column bases and steel lintels. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils. Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
2. Apply 2 coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.
D. Application
1. Steel to be concealed by other trades or which is exposed to view more than 20 feet above or lateral to a walking surface below may have primer applied by brushing, spraying, rolling, flow coating, dipping or other suitable means, at the election of the fabricator.
2. Steel to be exposed to view in the finished structure less than 20 feet above or to a walking surface shall have primer applied by spraying or smooth nap roller.
PART 3 - EXECUTION
3.1 EXAMINATION
A. Before erection proceeds, and with the steel erector present, verify elevations of concrete and masonry bearing surfaces and locations of anchorages for compliance with requirements.
B. Do not proceed with erection until unsatisfactory conditions have been corrected.
3.2 ERECTION
A. Do not use thermal cutting during erection unless specifically approved by the Engineer.
B. After erection, remove weld flux, rust, dirt or other foreign material from areas to receive touch-up paint. Repaint areas where protective coating has been damaged or is missing with shop primer paint.
3.3 FIELD CONNECTIONS
A. Weld Connections: Comply with AWS D1.1 for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding. Remove all cracks, pores, slag inclusions, incomplete fusions, and incomplete penetrations over ½" long in any weld and reweld.
1. Comply with AISC 303 and AISC 360 for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
3.4 QUALITY CONTROL
A. General: The Owner will engage an independent testing and inspecting agency to perform inspections and tests and to prepare test reports. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements. Failure to detect any defective materials shall not prevent later rejection when such defect is discovered, or obligate the Architect or Owner for final acceptance.
1. See Section 014110 – Structural Special Inspections and Contract Drawings for testing and inspection to be performed.
2. Provide access for testing agency to places where structural steel work is being installed so that required inspection and testing can be accomplished.
3. Reports will be delivered to the Architect and the General Contractor within one week of inspection.
4. Deviations from requirements of the contract documents will be reported in writing to the General Contractor within 24 hours.
B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
3.5 REPAIRS AND PROTECTION
A. Touchup Priming: Immediately after erection, clean field welds, bolted connections, abraded areas of shop primer, and exposed areas where primer is damaged or missing. Apply primer using same material as used for shop painting to comply with SSPC-PA 1 for touching up shop painted surfaces.
1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning for standard primers and SSPC-SP6 Commercial Blast Cleaning for zinc-rich primers.
2. Apply by brush or spray to provide a minimum dry film thickness of 1.5 mils (0.038 mm).

END OF SECTION 051200

SECTION 053100 – STEEL DECKING
PART 1 – GENERAL
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
1.2 SUMMARY
A. This Section includes the following:
1. Steel roof deck.
2. Long-span steel roof deck.
B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section "Structural Special Inspection."
2. Division 5 Section "Structural Steel Framing."
1.3 ACTION SUBMITTALS
A. General: Furnish submittals in quantity, format, and other Conditions of the Contract and as specified in Division 1 of the Project Manual.
B. Product data including manufacturer's specifications and installation instructions for each type of deck, accessory, and product specified.
C. Shop drawings showing layout and types of deck panels, anchorage details, reinforcing channels, pans, deck openings, special jointing, accessories, and attachments to other construction.
1. Shop drawings which show the Architect's or Engineer's title block, logo and/or seal will be rejected and returned unchecked.
2. Shop drawing resubmittals are reviewed for conformance with review marks only. Any changes or questions originating on a resubmittal shall be clearly clouded.
1.4 QUALITY ASSURANCE
A. Codes and Standards: Comply with provisions of the following codes and standards, except as otherwise indicated.
1. American Iron and Steel Institute (AISI), "Specification for the Design of Cold-Formed Steel Structural Members."
2. Steel Deck Institute (SDI), "Design Manual for Composite Decks, Form Decks and Roof Decks."
B. Installer Qualifications: Engage an experienced Installer who has completed steel deck similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
1.5 DELIVERY, STORAGE, AND HANDLING
A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.
B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.
PART 2 – PRODUCTS
2.1 MANUFACTURERS
A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
1. Epic Metals Corp.
2. New Millennium Building Systems, LLC.
3. Vulcraft Div. Of Nucor Corp.
2.2 ROOF DECK
A. Steel Roof Deck: Fabricate panels without top-flange stiffening grooves conforming to SDI Publication No. 28 "Specifications and Commentary for Steel Roof Deck" and the following:
1. Galvanized-Steel Sheet: ASTM A 446, Grade A, G 60 zinc coated according to ASTM A 653.
2. Deck Profile: Type WR, wide rib.
3. Deck Profile: Type 3DR, deep rib.
4. Profile Depth: as indicated on drawings.
5. Design Uncoated-Steel Thickness: 0.0295 inch.
6. Span Condition: As indicated on drawings.
7. Side Joints: nested.
2.3 ACCESSORIES
A. General: Provide accessory materials for steel deck that comply with requirements indicated and recommendations of the steel deck manufacturer.
B. Mechanical Fasteners: Manufacturer's standard, corrosion-resistant, low-velocity, powder-actuated or pneumatically driven carbon steel fasteners; or self-drilling, self-threading screws.
C. Self Drilling Steel Screws: Manufacturer's standard hexagonal washer head, self-drilling, carbon steel screws. Screws shall be zinc electroplated to 5µm (minimum) thickness in accordance with ASTM B633 SC1 Type III. Select point type and size and thread length per manufacturer's recommendations to fully engage in the base material.
1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
a. Hilti S-MD.
D. Powder or Pneumatic Fasteners: Modified AISI 1070 steel, minimum hardness 54 Rockwell C, minimum tensile strength of 285 ksi, and minimum shear strength of 175 ksi; with zinc plating equivalent to ASTM B633, Type III Fe/Zn 5 (5µm min.). Fasteners shall have knurled shanks, forged ballistic point, and minimum 12 mm steel washers for bar joists and 15 mm steel washers for structural steel.
1. Available Products: Subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:
a. Bar Joist and Structural Steel with thickness of 1/8" up to and including 3/8": Hilti X-HSN 24.
b. Structural Steel 1/4" or thicker: Hilti X-ENP-19 L15.
E. Miscellaneous Roof Deck Accessories: Steel sheet, 0.0359-inch-thick minimum infill plates, finish strips, and reinforcing channels, of same material as roof deck.
F. Steel Sheet Accessories: ASTM A 446, G 60 coating class, galvanized according to ASTM A 653.
G. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight. Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
1. ZRC Galvilite, ZRC Worldwide.
PART 3 – EXECUTION
3.1 EXAMINATION
A. Examine supporting framing and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance of steel deck.
3.2 PREPARATION
A. Locate decking bundles to prevent overloading of supporting members.
3.3 INSTALLATION, GENERAL
A. Install deck panels and accessories according to applicable specifications and commentary of SDI Publication No. 28, manufacturer's recommendations, and requirements of this Section.
B. Place deck panels on supporting framing and adjust to final position with ends accurately aligned and bearing on supporting framing before being permanently fastened. Do not stretch or contract side lap interlocks.
1. Align deck panels with end laps over joists. All decking shall splice over joist supports.
C. Place deck panels flat and square and fasten to supporting framing without warp or deflection.
D. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to the decking.
E. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of decking, and support of other work.
F. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's instructions.
G. Where options in fastening methods are given, fastening method of deck shall be compatible with supporting framing; including consideration for thickness of supporting steel.
3.4 ROOF DECK INSTALLATION
A. Fasten roof deck panels to steel supporting members as follows:
1. Fasten to structural steel supporting members with self-drilling No. 12- diameter or larger carbon steel screws or powder actuated fasteners at each support.
2. Fastener Spacing: Screw or pin deck units at ends and all intermediate supports. Space fasteners a maximum of 12 inches on center, with a minimum of four fasteners per unit at each support.
B. Side Lap Fastening: Fasten side laps between supports at intervals not exceeding 36 inches with self-drilling No. 10- diameter or larger carbon steel screws.
C. Perimeter Edge Fastening:
1. Fasten perimeter edges of deck to steel supporting members and angles with No. 12- diameter or larger carbon steel screws or powder actuated fasteners spaced a maximum of 12 inches on center.
D. End Bearing: Install deck ends over supporting framing with a minimum end bearing of 1-1/2 inches, with end joints as follows:
1. End Joints: Lapped 2 inches minimum.
E. Where layout of deck does not align bottom flute with edge angles / bulb tees / structure for sidelap or complete perimeter fastening, provide continuous z-plate along deck edge and fasten to structure and deck in accordance with perimeter edge fastening requirements.
F. Roof Sump Pans and Sump Plates: Install over openings provided in roof decking, and screw flanges to top of deck. Space screws not more than 12 inches apart with at least one screw at each corner.
G. Miscellaneous Roof Deck Accessories: Install infill plates, finish strips, cover plates, end closures, and reinforcing channels according to deck manufacturer's recommendations. Screw to substrate to provide a complete deck installation.
3.5 QUALITY CONTROL
B. General: The Owner will engage an independent testing and inspecting agency to perform inspections and tests and to prepare test reports. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements. Failure to detect any defective materials shall not prevent later rejection when such defect is discovered, or obligate the Architect or Owner for final acceptance.
1. See Section 014110 – Structural Special Inspections and Contract Drawings for testing and inspection to be performed.
2. Provide access for testing agency to places where steel decking work is being installed so that required inspection and testing can be accomplished.
3. The General Contractor shall provide the testing agency a complete set of approved shop drawings.
4. Reports will be delivered to the Architect and the General Contractor within one week of inspection.
5. Deviations from requirements of the contract documents will be reported in writing to the General Contractor within 24 hours.
6. Correct deficiencies in or remove and replace steel deck that inspections and test reports indicate do not comply with specified requirements.
3.6 REPAIRS AND PROTECTION
A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces with galvanized repair paint according to ASTM A 780 and the manufacturer's instructions.

END OF SECTION 053100

SPECIFICATIONS

STATE OF KENTUCKY
DANIEL J. KUBICAN JR.
20712
LICENSED PROFESSIONAL ENGINEER

BLACK & WILLIAMS NEIGHBORHOOD CENTER
GYMNASIUM BUILDNG IMPROVEMENTS
498 GEORGETOWN ST. - LEXINGTON, KENTUCKY

johnson • early • architects
131 prosperous place, suite 19b • lexington, kentucky 40509
phone: 859-259-1515 • fax: 859-231-5060 • e-mail: earlyjb@jearchitects.net

jea

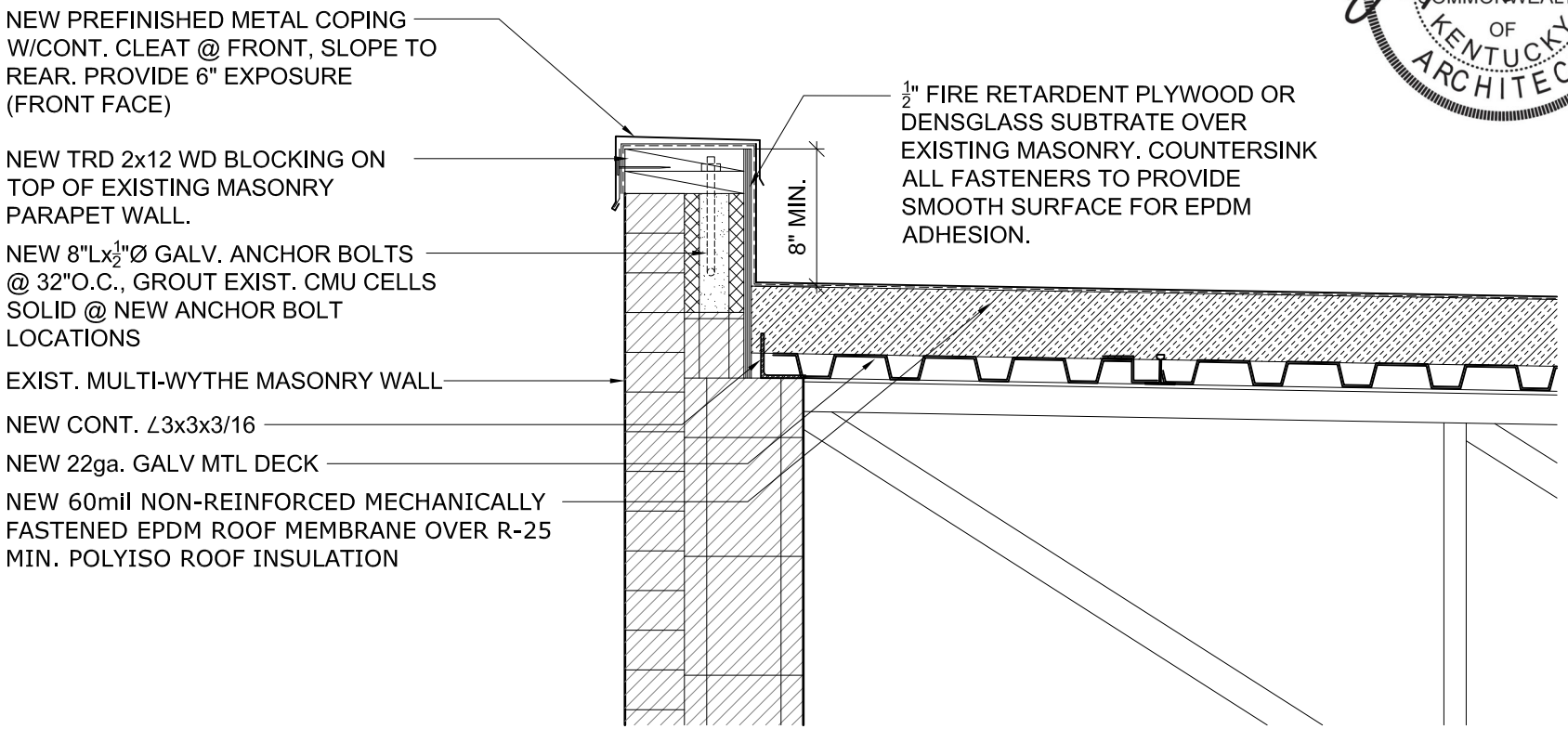
SHEET NO.
S2.1

SPECIFICATIONS

DATE	DRAWN BY	CHECKED	REVISIONS
DECEMBER 8, 2023	DK	DK	

PROPOSAL REQUEST #08

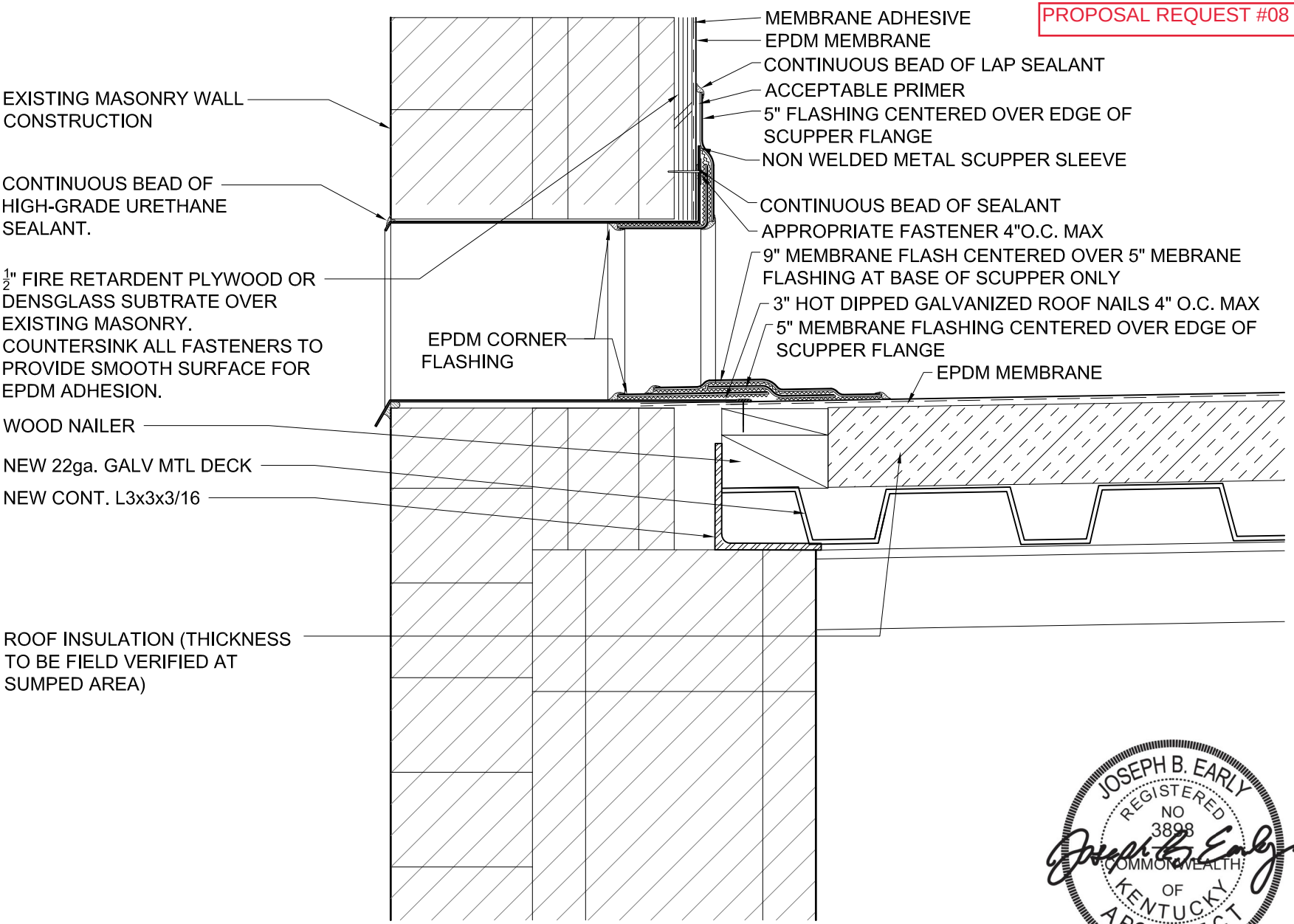
JOSEPH B. EARLY
REGISTERED
NO
3898
COMMONWEALTH
OF
KENTUCKY
ARCHITECT



A
A1.3

PARAPET DETAIL

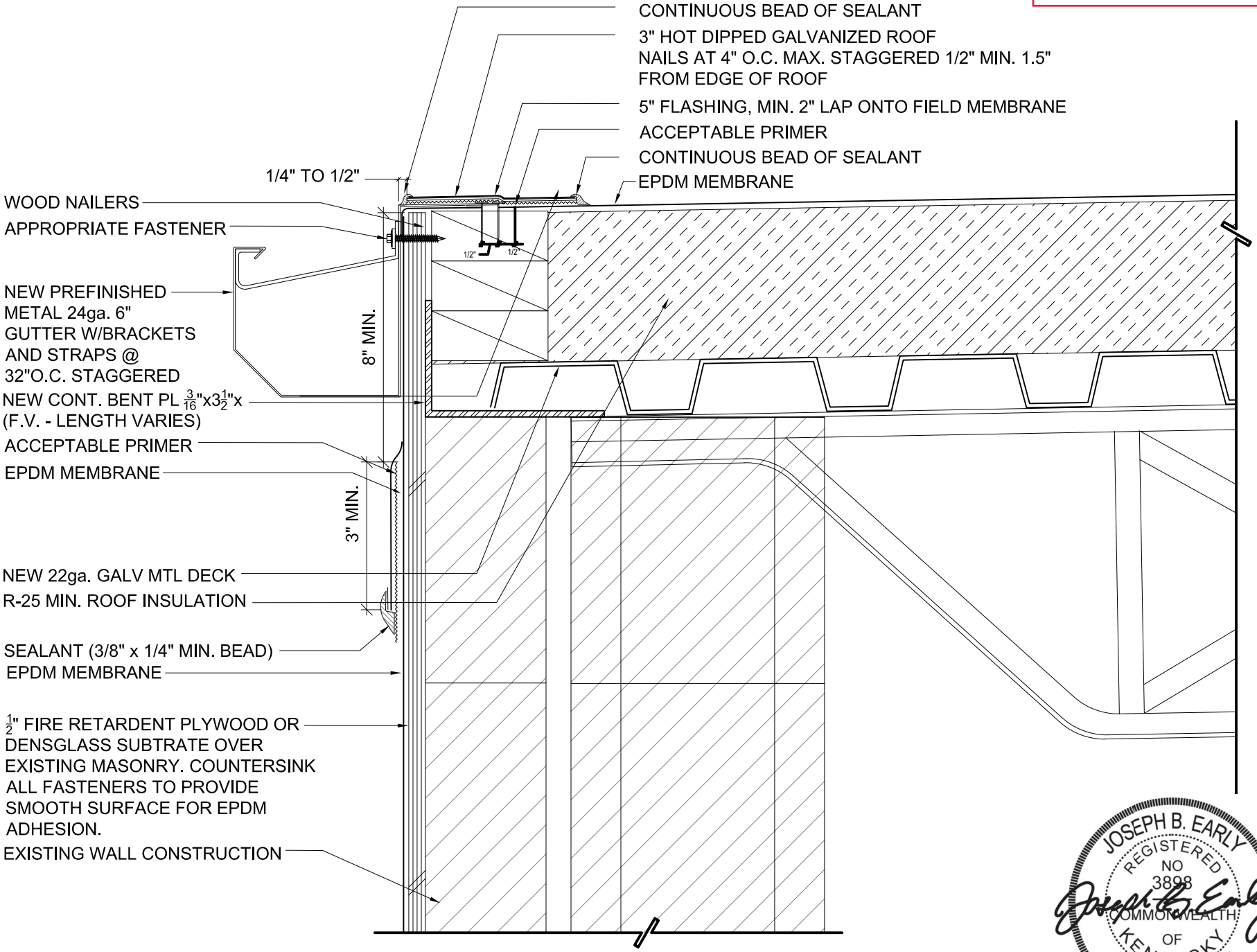
SCALE: 1" = 1'-0"



C / A1.3

THRU-WALL SCUPPER DETAIL

SCALE: 3" = 1'-0"



JOSEPH B. EARLY
REGISTERED
NO
3898
COMMONWEALTH
OF
KENTUCKY
ARCHITECT

E
A1.3

ROOF EDGE (GUTTER) DETAIL

SCALE: 3" = 1'-0"

OMNI

GENERAL CONTRACTING | DESIGN-BUILD | CONSTRUCTION MANAGEMENT

PROPOSAL REQUEST #08 - PRICING

2025 Leestown Road, Suite B
Lexington, KY 40511
Phone (859) 254-0011
tharris@omnicommercialky.com

DATE **January 19, 2023**
LFUC-Black and Williams Neighborhood Ctr

CUSTOMER LFUC-Black and Williams Neighborhood Ctr
498 Georgetown St Ledxington KY 40509

Att: Daniel Thornberry

DESCRIPTION	TOTAL
CO-006-PCO 008 Roof Deck Demo	
Added 113 additional days to schedule for for PCO oo8 Schedule attached New final completion date	
PM for 113 Days	$13,156.60
Site Manager for 113 Days	$39,469.80
Fence Rental	$4,667.50
Semper FI Gyp Deck Demo and Steel Deck Replacement per PCO-008 Brandon Place confirm	$102,000.00
Confirmed Bond Fee ????	
LFUCG Requested Deducts	
Deductive Credit for Difference in Deck Replacment Pricing	($5,000.00)
Add Alternate #1 Deduct moving forward with 20 year roof System	($30,588.00)
Credit to LFUCG 190 SF of Gyp Deck Repairs	($7,222.00)
Excludes any unknown cmu cavity filling or unknown conditions if required to supoport steel angle.	
Proposal good for 30 days	

Change Order Amount		$116,483.90
GC Mark-Up	$	17,472.59
Bond Fee	$	4,018.69
TOTAL AMOUNT OF THIS CHANGE ORDER	$	137,975.18
Original Contract Amount	$	1,319,588.00
Contract Amount with Previous Change Orders #1	$	1,340,458.00
Total Contract Amount with Change Orders	**$**	**1,478,433.18**

PROPOSAL REQUEST #08 PRICING
(BACKUP DOCUMENTATION)

Travis Harris

From: Audrey Tyree
Sent: Friday, January 19, 2024 3:42 PM
To: Brandon Tyree; Travis Harris; Jeffrey Weneck
Subject: Semper Fi pricing breakdown

Demolition of original roof decking labor $25,000

Installation of new steel roof decking.
Type A to include material costs* $32,800
Labor cost $15,200
($25,000 for metal after taxes, $5,000 for all fasteners, $2,800 in metal beams, flux, welding materials)

Installation of structural angle iron to include 5/8 in angle iron $5,000

Material disposal $4,500

Rental Equipment (lifts and welding generators) $13,000

General conditions, Cleaning and interior protection $6,500

Audrey Tyree
Office Administrator | OMNI Commercial

M 859.979.1565 | **P** 859.254.0011
E audrey@omnicommercialky.com

2025 Leestown Rd, Suite B, Lexington, KY 40511
omnicommercialky.com

OMN

GENERAL CONTRACTING | DESIGN-BUILD | CON

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a writt
with its deletion, so that we can ensure such a mistake does not occur in the future.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH OMNI COMMERCIAL, LLC, FOR THE BLACK AND WILLIAMS NEIGHBORHOOD CENTER GYMNASIUM RENOVATION PROJECT, INCREASING THE CONTRACT PRICE BY $153,232.49 AND RAISING THE TOTAL CONTRACT PRICE FROM $1,325,201.62 TO $1,478,434.11, TO BE PAID WITH FUNDS AWARDED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA), AND ADDING ONE HUNDRED AND THIRTEEN (113) CALENDAR DAYS TO THE CONSTRUCTION SCHEDULE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with Omni Commercial, LLC, for the Black and Williams Neighborhood Center Gymnasium Renovation Project, increasing the contract price by $153,232.49 and raising the total contract price from $1,325,201.62 to $1,478,434.11, to be paid with funds awarded under the American Rescue Plan Act of 2021 (ARPA), and adding one hundred and thirteen (113) calendar days to the construction schedule.

Section 2 – That an amount, not to exceed the sum of $153,232.49, is hereby authorized for payment to Omni Commercial, LLC, from account # 3230-707201-91012, pursuant to the terms of Change Order No. 2.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0115-24:GET:4890-3908-1120, v. 2

RESOLUTION NO. 063 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH OMNI COMMERCIAL, LLC, FOR THE BLACK AND WILLIAMS NEIGHBORHOOD CENTER GYMNASIUM RENOVATION PROJECT, INCREASING THE CONTRACT PRICE BY $153,232.49 AND RAISING THE TOTAL CONTRACT PRICE FROM $1,325,201.62 TO $1,478,434.11, TO BE PAID WITH FUNDS AWARDED UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA), AND ADDING ONE HUNDRED AND THIRTEEN (113) CALENDAR DAYS TO THE CONSTRUCTION SCHEDULE.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with Omni Commercial, LLC, for the Black and Williams Neighborhood Center Gymnasium Renovation Project, increasing the contract price by $153,232.49 and raising the total contract price from $1,325,201.62 to $1,478,434.11, to be paid with funds awarded under the American Rescue Plan Act of 2021 (ARPA), and adding one hundred and thirteen (113) calendar days to the construction schedule.

Section 2 – That an amount, not to exceed the sum of $153,232.49, is hereby authorized for payment to Omni Commercial, LLC, from account # 3230-707201-91012, pursuant to the terms of Change Order No. 2.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0115-24:GET:4890-3908-1120, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0116-24

File ID:	0116-24	**Type:**	Resolution	**Status:**	Removed From Docket
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/25/2024
File Name:	Summit merger			**Final Action:**	03/07/2024

Title: A Resolution authorizing the merger between Summit Biosciences, Inc., Peac Merger Sub Inc., and Kindeva Drug Delivery L.P. for the purposes of the JOBS Fund Agreement between the Lexington-Fayette Urban County Government and Summit Biosciences, Inc., and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary documents related to this merger authorization. [Mayor's Office, Atkins]

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	bluesheet memo - Summit merger 20240124, agreement summit biosciences, 116-24- Merger authorization Summit 4864-1966-9413 v.1.docx	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Removed From Docket				Pass

Text of Legislative File 0116-24

Title

A Resolution authorizing the merger between Summit Biosciences, Inc., Peac Merger Sub Inc., and Kindeva Drug Delivery L.P. for the purposes of the JOBS Fund Agreement between the Lexington-Fayette Urban County Government and Summit Biosciences, Inc., and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary documents related to this merger authorization. [Mayor's Office, Atkins]

Summary

Authorization for the merger of Summit (“Summit”) Biosciences with Kindeva Drug Delivery L.P. in compliance with the requirements of Summit’s Jobs Fund Incentive Agreement. No Budgetary impact. (L0116-24) (Atkins)

Budgetary Implications: No

Advance Document Review:

Law: Yes, Completed by [Evan Thompson, 1/25/2024]

Risk Management: NA

Fully Budgeted: NA

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

TO: Mayor Linda Gorton
Urban County Council

FROM: Craig Bencz
Administrative Officer Senior

CC: Kevin Atkins
Chief Development Officer

DATE: January 24, 2024

SUBJECT: Jobs Fund Request: Summit Biosciences - Consent to Merger

---

Request

Request Council authorization for merger of Summit ("Summit") Biosciences with Kindeva Drug Delivery L.P. in compliance with the requirements of Summit's Jobs Fund Incentive Agreement.

Reason for Request

Summit Biosciences received a Jobs Fund Incentive in October 2015 in the amount of $100,000. Summit has requested LFUCG's required consent for a merger between Summit and Kindeva Drug Delivery L.P. in compliance with the requirements of Section 4.1 of their Jobs Fund Incentive Agreement.

The Economic Development Investment Board reviewed this request during their January 23, 2024 meeting and recommended approval with the following conditions: the original requirements of the Jobs Fund Incentive will remain in place through the end of the ten-year compliance period; and the applicant will execute an updated Guaranty Agreement for the incentive funds.

What is the cost in this budget year and future budget years?

The cost for this FY is: N/A

The cost for future FY is: N/A

Are the funds budgeted?

N/A

File Number:

Director/Commissioner: Bencz/Atkins

INCENTIVE AGREEMENT

THIS INCENTIVE AGREEMENT ("Incentive Agreement") for Incentive funds related to economic development through the creation and retention of certain existing jobs, dated as of September ~~1~~ 29, 2015, is made by and between:

Lexington-Fayette Urban County Government,
an urban county government pursuant to KRS Chapter 67A
200 East Main Street
Lexington, Kentucky 40507 ("LFUCG")

and

Summit Biosciences
a Delaware corporation
~~271 Gold Rush Rd.~~ 1513 Bull Lea Rd
~~Suite 4~~
Lexington, Kentucky ~~40503~~ 40511 ("Company")

Recital

This Incentive Agreement provides for a forgivable Incentive in the amount of one hundred thousand dollars **($100,000.00)** from LFUCG to the Company pursuant to Ordinance No. 153-2013 and its Jobs Fund Program. In order to induce LFUCG to enter into this Incentive Agreement and to make the Incentive, the Company is willing and desires to make the warranties, covenants, and agreements contained and set forth herein.

SECTION 1
Definitions

As used in this Agreement:

"Accountant" shall mean the certified public accountant or firm of certified public accountants acting as the Company's accountant.

An "Affiliate" of, or a Person "Affiliated" with, a specified Person, is a Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the Person specified.

"Activation Period" shall mean the date certain that the Company has hired nine (9) new employees at a mean wage of $31.75 in the type(s) of positions represented in Exhibit A, which is attached hereto and incorporated herein by reference.

"Application" shall mean the Company's application for funding under LFUCG's Job Funding Program, which is attached hereto as Exhibit B and incorporated herein by reference.

"Compliance" shall mean the Company maintains the Jobs Requirement and Wage Requirement and otherwise complies with the provisions of this Agreement.

"Disbursement" shall mean the distribution of proceeds of the Incentive by LFUCG to Company;

"Employee" shall mean a Kentucky resident who maintains a permanent, Full-Time Job (as further defined herein at the Project Site, which shall be located in Fayette County, Kentucky, as opposed a part-time employee or independent contractor.

"Event of Default" shall mean the happening of any one or more of the events which constitute an event of default under Section 6 of this Incentive Agreement.

"Full Time Job" shall mean a job held by a person employed in the capacity provided in the Application (Exhibit B) for a minimum of thirty-five (35) hours per week and subject to the Kentucky Individual Income Tax imposed by KRS 141.020 and the local occupational license fee.

"Guarantor" shall mean Edwin A. Cohen, who shall provide a personal guaranty for repayment of the incentive agreement and note.

"Incentive" shall mean the Incentive in the principal amount set forth Section 2 of this Agreement.

"Incentive Documents" shall mean this Incentive Agreement, the Application and Exhibits to this Agreement, and all other instruments or agreements related thereto.

"Jobs Requirement" shall have the meaning set forth in Section 4.9 hereof;

"LFUCG" shall mean the Lexington-Fayette Urban County Government, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A.

"Note" shall mean the promissory note attached as Exhibit C to this Agreement, and shall include any renewal, replacement, extension, or notation thereof.

"Person" shall mean any person, firm, trust, corporation, partnership, limited liability company, business organization, or other entity.

"Project" shall mean the certain project consisting of the Company's acquisition, construction, equipping, and staffing of a facility within Fayette County, Kentucky.

"Project Site" shall mean the facility located at 1513 Bull Lea Road, Lexington, Kentucky 40511 together with all improvements and fixtures attached thereto.

"Repayment Penalty" shall mean the repayment required in the Event of a default as further defined in Section 4.9 of this Agreement.

"Request for Disbursement" shall mean a written request to the LFUCG for the making of a disbursement of the proceeds of the Incentive, in form, substance, and detail satisfactory to the LFUCG.

SECTION 2
The Incentive

LFUCG agrees to provide to the Company the Incentive funds in accordance with the terms and conditions of the Incentive Documents, as follows:

2.1 Amount. The principal amount of the Incentive shall be one hundred thousand dollars **($100,000.00)** as evidenced by the Note attached hereto and made a part hereof as Exhibit C.

2.2 Interest. The Incentive is forgivable and interest free in the event the Company is fully compliant. However, should an Event of Default occur under the terms of this Agreement, interest may be assessed up to the lesser of the rate of 2.099% interest plus three percentage points (3%) or twelve percent (12%), at the sole discretion of LFUCG or twelve percent (12%).

2.3 Disbursement. Disbursements of proceeds of the Incentive shall be made by the LFUCG to the Company in three or more draws (disbursements) upon (i) execution of this Agreement by each of the respective parties hereto, (ii) the full performance by The Company of each of the conditions precedent to the Incentive set forth in Article 8 of this Agreement and in each of the other Incentive Documents, and (iii) upon the receipt by LFUCG of a properly completed and executed Request for Disbursement, not less than ten (10) days prior to the date requested for the disbursement, to which shall be attached any supporting documentation requested by the LFUCG. Requests for Incentive proceeds may be submitted to the LFUCG not more frequently than once a quarter. The Company may request the first disbursement, which shall be for no more than fifty thousand dollars ($50,000), after the execution of the Incentive Agreement and the completion and submission of all Exhibits. The second disbursement, which shall be for no more than twenty-five thousand dollars ($25,000), may be requested after the Company submits Exhibit E to LFUCG attesting to the creation of three (3) new jobs. LFUCG shall timely review the sufficiency of the Exhibit and shall authorize disbursement upon satisfaction of compliance. The third disbursement, which shall be for no more than twenty-five thousand dollars ($25,000), maybe requested after the Company submits Exhibit E to LFUCG attesting to the creation of six (6) new jobs. LFUCG shall timely review the sufficiency of the Exhibit and shall authorize disbursement upon satisfaction of compliance.

2.4 Payments. The Company shall have the right at any time without penalty to prepay the Note in whole or in part. Any payments received shall reduce the amount

used for calculation of penalty payments. The Guarantors shall be personally liable for the repayment of the proceeds in an Event of Default.

2.5 Late Charges. If the Company fails to pay any installment of payment due pursuant to this agreement or interest required under within fifteen (15) days after the date such payment first becomes due, the Company shall pay to LFUCG a late charge equal to five percent (5%) of such payment.

SECTION 3
Security

The Note and the Incentive evidenced thereby are and shall be secured by and entitled to the benefits of the Security, which is in the form of the Guaranty, which is attached hereto and incorporated herein by reference as Exhibit D, which shall be delivered simultaneously with the execution of this Incentive Agreement by the Guarantor.

SECTION 4
General Covenants

The Company agrees that, until the terms of this Agreement are fulfilled, it shall perform, observe, and comply with each of the following:

4.1 Mergers, Sales, Transfers, Redemptions, and Other Dispositions of Assets, or Dissolution. The Company shall not, without the prior written consent of LFUCG (which consent shall not be unreasonably withheld):

(a) Liquidate or dissolve or take any action with a view toward liquidation or dissolution;

(b) Substantially cease its business operations at the Project Site; or

(c) Enter into any agreement for the assumption of the Incentive by any other Person.

(d) Undertake a change in majority ownership, management, or control.

4.2 Financial Statements and Business Records. The Company shall keep true and complete financial records prepared with generally accepted accounting principles consistently applied, and keep business records in accordance with good business practices in the industry. Upon LFUCG's request or the request of its Economic Development Investment Board at reasonable times and places, the Company shall make its business records available to LFUCG for inspection on a confidential basis. During the term of the Incentive, the Company shall furnish to

LFUCG annual financial reports prepared by the Accountant in a form satisfactory to LFUCG. With the annual report, the Company shall include a cover letter stating its average annual employment at the Project Site. Insofar as is possible under applicable laws, the financial reports and annual report shall be deemed confidential business information and shall be treated by LFUCG as exempt from inspection under the Kentucky Open Records Act as records confidentially disclosed to it under KRS 61.878.

4.3 Designation of Agent. The Company shall at all times have a properly designated agent to accept service of process who is a resident of or has offices in the Commonwealth of Kentucky. The Company shall notify LFUCG of the name and address of such agent and of any change in the name or address of such agent.

4.4 Taxes and Other Obligations. The Company shall pay, before any of them becomes in arrears, all taxes, assessments, governmental charges, levies, and any other claims (for example, for labor, materials, or supplies) which, if unpaid, might become a lien or charge upon the Project Site or any other of the Company's property, unless the Company is contesting the same in good faith and has posted a bond protecting the same in such form and amount and with such parties as may be approved by LFUCG.

4.5 Use of Incentive Proceeds. The proceeds of the Incentive shall be used exclusively for the purposes described in the Application

4.6 Properties and Insurance. The Company shall maintain its real property, buildings, and other fixed assets located at the Project Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of leases and other material agreements in order to prevent loss or forfeiture. All real property, personal property, or collateral located at the Project Site is and will remain insured against loss during the life of the Incentive. The Company shall provide LFUCG with a copy of the current insurance policy for the building and other fixed assets upon request. Failure to maintain insurance coverage as set forth herein shall constitute an Event of Default as set forth in Section 6 hereof.

4.7 Entity Existence. The Company shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse effect on its ability to meet its obligations hereunder.

4.8 Compliance with Law. The Company shall comply in all material respects with all valid and applicable statutes, rules, and regulations of the United States of America, of the States thereof and their counties, municipalities, and other subdivisions, and of any other jurisdiction applicable to it, and the provisions of licenses issued to it, except where non-compliance (a) would not have a material adverse effect on the Company's ability to meet its obligations hereunder, or (b) shall be currently contested in good faith by appropriate proceedings, timely instituted, which shall operate to stay any order with respect to noncompliance.

4.9 Employment. The Company agrees to create at least nine (9) new Full Time Jobs at the Project Site for a total of at least thirty-seven (37) jobs by no later than two years from the execution of this agreement, and further agrees to maintain said jobs through year ten (10) ("Jobs Requirement") as further provided in the Application and certified in the compliance form (Schedule 1 to Exhibit E). Failure to create and maintain said Full Time Jobs for each year as herein provided shall constitute an Event of Default as set forth in this Agreement and may result, in LFUCG's sole discretion: (i) in repayment of Incentive funds as further provided herein (the "Repayment Penalty", (ii) the assessment of an interest penalty at the rate provided in Section 2.2 of this Agreement, or (iii) or both. The Repayment Penalty shall be calculated in accordance with the formula provided in Section 4.10, below as the percentage of Jobs not created multiplied by the total unforgiven principal of the Incentive Proceeds to LFUCG for each new Full Time Job not so created or maintained for each year that the Jobs Requirement is not met, or (if less) the amount of outstanding principal, said sum to be applied against outstanding principal. If at any time after activation period referenced herein has elapsed, it is determined by the LFUCG that the employment conditions contained herein have not been met, then at that time, LFUCG may assess the Company the funds due it per the foregoing formula and, also, in its sole discretion, assess the interest rate as set forth above as a penalty. The Company hereby agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), any additional employment information to LFUCG which LFUCG reasonably deems necessary to determine the Company's compliance with the Jobs Requirement. If during the initial nine (9) years of this Agreement, the Company fails to establish and/or maintain any of the Required Jobs (i.e., none of the jobs are created or maintained) for a period of time exceeding twelve months, LFUCG, in its sole discretion, may require that Company repay the entire amount of the Incentive immediately, with any applicable interest penalty.

4.10 Wage Requirement. In addition to the requirement in Section 4.9, above, the Company acknowledges and agrees that the newly created Full Time Jobs must pay annual mean average wages of at least $31.75, exclusive of benefits or other forms of compensation, including, but not limited to, bonuses and commissions (referred to as the "Wage Requirement"). As evidence of compliance with Sections 4.9 and 4.10 herein, the Company agrees to provide, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), an employee roster as of one (1) year from the execution of the agreement, and each year thereafter, which shall include the wages for each individual employee who holds a new Full Time Job at the Project Site (Schedule 1 to Exhibit E). The LFUCG may request additional compliance reports as necessary.

Failure to maintain the Wage Requirement (or Jobs Requirement) each year will result in a repayment by the Company to LFUCG of a proportionate amount of the Incentive, for each job that fails to meet the Wage Requirement as follows:

$$\frac{(\$31.75 \text{ minus Actual Annual Avg Wage})}{\$31.75} \times \frac{\$100{,}000}{\text{Years remaining}}$$

Positions that are not filled shall be calculated at a salary of $0.00 for the calculation of the Actual Annual Average Wage. Positions that are filled shall be calculated at their hourly salary exclusive of benefits for the calculation of the Actual Annual Average Wage.

The Incentive Amount is $100,000 and that amount shall be used for the calculation of penalty payments. In the instance that some amount has been forgiven, the Incentive Amount shall be adjusted according to section 7.2 of this Agreement.

In the event the jobs created and maintained by the Company at the Project Site fail to satisfy the Jobs Requirement and/or the Wage Requirement as specified above, the applicable repayment shall be calculated by LFUCG in accordance with this Section 4.10, to be paid by the Company to LFUCG and shall be due and payable thirty (30) days after receipt of notice from LFUCG of the amount due based upon the LFUCG's calculation.

4.11 Shut Down Repayment. Should the Company close, shut down, or for any reason permanently cease operation of the Project during the term of this Agreement, the entire amount of the Incentive received by company hereunder, less any other repayments received by LFUCG pursuant to the terms of this Agreement shall be due and payable to the LFUCG immediately.

4.12 Right to Inspect. The LFUCG shall, at any time upon reasonable notice have the right to inspect any and all records relating to the Project and to inspect the Company's premises relating to the Project in order to determine compliance with the Jobs and Wage requirement as well as to monitor the progress of the Project.

4.13 Indemnification. The Company shall indemnify, defend, and save harmless the LFUCG and their boards, directors, officers, agents, and employees (the "Indemnities") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) arising out of or in connection with the Company's execution and performance of this Agreement except in the case of any Indemnitee to the extant such loss, liability, or expense is due to the gross negligence or willful misconduct of such Indemnitee. The Company acknowledges that the foregoing indemnities shall survive the termination of this agreement.

SECTION 5
Representations and Warranties

The Company hereby represents and warrants to LFUCG as follows (which warranties and representations shall be deemed to survive the execution of this Incentive Agreement):

5.1 Existence. The Company is a duly organized and validly existing corporation under the laws of the State of Delaware, qualified to do business in Kentucky and in all other states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse affect on Company's ability to

meet its obligations hereunder. The Company shall preserve its entity existence as a corporation and shall be and remain qualified to do business in Kentucky and in all states in which it is required to be so qualified or in which the failure to be so qualified would have a material adverse affect on its ability to meet its obligations hereunder. The Company shall also preserve its entity existence as a corporation and shall be and remain qualified to do business in Fayette County, Kentucky.

5.2 Right to Act. The Company has the legal power, capacity, and right to execute and deliver all of the Incentive Documents to which it is a party, and to observe and perform all of the provisions of the Incentive Documents to which it is a party. Neither the Company's execution or delivery of the Incentive Documents, nor the performance or observance by the Company of the provisions of the Incentive Documents violates or any law applicable to it or otherwise constitute a default or a violation under, or result in the imposition of any lien under, or conflict with, or result in any breach of any of the provisions of, any existing contract or other obligation binding upon it or its property, with or without the passage of time or the giving of notice or both. The officer executing and delivering the Incentive Documents to which Company is a party on behalf of the Company has been duly authorized to do so, and the Incentive Documents to which it is a party referred to herein are legal, valid, and binding obligations of the Company enforceable in accordance with their respective terms, except to the extent enforceability thereof may be limited under applicable bankruptcy, moratorium, insolvency, or similar laws or by equitable principles.

5.3 Litigation and Taxes. No litigation or proceeding involving the Company is pending or overtly threatened in writing in any court or administrative agency, which would be reasonably likely to have a material adverse impact on the Company's financial condition or otherwise impair its ability to honor the commitments made herein (in each case after giving effect to applicable insurance coverage). The Company is not in default in the payment of any tax, nor is any assessment threatened in respect thereof (other than the assessment of ad valorem property taxes not yet due and payable), and has timely filed all federal, state, and local tax returns and has paid all taxes required to be paid therewith, except for matters being contested in good faith by appropriate proceedings, timely instituted.

5.4 Financial Statements. The Company's financial statements, heretofore furnished to LFUCG and/or its Economic Development Board, are true and complete in all material respects, have been prepared on the modified cash basis of accounting, omit no material contingent liabilities of any kind that are not disclosed or otherwise reflected therein, and fairly present its financial condition as of their dates and the results of the Company's operations for the respective fiscal period then ending. Since the date of their preparation, there has been no material adverse change in the Company's financial condition, properties, or businesses.

5.5 Default. No Event of Default exists under this Incentive Agreement, nor shall any such default begin to exist immediately after the execution and delivery hereof.

5.6 Last Dollar In. Consistent with the representations in the Application, the Company does represent and certify that the financial incentives being provided by the LFUCG are necessary for the expansion to occur and are the last funds received from a public or private entity for the creation of the jobs provided in Section 4.9, above.

SECTION 6
Events of Default

Each of the following shall constitute an Event of Default under this Incentive Agreement:

6.1 Payments. The failure of the Company to comply with the provisions of Section 4.9 or 4.10, above, or to make payments of principal or interest as provided in those sections under this Incentive Agreement when same shall be due and payable and the continuation of such failure for fifteen (15) days after such payment first becomes due.

6.2 Covenants and Agreement. If the Company violates, fails, or omits to perform or observe any non-monetary covenant, agreement, condition, or other provision contained or referred to in, or any non-monetary default occurs under, the Incentive Documents to which it is a party, and such failure or omission shall not have been fully corrected within thirty (30) days (or such shorter grace period as may be provided in the particular instrument for the particular default) after LFUCG has given written notice thereof to the Company. Notice is considered given upon receipt.

6.3 Accuracy of Statements. If any representation, warranty, or other statement of fact contained herein, or in any of the other Incentive Documents to which Company is a party or in any writing, certificate, report, or statement at any time furnished to LFUCG pursuant to or in connection with this Incentive Agreement, or otherwise, shall be materially false or misleading in any respect or shall omit a material fact, whether or not made with knowledge of same.

6.4 Adverse Financial Change. If there should be any material adverse change in the financial condition of the Company, as determined in LFUCG's reasonable discretion, from its financial condition as shown on any financial statement supplied to LFUCG as referred to in Sections 4.2 or 5.4 of this Incentive Agreement, and such adverse change is not fully corrected to LFUCG's satisfaction within thirty (30) days after written notice with respect thereto is provided to the Company from LFUCG.

6.5 Dissolution or Termination of Existence. If the Company or any person, firm, or corporation controlling the Company takes any action that is intended to result in the Company's termination, dissolution, or liquidation.

6.6 Solvency.

(a) If the Company shall (i) be adjudicated bankrupt, (ii) admit in writing its inability to pay its debts generally as they become due, (iii) make a general

assignment for the benefit of creditors, or (iv) file a petition, or admit (by answer, default or otherwise) the material allegations of any petition filed against it, in bankruptcy under the federal bankruptcy laws (as in effect on the date this Incentive Agreement, or as they may be amended from time to time), or under any other law for the relief of debtors, or for the discharge, arrangement or compromise of their debts.

(b) If a petition shall have been filed against the Company in proceedings under the federal bankruptcy laws (in effect on the day of this Incentive Agreement, or as they may be amended from time to time) or under any other laws for the relief of debtors, or for the discharge, arrangement, or compromise of their debts, or any order shall be entered by any court of competent jurisdiction appointing a receiver, trustee, or liquidator of all or any material part of the Company's assets, and such petition or order is not dismissed or stayed within thirty (30) consecutive days after entry thereof.

6.7 Other Defaults. If any event would give another Person or entity the right to accelerate payments of material indebtedness for borrowed money or to proceed against the Project Site.

6.8 Incentive Documents. For any reason, any of the Incentive Documents to which Company is a party shall cease to be in full force and effect, or shall be declared null and void, or shall be contested by the Company as to the validity or enforceability thereof.

SECTION 7
Remedies Upon Default

Notwithstanding any contrary provisions or inference herein or elsewhere:

7.1 Acceleration; Assessment of Interest Rate. If any Event of Default shall occur under this Agreement, LFUCG shall have the right, in its sole discretion, to declare the amount of any Repayment Penalty to be immediately due and payable, along with interest as provided in Section 2.2 of this Agreement.

7.2 Forgivability of Principal. The full principal amount of the outstanding Incentive proceeds received by company will be considered repayable in an event of default; provided, however, that once the Company is in compliance with the requirements of this Incentive Agreement for a period of five consecutive years, the principal amount shall be reduced and forgiven by ten thousand dollars ($10,000) each year thereafter that the Company remains in compliance beginning with the start of year 6 of this Incentive Agreement. For example, if the Company remains in compliance for years 1-5 of the Incentive Agreement, the principal amount shall be reduced to $90,000 at the beginning of year 6. If the Company remains in compliance for the entire term of this Incentive Agreement, the entire remaining principal amount shall be forgiven at the end of year 10.

7.3 Exercise of Remedies. The rights and remedies of LFUCG under the Incentive Documents shall be deemed to be cumulative and shall be in addition to all those rights and remedies afforded to LFUCG at law or in equity. Any exercise of any rights or remedies shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

SECTION 8
Conditions Precedent

LFUCG's obligation to make the Incentive shall be conditioned upon the fulfillment of the following conditions prior to the making of such Incentive:

8.1 Representations, Warranties, and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the Company in its application to LFUCG or relating to any of the Incentive Documents to which it is a party or instruments or transactions contemplated thereby shall be true, complete, and correct on and as of the date the Incentive is made and shall be so evidenced by a certificate executed by the Company's duly authorized officer, to be dated and delivered to LFUCG as of the closing date of this Incentive.

8.2 No Defaults. There shall exist no Event of Default and no event which, with the giving of any notice or the passage of any period of time, constitutes an Event of Default.

8.3 Compliance. The Company shall have observed or complied with all provisions of this Incentive Agreement.

8.4 Incentive Documents. The LFUCG and the Company shall have observed or complied with all provisions of this Agreement, as the same apply to each.

8.5 Insurance Policy. The Company shall have submitted to LFUCG a copy of an applicable certificate, in customary form, with respect to the current insurance coverage on the Project Site.

8.6 Employment Waiver and Authorization. The Company hereby authorizes LFUCG to request that the Office of Employment and Training within the Department for Workforce Investment ("OET") furnish to LFUCG, on a confidential basis (except as to information disclosed on the public website of LFUCG as to all projects approved by LFUCG), all information in the possession of OET concerning the number of people employed by the Company at the Project Site, and the number of hours worked by those employees. This authorization shall terminate upon the earlier of satisfactory completion of the Jobs Requirement or upon termination of this Incentive Agreement. The Company hereby releases OET from any and all responsibility for disclosing to LFUCG the information requested in connection with this Incentive Agreement.

8.7 LFUCG Approval. The LFUCG shall have supplied copies of any resolutions or ordinances authorizing the LFUCG's participation in the Incentive and execution of the Incentive Documents.

8.8 Corporate Existence and Authorization. The Company shall provide, at the request of the LFUCG, an original Certificate of Good Standing or equivalent from the Delaware Secretary of State's Office and copies of its Articles of Incorporation, and any amendments thereto. The company shall also provide at the request of the LFUCG a Certificate of Authority from the Kentucky Secretary of State's Office.

8.9 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the LFUCG or the Company of any of their respective rights and duties under this Agreement or the other Incentive Documents.

SECTION 9
Interpretation

9.1 No Waivers; Multiple Exercise of Rights. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power, remedy, or privilege by LFUCG shall operate as a waiver thereof, nor shall any right, power, remedy, or privilege of LFUCG be exclusive of any other right, power, remedy, or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute, or otherwise. Each such right, power, remedy, or privilege may be exercised by LFUCG, and as often and in such order as LFUCG may deem expedient.

9.2 Time of the Essence. Time shall be of the essence in the performance of all the Company's obligations under the Incentive Documents and the other instruments related hereto.

9.3 Binding Effect. The provisions of this Incentive Agreement shall bind and benefit the Company and LFUCG and their respective successors and assigns, including each subsequent holder, if any; provided, however, that this paragraph shall not be construed to permit the assignment by the Company of its rights and obligations under this Incentive Agreement without LFUCG's prior written consent.

9.4 Headings. The headings used in this Incentive Agreement are for convenience of reference only, and shall not be considered in the interpretation or construction of this Incentive Agreement.

9.5 Governing Law. The Incentive Documents and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

9.6 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Incentive Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky, , and the parties hereby submit to the jurisdiction of such court for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Incentive Agreement and the Incentive Documents to which Company is a party brought in the Courts of the Commonwealth of Kentucky situated in Lexington, Fayette County, Kentucky and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

9.7 Complete Agreement. This Incentive Agreement and the other instruments referred to herein contain the entire agreement of the parties pertaining to its subject matter and supersede all prior written and oral agreements pertaining hereto.

9.8 Assignments or Modifications. The Company may not assign its rights under this Incentive Agreement to any other party without the prior written consent of the LFUCG, which consent shall not be unreasonably withheld or delayed. This Incentive Agreement may be modified only in a writing executed by LFUCG and the Company.

9.9 Severability. If any part, term, or provision of this Incentive Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Incentive Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term, or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Incentive Agreement did not contain that particular part, term, or provision.

SECTION 10
Notices

Any notice required or permitted to be given under this Incentive Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by registered mail, postage pre-paid and return receipt requested, or by electronic mail, in each case addressed to the intended recipient (a) as follows:

If to LFUCG:

Chief Development Officer
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
ATTN: Kevin Atkins

If to the Company:

Summit Biosciences
1513 Bull Lea Road

Lexington, Kentucky 40511
ATTN: Sonia Egbert

or (b) such other address which any party hereto may specify by written notice to the other party in accordance with the terms of this Section 10, including electronic mail addresses as designated from time to time. Any registered mail notice shall be deemed effective as of three (3) business days after the mailing date of said notice.

SECTION 11
Survival of Covenants, Agreements, Warranties, and Representations

All covenants, agreements, warranties, and representations made by the Company herein shall survive the making of the Incentive and the execution and delivery of the Incentive Documents.

SECTION 12
Fees and Expenses; Costs of Enforcement

If any Event of Default shall occur under the Incentive Documents, the Company shall pay to LFUCG, to the extent allowable by applicable law, such amounts as shall be sufficient to reimburse LFUCG fully for all of its costs and expenses incurred in enforcing its rights and remedies under the Incentive Documents, including without limitation LFUCG's reasonable legal fees and court costs. Such amounts shall be deemed evidenced by and secured by all the Incentive Documents.

SECTION 13
Miscellaneous Provisions

13.1 Term of Incentive Agreement. The term of this Incentive Agreement shall commence as of the Activation Period , and continue until the first date on which the Incentive and all accrued but unpaid interest thereon shall have been paid in full and the Company shall have paid or performed all its other obligations hereunder.

13.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Incentive Agreement are incorporated into this Incentive Agreement as if set out in full in the first place that reference is made thereto.

13.3 Multiple Counterparts. This Incentive Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Incentive Agreement shall consist of a sufficient number of such copies to reflect the signature of each party.

13.4 Waivers by the Company. The Company hereby waives, to the extent permitted by applicable law, (a) all presentments, demands for performance, notices of

nonperformance, protests, notices of protest, and notices of dishonor in connection with; and, (b) any requirement of diligence or promptness on the part of LFUCG in enforcement of its rights under the provisions of the Incentive Documents.

IN WITNESS WHEREOF, the Lexington-Fayette Urban County Government and the Company have executed this Incentive Agreement as of the day, month and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____

Printed Name: Jim Gray

Title: Mayor

ATTEST:

By: _____

Printed Name: Martha Allen

Title: Council Clerk

COMPANY:

Summit Biosciences

By: Sonia Egbert

Printed Name: Sonia Egbert

Title: CAO

_____

Edwin A. Cohen

As personal Guarantor for Summit Biosciences, Inc.

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Sheboygan)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this 29 day of September, 2015 by Sonia Eckert of Summit Biosciences, Inc., for and on behalf of said company, which is registered to do business in Kentucky.

Notary Public
My commission expires: 6-29-19

JENNIFER ALTMANN NOTARY PUBLIC STATE OF WISCONSIN

~~COMMONWEALTH OF KENTUCKY~~)
)
COUNTY OF Sheboygan)

The foregoing Incentive Agreement was subscribed, sworn to and acknowledged before me by _____, individually and as a guarantor, this the 29 day of ~~April~~ September, 2015.

Notary Public
My commission expires: _____

COMMONWEALTH OF ~~KENTUCKY~~) Newsersey
)
COUNTY OF Bergen)

The foregoing Incentive Agreement was subscribed, sworn to and acknowledged before me by Edwin A Cohen, individually and as a guarantor, this the 7th day of April, 2015.

Notary Public
My commission expires: Sep 9, 2016

STEPHANIE D CABRAL
Notary Public
State of New Jersey
My Commission Expires Sep 9, 2016

EXHIBIT A

Activation Certificate

The undersigned, Sonia Egbert, in his/her capacity as CAO of Summit Biosciences, Inc., a Delaware corporation registered to do business in Kentucky (the "Borrower") hereby certifies that:

1. The Project for pharmaceutical development and manufacturing at 1513 Bull Lea Rd, Lexington, Kentucky 40511 in Fayette County, Kentucky, the creation of which was facilitated in party by an Incentive from the Lexington-Fayette Urban County Government (the "LFUCG") in the amount of One Hundred Thousand Dollars and No Cents ($100,000) has been completed and is occupied.
2. The company will hire nine (9) new permanent full-time jobs, as defined in that certain Agreement by and among the Borrower and the LFUCG will be created by the company on the Activation Date as set forth herein and further described in the Loan Agreement.
3. The company does request an initial disbursement of Fifty Thousand Dollars and No Cents ($50,000) for the purchase of equipment and operating expenses listed in the application.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as CAO of Summit Biosciences, Inc., a Delaware corporation registered to do business in Kentucky on this 29 day of September, 2015.

Summit Biosciences, Inc.

By: Sonia Egbert

Printed Name: Sonia Egbert

Title: CAO

~~COMMONWEALTH OF KENTUCKY)~~

) SS

COUNTY OF Sheboygan)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this 29 day of September, 2015 by Sonja Egbert of Summit Biosciences, Inc., for and on behalf of said company, which is registered to do ~~business~~ in Kentucky.

Notary Public

My commission expires: 6-29-19

JENNIFER ALTMANN NOTARY PUBLIC STATE OF WISCONSIN

EXHIBIT C

PROMISSORY NOTE

Borrower: Summit Biosciences, Inc. of 1513 Bull Lea Rd., Lexington, KY, 40511 (the "Borrower")

LFUCG: Lexington-Fayette Urban County Government of 200 E. Main St, Lexington, KY, 40507 (the "LFUCG")

Principal Amount: $100,000.00 USD

1. FOR THE VALUE RECEIVED, The Borrower promises to pay to the LFUCG at such address as may be provided in writing to the Borrower, the principal advanced to Borrower pursuant to the terms of an Incentive Agreement dated of even date herewith (the "Incentive Agreement"), up to the maximum sum of $100,000.00 USD, with interest payable on the unpaid principal at a rate of 2.099 percent per annum, calculated monthly not in advance.

2. This note shall not accrue interest if the Borrower remains in compliance with the requirements of this Incentive Agreement.

3. The principal amount shall be reduced and forgiven by ten thousand dollars ($10,000) each year thereafter that the Borrower remains in compliance beginning with the start of year 6 of the Incentive Agreement. If the Borrower remains in compliance for the entire term of the Incentive Agreement, the entire remaining principal amount shall be forgiven at the end of year 10.

4. At any time while not in default under this Note or the Incentive Agreement, the Borrower may pay the outstanding balance then owing under this Note, together with accrued interest thereon, to the LFUCG without further bonus or penalty.

5. All costs, expenses, and expenditures including, and without limitation, the complete legal costs incurred by the LFUCG in enforcing this Note or the Incentive Agreement as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the LFUCG all amounts outstanding under this Note will bear interest of twelve percent (12%) per annum from the date of demand until paid.

6. This note is secured by the following security (the "Security): Personal Guaranty of Edwin A. Cohen.

7. The Borrower grants to the LFUCG a security interest in the Security until this Note is paid in full. The LFUCG will be listed as a LFUCG of title of the Security whether or not the LFUCG elects to perfect the security interest in the Security.

8. If the Borrower defaults in payments after demand for ten (10) days, the Security will be immediately provided to the LFUCG and the LFUCG is granted all rights of repossession as a secured party.

9. If any term, covenant, condition, or provision of this Note is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired, or invalidated as a result.

10. This Note will be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.

11. This Note will ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Borrower and the LFUCG. The Borrower waives presentment for payment, notice of non-payment, protest, and notice of protest.

IN WITNESS THEREOF, the undersigned has executed this certificate in his/her capacity as CEO of Summit Biosciences, Inc. a Delaware corporation, on this 7th day of October, 2015.

By: _____
Printed Name: Edwin Cohen
Title: CEO

{ADD SIGNATURE LINE FOR HIM AS GUARANTOR}

COMMONWEALTH OF ~~KENTUCKY~~ New Jersey)
)
COUNTY OF Bergen)

The foregoing Certificate was sworn to, subscribed and acknowledged before me on this 7th day of October, 2015, by Edwin Cohen of Summit Biosciences, Inc., for and on behalf of said company, registered to do business in Kentucky.

)

COUNTY OF Bergen)

The foregoing Incentive Agreement was subscribed, sworn to and acknowledged before me by Edna D Cohen individually and as a guarantor, this the 7th day of ~~April~~ October, 2015.

Notary Public
My commission expires: Sep 9, 2016

STEPHANIE D CABRAL
Notary Public
State of New Jersey
My Commission Expires Sep 9, 2016

EXHIBIT D

GUARANTY AGREEMENT

This is a personal guaranty by Edwin A. Cohen, whose mailing address is (the "Guarantor") running in favor of the Lexington-Fayette Urban County Government ("LFUCG") as security for the funds provided to Summit Biosciences, Inc. (the "Company") by LFUCG pursuant to the Incentive Agreement entered into by and between the Company and LFUCG on or about September ___, 2015.

WHEREAS, Summit Biosciences, Inc. , a Delaware corporation, authorized to do business in the Commonwealth of Kentucky, whose mailing address is 1513 Bull Lea Road, Lexington, Kentucky 40511 (the "Company"), desires to transact business with and to obtain incentive funding from LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A, whose mailing address is Lexington-Fayette Urban County Government, c/o Kevin Atkins, 200 East Main Street, Lexington, Kentucky 40507 ("LFUCG" or the "Government")), under the terms of the Incentive Agreement dated April ___, 2015 by and among LFUCG the Company, and the Guarantor(the "Incentive Agreement"), and as evidenced by a promissory note in the principal amount of One Hundred Thousand and N0/100 ($100,000.00) Dollars ("Note"); and

WHEREAS, LFUCG is unwilling to provide the incentive funds unless the undersigned Guarantor shall absolutely, unconditionally and jointly and severally guaranty to LFUCG the payment and performance of the obligations of the Company as set forth in the Incentive Agreement.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, and to induce LFUCG from time to time, in its discretion, to extend or continue credit to the Company under the Incentive Agreement, and acknowledging that LFUCG in extending such credit shall rely on this Guaranty, Guarantor hereby for himself and his respective heirs and assigns, personal representatives, successors (including, without limitation, by operation of law) and assigns, absolutely, and unconditionally guarantee to LFUCG, its successors and assigns, including each and every holder or owner of any obligations of the Company which are guaranteed hereby (each reference to LFUCG shall be construed to refer to each such holder or owner) as evidenced by the documents entered in connection with the Incentive Agreement and Note ("Company's Documents") as if the terms and conditions of each Company's Document have been restated herein in length, the prompt payment when due and at all times thereafter of any and all indebtedness and liabilities of the Company of every kind, nature, and character (including all renewals, extensions and modifications thereof, and whether created directly by LFUCG or acquired by assignment or otherwise, whether joint or several, whether matured

or unmatured, and whether absolute or contingent) to LFUCG under the Note, Incentive Agreement and other Company's Documents, including interest thereon as provided therein, reasonable attorneys' fees, and costs and expenses of collection incurred by LFUCG (all of which existing and future indebtedness of the Company to LFUCG are hereinafter collectively referred to as the "Obligations").

1. The maximum liability of the Guarantor under this Guaranty shall not exceed in the aggregate One Hundred Thousand and N0/100 ($100,000.00) Dollars, plus all accrued but unpaid interest, reasonable attorney's fees, and costs and expenses of collection of the Obligations.

2. This guaranty is an unconditional, absolute, and continuing guaranty and shall remain in full force and effect irrespective of any interruption of business relations between the Company and LFUCG.
3. Anything contained in this Guaranty Agreement to the contrary notwithstanding, this Guaranty Agreement shall terminate upon the payment in full of the Obligations.

4. LFUCG shall have the right of immediate recourse against Guarantor for full and immediate payment of the Obligations at any time after the Obligations, or any part thereof, have not been paid in full according to the tenor and under the terms of the instrument governing such Obligations, whether on demand, at fixed maturity, or maturity accelerated by reason of a default.
5. The Guarantor' liability under this Guaranty Agreement shall be direct and immediate, and not conditional or contingent upon the pursuit of any remedies against the Company, any other Guarantor, or any other person, nor against any security or liens available to the holder of the Note for payment. If the Note is partially paid through LFUCG's election to pursue any of its remedies, or if the Note is otherwise partially paid, Guarantor shall remain liable for the entire unpaid principal balance of, and all accrued but unpaid interest on the Note and for the other Obligations.

6. This is a guaranty of payment, not of collection, and Guarantor therefore agree that LFUCG shall not be obligated prior to seeking recourse against or receiving payment from Guarantor, to any of the following (although LFCUG may do so, in whole or in part, at its sole option), all of which are hereby unconditionally waived by Guarantor:

    a. Take any steps whatsoever to collect from the Company or to file any claim of any kind against the Company;

b. Take any steps whatsoever to accept, perfect LFUCG's interest in, foreclose, realize on or deal in any manner with collateral security, if any, for the payment of the Obligations, or any other guaranty of the Obligations; or

c. In any other respect exercise any diligence whatever in collecting or attempting to collect any of the Obligations by any means. The liability of Guarantor for payment of the Obligations shall be absolute, and unconditional, and nothing whatsoever except actual full payment to LFUCG of all the Obligations shall operate to discharge Guarantor' liability hereunder. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guarantee or suretyship law, would otherwise operate to impair or diminish the liability of Guarantor.

7. Without limiting the generality of the foregoing, Guarantor agrees that none of the following shall diminish or impair the liability of Guarantor in any respect (all of which may be done without notice to Guarantor of any kind):

a. Any extension, modification, indulgence, compromise, settlement or variation of the terms of any of the Obligations, or of any agreement entered into with Guarantor or any other person liable for any part of the Obligations;

b. The voluntary or involuntary discharge or release of any of the Obligations, or of any Guarantor or other person liable therefore, by reason of bankruptcy or insolvency laws or otherwise;

c. The acceptance or release, with or without substitution, by LFUCG of any collateral security or other guaranty, or collateral security for such other guaranty, or any exchange, settlement, compromise or extension with respect to any collateral security, other guaranty or collateral security for such other guaranty;

d. The application or allocation by LFUCG of payments, collections or credits on any portion of the Obligations regardless of what portion of the Obligations remains unpaid;

e. The creation of any new Obligations covered by this guaranty or renewal of any existing Obligations, or the amendment or modification of any provision or term of the Incentive Agreement, Note or any other Company's Document, with or without notice to Guarantor; or

f. The making of a demand, or absence of demand, for payment of the Obligations or giving, or failing to give, any notice of dishonor or protest or any other notice, including any notice regarding the disposition of any collateral acting as security for the incentive funding. Guarantor unconditionally waive:

i. Any subrogation of the rights of LFUCG against the Company, until all of the Obligations have been satisfied in full;

ii. Any acceptance of this guaranty; and

iii. Any set-offs of counterclaims against Lender which would impair Lender's rights against the Guarantor hereunder.

8. This guaranty shall inure to the benefit of LFUCG, its successors and assigns, including each and every holder or owner of any of the Obligations guaranteed hereby and this guaranty shall be deemed a separate contract with each such holder and owner.

9. It is expressly understood and agreed that LFUCG shall have the right to select, in its absolute discretion, the portion of the Obligations to which this guaranty will apply, regardless of what portion of the Obligations remains unpaid; LFUCG may, at its sole option, release another Guarantor and may proceed against any Guarantor hereunder without impairing the liability of any other Guarantor of the Obligations or the right of contribution among the Guarantor. Guarantor consents to personal jurisdiction in any court in which enforcement of this guaranty may be sought.

10. No invalidity, irregularity or unenforceability of all or any part of the Obligations hereby guaranteed or of any security thereof shall affect, impair or be a defense to this guaranty, and this guaranty is a joint and several, primary obligation of Guarantor.

11. Guarantor hereby grants to LFUCG a lien on and a continuing security interest in all instruments, documents, securities, cash, general intangibles, property, and the proceeds of any of the foregoing, owned by Guarantor or in which Guarantor have an interest, which now or hereafter are at any time in possession or control of LFUCG, or in transit by mail or carrier to or from Lender or in the possession of any third party on behalf of LFUCG, without regard to whether LFUCG received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether LFUCG had conditionally released the same, all of which shall at all times constitute additional security for the Obligations of the Company and the obligations of

Guarantor hereunder, and all of which may be applied at any time without notice to the Company or to Guarantor to the Obligations of the company in such order as LFUCG may determine.

12. No amendment, modification or waiver of this Guaranty Agreement shall be deemed to be made by LFUCG unless in writing signed by an officer of LFUCG, and any such amendment, modification or waiver shall be strictly construed. No waiver by LFUCG shall be construed or deemed to be a waiver of any other provision or condition of this guaranty or a waiver of a subsequent breach of the same provision or condition.

13. If any Guarantor is a corporation or limited liability company, such Guarantor warrants and represents to LFUCG that it is duly organized and existing under the laws of the state of incorporation or organization and is in good standing in every other state in which it does business, that the execution, delivery and performance of this guaranty are within its corporate or company powers, have been duly authorized, are not in contravention of law or the terms of its articles, bylaws or operating agreement, or of any indenture, agreement or undertaking to which it is a party or by which it is bound, and that the execution of this guaranty is in furtherance of the business purposes of such operation. The invalidity or unenforceability of any one or more provisions of this Guaranty Agreement shall not impair the validity and enforceability of all of the other provisions of this Guaranty Agreement.

14. This Guaranty Agreement, and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the Commonwealth of Kentucky, and no defense given or allowed by the laws of any other state or country shall be interposed in any action hereon unless such defense is also given or allowed by the laws of the Commonwealth of Kentucky.

15. This Guaranty Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed on and the same Guaranty Agreement.

IN WITNESS WHEREOF, the undersigned Guarantor have executed this Guaranty Agreement, this 7th day of October, 2015.

Edwin A. Cohen
As personal Guarantor for Summit Biosciences, Inc.

New Jersey

COMMONWEALTH OF ~~KENTUCKY~~)
)
COUNTY OF Bergen)

The foregoing Incentive Agreement was subscribed, sworn to and acknowledged before me by Edwin A Cohen, individually and as a guarantor, this the 7th day of ~~April~~ October, 2015.

Notary ~~Public~~
My commission expires: Sep 9, 2016

STEPHANIE D CABRAL
Notary Public
State of New Jersey
My Commission Expires Sep 9, 2016

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MERGER BETWEEN SUMMIT BIOSCIENCES, INC., PEAC MERGER SUB INC., AND KINDEVA DRUG DELIVERY L.P. FOR THE PURPOSES OF THE JOBS FUND AGREEMENT BETWEEN THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT AND SUMMIT BIOSCIENCES, INC., AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED TO THIS MERGER AUTHORIZATION.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the merger between Summit Biosciences, Inc., Peac Merger Sub Inc., and Kindeva Drug Delivery L.P. be and hereby is approved for the purposes of the Jobs Fund Agreement between the Lexington-Fayette Urban County Government and Summit Biosciences.

Section 2 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary documents related to this merger authorization.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0116-24:EPT_4864-1966-9413, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0117-24

File ID:	0117-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	01/25/2024
File Name:	First Renewal of Hazen & Sawyer Contract#291-2022			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed $900,000. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	Hazen Services, 0117-24-First Renewal with Hazen and Sawyer 4862-4350-1477 v.1.docx, R-072-2024	**Enactment Number:**	R-072-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
1	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0117-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the first renewal of the Contract with Hazen and Sawyer, P.S.C., for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Div. of Water Quality, at a cost not to exceed $900,000. [Div. of Water Quality, Martin]

Summary

Authorization to approve the First Renewal to Contract #291-2022 for the Sanitary Sewer

Remedial Measures Plan Program Management Consulting Services awarded in FY 2023 to Hazen and Sawyer. A $900,000.00 allocation for this work was approved in the FY 2024 Budget. (L0117-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/03/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303401-3425-71205

This Fiscal Year Impact: $900,000.00

Annual Impact: $900,000.00

Project: REMEDIAL

Activity: CONSENT_DE

Budget Reference: 2024

Current Balance: $900,000.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 2, 2024

SUBJECT: First Renewal of Contract #291-2022 for the
Sanitary Sewer Remedial Measures Plan Program Management Consulting Services
(Consent Decree)

Request

The purpose of this memorandum is to recommend Council approval of the first renewal to the contract awarded in FY23 to Hazen and Sawyer (Hazen) for the program management services needed to implement the Consent Decree Remedial Measures Plan. Award of contract #291-2022 was for 365 days as measured from the Mayor's signature date on the resolution (November 17, 2022), and provided for up to four (4) annual renewals if approved by the Urban County Council. This recommendation represents annual renewal request number one to utilize FY24 funds budgeted for this work.

Purpose of Request

Since 2008, the Division of Water Quality (DWQ) has been implementing the terms and conditions of the Consent Decree, including implementation of the Remedial Measures Plan (RMP). The RMP is an estimated $590 M capital improvement plan intended to abate Recurring Sanitary Sewer Overflows (SSOs) as required by the Consent Decree.

RMP implementation has been executed using a Program Management contract services format. The history of that format is as follows:

- Competitive advertisement of a Request for Proposals (RFP) led to Resolution #394-2010 awarding the original RMP Program Management services contract to Hazen.

- A revised RFP was advertised and led to Resolution #449-2019 awarding a revised RMP Program Management services contract to Hazen. The terms of this new contract required annual renewal requests along with the clear identification of Hazen staff who could bill for work under the contract terms.
- Expiration of the contract approved by Resolution #449-2019 led to advertisement of RFP 56-2022. Hazen was the lone responder to that RFP, and thus was awarded the current RMP Program Management services contract via Resolution #628-2022.

Project Cost in FY24

A $900,000 allocation for this work was approved in the FY24 budget. The cost for future fiscal years is estimated at $900,000 annually through full implementation of the RMP.

Funds are Budgeted

The funds are budgeted in: 4003-303401-3425-71205 REMEDIAL CONSENT_DE 2024 LFUCG

Martin / Albright

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST RENEWAL OF THE CONTRACT WITH HAZEN AND SAWYER, P.S.C., FOR SANITARY SEWER REMEDIAL MEASURES PROGRAM MANAGEMENT CONSULTING SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $900,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Renewal of the Contract with Hazen and Sawyer, P.S.C., which is attached hereto and incorporated herein by reference, for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed $900,000.00, be and hereby is approved for payment to Hazen and Sawyer, P.S.C., from account # 4003-303401-3425-71205, pursuant to the terms of the First Renewal of the Contract.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0117-24:EPT:4862-4350-1477, v. 1

RESOLUTION NO. 072 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST RENEWAL OF THE CONTRACT WITH HAZEN AND SAWYER, P.S.C., FOR SANITARY SEWER REMEDIAL MEASURES PROGRAM MANAGEMENT CONSULTING SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST NOT TO EXCEED $900,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the First Renewal of the Contract with Hazen and Sawyer, P.S.C., which is attached hereto and incorporated herein by reference, for Sanitary Sewer Remedial Measures Program Management Consulting Services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed $900,000.00, be and hereby is approved for payment to Hazen and Sawyer, P.S.C., from account # 4003-303401-3425-71205, pursuant to the terms of the First Renewal of the Contract.

Section 3 – That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0117-24:EPT:4862-4350-1477, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0130-24

File ID:	0130-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	045-2024	**In Control:**	Urban County Council
				File Created:	01/29/2024
File Name:	Request Council authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet (KYTC) to accept additional federal Surface Transportation Program (SLX) funds in the amount of $356,000 for the design phase of the Liberty Roa			**Final Action:**	03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet for acceptance of $356,000 in additional Federal funds, under the surface transportation Program (SLX), for the design phase of the Liberty Rd. Improvements Project, the acceptance of which obligates the Urban County Government to the expenditure of $89,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget for these Grants. [Div. of Engineering, Burton]

Notes: Taken down to Mayor's office 3/15/2024. MS

Signed and CILOO filed in the CCO. Returned to Celia Moore 3/20/2024. MS

Sponsors:		**Enactment Date:**	03/07/2024
Attachments:	24-Blue Sheet Amendment Liberty Rd SA No. 1, BA 12800, Liberty Road 7-329 Supplemental Agreement 1 - unsigned, Liberty Road improvements - Project Extents Map, 0130-24 (SLX Supplemental Agreement No. 1) 4883-5853-6097 v.2.docx, R-073-2024, Contract #045-2024	**Enactment Number:**	R-073-2024
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass

2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024	
2	Urban County Council	03/07/2024	Approved			Pass

Text of Legislative File 0130-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Supplemental Agreement No. 1 with the Ky. Transportation Cabinet for acceptance of $356,000 in additional Federal funds, under the surface transportation Program (SLX), for the design phase of the Liberty Rd. Improvements Project, the acceptance of which obligates the Urban County Government to the expenditure of $89,000 as a local match, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget for these Grants. [Div. of Engineering, Burton]

Summary

Authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet (KYTC) to accept additional federal Surface Transportation Program (SLX) funds in the amount of $356,000 for the design phase of the Liberty Road Improvements Project, as funded under the KYTC SLX Program for capital improvements projects. Acceptance of these funds will also require $89,000 in local match. Budget amendment in process.
(L0130-24) (Burton/Albright)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 1/29/2024

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.
Account Number: 3160-303202-3251-91715
This Fiscal Year Impact: $445,000
Annual Impact: $0
Project: LIBERTY_RD_2022
Activity: DESIGN
Budget Reference: 2022
Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 26, 2024**

SUBJECT: **Supplemental Agreement No. 1 for Liberty Road Improvement Project – Design Phase**

Request: Council authorization to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet (KYTC) to accept additional federal Surface Transportation Program (SLX) funds in the amount of $356,000 for the design phase of the Liberty Road Improvements Project, as funded under the KYTC SLX program for capital improvements projects. Acceptance of these funds will also require $89,000 in local match.

Purpose of Request: On March 17, 2022, (Resolution 124-2022), Council approved acceptance of SLX funds in the amount of $640,000 and a local match in the amount of $160,000, for the design phase of the Liberty Road Improvements Project, for a total design phase funding of $800,000. With Supplemental Agreement No. 1, the Kentucky Transportation Cabinet has offered the LFUCG additional SLX funds for the design phase of the Liberty Road Improvements Project in the amount of $356,000. Local match in the amount of $89,000 is required for a total additional design phase cost of $445,000. This additional funding is for a shortfall between the previously budgeted amount and the negotiated design costs. Combined with the previous amount, the total design phase cost funding is $1,245,000.

The Liberty Road Improvements Project is a multimodal project on Liberty Road from New Circle Road to Winchester Road that will modernize the roadway and provide bicycle and pedestrian facilities.

What is the cost in this budget year and future budget years? The cost for Fiscal Year 2024 is $445,000 total: $356,000 federal funds and $89,000 local match. Future years funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0130-24

Director/Commissioner: Burton/Albright

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 01/29/2024 **Status:** Pending Approval **Amend Nbr:** 12800

Business Unit: LFUCG **Journal Date:** 01/29/2024 **Budget Period:** 2024 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	91715	Construction-Street	445,000.00	035224	055143	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	303202	3251	44010	Intergovernmental - Federal	356,000.00	035224	055143	
2	3160	303202	3251	45915	Transfer From Municipal Aid	89,000.00	035224	055143	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional federal funds awarded for design on Liberty Road Improvement project. (LIBERTY_RD_2022)

Net Amend Amt: 0.00

Submit for Approval

Save Add

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LIBERTY ROAD IMPROVEMENTS PROJECT/ ITEM NO. 07-00329.00
FEDERAL PROJECT NUMBER 3003-362
SUPPLEMENTAL AGREEMENT NO. 1
$356,000 SLX FEDERAL FUNDS

WHEREAS, the Commonwealth of Kentucky, Transportation Cabinet hereinafter the "CABINET" and Lexington-Fayette Urban County Government, hereinafter the "RECIPIENT" entered into an Agreement on April 11, 2022 wherein the Federal Highway Administration (FHWA), through the CABINET, approved $640,000 in reimbursable federal funding for the Design Phase of the Liberty Road Improvements Project (PROJECT) , known as Federal Project Number 3003-362, Item No. 07-00329.00 of the Kentucky Highway Plan, and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the PROJECT requires additional funds for the Design Phase and the FHWA through the CABINET has authorized up to an additional $356,000 of reimbursable federal funds for the PROEJCT,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the

RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end June 30, 2026 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the

PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed an additional $391,600 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to an additional $356,000 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds ($249,000 total), and any costs in excess of the reimbursable total $996,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT has agreed to make available up to an additional $35,600 ($99,600 total) of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the RECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment

data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and

all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation

work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely

manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days

from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper

administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions 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 of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each

contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer

in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200. In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than $750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the

RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

Section 45. Original and Supplemental Agreements. All other terms and conditions of the original AGREEMENT executed on April 11, 2022, shall remain in effect and are legally binding.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

_____	_____
Attorney	Jim Gray, Secretary
Date: _____	Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

_____	_____
Attorney	Linda Gorton, Mayor
Date: _____	Date: _____

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

RECIPIENT UEI NUMBER:_____

The PROJECT will provide a multimodal upgrade of Liberty Road from New Circle Road to Winchester Road. The budget and scope of work include design. The PROJECT is included in the Lexington Area Metropolitan Planning Organization Transportation Improvement Program FY2021-FY2024, and has been incorporated by reference into the Statewide Transportation Improvement Program.

Budget:

		Federal Funds (SLX)	Local Funds	State Funds	Total
Original MOA (April 11, 2022)	Design Phase Funding: RECIPIENT Program# 1450801D	$640,000.00	$160,000.00	-	$800,000.00
	Design Phase Funding: Cabinet Program# 1450802D	$64,000.00	-	$16,000.00	$80,000.00
Supplemental Agreement No.1 (Current)	Design Phase Funding: RECIPIENT Program# 1450801D	$356,000.00	$89,000.00	-	$445,000.00
	Design Phase Funding: Cabinet Program# 1450802D	$35,600.00	-	$8,900.00	$44,500.00
Design Phase Total for LFUCG		**$996,000.00**	**$249,000.00**		**$1,245,000.00**
Design Phase Total for Cabinet		**$99,600.00**	**-**	**$24,900.00**	**$124,500.00**

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

		Federal Funds	Fiscal Year
Estimated	Right of Way	$1,636,800	2024
	Utilities	$545,600	2025
	Construction	$9,944,000	Future

ATTACHMENT B

ATTACH A RESOLUTION HERE

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws, regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

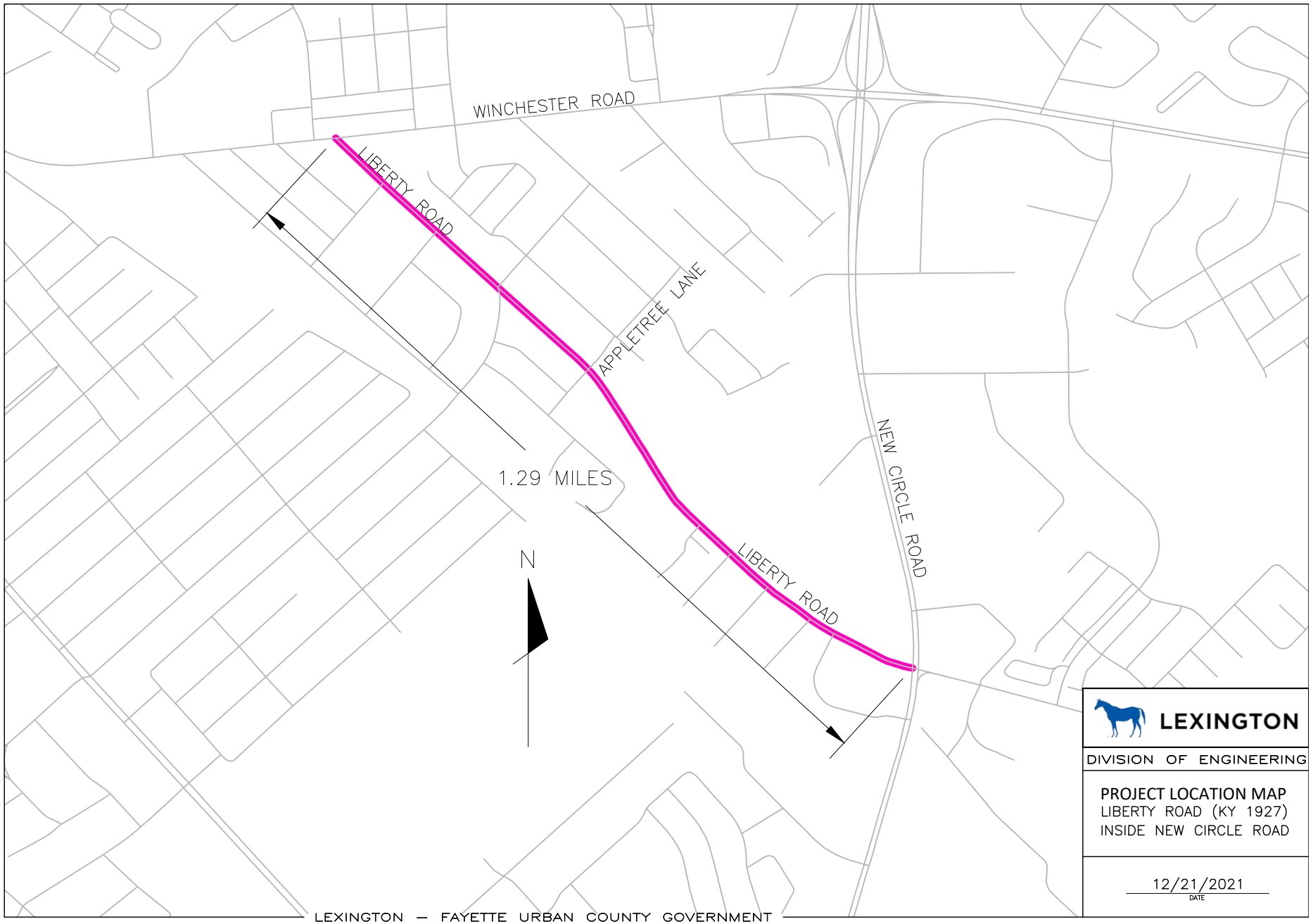
5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Mark Feibes, P.E.	Position with RECIPIENT: Section Manager Design and Construction - Division of Engineering
E-mail: mfeibes@lexingtonky.gov	Phone: 859 258-3428
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Linda Gorton, Mayor Date


WINCHESTER ROAD
LIBERTY ROAD
APPLETREE LANE
NEW CIRCLE ROAD
1.29 MILES
LIBERTY ROAD
N
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
LIBERTY ROAD (KY 1927)
INSIDE NEW CIRCLE ROAD
12/21/2021
DATE
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET FOR ACCEPTANCE OF $356,000.00 IN ADDITIONAL FEDERAL FUNDS, UNDER THE SURFACE TRANSPORTATION PROGRAM (SLX), FOR THE DESIGN PHASE OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $89,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET FOR THESE GRANTS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for the acceptance of $356,000.00 in additional federal funds under the Surface Transportation Program (SLX) for the design phase of the Liberty Road Improvements Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $89,000.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0130-24:ANB:4883-5853-6097, v. 2

RESOLUTION NO. 073 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET FOR ACCEPTANCE OF $356,000.00 IN ADDITIONAL FEDERAL FUNDS, UNDER THE SURFACE TRANSPORTATION PROGRAM (SLX), FOR THE DESIGN PHASE OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $89,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET FOR THESE GRANTS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for the acceptance of $356,000.00 in additional federal funds under the Surface Transportation Program (SLX) for the design phase of the Liberty Road Improvements Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $89,000.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0130-24:ANB:4883-5853-6097, v. 2

AGREEMENT BETWEEN
THE COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LIBERTY ROAD IMPROVEMENTS PROJECT/ ITEM NO. 07-00329.00
FEDERAL PROJECT NUMBER 3003-362
SUPPLEMENTAL AGREEMENT NO. 1
$356,000 SLX FEDERAL FUNDS

WHEREAS, the Commonwealth of Kentucky, Transportation Cabinet hereinafter the "CABINET" and Lexington-Fayette Urban County Government, hereinafter the "RECIPIENT" entered into an Agreement on April 11, 2022 wherein the Federal Highway Administration (FHWA), through the CABINET, approved $640,000 in reimbursable federal funding for the Design Phase of the Liberty Road Improvements Project (PROJECT) , known as Federal Project Number 3003-362, Item No. 07-00329.00 of the Kentucky Highway Plan, and the applicable Catalog of Federal Domestic Assistance number is 20.205-Highway Planning and Construction,

WHEREAS, the PROJECT requires additional funds for the Design Phase and the FHWA through the CABINET has authorized up to an additional $356,000 of reimbursable federal funds for the PROEJCT,

WHEREAS, the Federal-aid Highway Program is a State Administered Reimbursement Program and the RECIPIENT shall carry out this PROJECT in accordance with applicable Federal and State laws and regulations including all of Title 49 United States Code (USC), Title 23 United States Code (USC), 49 Code of Federal Regulations (CFR), 23 Code of Federal Regulations (CFR), and 2 CFR 200,

WHEREAS, the RECIPIENT must comply with applicable CABINET policies and procedures,

WHEREAS, Federal-aid projects are to serve a public purpose, the RECIPIENT is responsible for maintaining any real property or facilities improved pursuant to the PROJECT on a non-profit basis,

WHEREAS, the RECIPIENT shall refer to the *Federal-Aid Project Development Guide for Local Public Agencies*, hereinafter the "GUIDE", and any future revisions for assistance in complying with this AGREEMENT,

WHEREAS, the RECIPIENT shall outline, undertake, and complete the work as described in the Scope of Work and Budget Summary (Attachment A) in accordance with the terms and conditions of this AGREEMENT, and consistent with the FHWA Contract Administration Manual, the CABINET/FHWA Stewardship Agreement, FHWA Form 1273 and all applicable State and Federal laws and regulations,

WHEREAS, the RECIPIENT shall demonstrate and shall maintain adequate staff, provide delivery systems, and sufficient accounting control to complete the PROJECT in accordance with all Federal and State laws and regulations addressed herein, and

WHEREAS, the RECIPIENT has agreed to provide a minimum of 20% matching funds and to accept responsibility for all administration, staffing, maintenance and operation costs for the Project as identified under this AGREEMENT;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the RECIPIENT hereby agree as follows:

Section 1. Scope of Work & Budget Summary. It is understood that the PROJECT will enhance the transportation system as further described in the Scope of Work and Budget Summary (Attachment A, attached hereto and made a part of this AGREEMENT). In the Scope of Work and Budget Summary, the

RECIPIENT is to include detailed expectations, individual activities, estimates, and a schedule with milestones which the CABINET will use as checkpoints for the PROJECT. Further, the RECIPIENT is to define the roles, responsibilities, and authorities of the various entities and/or organizational units with regard to the project development and project delivery processes specific to this PROJECT in the Scope of Work and Budget Summary.

The RECIPIENT shall identify and provide a point of contact, including adequate contact information, for who shall be responsible to manage this PROJECT on the RECIPIENT's behalf, submit the Scope of Work and Budget Summary to the CABINET, and be responsible for ensuring that the RECIPIENT adheres to all terms and conditions of this AGREEMENT. The RECIPIENT shall have final design plans, specifications, and a total estimate prepared by a Professional Engineer licensed to practice in the Commonwealth of Kentucky and approved by the CABINET prior to any construction. The Project Development Checklist (LPA-PDC) (Appendix 1 of the GUIDE) shall be submitted by the RECIPIENT and certified by the CABINET prior to construction.

Section 2. Effective Date of Agreement and Term of Eligible Reimbursement. It is understood the effective date of this AGREEMENT is the date the AGREEMENT is signed by the Secretary of the CABINET. After execution of the AGREEMENT, the CABINET will return a copy of the AGREEMENT to the RECIPIENT and issue a Notice to Proceed to begin work on a particular Phase of the PROJECT. Expenditures made prior to the effective date of the AGREEMENT and before the Notice to Proceed for the particular Phase covering the expenditure shall not be eligible for reimbursement. The Term of Eligible Reimbursement under this AGREEMENT shall end June 30, 2026 unless that Term is extended or amended by written agreement in accordance with the provisions of KRS 45A and 2 CFR Part 200 as to period of performance. Any and all funding obligated for any Phase of this PROJECT defined by the original Scope of Work and authorized changes shall be available to reimburse the RECIPIENT for eligible work activities completed and costs incurred after the effective date of this AGREEMENT and the Notice to Proceed covering that Phase of the PROJECT. If the PROJECT cannot be completed during the Term of Eligible Reimbursement under this AGREEMENT, the RECIPIENT must provide justification why the PROJECT end date should be extended and identify the new Term of Eligible Reimbursement being requested.

Section 3. Funding Out Provision. The CABINET may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The CABINET shall provide the RECIPIENT thirty (30) calendar days written notice of termination of the contract.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funding. If the funding appropriated for any Phase of the PROJECT becomes unavailable for any reason including the Kentucky General Assembly's failure to appropriate the funding, by operation of law or as the result of a reduction in Federal funding, further reimbursement of PROJECT expenditures may be denied, the

PROJECT may be cancelled, the timeline extended or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement, PROJECT cancellation, extension or amendment because of an interruption in the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, cancellation, extension or amendment give rise to any claim against the CABINET.

Section 4. Duration of Project. It is understood and agreed by the parties hereto that the Scope of Work shall be completed within the period set forth herein under Section 2. In the event the RECIPIENT fails to perform the Scope of Work within the time allotted, or at any time the RECIPIENT fails to maintain adequate staff, project delivery systems, or sufficient accounting control, the CABINET reserves the right to cancel further reimbursements related to the PROJECT under the AGREEMENT. In the event the CABINET denies further reimbursement under this section, the RECIPIENT shall refund all reimbursements made by the CABINET to the RECIPIENT under this AGREEMENT.

Section 5. Project Funding. It is expressly understood that Federal funding for this PROJECT is being provided by the Federal Highway Administration (FHWA) through the CABINET, specifically through the Catalog of Federal Domestic Assistance program number 20.205, Highway Planning and Construction. The Federal share of the total cost of this AGREEMENT shall not exceed an additional $391,600 (the amount indicated on Attachment A) unless otherwise approved in writing by the CABINET with the concurrence of FHWA. If the RECIPIENT completes the PROJECT for less than this amount, the remaining funds may only be used by the RECIPIENT upon written agreement of the CABINET and may only be used for eligible PROJECT costs within the original PROJECT scope. Unless otherwise stated, the funding for the PROJECT shall be authorized in Phases and no reimbursement shall be considered for expenditures made before a Notice to Proceed for that Phase has been received. Reimbursement requests will be considered only for and up to the funding amount and type of work described in the approved Scope of Work and Budget and authorized by the Notice to Proceed for that Phase. The RECIPIENT has agreed to accept up to an additional $356,000 in Federal reimbursement funding available as authorized for the Design Phase for eligible PROJECT costs. The RECIPIENT shall be responsible for any ineligible costs, the required 20% local match funds ($249,000 total), and any costs in excess of the reimbursable total $996,000 necessary for completion of the approved Scope of Work and any authorized changes to the PROJECT.

The RECIPIENT has agreed to make available up to an additional $35,600 ($99,600 total) of the total PROJECT funding to the CABINET for direct costs related to PROJECT oversight and management activities. If any funding made available to the CABINET is not used, the CABINET may permit the remaining funding to be obligated to the RECIPIENT for eligible PROJECT costs as evidenced in writing at the mutual consent of both parties.

The RECIPIENT shall pay all PROJECT expenses and only upon meeting all terms and conditions of this AGREEMENT will be eligible to receive Federal reimbursement funding. All charges to the PROJECT shall be supported by properly executed invoices, contracts, vouchers, or monthly employment

data evidencing in proper detail the nature and propriety of the charge. The CABINET or FHWA may require additional documentation at their discretion.

Section 6. Allowable Costs. Funding may be used for restoration, repair, construction and other activities eligible under the Surface Transportation Program (STP) as defined within 23 USC 133(b). Funding may also be used for passenger and freight rail transportation and port infrastructure projects eligible for assistance under subsection 23 USC 601(a)(8). The PROJECT costs referred to in this AGREEMENT shall be those costs included in the Scope of Work (Attachment A) and submitted to the CABINET on the Reimbursement Request Form. The RECIPIENT shall follow 2 CFR 200.

The RECIPIENT is responsible for adhering to all Federal and State laws and regulations listed in this AGREEMENT and all documents referred to herein. The CABINET shall reimburse the RECIPIENT upon request by the RECIPIENT providing proof of payment through appropriate documentation, which includes but is not limited to the following: work progress completed to date, expenses, cancelled checks, bank statements, verified affidavits, and employment reports. The RECIPIENT shall also certify the work shown on the invoice has been performed in accordance with the terms of this AGREEMENT and approved plans and specifications, the cost(s) shown are verified and are true and correct, and the request for reimbursement in no way represents any degree of duplication of payments that have or will be received from other funding sources. This formal letter must be signed by the designated project manager for the RECIPIENT in responsible charge.

Reimbursement by the CABINET is also subject to the provisions of Sections 35 and 38 of this Agreement hereof. The CABINET or FHWA reserves the right to require additional documentation.

Section 7. Reporting and Monitoring The RECIPIENT shall maintain and comply with all reporting requirements outlined by the CABINET and FHWA.

This Federal-aid project is subject to the reporting requirements contained in the Federal Funding Accountability and Transparency Act (Transparency Act) of 2006 Public Law No. 109-282 and/or 31 USC 6101 and its associated amendments. The Transparency Act requires entities receiving Federal awards such as Federal contracts, sub-contracts, grants and sub-grants, to disclose certain information. This Agreement is subject to 31 USC 6101, 2 CFR 170, and 2 CFR Subtitle A, Chapter I and Part 25. The CABINET may require that the RECIPIENT provide a completed Federal Funding Accountability and Transparency Act form prior to execution of this Agreement.

The making, recording and reporting of any purchases shall be undertaken in accordance with the requirements of KRS 45A and applicable federal guidelines. All checks, invoices, contract records, vouchers, orders, purchasing documents, and monthly employment data pertaining in whole or in part to the PROJECT shall be clearly identified and readily accessible. The RECIPIENT shall permit the CABINET and/or FHWA to conduct periodic site visits to ascertain compliance with Federal and State laws and regulations. The RECIPIENT shall maintain financial records for three years after the latest of project completion, the execution of the Project Closure Form by KYTC, Final Acceptance and final reimbursement.

Section 8. Environmental Requirements. With the advice and assistance of the CABINET, the RECIPIENT shall ensure that all applicable environmental requirements are met including the preparation of appropriate environmental documentation prepared pursuant to the National Environmental Policy Act (NEPA) of 1969 addressing the social and environmental effects of the proposed PROJECT. Adequate resources must be devoted to ensuring that all applicable environmental reviews under NEPA are completed on an expeditious basis and that the shortest existing applicable process under NEPA shall be utilized. Compliance with NEPA 42 USC 4321 et seq, Section 4(f) of 49 USC 303, Section 106 of the National Historic Preservation Act 54 USC 300101 et seq, Sections 401 and 404 of the Clean Water Act, Section 7 of the Endangered Species Act, and any other applicable environmental laws and regulations must be received to permit funding authorization by the FHWA. Specifically, Phase I design activities will be allowed to proceed without a valid environmental document; however, the commencement of any Phase II design, right-of-way acquisition, utility relocation, or construction activities shall not be permitted prior to approval of the appropriate environmental document. Federal funds will be available for reimbursement of construction costs upon successful completion of design activities.

Section 9. Land Acquisition. Should the PROJECT require the acquisition of any interest in real property by the RECIPIENT; the RECIPIENT must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49CFR part 24), State Law and KYTC Division of Right of Way & Utilities Right of Way Guidance Manual and Relocation Assistance Manual. In the event condemnation occurs, the CABINET shall require prior written approval prior to the institution of any condemnation proceedings by the RECIPIENT.

The RECIPIENT shall ensure that all real property acquisition, relocation assistance, and property management are completed in a fair, equitable and approved manner consistent with all State and Federal laws and regulations governing the acquisition of real property for public use using State or Federal highway funding. (1) The RECIPIENT shall either adopt in writing the CABINET's written Policies and Procedures for Right of Way Acquisition and Relocation Assistance or present its own written Policies and Procedures for approval by the CABINET's Division of Right of Way and Utilities and, if applicable, the FHWA. (2) The RECIPIENT shall conduct all appraisals and appraisal reviews using personnel meeting the CABINET's minimum qualifications and listed on the CABINET's pre-qualified appraiser and reviewer list. (3) The RECIPIENT must use an acquisition consultant, prequalified by the CABINET, on all or any portion of the PROJECT, unless given prior approval by the CABINET to acquire property utilizing the RECIPIENT's staff. The selection of the consultant shall be in accordance with the CABINET's Division of Right of Way Guidance Manual. (4) All appraisals must be reviewed and approved by the CABINET's Central Office review appraisers, failure to do so will result in the PROJECT being ineligible for reimbursement. (5) The RECIPIENT shall provide property management in accordance with approved procedures and be responsible for the abatement of any asbestos containing materials and removal of contaminated soils pursuant to applicable State and Federal laws and regulations. (6) The RECIPIENT shall provide the CABINET and, when applicable, FHWA, necessary assurance that all real property has been acquired and

all displaced individuals, businesses, non-profit organizations and farms have been offered relocation assistance according to applicable State and Federal laws and regulations. (7) The RECIPIENT shall provide the CABINET, and when applicable, FHWA, necessary documentation for review and approval at various stages of the acquisition process, as described in the CABINET's Right of Way Relocation Assistance Guidance Manual.

The CABINET shall: (1) Review all appraisal reports to ensure proper appraisal practice and procedures as well as compliance with State and Federal laws and regulations, and (2) Approve the final value conclusion through the Director, Division of Right of Way and Utilities.

The RECIPIENT shall provide to the CABINET the following information on each parcel of real property to be acquired:

- A title opinion for the Property,
- An accurate legal description and plat delineating the shape and location of the Property to be acquired, (*In accordance to KYTC Division of Design Specifications)*
- The total area of the Property,
- The Property interest to be acquired

Should the acquisition of real property result in the displacement of a tenant-occupant, such displacement shall be subject to the requirements of the URA, as set out in implementing regulations 49 CFR Part 24. A displaced tenant shall be eligible for moving expenses and any other relocation expenses for which they might qualify.

Section 10. Restrictive Easements. The RECIPIENT acknowledges that the CABINET may require the placement of a restrictive easement approved by and in favor of the CABINET in the chain of title of any real property acquired or improved pursuant to the PROJECT in favor of the CABINET. If the Owner of any real property acquired or improved pursuant to the PROJECT is different from the RECIPIENT, then the Owner shall sign and be made a party to this AGREEMENT and the Owner hereby acknowledges, covenants and consents to the placement of a restrictive easement for perpetual maintenance of the property acquired or improved pursuant to the PROJECT in the chain of title in favor of the CABINET prior to final reimbursement by the CABINET.

Section 11. Reimbursable Utility Relocations. When conducting a utility relocation, KRS 177.035 and KRS 179.265 determine the necessity of payment on behalf of the utility company in question. When law requires the reimbursement of the work, the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities is negotiated, and an agreement is executed between the RECIPIENT and the utility company. Utility relocations shall be designed by the utility company and shown on the PROJECT's survey and general plan sheets. The impacted utility company, with its regular construction or maintenance personnel, and/or with an approved contractor or subcontractor, will furnish all engineering, administration, labor, and materials to make and complete all necessary adjustments of its facilities to accommodate the PROJECT. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If it is determined that the utility relocation

work is best conducted within the PROJECT's construction contract, the RECIPIENT or the authority designated by the RECIPIENT will negotiate, execute the agreement, and inspect the relocation work. If a conflict of interest arises between the RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 12. Non-Reimbursable Utility Relocations. When KRS 179.265 indicates the work is not reimbursable, the utility company shall design their relocation plan on the PROJECT's survey and general plan sheets. The RECIPIENT shall perform a review and approval of the relocation per agency policy and procedure. The RECIPIENT shall inspect the relocation and document the proper installation of the facilities. If a conflict of interest arises between RECIPIENT and a utility company, the CABINET shall intercede to provide the utility coordination.

Section 13. General Railroad Coordination. The RECIPIENT shall be charged with any railroad coordination for the PROJECT, the execution of a contract with the impacted railroad and oversight of the execution. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Manual. Correspondence pertaining to railroad coordination may impact both the project development and construction of the PROJECT. Therefore any and all correspondence regarding railroad coordination activities must be provided to both contracted parties. The CABINET's representative in such matter is the Central Office Rails Coordinator.

The RECIPIENT shall provide the following with the bid package for the PROJECT: a railroad coordination note defining any and all special project terms and conditions due to the involvement of the railroad company and an estimate of the PROJECT expenses for railroad coordination.

Section 14. General Utility Coordination. The RECIPIENT shall be charged with the identification of utility facilities in conflict with the PROJECT, the execution of a remedy for said conflict, and oversight of the execution. The CABINET encourages dutiful consideration of utility avoidance via design considerations. When avoidance is impossible, uneconomical or otherwise invalid, utility relocation is an acceptable remedy for conflict. All work related to the PROJECT shall be done in accordance with the CABINET's Standards, Specifications, Standard Drawings, and the Utilities and Rail Guidance Manual. Correspondence pertaining to utility coordination may affect both the project development and construction of the PROJECT. Therefore any and all correspondence regarding utility coordination activities must be provided to both contracted parties. The CABINET's representative on these matters is the District Office Utility Supervisor.

The RECIPIENT shall provide the following upon full execution of the utility relocation for the PROJECT: 3 sets of as-built plans for each utility company that completes facility relocation on the project prior to the construction letting, a utility and rail certification note defining the utilities and railroad identified in the PROJECT scope, relocations that have been performed, incomplete relocations, and completion schedules for the incomplete work. If no railroad is involved the note shall indicate as such.

Section 15. Permits and Licenses. The RECIPIENT is responsible for obtaining all permits and licenses required to initiate, perform and complete all phases of the PROJECT in an appropriate and timely

manner. Per the CABINET/FHWA Stewardship Agreement, the PROJECT may require more involvement from the FHWA.

Section 16. Design and Construction Standards. All Federal and State design and construction criteria for the type of work shall be followed, including but not limited to 23 CFR 625, the CABINET's Highway Design Manual, the CABINET's Standard Drawings, the CABINET's Standard Specifications for Road and Bridge Construction, the CABINET's Drainage Manual, the CABINET's Structural Design Manual, the American Association of State Highway Transportation Officials' (AASHTO) "Policy on Geometric Design of Highways and Streets", and the FHWA's Manual on Uniform Traffic Control Devices (MUTCD). All work performed shall be in accordance with the most recent edition of the CABINET's Standard Specifications for Road and Bridge Construction, as revised, and as provided in Subsection 105.01 of said Specifications. All materials furnished shall be in accordance with Subsection 106 of said Specifications to include all CABINET List of Approved Materials. These standards, specifications, and criteria are incorporated in this AGREEMENT by this reference.

Section 17. Consultant Selection. The RECIPIENT shall be responsible for all PROJECT design activities, which may be completed either by the RECIPIENT's staff or a consultant. If the RECIPIENT selects to perform the design work with internal staff, these costs will be eligible for an in-kind match if pre-approved by the CABINET Administering Office. If the RECIPIENT selects to perform the work through a consultant, the RECIPIENT, with the oversight and approval of the CABINET, shall be responsible for the advertisement, selection, and contracting for consultant engineering and related services for the PROJECT in compliance with the Federal requirements set forth in the Brooks Act USC 40 1101, Public Law 92-582, the FHWA policy outlined in 23 CFR 172, CABINET policies and procedures, the CABINET procurement policies, and the Kentucky Model Procurement Code as defined within KRS 45A.730-750. This requires the use of a Qualifications Based Selection (QBS) process for the selection of all engineering and related services. By complying with KRS 45A.730-750, the required Federal provisions of the Brooks Act will be satisfied. All plans and specifications must be prepared by a professional engineer or architect licensed in the Commonwealth of Kentucky and prequalified by the CABINET to practice the type of work to be done. If no CABINET prequalification category exists, a consultant must receive approval by the CABINET prior to working on the PROJECT. The RECIPIENT may choose to enter into a letter agreement with a consultant that has a statewide contract with the CABINET instead of going through the procurement process itself.

Section 18. Contractor Procurement. The RECIPIENT shall be responsible for all PROJECT construction activities, which may be completed either by the RECIPIENT's staff or by a contractor. If the RECIPIENT intends to use contractor services, the RECIPIENT shall be responsible for the advertisement, opening of bids, selection, and contracting for contractor services for the PROJECT, with the concurrence of the CABINET, in accordance with the Federal contract provisions listed in FHWA Form 1273 which take precedence over the Kentucky Model Procurement Code provisions KRS 45A.343 and KRS 45A.345-460, as well as KRS 424, 23 CFR 635, 23 USC 112. Bid proposals must be accepted for a minimum of 21 days

from the date of the first advertisement for award. Contractors and subcontractors must be pre-qualified by the CABINET for the type of work prior to being awarded a contract. If no CABINET prequalification category exists, a contractor or subcontractor must receive the approval of the CABINET prior to working on the PROJECT.

The RECIPIENT shall prepare an independent engineer's estimate in accordance with 23 CFR 630, Subpart B to compare against the contractors' bids for reasonableness. The RECIPIENT shall thoroughly review all bids and obtain concurrence from the CABINET prior to the award or the rejection of any contract of bids for work or materials to be used on this PROJECT. Factors that should be considered and documented in reviewing submitted bids are: a comparison of the bids against the engineer's estimate, the number of bids submitted, the distribution or range of bids received, the geographic location of bidders, any potential savings from readvertising the PROJECT, a comparison of bids against other recent bids for the same item or service, the urgency of the PROJECT, the number of times previously advertised or contracted for, the current market conditions, a comparison of unit bids versus engineer's estimate unit bids, the funding available. Determining whether the bids received are adequate involves considering any critical safety improvements, emergency repair or replacement of damaged facilities, the opening of otherwise completed facilities to traffic, furthering a phased construction schedule, or any other factors deemed important by the CABINET or FHWA. Specific Federal requirements defined within 23 CFR 635 require that the award be made to the lowest responsive bidder meeting the criteria of responsibility established by the CABINET.

Section 19. Contract Administration and Inspection It is understood that the RECIPIENT shall be responsible for all aspects of administration, testing, and inspections to ensure the materials and construction meet CABINET specifications and Federal quality assurance specifications referenced in 23 CFR 637 and 23 CFR 635.105 (a) or (b). This includes providing daily on-site inspection of contractor work activities and prompt processing all of the paperwork associated with the construction contract, including any change orders. The RECIPIENT must receive prior written CABINET approval for all change orders, but such approval shall not increase the funding obligated to the RECIPIENT under this AGREEMENT or otherwise.

The RECIPIENT shall use the most recent edition of the CABINET's Regional Highway and Bridge Construction Inspection advertisement for construction inspectors, or must receive CABINET approval to submit an Alternative Construction Inspection Plan. If the RECIPIENT does not have adequate staff to perform this work, the RECIPIENT may hire a consultant or enter into an agreement with another governmental agency to provide these services. The CABINET must review and approve the Construction Engineering and Inspection agreement and the agreement with the service provider and a copy of both in the PROJECT file as required by FHWA. If the RECIPIENT elects to hire a consultant, the RECIPIENT must ensure that the consultant staff is competent in construction inspection and performs all work under the direct supervision of a registered professional engineer or architect licensed in the Commonwealth of Kentucky. The use of a consultant does not relieve the RECIPIENT of ultimate responsibility for the proper

administration and inspection of the construction. If a consultant is used to provide inspection services, the RECIPIENT must also provide an appropriately certified and licensed RECIPIENT employee to be in responsible charge of the PROJECT and oversee the inspections.

When an Alternative Construction Inspection Plan is submitted, the RECIPIENT must ensure sufficient quantity and quality are delivered and that proper inspection documentation is maintained. The Alternative Construction Inspection Plan must be performed under the supervision of a Professional Engineer licensed in the State of Kentucky, include credentials and experience of inspectors, indicate testing consistent with the CABINET's Sampling Manual, detail the frequency, who will be responsible, and what will be included in reports, and coordinate with the CABINET's construction inspector.

The CABINET and/or the FHWA may conduct an announced or unannounced field review of the PROJECT at any time. This field review is intended to verify conformance with all laws, regulations, and policies applicable to the Federal-aid Highway Program and provide assistance to the RECIPIENT where necessary.

Section 20. Davis-Bacon and Related Acts. The 1931 Davis-Bacon Act (prevailing Federal wage) requires the RECIPIENT of all Federal-aid construction projects to comply with contractor and subcontractor payment rates and fringe benefits as determined by the Secretary of Labor for corresponding classes of laborers and mechanics engaged on similar construction, alteration, and/or repair of public buildings or public works, painting, or decorating projects in the locality. Specific wage rates shall be included in the construction contract between the RECIPIENT and the contractor, which must also include a contract provision that overrides the general applicability provisions in Form FHWA-1273, Sections IV and V.

Section 21. The Contract Work Hours and Safety Standards Act. During the construction of the PROJECT, the RECIPIENT shall comply with the Contract Work Hours and Safety Standards Act which contains weekly (after 40 hours) overtime pay requirements and applies to most Federal contracts which may require or involve the employment of laborers and mechanics, including watchmen and guards. Section 107 of the Act provides health and safety standards on covered construction work which are administered by the Occupational Safety and Health Administration (OSHA). The RECIPIENT shall refer to the Contract Work Hours and Safety Standards Act for the requirements under this provision.

Section 22. The Copeland "Anti-Kickback" Act. The RECIPIENT shall comply with the "Anti-Kickback" section of the Copeland Act, which makes it punishable to induce any person working on a Federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment." The RECIPIENT shall refer to the Copeland Act for the requirements under this provision.

Section 23. Title VI - Civil Rights Act of 1964. The RECIPIENT shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the United States Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the RECIPIENT pursuant thereto, including prohibition regarding discrimination.

Section 24. Equal Employment Opportunity (Equal Opportunity Act of 1972). In connection with the execution of this AGREEMENT, the RECIPIENT shall take affirmative action and not discriminate against any employee or applicant for employment to ensure that applicants are employed, and that employees are fairly treated during their employment. Such actions 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 of training including apprenticeship. The RECIPIENT shall incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this AGREEMENT.

Section 25. Non Discrimination (Executive Order 11246). Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the RECIPIENT agrees as follows:

a. The RECIPIENT will not discriminate against any employee, applicant, contractor or consultant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The RECIPIENT further agrees to comply with the provisions of the Americans with Disabilities Act (ADA) 42 USC 12101 et seq, Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The RECIPIENT agrees to provide, upon request, needed reasonable accommodations. The RECIPIENT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. 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 compensations; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. The RECIPIENT will, in all solicitations or advertisements for work placed by or on behalf of the RECIPIENT; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

c. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the RECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance.

d. The RECIPIENT will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The RECIPIENT will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the PROJECT books, records and accounts by the CABINET or FHWA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the RECIPIENT may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

g. The RECIPIENT will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No.11246 of September 24, 1965, as amended, so that such provisions will be binding upon each contractor, subcontractor, consultant or vendor. The RECIPIENT will take such action with respect to any contract, subcontract or purchase order as the CABINET or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a RECIPIENT becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction by the CABINET or FHWA, the RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

Section 26. Disadvantaged Business Enterprise (DBE) Requirements. An applicant DBE firm must be given consideration for participation in the PROJECT and a DBE goal shall be set by the CABINET for work on the PROJECT. The CABINET shall review and approve the DBE goal based on CABINET processes and procedures. Any participating DBE firm must be certified as a DBE firm and be prequalified with the CABINET. The RECIPIENT agrees to comply with the DBE Requirements contained within 23 CFR 635 Subpart A, Section 1101(b) of Public Law 109-59 and 49 CFR Part 26 to ensure equal opportunity to socially and economically disadvantaged small businesses.

Assurance. The contractor, subrecipient or subcontractor shall not discriminate in the performance of this AGREEMENT. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts assisted by the United States Department of Transportation. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other allowable remedy the CABINET deems appropriate. Each

contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement. The contract between the RECIPIENT and the contractor shall include a contract provision that requires the contractor to comply with 49 CFR 26.29 and pay its subcontractors within ten (10) working days from receipt of each payment RECIPIENT makes to the contractor. The RECIPIENT shall prohibit the contractor from withholding retainage on any subcontract on this PROJECT to ensure prompt and full payment from the contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

Section 27. Prohibited Interest. No member, officer, or employee of the CABINET or the RECIPIENT during his tenure or for one (1) year thereafter shall have any financial interest, direct or indirect, in this AGREEMENT or the proceeds thereof as identified in KRS 45A.340. The CABINET and the RECIPIENT shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11A. No member, officer, or employee of the CABINET or RECIPIENT shall collude or lobby on behalf of this PROJECT without penalty, including but not limited to suspension or debarment.

Section 28. Covenant Against Contingent Fees. The RECIPIENT warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the CABINET shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 29. Interest of Members of or Delegates to Congress. No funding has been or will be paid to a member or delegate to the Congress of the United States in connection with the awarding of this Federal contract. Nor shall any member of or delegate to the Congress of the United States receive any benefit arising out of this Federal contract.

Section 30. Standards for the Treatment of Historic Properties. Projects including but not limited to Historic preservation, impacting properties on or eligible for the National Register of Historic Places shall meet applicable Secretary of the Interior's Standards for the Treatment of Historic Properties, the Standards and Guidelines for Archeology and Historic Preservation, and all other applicable federal or state historic property requirements prior to the payment of any monies under this AGREEMENT.

Section 31. Maintenance as Public Facilities. The RECIPIENT agrees to maintain the facilities in an acceptable condition and for a public purpose in accordance with the Maintenance Plan. In addition, any applicable landscaping in any project shall be maintained in an acceptable condition to include mowing, trimming, or other maintenance. In the event that the property is not maintained as a public facility, the RECIPIENT shall reimburse the FHWA for all proceeds provided for in this PROJECT including any applicable interest, unless such change in use is approved in writing by the CABINET and FHWA, if applicable. The RECIPIENT shall obtain concurrence from the CABINET's District 7 Chief District Engineer

in Lexington of a Maintenance Plan for any facilities to be constructed, prior to the awarding of any contract to construct such facilities.

Section 32. Americans with Disabilities Act. 42 USC 1201 et seq. The RECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. ADA prohibits discrimination against otherwise qualified individuals under any program or activity receiving Federal financial assistance covered by this AGREEMENT and imposes requirements that affect the design, construction, and maintenance of all transportation projects, to provide access to all facilities.

Section 33. Applicable Laws. This AGREEMENT shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, the United States of America, and the Commonwealth of Kentucky.

Section 34. Hold Harmless Clause. To the extent permitted by law, the RECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of any character arising from any injuries, payments or damages received or claimed by any person, persons, or property resulting from implementation of any phase of the PROJECT or occurring on or near the PROJECT site.

Section 35. Contract Completion. The RECIPIENT is responsible for ensuring that all PROJECT construction activities have been completed and is responsible for providing all of the necessary paperwork as required by the construction contract. This involves conducting a pre-audit of all contract items and associated paperwork. When complete, the RECIPIENT's project engineer in responsible charge of the PROJECT shall notify the CABINET the PROJECT is ready for final inspection. The RECIPIENT will conduct, document and submit to the CABINET a field inspection to verify completion of the work in substantial conformance with the AGREEMENT. The RECIPENT's project manager shall certify the PROJECT was constructed in accordance with the plans and specifications and that the contractor has paid all suppliers and subcontractors in full.

In accordance with 2 CFR 200, the RECIPIENT shall maintain all PROJECT records for three (3) years after final payment.

Section 36. Audit and Inspection. The RECIPIENT, contractor and any subcontractors shall permit the CABINET, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records, including any audit(s) of the RECIPIENT pertaining to the PROJECT.

The RECIPIENT hereby acknowledges its duty to the CABINET to determine whether it is subject to the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. The RECIPIENT shall follow 2 CFR 200 In Accordance with 2 CFR Subpart F, If the RECIPIENT has expended more than $750,000 in Federal funding from all sources in the RECIPIENT's fiscal year, the

RECIPIENT shall provide the CABINET copies of their 2 CFR 200 Subpart F audit reports within 9 months of their fiscal year end.

The RECIPIENT hereby acknowledges it is responsible to inform any entity it intends to hire or use as a contractor, as defined in KRS 45A.030(9), that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any of the contractor's books, documents, papers, records, or other evidence, which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, any of the contractor's books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the AGREEMENT shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the AGREEMENT. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a State government agency were providing the service.

Section 37. Campaign Finance. The RECIPIENT shall certify that the contractor swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Section 38. Violations. Pursuant to KRS 45A.485, the RECIPIENT shall certify that all contractors shall reveal to the CABINET any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the State sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The RECIPIENT shall certify that all contractors agree to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of this AGREEMENT shall be grounds for the cancellation of the contract or subcontract and disqualification of the contractor from eligibility for future State contracts for a period of two (2) years.

Section 39. Personal Service Contracts and Memoranda of Agreement. If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the committee is overridden by the Secretary of Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 40. Disputes. Any dispute concerning a question of fact in connection with the work, not disposed of by agreement between the RECIPIENT and the CABINET, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final. Regulations concerning any claims to be filed by a contractor are referenced in 23 CFR 635.124.

Section 41. Agreement Change. Any proposed change to the Scope of Work or time extension to this AGREEMENT shall comply with 23 CFR 635.120 and 635.121 and shall be evidenced in writing at the mutual consent of the RECIPIENT and the CABINET.

Section 42. Termination. The CABINET may cancel all reimbursements under this AGREEMENT at any time deemed to be in the best interest of the CABINET by giving thirty (30) calendar days written notice of such cancellation to the RECIPIENT. If reimbursement under this AGREEMENT is canceled under this section by reason other than violation of this AGREEMENT or any applicable law by the RECIPIENT, its agents, employees and contractors, the CABINET shall reimburse the RECIPIENT according to the terms hereof for all expenses incurred under this AGREEMENT to the date of such cancellation of reimbursement. The RECIPIENT may seek to cancel its obligations under this AGREEMENT at any time deemed to be in the best interest of the RECIPIENT by giving thirty (30) calendar days written notice of such request to the CABINET. If the CABINET agrees to allow the RECIPIENT to cancel the PROJECT or cancel its obligations under this AGREEMENT, the RECIPIENT shall reimburse the CABINET for all Federal funding reimbursements made under this AGREEMENT.

Section 43. Resolution. The RECIPIENT shall pass a resolution authorizing the Mayor to sign this AGREEMENT on behalf of the RECIPIENT. An acceptable Resolution shall contain the Project name, description, amount of funds being provided and an acknowledgement that the RECIPIENT agrees to ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the AGREEMENT. Furthermore, by accepting the funds the RECIPIENT agrees to all terms and conditions stated in the AGREEMENT. A copy of the resolution shall be attached to the AGREEMENT (Attachment B) and returned to the CABINET prior to full execution of this PROJECT.

Section 44. Responsible Charge. The RECIPIENT shall designate a Person in Responsible Charge of this PROJECT according to the terms outlined in Attachment C. The RECIPIENT will provide the name and contact information for the Person in Responsible Charge prior to full execution of this PROJECT. The Attachment C information must be current for the RECIPIENT to be in compliance with the federal regulations and an eligible recipient of federal funds. Should a change occur, the RECIPIENT must submit a revised Attachment C within 7 days. Failure to comply can result in cancellation of the PROJECT.

Section 45. Original and Supplemental Agreements. All other terms and conditions of the original AGREEMENT executed on April 11, 2022, shall remain in effect and are legally binding.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives.

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET:

Approved as to form and legality:

_____	_____
Attorney	Jim Gray, Secretary
Date: _____	Date: _____

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Approved as to form and legality:

_____	Linda Gorton
Attorney	Linda Gorton, Mayor
Date: _____	Date: 3/19/2024

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
LIBERTY ROAD IMPROVEMENTS PROJECT
ITEM NO. 07-00329.00
SUPPLEMENTAL AGREEMENT NO. 1
$356,000 SLX FEDERAL FUNDS

ATTACHMENT A
SCOPE OF WORK AND BUDGET SUMMARY

Scope of Work:

RECIPIENT UEI NUMBER:_____

The PROJECT will provide a multimodal upgrade of Liberty Road from New Circle Road to Winchester Road. The budget and scope of work include design. The PROJECT is included in the Lexington Area Metropolitan Planning Organization Transportation Improvement Program FY2021-FY2024, and has been incorporated by reference into the Statewide Transportation Improvement Program.

Budget:

		Federal Funds (SLX)	Local Funds	State Funds	Total
Original MOA (April 11, 2022)	Design Phase Funding: RECIPIENT Program# 1450801D	$640,000.00	$160,000.00	-	$800,000.00
	Design Phase Funding: Cabinet Program# 1450802D	$64,000.00	-	$16,000.00	$80,000.00
Supplemental Agreement No.1 (Current)	Design Phase Funding: RECIPIENT Program# 1450801D	$356,000.00	$89,000.00	-	$445,000.00
	Design Phase Funding: Cabinet Program# 1450802D	$35,600.00	-	$8,900.00	$44,500.00
Design Phase Total for LFUCG		**$996,000.00**	**$249,000.00**		**$1,245,000.00**
Design Phase Total for Cabinet		$99,600.00	-	$24,900.00	$124,500.00

All federally-funded projects are set up in phases (design, ROW, utilities, construction). No work can begin on any phase of a project until the CABINET provides a written notice to proceed for that phase. Funding for this project will be programmed with FHWA as each phase is approved. Effective December 26, 2014, FHWA requires a project end date for each federal project phase programmed. As each phase of the project is programmed with FHWA a supplemental agreement will be sent to the project sponsor to add the funding and adjust the project end date. Any expenditure incurred by the project sponsor after the end date will not be eligible for reimbursement. If the project sponsor requires an extension, they must notify the Administering Office thirty (30) days before the project end date.

Estimated Future Phases:

		Federal Funds	Fiscal Year
Estimated	Right of Way	$1,636,800	2024
	Utilities	$545,600	2025
	Construction	$9,944,000	Future

ATTACHMENT B

ATTACH A RESOLUTION HERE

RESOLUTION NO. 073 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 1 WITH THE KENTUCKY TRANSPORTATION CABINET FOR ACCEPTANCE OF $356,000.00 IN ADDITIONAL FEDERAL FUNDS, UNDER THE SURFACE TRANSPORTATION PROGRAM (SLX), FOR THE DESIGN PHASE OF THE LIBERTY ROAD IMPROVEMENTS PROJECT, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT TO THE EXPENDITURE OF $89,000.00 AS A LOCAL MATCH, AND AUTHORIZING THE MAYOR TO TRANSFER UNENCUMBERED FUNDS WITHIN THE GRANT BUDGET FOR THESE GRANTS.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute Supplemental Agreement No. 1 with the Kentucky Transportation Cabinet for the acceptance of $356,000.00 in additional federal funds under the Surface Transportation Program (SLX) for the design phase of the Liberty Road Improvements Project, the acceptance of which obligates the Lexington-Fayette Urban County Government to the expenditure of $89,000.00 as a local match.

Section 2 - That subject to the provisions of Section 7-48 of the Lexington-Fayette Urban County Government Code of Ordinances, the Mayor is hereby authorized, in her discretion as Chief Executive Officer of the Urban County Government, to transfer the unencumbered balance of any operating or capital account appropriation to another operating or capital account appropriation within the Grant budget previously established for this Grant.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSSED URBAN COUNTY COUNCIL: March 7,2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0130-24:ANB:4883-5853-6097, v. 2

ATTACHMENT C
PERSON IN RESPONSIBLE CHARGE

Upon federal-aid project delegation to the RECIPIENT by the CABINET, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of the RECIPIENT:

1. Pursuant to 23 CFR 635.105(c) (4), the RECIPIENT acting as a subrecipient of federal transportation funds must provide an employee of that agency, who is available full time, to be in responsible charge of the PROJECT. The individual in responsible charge of the PROJECT is held accountable for ensuring that all applicable Federal and State regulations are followed on the PROJECT. This person will have the authority and resources to manage the PROJECT and will be the primary point of contact with the CABINET. This person may be the project engineer provided that the project engineer is a full-time employee of the RECIPIENT. If the project engineer is a consultant, the person in responsible charge must be a full-time employee of the RECIPIENT.

2. The undersigned and the designated RECIPIENT's person in responsible charge of this PROJECT has read and understands the contract administration and inspection responsibilities described in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies* (LPA Guide).

3. The undersigned will carry out this PROJECT in accordance with the applicable Federal and State laws and associated regulations identified in the LPA Guide.

4. The undersigned will enforce compliance with the above-mentioned laws; regulations, policies, and guidelines by its consultants, contractors, and subcontractors.

5. The undersigned certifies the designated person in responsible charge will:
   - Have the ability to visit the PROJECT or attend meetings related to the PROJECT as needed.
   - Be responsible for ensuring that the PROJECT is delivered on time in accordance with established milestones and the terms of the contract between the RECIPIENT and the CABINET.

6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Mark Feibes, P.E.	Position with RECIPIENT: Section Manager Design and Construction - Division of Engineering
E-mail: mfeibes@lexingtonky.gov	Phone: 859 258-3428
Signature:	

7. Should the RECIPIENT require a change to the Person in Responsible Charge, they will notify the CABINET, designate a new Person in Responsible Charge, and resubmit the Attachment C within 7 days of the change. The new Attachment C will be incorporated into this Agreement upon approval by the CABINET.

Linda Gorton
Linda Gorton, Mayor

3/20/2024
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0131-24

File ID: 0131-24 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** 040-2024 **In Control:** Urban County Council

File Created: 01/29/2024

File Name: Request Council authorization to execute agreement with Palmer Engineering in the amount of $172,187 for design for Wilson Downing Intersection Improvements. Cost not to exceed $172,187.

Final Action: 03/07/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement (awarded pursuant to RFP No. 8-2023) with Palmer Engineering, for design engineering services for the Wilson Downing Intersection Improvements Project, for the Div. of Engineering, at a cost not to exceed $172,187. [Div. of Engineering, Burton]

Notes: Stamped and filed in the CCO. Returned to celia Moore 3/14/2024. MS

Sponsors:

Enactment Date: 03/07/2024

Attachments: 24-Blue Sheet Memo Palmer Engineering, 2023-8 Wilson Downing Intersection Improvements ESA (for Mayor's Signature), Wilson Downing Intersection Improvements - Location Map, 0131-24 (Palmer Engineering Agreement) 4878-5830-0065 v.1.doc, R-074-2024, Contract #040-2024

Enactment Number: R-074-2024

Deed #:

Hearing Date:

Drafter: Katrina James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
2	Urban County Council	02/15/2024	Received First Reading	Urban County Council	03/07/2024		
2	Urban County Council	03/07/2024	Approved				Pass

Text of Legislative File 0131-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Agreement (awarded pursuant to RFP No. 8-2023) with Palmer Engineering, for design engineering services for the Wilson Downing Intersection Improvements Project, for the Div. of Engineering, at a cost not to exceed $172,187. [Div. of Engineering, Burton]

Summary

Authorization to execute an Agreement with Palmer Engineering, pursuant to RFP No. 8-2023, for the design of Wilson Downing InterSection Improvements, at a cost not to exceed $172,187. Funds are Budgeted. (L0131-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Ashleigh Bailey, 1/29/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $172,187.00

Annual Impact: $0

Project: WILSON_D_2023

Activity: DESIGN

Budget Reference: 2023

Current Balance: $190,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **JANUARY 26, 2024**

SUBJECT: **Authorization to Execute Agreement with Palmer Engineering for Design RFP #8-2023 Wilson Downing Intersection Improvements**

Request: Council authorization to execute agreement with Palmer Engineering in the amount of $172,187 for design for Wilson Downing Intersection Improvements. Cost not to exceed $172,187.

Purpose of Request: On October 27, 2022 (Resolution 589-2022), Council approved to accept award from the Kentucky Transportation Cabinet from the CRRSSA and SLX Programs in the amount of $144,000 with $6,000 local match for total project $150,000 for the design of the Wilson Downing Intersection Improvements Project. On November 2, 2023 (Resolution 606-2023), Council accepted $32,000 in federal funds under the Surface Transportation Program (SLX) for the design phase with local match of $8,000 for a total design phase cost of $40,000.

The LFUCG Division of Engineering needs this action to design the Wilson Downing Intersections Improvements project. This project will provide a right turn lane at the Tates Creek Road-Wilson Downing Road intersection and a roundabout at the Belleau Wood Drive-Wilson Downing Road intersection.

What is the cost in this budget year and future budget years? Total Cost in FY 2024 is $172,187. There are no anticipated costs in future budget years.

Are the funds budgeted? Yes, 3160-303202-3251-91715 WILSON_D_2023

File Number: 0131-24

Director/Commissioner: Burton/Albright

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2023 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Palmer Engineering** (**CONSULTANT**). **OWNER** intends to proceed with the **Wilson Downing Intersections Improvements Project** as described in the attached "**Scope of Services**" document **(Attachment 1)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the **Wilson Downing Intersections Improvements Project**. 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, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **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. Meet with **OWNER** to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.

1.2.4. Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of August 24, 2023 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Palmer Engineering** (**CONSULTANT**). **OWNER** intends to proceed with the **Wilson Downing Intersections Improvements Project** as described in the attached "**Scope of Services**" document (**Attachment 1**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the **Wilson Downing Intersections Improvements Project**. 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, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **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. Meet with **OWNER** to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.

1.2.4. Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one (1) copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. The **OWNER** shall prepare contract agreement forms, general conditions, bid forms, invitations to bid and instructions to bidders, and other related documents. **CONSULTANT** shall prepare for review and approval any special conditions applicable to the project.

1.3.5. Furnish up to five (5) copies (total TBD) of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: Negotiations with property owners for acquisitions of easements and right-of-way will be performed by LFUCG personnel.

1.5. Bidding or Negotiating Phase

The **Owner** shall lead the Bidding or Negotiation Phase. During Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as outlined in the "Scope of Services".

1.6. Construction Phase

The **OWNER** shall lead construction project management of the Construction Phase. During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as listed in the "Scope of Services".

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 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. See Attachment 1 Scope of Services, 12. Schedule and Completion (attached) for the detailed project schedule.

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.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **one hundred seventy-two thousand one hundred eighty-seven dollars and zero cents ($172,187.00)**.

5.1.2. For Extra Work.
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

5.2.1. **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.

5.3. Other Provisions Concerning Payments.

5.3.1. 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 an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. 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, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including 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 which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**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 sub-**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 applicable provisions of the Kentucky Revised Statues.

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, to be provided under this Agreement. 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 concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning, Preservation and Development, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without 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. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

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**.

6.8. Access to Records.

The **CONSULTANTS** 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 contract period and for three (3) years from the date of final payment under the contract 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 contracts.

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 sub-consultants 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**.

Coverage	Limits
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, $3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER.**

b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, 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**, unless **OWNER** waives requirement.

c. **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.

d. 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. Deductibles and Self-Insured Programs

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.
b. Any records of any self-insured trust fund plan or policy and related accounting statements.
c. Actuarial funding reports or retained losses.
d. Risk Management Manual or a description of the self-insurance and risk management program.
e. A claim loss run summary for the previous five (5) years.
f. Self-Insured Associations will be considered.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall

provide **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of its 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 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** may elect at 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 the work.

6.10 Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

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 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. Limits of Liability, as described in Section 6.9.2., shall be $4,000,000.00.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Jake Stephens, PE, Municipal Engineer Sr., of the Division of Engineering, (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. The following Exhibits are attached to and made a part of this Agreement:

8.2.1 Attachment 1 "Wilson Downing Intersections Improvements Project – Scope of Services" consisting of ten (11) pages, plus three (3) page map attachments.

8.2.2 Attachment 2 "Request for Qualifications" consisting of fifty-two (52) pages and attachments.

8.2.3 Attachment 3 "Fee Proposal" consisting of eighteen (18) pages.

8.2.4 Attachment 4 "Certificate of Insurance" consisting of two (2) pages.

8.3. This Agreement (consisting of pages 1 to 14 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules 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
200 East Main St.
Lexington, KY 40507

BY: _____
LINDA GORTON, MAYOR

CONSULTANT:

Palmer Engineering
301 E Main St.
Lexington, KY 40507

BY: _____
DAVID LINDEMAN, PRINCIPAL

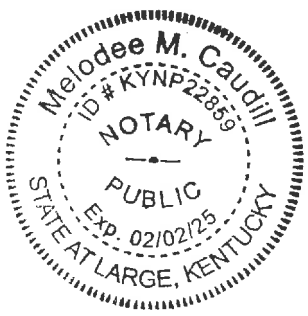
ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David Lindeman, as the duly authorized representative for and on behalf of Palmer Engineering, on this the 24th day of August, 2023.

My commission expires: 02/02/25.

Melodee M. Caudill
NOTARY PUBLIC



ATTACHMENT 1

SCOPE OF SERVICES

Attachment 1

Wilson Downing Intersections Improvements Project – Scope of Services

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The basic services outlined in this Scope of Services document include the preliminary and final design for the Wilson Downing Intersections Improvements Project.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.
Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections
Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds
Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd. onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.

- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.

- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.

- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.

- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.

- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.

- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions

- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit up to five (5) full size paper copies (total TBD) to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1. Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and furnish up to five (5) paper copies (total TBD) to the LFUCG Division of Engineering, one (1) paper copy to each of the local utility companies, and one (1) copy to the Kentucky Transportation Cabinet. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans may be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.

- Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
- And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.

- Master Utility Plan. Display the following in plan format:
  - All existing utilities and proposed relocations, as furnished by the utility companies
  - All utility information required by the survey and utility coordination sections of this Scope
  - All existing and new storm and sanitary facilities
  - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.

- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions

- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)

- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

The Owner shall prepare and certify a tabulation of bid prices.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested

- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map

- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

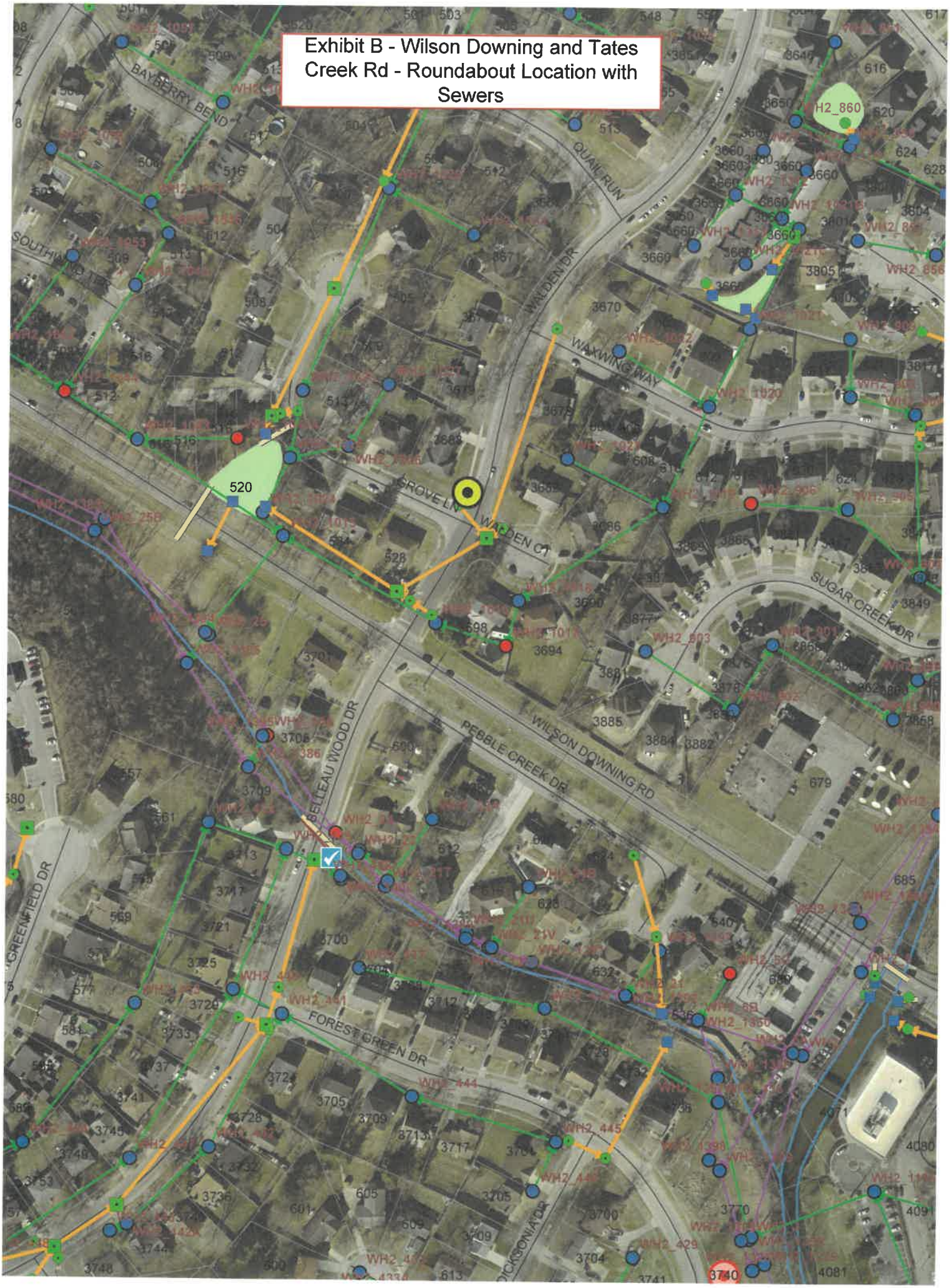
Exhibit B - Wilson Downing and Tates Creek Rd - Roundabout Location with Sewers
BAYBERRY BEND
QUAIL RUN
WALDEN DR
WAXWING WAY
GROVE LN
WALDEN CT
SUGAR CREEK DR
WILSON DOWNING RD
PEBBLE CREEK DR
BELLEAU WOOD DR
FOREST GREEN DR
520

Exhibit C - Wilson Downing and Tates Creek Rd - Turning Lane with Sewers
Approximate Location of Turning Lane
WILSON DOWNING RD
APPIAN WAY
TATES CREEK RD
TATES CREEK CENTRE DR
WAXWING WAY
WH2_1196
WH2_1198
WH2_1200
WH2_1202
WH2_1204
WH2_1208
WH2_1349
WH2_750
WH2_9AA
4049
4091
4051
4101
4020
3740
3770
3849
3844
3848
3852
3845
679
695

ATTACHMENT 2

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #8-2023 for Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 28, 2023.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (25 Points)
4. Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

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 *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____
Company

_____
Company Representative

_____
Date

_____
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFQ/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From:** **To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFQ/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFQ may be grounds for disqualification.

3. 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 this RFQ. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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 LFUCG, which approval shall not be unreasonably withheld.

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

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

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 (DOI). 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. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG 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. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Statements of Qualifications – Professional Services

Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek

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The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.
Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections
Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds
Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

PREQUALIFICATION

To respond to this project, the Consultant/consulting team must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd.

onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.

- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.

- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.

- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.

- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.

- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.

- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections

- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1. Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical

c. Cross sections sheets	1" =	5' horizontal
	1" =	5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to

significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map
- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (25 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

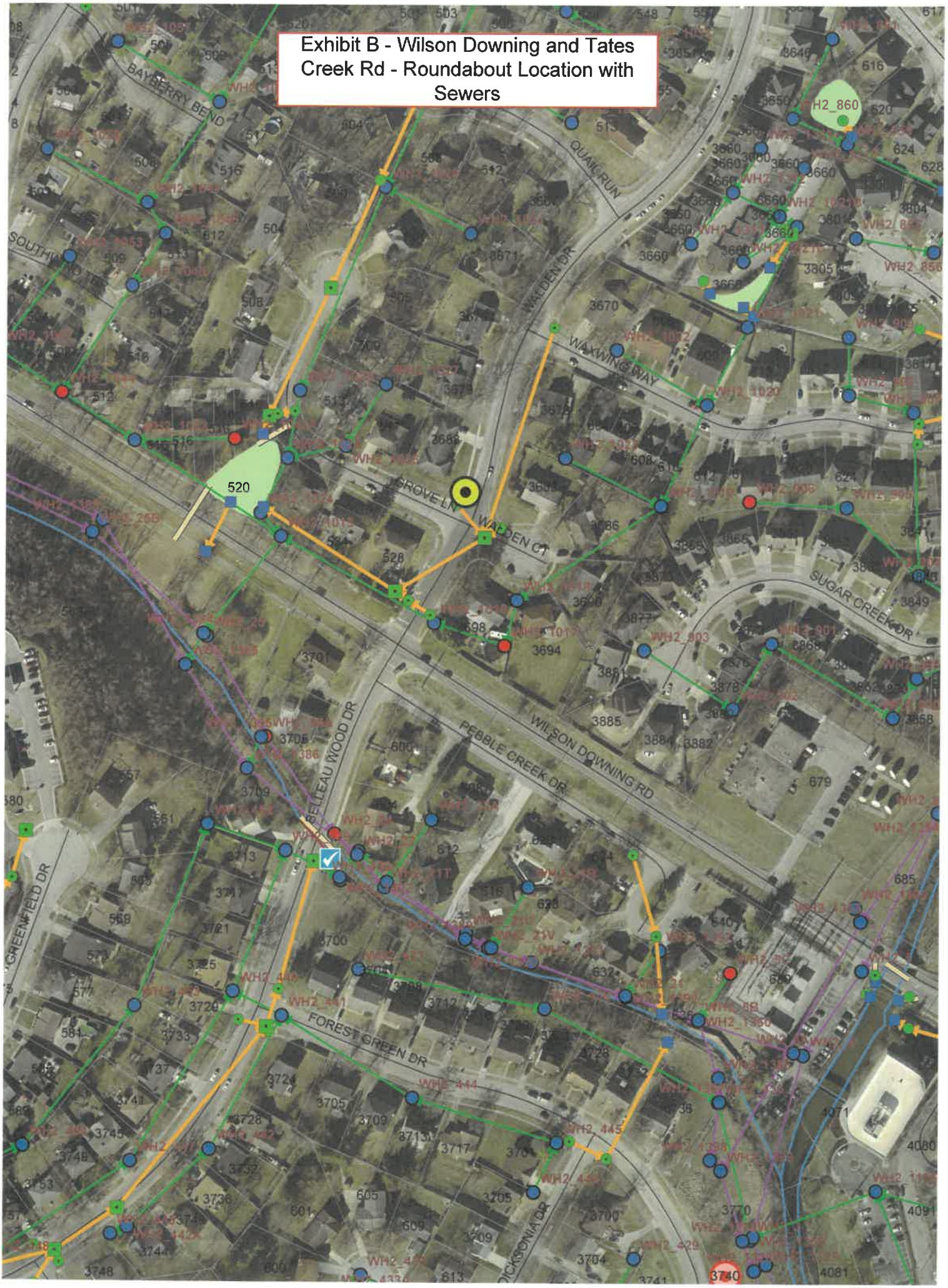


Exhibit B - Wilson Downing and Tates Creek Rd - Roundabout Location with Sewers
BAYBERRY BEND
QUAIL RUN
WALDEN DR
WAXWING WAY
WALDEN CT
SUGAR CREEK DR
WILSON DOWNING RD
PEBBLE CREEK DR
FOREST GREEN DR
GREENFIELD DR
DICKSONIA DR
520

Exhibit C - Wilson Downing and Tates Creek Rd - Turning Lane with Sewers
Approximate Location of Turning Lane
WILSON DOWNING RD
TATES CREEK RD
TATES CREEK CENTRE DR
WAXWING WAY
APPIAN WAY
WH2_1196
WH2_1198

ATTACHMENT 3

FEE PROPOSAL

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	COUNTY:	Fayette	ITEM #:	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	61	55	$ 53.26	$ 2,929.30
PRELIMINARY LINE AND GRADE	192	171	$ 63.58	$ 10,872.18
UTILITY COORDINATION	6	0	$ 63.58	$ -
RIGHT OF WAY PLANS	25	0	$ 63.58	$ -
FINAL PLAN PREPARATION	379	369	$ 63.58	$ 23,461.02
MEETINGS	32	60	$ 71.82	$ 4,309.20
PUBLIC INVOLVEMENT	44	44	$ 71.82	$ 3,160.08
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	739	699	$ 63.99	**$ 44,731.78**

OVERHEAD (178.01 %)	$	79,627.04
PROFIT (15.00 %)	$	18,653.82
COST OF MONEY (0.21 %)	$	93.94

DIRECT COSTS	AMOUNT
see attached	$ 12,730.40
TOTAL DIRECT COSTS	**$ 12,730.40**

SUBCONSULTANTS	AMOUNT
Element Design Group	$ 16,350.00
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ 16,350.00**

TOTAL FEE	**$ 172,187**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Palmer Engineering**		SIGNED BY: Stephen Sewell
CONSULTANT SIGNATURE	TITLE: Vice President	DATE: 8/18/2023
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT Palmer Engineering

COUNTY Fayette
PROJECT Wilson Downing Rd
UPN
FED. NO.
ITEM NO.

Escalation:
Estimated Notice to Proceed: 10/1/2023
Estimated End of Project: 10/1/2024
rate = 4.03% midpoint: 4/1/2024
period = 1.93
factor = 0.07924
Overhead 179.09%
Facilities cost of Money 0.36%

* effective 4/27/2022			Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plan Preparation	Meetings	Public Involvement
POSITION	**Avg. Rate ***	**Escalated Rate**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 7**
Principal	$123.56	$133.35	2%	5%	5%	5%	5%	15%	15%
Project Manager	$78.38	$84.59	0%	20%	20%	20%	20%	25%	25%
Professional Sr. Transportation Enginee	$73.73	$79.57	0%	15%	15%	15%	15%	10%	10%
Professional Transportation Engineer	$44.29	$47.80	0%	20%	20%	20%	20%	40%	40%
Engineer-in-Training	$33.25	$35.88	0%	15%	15%	15%	15%	10%	10%
Engineer Technician II	$52.25	$56.39	8%	20%	20%	20%	20%	0%	0%
Engineer Technician I	$34.09	$36.79	0%	5%	5%	5%	5%	0%	0%
Party Chief	$54.13	$58.42	45%	0%	0%	0%	0%	0%	0%
Instrumentman	$40.75	$43.98	45%	0%	0%	0%	0%	0%	0%
TOTAL			**100% $53.26**	**100% $63.58**	**100% $63.58**	**100% $63.58**	**100% $63.58**	**100% $71.82**	**100% $71.82**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

SURVEY

No.	ITEM	CREW	UNIT		HRS/UNIT	
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	0.3	2	1
2	Utilities - (data gathering, identification & contact)	1	No.	0	1	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.3	2	1
	CONTROL					
4	Horizontal	2	Mile	0.3	6	4
5	Vertical	2	Mile	0.3	6	4
6	Process data	1	Mile	0.3	4	1
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile	0.3	2	1
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0	6	0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	8	8
11	Process data	1	Mile	0.3	8	2
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	2	2	8
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	1	4	8
21	Process data	1	Mile	0.3	8	2
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	5	1	5
23	Field tie property lines/corners	2	Parcel	5	1	10
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
	SURVEY TOTAL					**55**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT		HRS/UNIT	
30	Computer setup	LS	0.5	4	2
31	Prepare existing manuscripts	Mile	0.6	6	4
32	Establish approximate property lines and ownership	Parcel	0	1	0
33	Study and develop typical sections	No.	1.5	2	3
34	Study and develop horizontal alignments	Mile	0.4	30	12
35	Study and develop vertical alignments	Mile	0.4	60	24
36	Create and evaluate proposed roadway models	Mile	0.4	60	24
37	Design entrances/Tie-ins	No.	5	2	10
38	Pre-size pipes (all alternates)	No.	6	2	12
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int	1	16	16
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int	1	16	16
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	1.8	12	22
44	Study and develop maintenance of traffic plan	LS	0.8	8	6
45	Plot/print copies of plans for team meeting and inspections	LS	1	8	8
46	Calculate preliminary quantities and develop cost estimates	Alt.	0.8	8	6
47	Revise plans and estimates	LS	0.8	8	6
48	Preliminary Right of Way with taking areas	Parcel	0	1	0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					
52					
53					
54					
55					
	PRELIMINARY LINE AND GRADE TOTAL				**171**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	1	No.	0	3	0
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	ATION MISCELLANEOUS					
59						
	COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	0	1	0
61	Establish property and ownership	Parcel	0	2	0
62	Calculate Right of Way	Parcel	0	1	0
63	Prepare legal descriptions	Parcel	0	2	0
64	Complete Right of Way summary sheet	Parcel	0	1	0
65	Generate Right of Way strip map (scale 1" = 200')	Sheet	0	2	0
66	Prepare Right of Way Plans Submittal	LS	0	4	0
67	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					0
72					0
73					0
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	1	4	4
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.3	8	2
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.	10	1	10
85	Develop final roadway model	Mile	0.3	60	18
86	Develop proposed design	Mile	0.3	40	12
87	Generate plan sheets (scale 1" =20')	Sheet	2	12	24
88	Generate profile sheets (scale 1" = 20')	Sheet	2	12	24
89	Detail cross sections (scale 1" =5')	No.	30	1	30
90	Design entrances	No.	5	2	10
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	6	2	12
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.	6	2	12
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile	0.3	16	5
105	Develop Erosion Control Plan (scale 1"=100')	Mile	0.3	16	5
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	2	2	4
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile	0.3	12	4
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile	0.3	26	8
123	Calculate final quantities	Mile	0.2	16	3
124	Complete general summary	LS	0.8	8	6
125	Complete paving summary	LS	0.8	8	6
126	Complete drainage summary	LS	0.8	8	6
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	0.8	8	6
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.3	60	18
131	Prepare final construction plans submittal	LS	1	16	16
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	16	16
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	LPA Documents	LS	1	40	40
139	Construction Bidding	LS	1	16	16
140	Signal Modifcation Plans	Each	1	40	40
141					0
142					
143					
144					
145					
	FINAL PLANS TOTAL				**369**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

MEETINGS

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
150	Prelim. line and grade inspection	2	No.	1	4	8
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.	1	4	8
153	Misc. project coordination meetings	2	No.	6	3	36
154	Project team meetings	2	No.	1	4	8
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
	MEETINGS TOTAL					**60**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.	1	8	8
162	Attend Advisory Committee/Officials Meeting	2	No.	1	2	4
163	Prepare for Public Meetings/Hearings		No.	2	8	16
164	Attend Public Meetings/Hearings	2	No.	2	4	16
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						0
	PUBLIC INVOLVEMENT TOTAL					**44**

QA/QC

No.	ITEM	UNIT		HRS/UNIT	
180	Plan review	sheet			0
181	Structure review	sheet			0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	55
LINE AND GRADE TOTAL	171
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS	0
FINAL PLANS	369
MEETINGS TOTAL	60
PUBLIC INVOLVEMENT TOTAL	44
QA/QC TOTAL	0
GRAND TOTAL	699

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					$60
Mileage - 4 wheel drive					
10 round trips @ 10 miles	100	mi	$0.60	$60	
meals		days	$30.00	$0	
lodging		nights	$85.00	$0	
computer time @ 10%		hours	$15.00	$0	
travel time (15 trips @ x2 hours each)		hours	$52.57	$0	
(Ave. Rate $40.44 x 1.3 = $52.57 / hour)					
PRELIMINARY LINE AND GRADE					$109
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
Printing / Copies				$0	
printing	100	prints	$1.00	$100	
computer time @ 75%		hours	$15.00	$0	
RIGHT OF WAY PLANS					$255
Mileage 1 round trips @ 10 miles	10	mi	$0.47	$5	
Copies / Printing					
printing	250	prints	$1.00	$250	
computer time @ 75%		hours	$15.00	$0	
FINAL PLANS					$12,259
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
Printing / Copies					
printing	250	prints	$1.00	$250	
computer time @ 75%		hours	$15.00	$0	
Utility location (SUE)	6	hole	$2,000.00	$12,000	
MEETINGS					$38
Mileage 8 round trips @ 10 miles	80	mi	$0.47	$38	
computer time @ 10%		hours	$15.00	$0	
PUBLIC INVOLVEMENT					$9
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
computer time @ 25%		hours	$15.00	$0	
					$12,730

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	COUNTY:	Fayette	ITEM #:	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY		14	$ 150.00	$ 2,100.00
PRELIMINARY LINE AND GRADE		21	$ 150.00	$ 3,150.00
UTILITY COORDINATION		6	$ 150.00	$ 900.00
RIGHT OF WAY PLANS		25	$ 150.00	$ 3,750.00
FINAL PLAN PREPARATION		22	$ 150.00	$ 3,300.00
MEETINGS		15	$ 150.00	$ 2,250.00
PUBLIC INVOLVEMENT		6	$ 150.00	$ 900.00
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL		109	$ 150.00	**$ 16,350.00**

OVERHEAD (%)		$ -
PROFIT (%)		$ -
COST OF MONEY (%)		$ -

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 16,350**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Element Design**	SIGNED BY:	
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

SURVEY

No.	ITEM	CREW	UNIT		HRS/UNIT	
	RECONNAISSANCE					
1	Control - (existing)	1	Mile		2	0
2	Utilities - (data gathering, identification & contact)	1	No.	10	1	10
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile		2	0
	CONTROL					
4	Horizontal	2	Mile		6	0
5	Vertical	2	Mile		6	0
6	Process data	1	Mile		4	0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile		2	0
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0.3	6	4
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS		8	0
11	Process data	1	Mile		8	0
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre		2	0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre		4	0
21	Process data	1	Mile		8	0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel		1	0
23	Field tie property lines/corners	2	Parcel		1	0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
	SURVEY TOTAL					**14**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT		HRS/UNIT	
30	Computer setup	LS	0.5	4	2
31	Prepare existing manuscripts	Mile		6	0
32	Establish approximate property lines and ownership	Parcel	5	1	5
33	Study and develop typical sections	No.	0.5	2	1
34	Study and develop horizontal alignments	Mile		30	0
35	Study and develop vertical alignments	Mile		60	0
36	Create and evaluate proposed roadway models	Mile		60	0
37	Design entrances/Tie-ins	No.		2	0
38	Pre-size pipes (all alternates)	No.		2	0
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int		16	0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int		16	0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	0.2	12	2
44	Study and develop maintenance of traffic plan	LS	0.2	8	2
45	Plot/print copies of plans for team meeting and inspections	LS		8	0
46	Calculate preliminary quantities and develop cost estimates	Alt.	0.2	8	2
47	Revise plans and estimates	LS	0.2	8	2
48	Preliminary Right of Way with taking areas	Parcel	5	1	5
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					
52					
53					
54					
55					
	PRELIMINARY LINE AND GRADE TOTAL				**21**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	1	No.	2	3	6
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	ATION MISCELLANEOUS					
59						
	COORDINATION TOTAL					**6**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	5	1	5
61	Establish property and ownership	Parcel	5	2	10
62	Calculate Right of Way	Parcel	1	1	1
63	Prepare legal descriptions	Parcel	1	2	2
64	Complete Right of Way summary sheet	Parcel	1	1	1
65	Generate Right of Way strip map (scale 1" = 200')	Sheet	1	2	2
66	Prepare Right of Way Plans Submittal	LS	1	4	4
67	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					0
72					0
73					0
	RIGHT OF WAY PLANS TOTAL				**25**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS		4	0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile		8	0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.		1	0
85	Develop final roadway model	Mile		60	0
86	Develop proposed design	Mile		40	0
87	Generate plan sheets (scale 1" =20')	Sheet		12	0
88	Generate profile sheets (scale 1" = 20')	Sheet		12	0
89	Detail cross sections (scale 1" =5')	No.		1	0
90	Design entrances	No.		2	0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.		2	0
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.		2	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile		16	0
105	Develop Erosion Control Plan (scale 1"=100')	Mile		16	0
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS		4	0
117	Prepare typical sections	No.		2	0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile		12	0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile		26	0
123	Calculate final quantities	Mile	0.1	16	2
124	Complete general summary	LS	0.2	8	2
125	Complete paving summary	LS	0.2	8	2
126	Complete drainage summary	LS	0.2	8	2
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	2	2
129	Plot/print copies of plans	LS		8	0
130	Plan revisions	Mile	0.3	8	2
131	Prepare final construction plans submittal	LS	1	2	2
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	2	2
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	LPA Documents	LS	0.1	40	4
139	Construction Bidding	LS	0.1	16	2
140	Signal Modifcation Plans	Each		40	0
141					0
142					
143					
144					
145					
	FINAL PLANS TOTAL				**22**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

MEETINGS

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
150	Prelim. line and grade inspection	1	No.	1	4	4
151	Drainage inspection	1	No.			0
152	Final inspection	1	No.	1	4	4
153	Misc. project coordination meetings	1	No.	1	3	3
154	Project team meetings	1	No.	1	4	4
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
	MEETINGS TOTAL					**15**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.		8	0
162	Attend Advisory Committee/Officials Meeting	1	No.	1	2	2
163	Prepare for Public Meetings/Hearings		No.		8	0
164	Attend Public Meetings/Hearings	1	No.	1	4	4
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						0
	PUBLIC INVOLVEMENT TOTAL					**6**

QA/QC

No.	ITEM	UNIT		HRS/UNIT	
180	Plan review	sheet			0
181	Structure review	sheet			0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	14
LINE AND GRADE TOTAL	21
UTILITY COORDINATION TOTAL	6
RIGHT OF WAY PLANS	25
FINAL PLANS	22
MEETINGS TOTAL	15
PUBLIC INVOLVEMENT TOTAL	6
QA/QC TOTAL	0
GRAND TOTAL	109

ATTACHMENT 4

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency, Inc. 1700 Eastpoint Parkway Louisville KY 40223 License#: 2081754	CONTACT NAME: Cheryll Clayton PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Palmer Engineering Company P. O. Box 747 Winchester KY 40392 PALMENG-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Valley Forge Insurance Company 20508 INSURER B : The Continental Insurance Company 35289 INSURER C : XL Insurance America Inc. 24554 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 702702303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:			703929404	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7039429385	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			7039429399	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7039429418	5/1/2023	5/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			DPR5012501	5/1/2023	5/1/2024	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

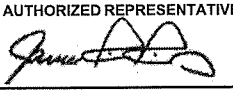
CERTIFICATE HOLDER

Lexington Fayette Urban Co. Government
Room 338, Government Center
200 East Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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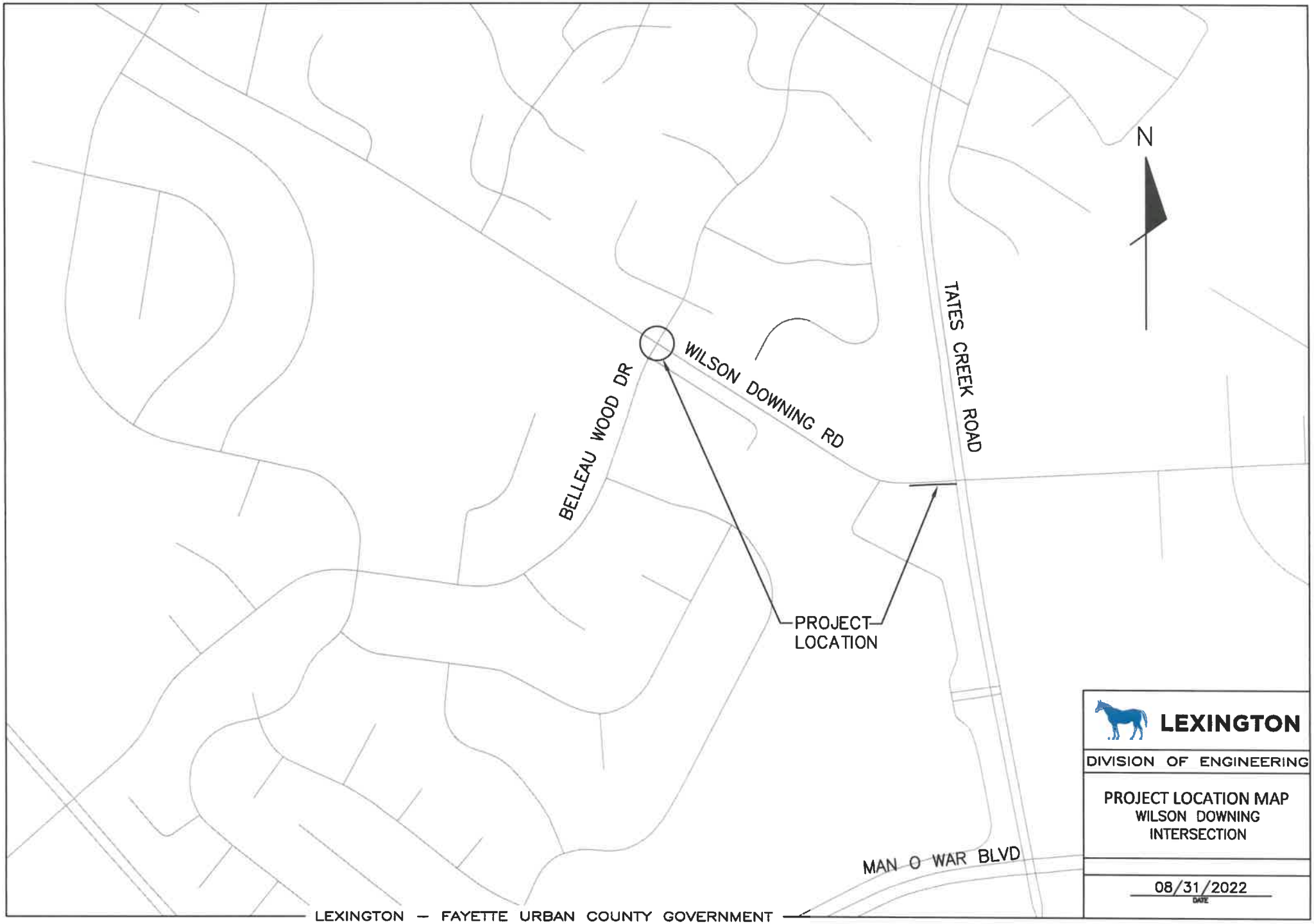
N
WILSON DOWNING RD
BELLEAU WOOD DR
TATES CREEK ROAD
PROJECT LOCATION
MAN O WAR BLVD
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
WILSON DOWNING
INTERSECTION
08/31/2022
DATE
LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 8-2023) WITH PALMER ENGINEERING, FOR DESIGN ENGINEERING SERVICES FOR THE WILSON DOWNING INTERSECTION IMPROVEMENTS PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $172,187.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement (awarded pursuant to RFP No. 8-2023), which is attached hereto and incorporated herein by reference, with Palmer Engineering, for design engineering services for the Wilson Downing Improvements project, for the Division of Engineering.

Section 2 - That an amount not to exceed the sum of $172,187.00 be and hereby is approved for payment to Palmer Engineering, from account #3160-303202-91715, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0131-24:ANB:4878-5830-0065, v. 1

RESOLUTION NO. 074 - 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT (AWARDED PURSUANT TO RFP NO. 8-2023) WITH PALMER ENGINEERING, FOR DESIGN ENGINEERING SERVICES FOR THE WILSON DOWNING INTERSECTION IMPROVEMENTS PROJECT, FOR THE DIVISION OF ENGINEERING, AT A COST NOT TO EXCEED $172,187.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the agreement (awarded pursuant to RFP No. 8-2023), which is attached hereto and incorporated herein by reference, with Palmer Engineering, for design engineering services for the Wilson Downing Improvements project, for the Division of Engineering.

Section 2 - That an amount not to exceed the sum of $172,187.00 be and hereby is approved for payment to Palmer Engineering, from account #3160-303202-91715, pursuant to the terms of the Agreement.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: March 7, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0131-24:ANB:4878-5830-0065, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 14, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Palmer Engineering** (**CONSULTANT**). **OWNER** intends to proceed with the **Wilson Downing Intersections Improvements Project** as described in the attached "**Scope of Services**" document (**Attachment 1**). The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the **Wilson Downing Intersections Improvements Project**. 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, and traffic engineering services; and customary surveying services incidental thereto.

1.2. Data Collection and Preliminary Design Phase

After written authorization to proceed with the Data Collection and Preliminary Design Phase, **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. Meet with **OWNER** to discuss the project requirements and proposed Scope of Work, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, PVA and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum. The latter shall include preliminary plans and a preliminary opinion of construction costs, accompanied by separate cost opinions for utility relocation and total right-of-way/easement acquisition.

1.2.4. Furnish up to five (5) copies (total TBD) of the above preliminary design documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.2.5. Furnish one (1) copy of the above preliminary drawings to each of the local utility companies.

1.2.6. Furnish one (1) copy of the above preliminary drawings to the Kentucky Transportation Cabinet.

1.3. Final Design Phase

After written authorization to proceed with the Final Design Phase, **CONSULTANT** shall:

1.3.1. On the basis of the approved preliminary design documents and the preliminary opinion of construction cost, prepare final drawings and specifications consistent with the "Scope of Services", to show the character and extent of the Project.

1.3.2. Prepare such documents and design data as may be required to apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and obtain such approvals by negotiations with appropriate authorities.

1.3.3. Advise **OWNER** of any adjustments to the latest opinion of construction cost resulting from changes in the project extent and/or design requirements, or in changes to unit costs. Furnish a revised opinion of construction cost based on the Drawings and Specifications.

1.3.4. The **OWNER** shall prepare contract agreement forms, general conditions, bid forms, invitations to bid and instructions to bidders, and other related documents. **CONSULTANT** shall prepare for review and approval any special conditions applicable to the project.

1.3.5. Furnish up to five (5) copies (total TBD) of the above documents and present them in person to **OWNER**. After **OWNER'S** detailed review, attend conference with **OWNER** to discuss **OWNER'S** comments.

1.3.6. Furnish one (1) copy of the Final Drawings to each of the local utility companies.

1.3.7. Furnish one (1) copy of the Final Drawings to the Kentucky Transportation Cabinet.

1.4. Easement and Right-of-Way Acquisition

After written authorization to proceed with Easement and Right-of-Way Acquisition, **CONSULTANT** shall:

1.4.1. Prepare plats and legal descriptions as required for acquisition of right-of-way consistent with the "Scope of Services".

1.4.2. Prepare exhibits and legal descriptions as required for acquisition of temporary and permanent easements consistent with the "Scope of Services".

1.4.3. Set corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired in fee simple consistent with the "Scope of Services".

Note: Negotiations with property owners for acquisitions of easements and right-of-way will be performed by LFUCG personnel.

1.5. Bidding or Negotiating Phase

The **Owner** shall lead the Bidding or Negotiation Phase. During Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as outlined in the "Scope of Services".

1.6. Construction Phase

The **OWNER** shall lead construction project management of the Construction Phase. During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work and perform services as listed in the "Scope of Services".

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 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. See Attachment 1 Scope of Services, 12. Schedule and Completion (attached) for the detailed project schedule.

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.

If delays result by reason of acts of the **OWNER** or approving agencies, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 30 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule 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 the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within six (6) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and possible adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

OWNER shall pay **CONSULTANT** for Basic Services rendered a fee not exceeding **one hundred seventy-two thousand one hundred eighty-seven dollars and zero cents ($172,187.00)**.

5.1.2. For Extra Work.
"Extra Work" shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the right to negotiate alternate methods of payment for "Extra Work" if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for "Extra Work", then the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

5.2. Times of Payment.

5.2.1. **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.

5.3. Other Provisions Concerning Payments.

5.3.1. 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 an amount bearing the same ratio to the total Agreement fee; as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. 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, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1 above.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.1.2. The **OWNER** reserves the right to terminate the Agreement at any time upon seven (7) days written notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents.

All documents, including 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 which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its sub-**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 sub-**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 applicable provisions of the Kentucky Revised Statues.

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, to be provided under this Agreement. 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 concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Engineer's Office and the **CONSULTANT**, shall be submitted to the Commissioner, Department of Planning, Preservation and Development, Lexington-Fayette Urban County Government for review. The decision of the Commissioner as to the determination of such dispute 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 Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without 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. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** engineering contracts.

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**.

6.8. Access to Records.

The **CONSULTANTS** 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 contract period and for three (3) years from the date of final payment under the contract 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 contracts.

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 sub-consultants 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**.

Coverage	**Limits**
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, $3 million aggregate
Worker's Compensation	Statutory
Employer's Liability	$1 million

The policies above shall contain the following conditions:

a. Policy shall be obtained unless it is deemed not to apply by **OWNER**.

b. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the contract, 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**, unless **OWNER** waives requirement.

c. **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.

d. 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. Deductibles and Self-Insured Programs

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of **CONSULTANT'S** financial capacity to respond to claims. Any such programs or retentions must provide **OWNER** with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If **CONSULTANT** satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, **CONSULTANT** agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

a. Latest audited financial statement, including auditor's notes.
b. Any records of any self-insured trust fund plan or policy and related accounting statements.
c. Actuarial funding reports or retained losses.
d. Risk Management Manual or a description of the self-insurance and risk management program.
e. A claim loss run summary for the previous five (5) years.
f. Self-Insured Associations will be considered.

6.9.4.4. Verification of Coverage

CONSULTANT agrees to furnish **OWNER** with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall

provide **OWNER** copies of all insurance policies, including all endorsements.

6.9.4.5. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of its 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 Default

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that **OWNER** may elect at 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 the work.

6.10 Resident Services During Construction.

The **OWNER** will furnish a Resident Project Inspector.

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 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. Limits of Liability, as described in Section 6.9.2., shall be $4,000,000.00.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Jake Stephens, PE, Municipal Engineer Sr., of the Division of Engineering, (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. The following Exhibits are attached to and made a part of this Agreement:

8.2.1 Attachment 1 "Wilson Downing Intersections Improvements Project – Scope of Services" consisting of ten (11) pages, plus three (3) page map attachments.

8.2.2 Attachment 2 "Request for Qualifications" consisting of fifty-two (52) pages and attachments.

8.2.3 Attachment 3 "Fee Proposal" consisting of eighteen (18) pages.

8.2.4 Attachment 4 "Certificate of Insurance" consisting of two (2) pages.

8.3. This Agreement (consisting of pages 1 to 14 inclusive), together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules 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
200 East Main St.
Lexington, KY 40507

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

Palmer Engineering
301 E Main St.
Lexington, KY 40507

BY: _____
DAVID LINDEMAN, PRINCIPAL

ATTEST:
Mackenzie Stock
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by David Lindeman, as the duly authorized representative for and on behalf of Palmer Engineering, on this the 24th day of August, 2018.

My commission expires: 08/02/25.

Melodee M. Caudill
NOTARY PUBLIC

Melodee M. Caudill ID # KYNP22869 NOTARY PUBLIC EXP. 02/02/25 STATE AT LARGE, KENTUCKY

ATTACHMENT 1

SCOPE OF SERVICES

Attachment 1

Wilson Downing Intersections Improvements Project – Scope of Services

The basic services outlined in this Scope of Services document include the preliminary and final design for the Wilson Downing Intersections Improvements Project.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.
Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections
Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds
Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd. onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.

- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.

- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.

- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.

- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.

- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.

- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions

- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit up to five (5) full size paper copies (total TBD) to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1. Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and furnish up to five (5) paper copies (total TBD) to the LFUCG Division of Engineering, one (1) paper copy to each of the local utility companies, and one (1) copy to the Kentucky Transportation Cabinet. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans may be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.

  - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
  - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
  - All existing utilities and proposed relocations, as furnished by the utility companies
  - All utility information required by the survey and utility coordination sections of this Scope
  - All existing and new storm and sanitary facilities
  - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical
c. Cross sections sheets	1" = 5' horizontal 1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.

- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions

- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)

- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

The Owner shall prepare and certify a tabulation of bid prices.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested

- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map

- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

Exhibit B - Wilson Downing and Tates Creek Rd - Roundabout Location with Sewers
BAYBERRY BEND
QUAIL RUN
WALDEN DR
WAXWING WAY
GROVE LN
WALDEN CT
SUGAR CREEK DR
WILSON DOWNING RD
PEBBLE CREEK DR
BELLEAU WOOD DR
FOREST GREEN DR
GREENFIELD DR
520

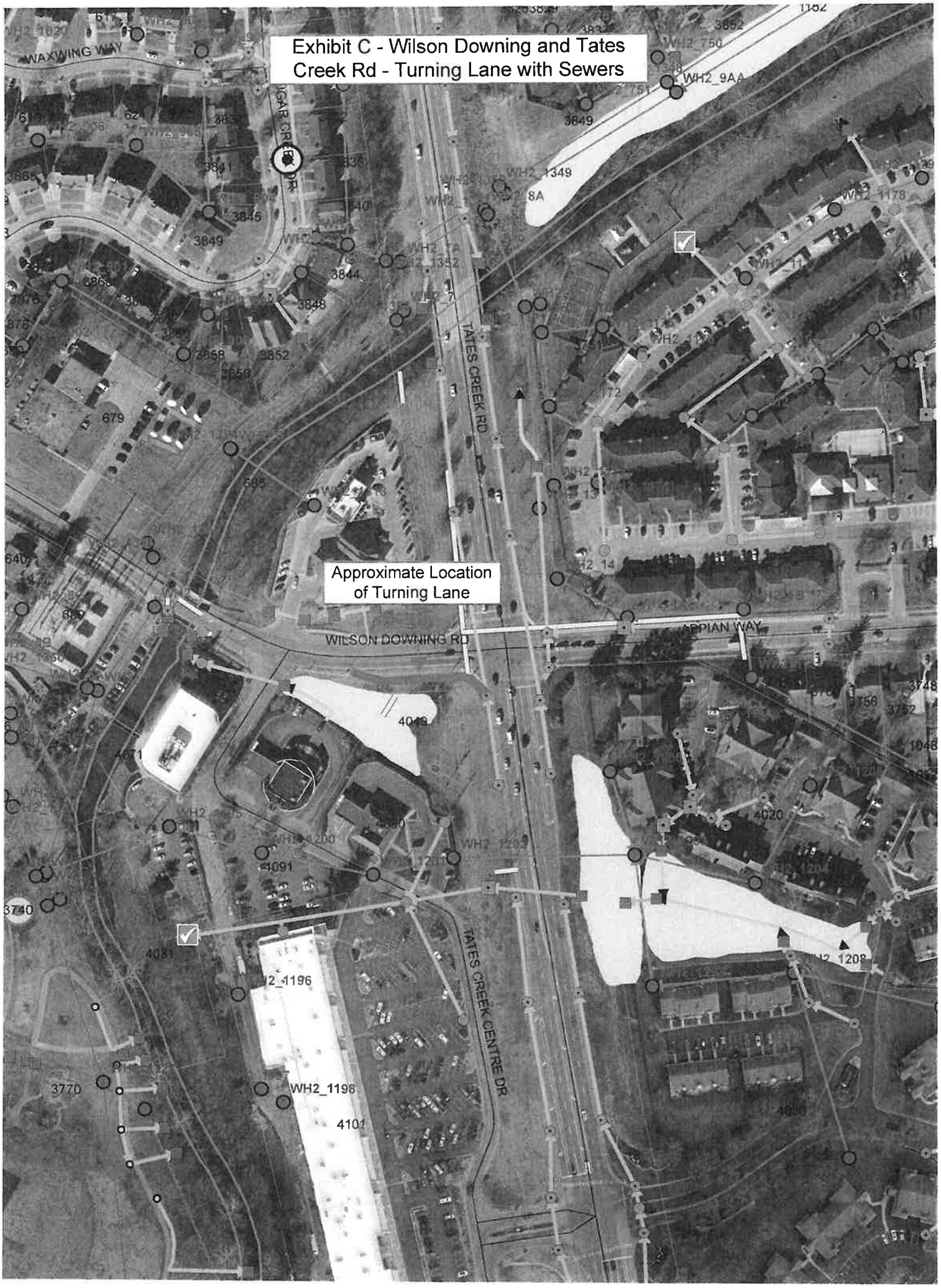
Exhibit C - Wilson Downing and Tates Creek Rd - Turning Lane with Sewers
WAXWING WAY
TATES CREEK RD
Approximate Location of Turning Lane
WILSON DOWNING RD
APPIAN WAY
TATES CREEK CENTRE DR
WH2_9AA
WH2_1349
WH2_1196
WH2_1198
3649
3852
3845
3849
3844
3848
3858
679
685
4049
4091
4020
4081
3740
3770
4101

ATTACHMENT 2

REQUEST FOR QUALIFICATIONS

Lexington-Fayette Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #8-2023 for Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **February 28, 2023.** All forms and information requested in RFQ must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of one hundred twenty (120) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFQ while this RFQ is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without

penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFQ process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFQ process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFQ process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFQ processes. If, based on this review, a RFQ process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFQ recommendation must be filed within 3 business days of the RFQ recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMERICAN RESCUE PLAN ACT

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) 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 apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further

agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Relevant experience and technical competence of the project team (30 Points)
2. Past record of performance on projects similar in type and complexity (30 Points)
3. Project approach and familiarity with the details of the project (25 Points)
4. Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

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 *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFQ/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFQ/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFQ/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFQ/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM

Bid/RFQ/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFQ/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFQ/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFQ may be grounds for disqualification.

3. 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 this RFQ. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFQ to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFQ: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFQ, proposer states that it understands the meaning, intent and requirements of the RFQ and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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 LFUCG, which approval shall not be unreasonably withheld.

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

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional Liability	$1 million per occurrence

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 (DOI). 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. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. The General Liability Policy shall include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

d. The General Liability Policy shall include Employment Practices Liability coverage or an endorsement in a minimum amount of $1 million unless it is deemed not to apply by LFUCG.

e. The Policy shall include Umbrella/Excess Liability coverage in the amount of $1 million per occurrence, $1 million aggregate, unless it is deemed not to apply by LFUCG.

f. LFUCG 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. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Request for Statements of Qualifications – Professional Services

Wilson Downing Intersection Improvements – Belleau Wood and Tates Creek

The Lexington Fayette Urban County Government (LFUCG), Division of Engineering is requesting Statements of Qualification from qualified individuals and organizations with respect to those services described herein.

PROJECT INFORMATION

Project Manager – Jake Stephens, P.E.
Location – Wilson Downing Rd. and Belleau Wood Dr. and Wilson Downing Rd. and Tates Creek Rd. Intersections
Funding – Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) – Federal Funds; Surface Transportation Program (SLX) – Federal Funds
Facility – Roundabout at Wilson Downing and Belleau Wood; Right Turn Lane from Eastbound Wilson Downing Rd. onto Southbound Tates Creek Rd.

PREQUALIFICATION

To respond to this project, the Consultant/consulting team must be prequalified by the Kentucky Transportation Cabinet (KYTC) in the following areas by the response due date of this advertisement:

- Surveying
- Urban Roadway Design
- Advanced Drainage Analysis and Design

The Consultant must also demonstrate an in-depth working knowledge of all aspects of Local Public Agency project development requirements and procedures.

BACKGROUND

The approximate 1.75 miles of Wilson Downing Rd. between Nicholasville Rd. and Tates Creek Rd. is a busy connector that contains residential properties, 3 nearby schools and a church while providing access to businesses located at the Tates Creek Centre, Fayette Mall and Lexington Green. A proposed roundabout is to be constructed at the intersection of Wilson Downing Rd. and Belleau Woods Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd., improving conditions for pedestrians and cyclists. In addition, a right-hand turn lane from eastbound Wilson Downing Rd.

onto southbound Tates Creek Rd. is proposed in an effort to reduce vehicular congestion on Wilson Downing Rd. during drop off and pickup hours at the nearby schools.

DESCRIPTION

Essential features of the *Wilson Downing Intersections Improvements Project* include:

- Design a roundabout at the intersection of Wilson Downing Rd. and Belleau Wood Dr. to reduce congestion and calm vehicular traffic on Wilson Downing Rd. to improve conditions for pedestrians and cyclists. Design should stay within the existing right-of-way as much as possible, though the proximity of 3701 Belleau Wood to the intersection may prove this to be challenging.

- The consultant shall demonstrate that the proposed roundabout will operate optimally based on the latest guidance from the FHWA. A traffic capacity analysis shall be conducted utilizing appropriate software to ensure the best design.

- The roundabout shall include all necessary modifications to the existing sidewalk, crosswalks, and striping and shall be ADA compliant. Drainage should be considered to ensure no water is being pooled behind the future sidewalk.

- The LFUCG Division of Engineering (DOE) will be constructing a sidewalk project along Wilson Downing Rd. in 2023 that will affect the existing conditions and infrastructure at the intersection of Wilson Downing Rd. and Belleau Woods Dr. The Engineer shall coordinate with DOE to ensure the designs are contiguous.

- The adjacent Pebble Creek Dr. entrance onto Belleau Wood Dr. may pose difficulty with vehicular and pedestrian traffic. Modification to the entrance may be considered (such as relocating the entrance onto Wilson Downing Rd.), upon review and approval by the LFUCG Traffic Engineering.

- Design a right turn lane from eastbound Wilson Downing Dr. to southbound Tates Creek Rd. to reduce vehicular congestion on Wilson Downing Rd. during drop off and pick up times at nearby schools. Design should consider any improvements/modifications required at the intersection such as curb and gutter, signals, striping, sidewalks, sidewalk ramps, etc.

- A retention basin exists in the Southwest corner of Wilson Downing Dr. and Tates Creek Rd. A drainage analysis will be necessary if the retention basin is modified/affected by the construction of the turning lane.

SCOPE OF SERVICES

1. Pre-Design Conference and Review of Existing Information

1.1. Meet with the LFUCG Division of Engineering and other concerned divisions, to discuss the project requirements and proposed Scope of Work. The meeting shall include a project site visit.

1.2. Review all project related information as provided by the Division of Engineering. Obtain available LFUCG GIS data for the area, mapping including parcel lines, aerial photography, and existing infrastructure. The most recent aerial photography for the project area licensed by LFUCG will be made available to the Consultant.

2. Field Survey and Related Research

2.1. Research all deeds, plats and other property records to identify property lines, right-of-ways and easements.

2.2. Perform a field survey that is sufficient to be confident in the design and at a minimum includes the following:

- Topography
- Existing sidewalks, edge of roadway, entrances, turn lane configurations, etc.
- Location and depth of underground utilities, storm and sanitary sewers, and related structures including service lines, laterals, and valves
- Location of overhead utilities including pole ownership information, ownership identification/position of each cable, and low wire elevations
- Significant site improvements, such as fences, retaining walls, flag poles, yard lights, mailboxes, commercial signage, structures, etc.
- Location and identification of significant trees and vegetation
- Cross sections taken at 50-foot intervals, at driveways, steps, retaining walls, wherever regrading will be anticipated and as otherwise needed
- Location of existing corner monuments and R/W markers
- Temporary benchmarks for use during construction, set outside of construction limits (minimum of 4)
- Location of all existing permanent easements in the project area
- Staking necessary to establish centerlines prior to bidding for construction.

It is the responsibility of the consultant to obtain all permits and permissions necessary to perform the work, including those required for digging and/or hydroexcavating.

All surveyed data will conform to the LFUCG's Policy for Digital Submission using State Planes coordinates and NAD-83 KY N 1601 and NAVD1988.

Prior to conducting the survey, the Consultant shall conduct a thorough site reconnaissance to determine if, after exhausting all possible surveying methods, they conclude dense foliage or other obstructions exist that shall prevent an accurate survey. Any difficult areas shall be brought to the attention of LFUCG, who will determine how to respond.

3. Preliminary Design

3.1. Develop a set of Preliminary Plans to fully convey the intent of the construction. The plans may include, but are not limited to the following items:

- Plan and profile depicting existing and proposed conditions, and limits of disturbance (all features identified in the survey shall be shown on the plans)
- Plan sheet layout drawing
- Typical roadway/sidewalk/trail sections depicting existing and proposed conditions
- Supplemental drainage plans and profiles as needed
- Alignments and grades for approach roads and turn lanes as needed
- Existing and proposed topography
- Location of property lines with all owners/lessees and street addresses shown
- Existing and proposed right-of-way lines and easements
- Sanitary and storm sewer plan and profile as needed if the project will impact these features
- An Erosion and Sediment Control Plan
- General Summary (to be consistent with the bid schedule)
- A Traffic Management Plan consistent with KYTC guidelines
- Plans for lighting, signalization, striping and signage
- A Landscaping Plan

During the preliminary design phase, the Consultant shall coordinate with the State Historic Preservation Office (SHPO) and the LFUCG Division of Historic Preservation to ensure plans are consist with applicable Section 106 National Historic Preservation Act requirements.

Upon completion of the Preliminary Plans, the Consultant shall submit one full size paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

3.2. In conjunction with the preliminary plans, submit a Preliminary Design Memorandum addressing the following:

- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections

- Summary report of impacts to on-street parking
- Inventory of trees impacted by construction (location, species and caliper). List the trees to be removed and trees potentially impacted (trunk outside of the disturbed area, drip line within it)
- List of any products, materials or methods that may require special consideration by the KYTC or FHWA.
- List of apparent encroachments onto public right-of-way. (Determination of land rights shall be limited to recorded easements and right-of-way, prescriptive easements will not be considered.)
- Detailed Opinion of Construction Costs. Line items for construction costs shall be consistent with the General Summary and the Bid Schedule.

3.3. Meet with LFUCG to present and discuss the plans and Preliminary Design Memorandum. Consultant shall be responsible for meeting agendas, handouts, and meeting summaries. Subsequent meeting(s) with KYTC may be required as well.

4. Final Plans, Specifications, and Bid Documents

4.1. Upon completion of the Preliminary Plans, the Consultant shall incorporate all significant comments into a revised (Final) plan set and submit one paper copy to the LFUCG Division of Engineering. Plans shall also be made available in electronic format: PDF and/or AutoCAD.

Final Plans shall build upon the completed and approved information in the Preliminary Plans. In addition to the components of the Preliminary Plans, Final Plans shall also include but not be limited to:

- Cross sections at 50-foot stationing, all driveways, all step locations, and all retaining walls. Cross sections shall generally extend 30 feet from proposed curb face or to the front of the house, whichever is closer; however, longer coverage may be needed in some locations depending upon the disturbed limits.
- Right-of-Way strip maps and summary sheets
- Coordinate Control Plan
- Site-specific Detail Sheets as needed

All preliminary and final plans, and accompanying documents are subject to review by multiple parties. Furthermore, plans will be reviewed, at the Owners expense, by a third party peer hired to perform a QA/QC and constructability review. The Consultant shall be responsible for addressing their comments and revising plans and documents as deemed appropriate.

4.2. In conjunction with the final plans, the consultant shall submit the following:

- Updated versions of all preliminary plan submittals
- An Excel Bid Schedule consistent with the General Summary sheet
- Section I of the KYTC LPA Project Development Checklist and all accompanying paperwork
- Technical Specifications. LFUCG will provide generic technical specifications to be modified and supplemented by the consultant as needed
- Materials Testing Plan. Review each bid item and determine KYTC's testing procedure. Sort the materials test into the categories listed below, and create the relevant supporting documents:
    - Materials that can be sampled and tested per KYTC guidelines by LFUCG inspectors. For these items, prepare a summary document listing the relevant requirements to be used by the inspector.
    - Materials that can be sampled and tested per KYTC guidelines by a testing consultant. For these items, prepare a scope of work for a materials testing consultant.
    - And Materials that cannot be sampled and tested per KYTC guidelines. For these items, prepare an alternate method or a justification as to why testing is not warranted.
- Master Utility Plan. Display the following in plan format:
    - All existing utilities and proposed relocations, as furnished by the utility companies
    - All utility information required by the survey and utility coordination sections of this Scope
    - All existing and new storm and sanitary facilities
    - All utility conflict points shall be called out. Buried conflicts shall identify the existing depth of each utility at conflict points.

Periodically update and distribute this plan to all concerned parties as design progresses. At the time of construction letting, this plan shall be current to within six (6) months.

5. Design Criteria

Drawing Scales, Units, and Unit Conversion

All quantities measured, calculated, and specified shall be in English units (e.g., feet, pounds). All drawings and sheets shall conform to the follow scales:

a. Plan Sheets	1" = 20'
b. Profile sheets	1" = 20' horizontal 1" = 2' vertical

c. Cross sections sheets 1" = 5' horizontal
1" = 5' vertical

Note: Combined Plan/Profile sheets (as applicable) are preferred, but not mandated.

Full-size Plans shall be 22 x 34 to facilitate scalable half-size 11 x 17 Plans.

All designs and plans must be approved by the LFUCG Division of Engineering. The following shall apply:

- Prepare drawing files with or convert them to AutoCAD format prior to transmitting them to LFUCG. The formatting specifics shall be determined during the contract negotiation process.
- Utilize LFUCG 2017 Standard Drawings (or most recent revision), and Kentucky Department of Highways 2020 Standard Drawings (or most recent revision) in that order of preference.
- Proposed improvements are to be ADA compliant. Design shall comply with the applicable AASHTO standards and the Manual of Uniform Traffic Control Devices.

6. Utility Coordination

The Consultant shall take the lead on utility coordination. At a minimum, this shall include:

- Sending preliminary and final design plans to the appropriate utility companies for review and comment.
- Obtaining and tracking review comments from all impacted utilities.
- Verifying the horizontal and vertical location of existing utilities at potential conflict points using hydro-excavating or other approved method. (Itemized cost to be determined during Engineering Services Agreement negotiation and incorporated as an allowance.)
- Compiling and maintaining a list of all utility conflicts.
- Creating a schedule and budget for all required utility relocations.
- Obtaining Utility Impact Notes from the utility companies.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Note: The discovery of utility conflicts during construction can potentially slow or halt work, lead to delay claims and frustrate the public. It is essential to identify and resolve utility conflicts prior to construction. Poorly executed plans leading to

significant utility conflicts may impact the Consultant's standing with the Division of Engineering and their ability to secure work in the future.

7. Easement and Right-of-Way Acquisition

The need to acquire private property should be avoided to the extent possible. If acquisition of easements or right-of-way is required the consultant will be responsible for the following:

- Right-of-way plans including strip maps and summary sheets if right-of-way or permanent easement acquisition is required
- Legal descriptions and exhibits for all temporary and permanent easement acquisitions
- Legal descriptions and plats for all right-of-way acquisitions
- Setting corner pins (or offsets) as necessary to define the physical limits of all properties which must be acquired
- Opinion of cost for property acquisitions

All documents shall meet the applicable requirements from LFUCG and KYTC.

Submit a summary of the property impacts with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Itemized cost for legal descriptions, plats, and property staking to be determined during Engineering Services Agreement negotiation.

LFUCG may acquire right-of-way in-house, or utilize the services of the Consultant. Such decision will be made prior to Right-of-Way funds being authorized. If Consultant services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter VI.

8. Permitting

The Consultant shall take the lead on project permitting. At a minimum, this shall include:

- Identifying all applicable permits required for each phase of the project.
- Preparing and submitting applications and/or supporting paperwork for all required permits.
- Creating and maintaining a schedule for the required permits.
- Obtaining and tracking all project requirements resulting from the permitting process.

Submit a summary of the above information with the Preliminary Design Plans. An updated summary should be submitted with the Final Design Plans.

Permits that may be required for this project include, but are not limited to the following:

- NEPA Environmental Clearance (Assisted by KYTC)
- KYTC Encroachment Permit
- USACE 404 Permit and KY 401 Water Quality Certification
- FEMA CLOMR/LOMR
- LFUCG No-Rise Certification
- KDOW Stream Construction Permit
- LFUCG Special Floodplain Permit
- LFUCG Land Disturbance Permit (Contractor Responsibility)
- KDOW KYR10 Permit (Contractor Responsibility)

Any environmental consultants, if required, will be subcontracted through the Consultant via a contract modification.

9. Public Interface

The consultant shall assist with public interface. At a minimum, this shall include:

- Attending meetings with various project stakeholders, preparing minutes for those meetings, and leading them if requested to do so.
- Preparing concept maps, exhibits, and narratives to aid in communication with the public.

10. Bid Phase

The Consultant shall assist with Bid Administration. At a minimum, this shall include:

- Responding to technical questions during the bid period
- Preparing responses for addenda
- Reviewing and approving alternates
- Attending the pre-bid meeting if one is held
- Preparing and certifying a tabulation of bid prices
- Evaluating bids received
- Checking bidder references
- Submitting a recommendation of award
- Preparing Section II of the KYTC LPA Project Development Checklist and all accompanying paperwork

Distribution of plans and documents to bidders and plan rooms, tracking of bidders, responding to bid-phase questions and submission of addenda is managed by the Division of Central Purchasing, through IonWave electronic bidding software.

11. Construction Phase

The LFUCG Division of Engineering will take the lead on construction project management. The Consultant shall provide the following services during the construction phase of the project:

- Reviewing and approving shop drawings
- Responding to questions about the intent of the plans/specifications
- Conducting site visits as requested
- Evaluating changes proposed by the contractor
- Making minor changes to the plans due to unforeseen conditions
- Performing redesign work due to consultant error
- Assisting the Division of Engineering in performing a final walkthrough inspection and preparing a punch list
- Preparation of as-built drawings, if requested

LFUCG may provide construction inspection in-house, or utilize the inspection services of the Consultant. Such decision will be made prior to bid letting. If consultant inspection services are used, they shall meet the requirements of the KYTC LPA Guide, Chapter IX.

Within three months prior to the start of construction, the Consultant shall create a photographic record of pre-construction conditions of all property to be disturbed by construction activities. Sufficient photos shall be taken to document the condition of each yard; all improvements such as driveways, sidewalks, retaining walls, gardens, etc.; and all significant foliage. Each photograph shall be logged identifying its respective address.

If the Engineer of Record is not available on a given day, the Consultant shall have a back-up contact available to address urgent construction issues.

12. SCHEDULE AND COMPLETION

The Consultant shall meet deadlines as provided in the following schedule. Calendar days are counted from the date that a written Notice to Proceed is issued to the Consultant. Exact times of meetings shall be arranged by the Consultant; locations of meetings shall be at the site of proposed improvements, the DOE office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	180 days
Meet with LFUCG et al., to review preliminary plans	190 days
Hold public meeting - open house format	210 days
Submit final plans	270 days
Meet with LFUCG et al., to review final plans	290 days
Submission of completed final plans	330 days
Preparation of ROW/easement plats and descriptions	350 days

13. APPENDIX

The following exhibits have been included for reference:

- Exhibit A – Wilson Downing Intersection Improvements Project Location Map
- Exhibit B – Wilson Downing Intersection Improvements – Roundabout Location Map w Sewers
- Exhibit C – Wilson Downing Intersection Improvements – Turning Location Map w Sewers

PROPOSAL CONTENT AND SELECTION CRITERIA

The prospective consulting firm or individual shall prepare his/her proposal with a maximum of 20 pages of response, not including forms required by LFUCG. Contained within the proposal should be any/all information necessary for the LFUCG selection committee to achieve a reasonable decision as to the firm's or individual's abilities and availability.

At a minimum, proposals shall include the following:

- General project approach and proposed process to accomplish the services for the project
- Project team's qualifications and relevant experience
- List of related projects and the role of the project team members on those projects
- Client list with contact information for which similar work has been performed
- List of related projects where inspection services were provided and the qualifications of inspectors which could be available for the project

Selection of a Consultant for this Study shall be based on the following weighted criteria:

- Relevant experience and technical competence of the project team (30 Points)
- Past record of performance on projects similar in type and complexity (30 Points)
- Project approach and familiarity with the details of the project (25 Points)
- Ability to provide KYTC LPA Guide compliant inspection services (15 Points)

Three to five of the highest scoring firms may be short listed, and invited to make a presentation to the selection committee. The presentation will be an opportunity to introduce key project personnel, discuss project understanding and approach, and address any other criteria the candidate feels is pertinent.

Following the presentations, the selection committee will proceed to either directly rank the consultants or to request additional interview(s) and/or written clarifications before making a final ranking. Rankings will then be based on the selection criteria noted above in conjunction with the content and quality of Consultant presentations and any follow-up discussions.

Exhibit A

Wilson Downing Intersection Improvements
Project Location Map

Exhibit B - Wilson Downing and Tates Creek Rd - Roundabout Location with Sewers
BAYBERRY BEND
QUAIL RUN
WALDEN DR
WAXWING WAY
SOUTHWIND
GROVE LN
WALDEN CT
SUGAR CREEK DR
BELLEAU WOOD DR
PEBBLE CREEK DR
WILSON DOWNING RD
GREENFIELD DR
FOREST GREEN DR
DICKSONIA DR
520

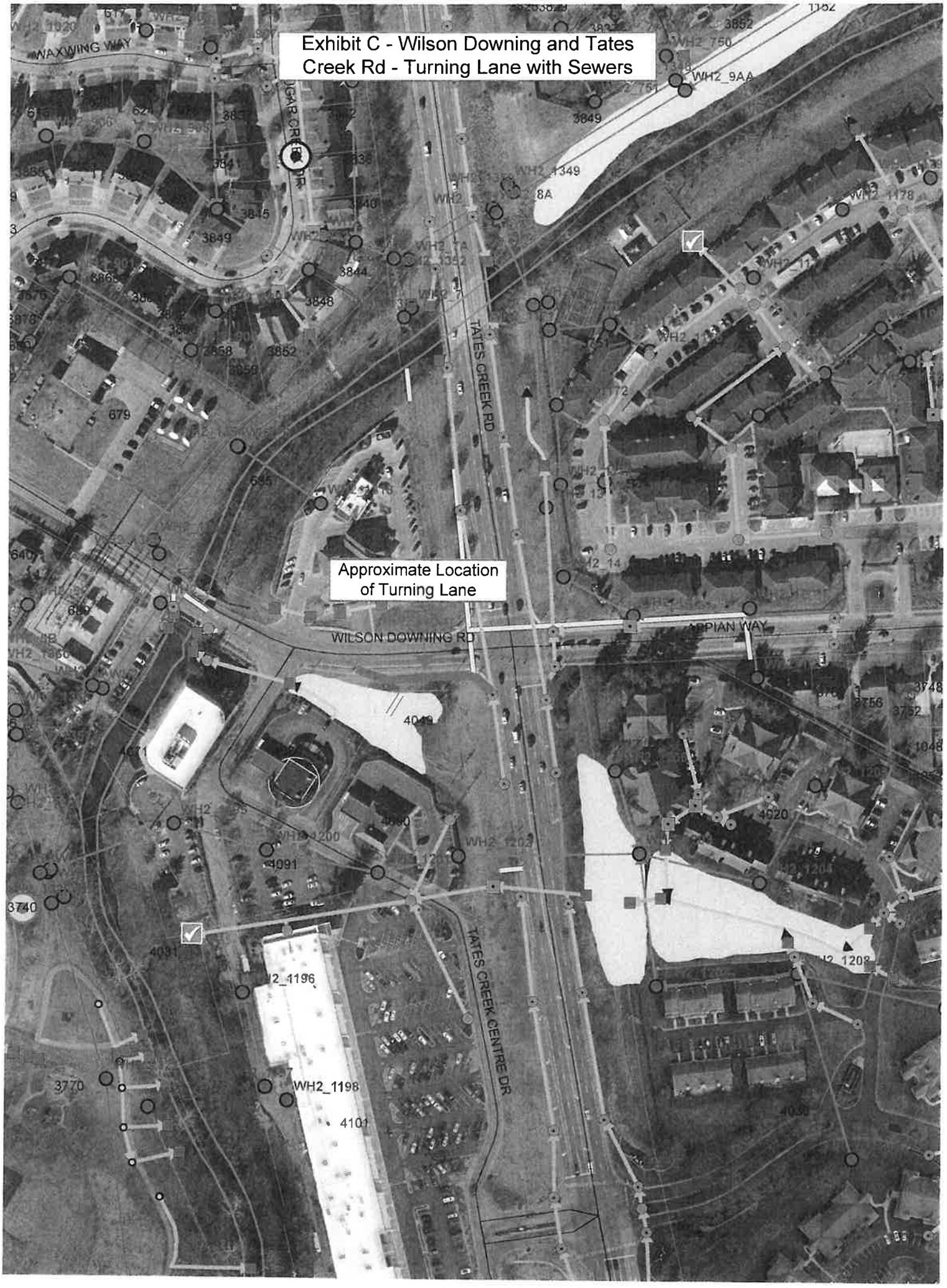
Exhibit C - Wilson Downing and Tates Creek Rd - Turning Lane with Sewers
Approximate Location of Turning Lane
WILSON DOWNING RD
TATES CREEK RD
TATES CREEK CENTRE DR
APPIAN WAY
MAXWING WAY
WH2_9AA
WH2_1198
WH2_1196
WH2_1200
WH2_1202
3849
3844
3848
3852
3858
679
4091
4101
4020
3740
3770

ATTACHMENT 3

FEE PROPOSAL

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017
Page 1 of 1

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY	61	55	$ 53.26	$ 2,929.30
PRELIMINARY LINE AND GRADE	192	171	$ 63.58	$ 10,872.18
UTILITY COORDINATION	6	0	$ 63.58	$ -
RIGHT OF WAY PLANS	25	0	$ 63.58	$ -
FINAL PLAN PREPARATION	379	369	$ 63.58	$ 23,461.02
MEETINGS	32	60	$ 71.82	$ 4,309.20
PUBLIC INVOLVEMENT	44	44	$ 71.82	$ 3,160.08
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	739	699	$ 63.99	**$ 44,731.78**

OVERHEAD (178.01 % **)**	$	79,627.04
PROFIT (15.00 % **)**	$	18,653.82
COST OF MONEY (0.21 % **)**	$	93.94

DIRECT COSTS	AMOUNT
see attached	$ 12,730.40
TOTAL DIRECT COSTS	**$ 12,730.40**

SUBCONSULTANTS	AMOUNT
Element Design Group	$ 16,350.00
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ 16,350.00**

TOTAL FEE	**$ 172,187**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Palmer Engineering	**SIGNED BY:** Stephen Sewell	
	Vice President	8/18/2023
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

CLASSIFICATIONS AND PERCENTAGES FOR DESIGN

CONSULTANT Palmer Engineering

COUNTY Fayette
PROJECT Wilson Downing Rd
UPN
FED. NO.
ITEM NO.

Escalation:
Estimated Notice to Proceed: 10/1/2023
Estimated End of Project: 10/1/2024
rate = 4.03% midpoint: 4/1/2024
period = 1.93
factor = 0.07924
Overhead 179.09%
Facilities cost of Money 0.36%

* effective 4/27/2022			Survey	Preliminary Line and Grade	Utility Coordination	Right of Way Plans	Final Plan Preparation	Meetings	Public Involvement
POSITION	**Avg. Rate ***	**Escalated Rate**	**Task 1**	**Task 2**	**Task 3**	**Task 4**	**Task 5**	**Task 6**	**Task 7**
Principal	$123.56	$133.35	2%	5%	5%	5%	5%	15%	15%
Project Manager	$78.38	$84.59	0%	20%	20%	20%	20%	25%	25%
Professional Sr. Transportation Enginee	$73.73	$79.57	0%	15%	15%	15%	15%	10%	10%
Professional Transportation Engineer	$44.29	$47.80	0%	20%	20%	20%	20%	40%	40%
Engineer-in-Training	$33.25	$35.88	0%	15%	15%	15%	15%	10%	10%
Engineer Technician II	$52.25	$56.39	8%	20%	20%	20%	20%	0%	0%
Engineer Technician I	$34.09	$36.79	0%	5%	5%	5%	5%	0%	0%
Party Chief	$54.13	$58.42	45%	0%	0%	0%	0%	0%	0%
Instrumentman	$40.75	$43.98	45%	0%	0%	0%	0%	0%	0%
TOTAL			**100%** **$53.26**	**100%** **$63.58**	**100%** **$63.58**	**100%** **$63.58**	**100%** **$63.58**	**100%** **$71.82**	**100%** **$71.82**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

SURVEY

No.	ITEM	CREW	UNIT		HRS/UNIT	
	RECONNAISSANCE					
1	Control - (existing)	1	Mile	0.3	2	1
2	Utilities - (data gathering, identification & contact)	1	No.	0	1	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.3	2	1
	CONTROL					
4	Horizontal	2	Mile	0.3	6	4
5	Vertical	2	Mile	0.3	6	4
6	Process data	1	Mile	0.3	4	1
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile	0.3	2	1
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0	6	0
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	8	8
11	Process data	1	Mile	0.3	8	2
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	2	2	8
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	1	4	8
21	Process data	1	Mile	0.3	8	2
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel	5	1	5
23	Field tie property lines/corners	2	Parcel	5	1	10
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
	SURVEY TOTAL					**55**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT		HRS/UNIT	
30	Computer setup	LS	0.5	4	2
31	Prepare existing manuscripts	Mile	0.6	6	4
32	Establish approximate property lines and ownership	Parcel	0	1	0
33	Study and develop typical sections	No.	1.5	2	3
34	Study and develop horizontal alignments	Mile	0.4	30	12
35	Study and develop vertical alignments	Mile	0.4	60	24
36	Create and evaluate proposed roadway models	Mile	0.4	60	24
37	Design entrances/Tie-ins	No.	5	2	10
38	Pre-size pipes (all alternates)	No.	6	2	12
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int	1	16	16
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int	1	16	16
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	1.8	12	22
44	Study and develop maintenance of traffic plan	LS	0.8	8	6
45	Plot/print copies of plans for team meeting and inspections	LS	1	8	8
46	Calculate preliminary quantities and develop cost estimates	Alt.	0.8	8	6
47	Revise plans and estimates	LS	0.8	8	6
48	Preliminary Right of Way with taking areas	Parcel	0	1	0
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					
52					
53					
54					
55					
	PRELIMINARY LINE AND GRADE TOTAL				**171**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	1	No.	0	3	0
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
	ATION MISCELLANEOUS					
59						
	COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	0	1	0
61	Establish property and ownership	Parcel	0	2	0
62	Calculate Right of Way	Parcel	0	1	0
63	Prepare legal descriptions	Parcel	0	2	0
64	Complete Right of Way summary sheet	Parcel	0	1	0
65	Generate Right of Way strip map (scale 1" = 200')	Sheet	0	2	0
66	Prepare Right of Way Plans Submittal	LS	0	4	0
67	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					0
72					0
73					0
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	1	4	4
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile	0.3	8	2
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.	10	1	10
85	Develop final roadway model	Mile	0.3	60	18
86	Develop proposed design	Mile	0.3	40	12
87	Generate plan sheets (scale 1" =20')	Sheet	2	12	24
88	Generate profile sheets (scale 1" = 20')	Sheet	2	12	24
89	Detail cross sections (scale 1" =5')	No.	30	1	30
90	Design entrances	No.	5	2	10
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.	6	2	12
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.	6	2	12
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile	0.3	16	5
105	Develop Erosion Control Plan (scale 1"=100')	Mile	0.3	16	5
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	2	2	4
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile	0.3	12	4
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile	0.3	26	8
123	Calculate final quantities	Mile	0.2	16	3
124	Complete general summary	LS	0.8	8	6
125	Complete paving summary	LS	0.8	8	6
126	Complete drainage summary	LS	0.8	8	6
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	0.8	8	6
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.3	60	18
131	Prepare final construction plans submittal	LS	1	16	16
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	16	16
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	LPA Documents	LS	1	40	40
139	Construction Bidding	LS	1	16	16
140	Signal Modifcation Plans	Each	1	40	40
141					0
142					
143					
144					
145					
	FINAL PLANS TOTAL				**369**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

MEETINGS

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
150	Prelim. line and grade inspection	2	No.	1	4	8
151	Drainage inspection	2	No.			0
152	Final inspection	2	No.	1	4	8
153	Misc. project coordination meetings	2	No.	6	3	36
154	Project team meetings	2	No.	1	4	8
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
	MEETINGS TOTAL					**60**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.	1	8	8
162	Attend Advisory Committee/Officials Meeting	2	No.	1	2	4
163	Prepare for Public Meetings/Hearings		No.	2	8	16
164	Attend Public Meetings/Hearings	2	No.	2	4	16
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						0
	PUBLIC INVOLVEMENT TOTAL					**44**

QA/QC

No.	ITEM	UNIT		HRS/UNIT	
180	Plan review	sheet			0
181	Structure review	sheet			0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	PALMER
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	55
LINE AND GRADE TOTAL	171
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS	0
FINAL PLANS	369
MEETINGS TOTAL	60
PUBLIC INVOLVEMENT TOTAL	44
QA/QC TOTAL	0
GRAND TOTAL	699

Direct Cost Summary
Palmer Engineering Company

Item	Amount	Unit	Unit Cost	Cost	Totals
SURVEY					$60
Mileage - 4 wheel drive					
10 round trips @ 10 miles	100	mi	$0.60	$60	
meals		days	$30.00	$0	
lodging		nights	$85.00	$0	
computer time @ 10%		hours	$15.00	$0	
travel time (15 trips @ x2 hours each)		hours	$52.57	$0	
(Ave. Rate $40.44 x 1.3 = $52.57 / hour)					
PRELIMINARY LINE AND GRADE					$109
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
Printing / Copies				$0	
printing	100	prints	$1.00	$100	
computer time @ 75%		hours	$15.00	$0	
RIGHT OF WAY PLANS					$255
Mileage 1 round trips @ 10 miles	10	mi	$0.47	$5	
Copies / Printing					
printing	250	prints	$1.00	$250	
computer time @ 75%		hours	$15.00	$0	
FINAL PLANS					$12,259
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
Printing / Copies					
printing	250	prints	$1.00	$250	
computer time @ 75%		hours	$15.00	$0	
Utility location (SUE)	6	hole	$2,000.00	$12,000	
MEETINGS					$38
Mileage 8 round trips @ 10 miles	80	mi	$0.47	$38	
computer time @ 10%		hours	$15.00	$0	
PUBLIC INVOLVEMENT					$9
Mileage 2 round trips @ 10 miles	20	mi	$0.47	$9	
computer time @ 25%		hours	$15.00	$0	
					$12,730

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2017
Page 1 of 1

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Aug 18, 2023	**COUNTY:**	Fayette	**ITEM #:**	7-449.00
PROJECT:					
DESC:	Wilson Downing Improvements				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED MAN HOURS	NEGOTIATED MAN HOURS	AVERAGE RATE	ESTIMATED COST
SURVEY		14	$ 150.00	$ 2,100.00
PRELIMINARY LINE AND GRADE		21	$ 150.00	$ 3,150.00
UTILITY COORDINATION		6	$ 150.00	$ 900.00
RIGHT OF WAY PLANS		25	$ 150.00	$ 3,750.00
FINAL PLAN PREPARATION		22	$ 150.00	$ 3,300.00
MEETINGS		15	$ 150.00	$ 2,250.00
PUBLIC INVOLVEMENT		6	$ 150.00	$ 900.00
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL		109	$ 150.00	**$ 16,350.00**

OVERHEAD (%)		$ -
PROFIT (%)		$ -
COST OF MONEY (%)		$ -

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 16,350**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Element Design**	SIGNED BY:	
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

SURVEY

No.	ITEM	CREW	UNIT		HRS/UNIT	
	RECONNAISSANCE					
1	Control - (existing)	1	Mile		2	0
2	Utilities - (data gathering, identification & contact)	1	No.	10	1	10
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile		2	0
	CONTROL					
4	Horizontal	2	Mile		6	0
5	Vertical	2	Mile		6	0
6	Process data	1	Mile		4	0
	PLANIMETRIC SURVEY					
7	Planimetric location *(specify complete, pickup or update)*	2	Mile		2	0
8	Subsurface Utility Engineering, Quality Levels C & D	2	Mile	0.3	6	4
9	Subsurface Utility Engineering, Quality Level B	1	LS			0
10	Subsurface Utility Engineering, Quality Level A	1	LS		8	0
11	Process data	1	Mile		8	0
	TERRAIN SURVEY					
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre		2	0
13	Verify terrain model accuracy	2	Mile			0
14	Tie-ins	2	No.			0
15	Drainage situations survey (Bridge)	2	No.			0
16	Drainage situations survey (Culvert)	2	No.			0
17	Drainage pipe section (non-situation size)	2	No.			0
18	Flood plain data	2	No.			0
19	Railroad Surveys	2	No.			0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre		4	0
21	Process data	1	Mile		8	0
	ESTABLISH PROPERTY LINES & OWNERSHIP					
22	Contact & Interview Property Owners	1	Parcel		1	0
23	Field tie property lines/corners	2	Parcel		1	0
	STAKING					
24	Stake centerlines, approaches, detours	2	Mile			0
25	Stake core holes - structures *(unit is per structure)*	2	No.			0
26	Stake core holes - roadway *(unit is per core hole)*	2	No.			0
	SURVEY MISCELLANEOUS					
27	Determine roadway elevations (Crown and EP)	2	Mile			0
28	Environmental areas	2	No.			0
29						0
	SURVEY TOTAL					**14**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT		HRS/UNIT	
30	Computer setup	LS	0.5	4	2
31	Prepare existing manuscripts	Mile		6	0
32	Establish approximate property lines and ownership	Parcel	5	1	5
33	Study and develop typical sections	No.	0.5	2	1
34	Study and develop horizontal alignments	Mile		30	0
35	Study and develop vertical alignments	Mile		60	0
36	Create and evaluate proposed roadway models	Mile		60	0
37	Design entrances/Tie-ins	No.		2	0
38	Pre-size pipes (all alternates)	No.		2	0
39	Pre-size culverts (all alternates)	No.			0
40	Pre-size bridges (all alternates)	No.			0
41a	Conduct Traffic Engineering Analysis (Basic; HCM Procedures)	Int		16	0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Int		16	0
42	Study and development of interchange	No.			0
43	Study and development of intersection	No.	0.2	12	2
44	Study and develop maintenance of traffic plan	LS	0.2	8	2
45	Plot/print copies of plans for team meeting and inspections	LS		8	0
46	Calculate preliminary quantities and develop cost estimates	Alt.	0.2	8	2
47	Revise plans and estimates	LS	0.2	8	2
48	Preliminary Right of Way with taking areas	Parcel	5	1	5
49	Prepare Design Executive Summary	LS			0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS			
	PRELIMINARY LINE & GRADE MISCELLANEOUS				
51					
52					
53					
54					
55					
	PRELIMINARY LINE AND GRADE TOTAL				21

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
56	Utility Coordination Meeting	1	No.	2	3	6
57	Develop Utility Relocation Layout Sheets (1"=200')		Mile			0
58	Develop Utility Relocation Plans (1"=50')		Mile			0
ATION MISCELLANEOUS						
59						
COORDINATION TOTAL						6

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	5	1	5
61	Establish property and ownership	Parcel	5	2	10
62	Calculate Right of Way	Parcel	1	1	1
63	Prepare legal descriptions	Parcel	1	2	2
64	Complete Right of Way summary sheet	Parcel	1	1	1
65	Generate Right of Way strip map (scale 1" = 200')	Sheet	1	2	2
66	Prepare Right of Way Plans Submittal	LS	1	4	4
67	Right of Way revisions after Right of Way submittal	LS			0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS			0
69	Deed Research for Existing Parcels	Parcel			0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel			0
71					0
72					0
73					0
	RIGHT OF WAY PLANS TOTAL				25

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS		4	0
81	Update existing topography and terrain model	Mile			0
82	Refine alignments (horizontal & vertical)	Mile		8	0
83	Develop pavement design	No.			0
84	Finalize templates & transitions	No.		1	0
85	Develop final roadway model	Mile		60	0
86	Develop proposed design	Mile		40	0
87	Generate plan sheets (scale 1" =20')	Sheet		12	0
88	Generate profile sheets (scale 1" = 20')	Sheet		12	0
89	Detail cross sections (scale 1" =5')	No.		1	0
90	Design entrances	No.		2	0
91	Revise roadway plans from soils report	Mile			0
	DRAINAGE				
92	Develop pipe sections (< 54")	No.		2	0
93	Develop drainage system map	Mile			0
94	Develop drainage situation (bridge)	No.			0
95	Develop drainage situation (culvert)	No.			0
96	Develop blue line stream channel change (=> 200')	No.			0
97	Drainage analysis (entrance pipes)	No.			0
98	Drainage analysis (A < = 200 acres)	No.		2	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.			0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.			0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.			0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.			0
103	Special drainage studies	No.			0
104	Roadway ditches and channels	Mile		16	0
105	Develop Erosion Control Plan (scale 1"=100')	Mile		16	0
106	Inlet spacing calculations	No.			0
107	Storm sewers calculations	No.			0
108	Perform scour analysis	No.			0
109	Assemble preliminary and final drainage folders	LS			0
110	Prepare advanced situation folder - bridge	No.			0
111	Prepare advanced situation folder - culvert	No.			0
	DRAINAGE MISCELLANEOUS				
112	Develop/document "Assessment of Water Related Impacts"	LS			0
113					
114					
115					

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS		4	0
117	Prepare typical sections	No.		2	0
118	Prepare Interchange geometric approval	No.			0
119	Prepare intersection geometric approval	No.			0
120	Prepare coordinate control sheet (scale 1"=100')	Mile		12	0
121	Prepare elevation developments	No.			0
122	Prepare striping plan	Mile		26	0
123	Calculate final quantities	Mile	0.1	16	2
124	Complete general summary	LS	0.2	8	2
125	Complete paving summary	LS	0.2	8	2
126	Complete drainage summary	LS	0.2	8	2
127	Complete pavement under-drain summary	LS			0
128	Prepare cost estimate	LS	1	2	2
129	Plot/print copies of plans	LS		8	0
130	Plan revisions	Mile	0.3	8	2
131	Prepare final construction plans submittal	LS	1	2	2
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	2	2
133	Prepare construction phasing plans	Mile			0
134	Develop diversion plan sheets	Sheet			0
135	Develop diversion profile sheets	Sheet			0
136	Develop diversion cross sections	No.			0
137	Develop temporary drainage	No.			0
	FINAL PLANS MISCELLANEOUS				
138	LPA Documents	LS	0.1	40	4
139	Construction Bidding	LS	0.1	16	2
140	Signal Modifcation Plans	Each		40	0
141					0
142					
143					
144					
145					
	FINAL PLANS TOTAL				**22**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

MEETINGS

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
150	Prelim. line and grade inspection	1	No.	1	4	4
151	Drainage inspection	1	No.			0
152	Final inspection	1	No.	1	4	4
153	Misc. project coordination meetings	1	No.	1	3	3
154	Project team meetings	1	No.	1	4	4
MISCELLANEOUS						
155	Value Engineering Study		LS			
156	Constructability Review		LS			
	MEETINGS TOTAL					**15**

PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT		HRS/UNIT	
160	Develop and Maintain Mailing List		LS			0
161	Prepare for Advisory Committee/Officials Meeting		No.		8	0
162	Attend Advisory Committee/Officials Meeting	1	No.	1	2	2
163	Prepare for Public Meetings/Hearings		No.		8	0
164	Attend Public Meetings/Hearings	1	No.	1	4	4
165	Prepare and Distribute Newsletter		No.			0
166	Property owner coordination		No.			0
	PUBLIC INVOLVEMENT MISCELLANEOUS					
167						0
168						0
169						0
	PUBLIC INVOLVEMENT TOTAL					**6**

QA/QC

No.	ITEM	UNIT		HRS/UNIT	
180	Plan review	sheet			0
181	Structure review	sheet			0
	QA/QC TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	
ROUTE	Wilson Downing Improvements	CONSULTANT	Element
DESC		REVIEWED BY	
		PREPARED BY	SDS
ITEM NO.		DATE	8/18/2023

PRODUCTION-HOUR SUMMARY

SURVEY TOTAL	14
LINE AND GRADE TOTAL	21
UTILITY COORDINATION TOTAL	6
RIGHT OF WAY PLANS	25
FINAL PLANS	22
MEETINGS TOTAL	15
PUBLIC INVOLVEMENT TOTAL	6
QA/QC TOTAL	0
GRAND TOTAL	109

ATTACHMENT 4

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1700 Eastpoint Parkway
Louisville KY 40223

License#: 2081754

CONTACT NAME: Cheryll Clayton
PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : The Continental Insurance Company	35289
INSURER C : XL Insurance America Inc.	24554
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Palmer Engineering Company
P. O. Box 747
Winchester KY 40392

PALMENG-01

COVERAGES **CERTIFICATE NUMBER:** 702702303 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			703929404	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			7039429385	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			7039429399	5/1/2023	5/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		7039429418	5/1/2023	5/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			DPR5012501	5/1/2023	5/1/2024	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Lexington Fayette Urban Co. Government
Room 338, Government Center
200 East Main Street
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0132-24

File ID:	0132-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	029-2024	**In Control:**	Urban County Council
				File Created:	01/29/2024
File Name:	Odor Control Master Planning			**Final Action:**	02/15/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with Webster Environmental Associates for Sewer Odor Control Master Planning And Management Services, for the Div. of Water Quality, at a cost for the first phase of the services not to exceed $550,000. [Div. of Water Quality, Martin]

Notes: Stamped and filed in the CCO. Returned to Charlie Martin 2/21/2024. MS

Sponsors:		**Enactment Date:**	02/15/2024
Attachments:	Odor Control Bluesheet Memo, Exhibit A RFPpackage, Exhibit C Webster Envionmental Associates, Inc., 0132-24- Webster Environmental Odor Control Contract 4855-0484-5733 v.1.docx, Contract #029-2024, R-064-2024	**Enactment Number:**	R-064-2024
Deed #:		**Hearing Date:**	
Drafter:	Christina King	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	02/06/2024	Approved and Referred to Docket	Urban County Council	02/15/2024		Pass
1	Urban County Council	02/15/2024	Received First Reading	Urban County Council	02/15/2024		
1	Urban County Council	02/15/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	02/15/2024	Approved				Pass

Text of Legislative File 0132-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Engineering Services Agreement with Webster Environmental Associates for Sewer Odor Control Master Planning And Management Services, for the Div.

of Water Quality, at a cost for the first phase of the services not to exceed $550,000. [Div. of Water Quality, Martin]

Summary

Authorization to award a professional services Contract, pursuant to RFP-51-2023, to Webster Environmental Associates for work associated with sewer Odor Control Master Planning and management services, to provide technical support needed for correcting odor control deficiencies, at a cost not to exceed $550,000. Funds are Budgeted. (L0132-24) (Martin/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 01/29/2024

Risk Management: No

Fully Budgeted: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $550,000.00

Annual Impact:

Project: WWTPODORCONTROL

Activity:

Budget Reference:

Current Balance: $1,000,000.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

FROM: Charles H. Martin, P.E., Director
Division of Water Quality

DATE: January 26, 2024

SUBJECT: Odor Control Master Planning – RFP-51-2023

Request

The purpose of this memorandum is to recommend award of a professional services contract to Webster Environmental Associates for work associated with sewer **Odor Control Master Planning** and program management services. The contract term will be for 365 days as measured from the Mayor's signature date on the contract. Up to four (4) annual renewals are possible if approved by the Urban County Council.

Purpose of Request

RFP-51-2023 was issued by the Division of Water Quality to acquire the technical support needed for correcting odor control deficiencies within the sanitary sewer system. Escalating odor complaints from customers combined with measured substandard performance by existing odor control equipment clearly indicates that improving the overall program is necessary.

Throughout the course of the Consent Decree, the Division of Water Quality has successfully used third party program management as the mechanism for upgrading programs to a productive and compliant condition. The division recommends that LFUCG use that same approach in resolving deficiencies in the sanitary sewer odor control program.

Project Cost in FY24

Design and construction management costs for targeted fast track projects is estimated to be $550,000.

Future project costs will be determined using the hourly rates quoted in the proposal and hours allocated via issued task orders.

Are the funds budgeted

The funds are budgeted in: 4003-303401-3401-92711 WWTPODORCONTROL 2024 LFUCG

Martin / Albright

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #51-2023 RFQ for Odor Control Master Planning** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 11, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as <u>special conditions</u> in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR ∫ 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR ∫ 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) 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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic’s or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
    (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
    (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 20
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 20

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me

by _____ on this the _____ day

of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

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 *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran 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 in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Address/Phone/Email	**Bid Package / Bid Date**

MWDBE Company Addres	**Contact Person**	**Contact Information (work phone, Email, cell)**	**Date Contacted**	**Services to be performed**	**Method of Communication (email, phone meeting, ad, event etc)**	**Total dollars $$ Do Not Leave Blank (Attach Documentation)**	**MBE * AA HA AS NA Female**	**Veteran**

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____
Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From: To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____	_____
Company	**Company Representative**
_____	_____
Date	**Title**

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. 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 this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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 LFUCG, which approval shall not be unreasonably withheld.

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

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional (E&O Liability)	$1 million per claim

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 (DOI). 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. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG 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.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

Scope of Services RFP #51-2023
Request for Qualifications (RFQ) and Hourly Rates for
2024 - 2029 Odor Control Master Planning
Lexington-Fayette Urban County

Background

Over the last several years, the Lexington-Fayette Urban County Government (LFUCG) has experienced escalating sanitary sewer odor complaints. Complaints occur year-round but escalate dramatically between the months of August and November. Complaints often focus on the two wastewater treatment plants but can also be attributable to the collection and conveyance system due to long detention times in the system. Relevant facts about LFUCGs sanitary sewer system are listed in Appendix A.

Goals and Objectives

LFUCG is focused on developing and implementing a continuously proactive odor control program that ensures the following:

1. That the air quality treatment control processes we are currently using are working effectively.
2. That the program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities.
3. That performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained.
4. That program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved.

The following questions, once examined, should also be incorporated into the long-term plan as applicable.

1. Are seasonal temperature inversions contributing to the escalation in complaints and are there programmatic changes that can be implemented to mitigate the impact?
2. What changes can be made to the collection and conveyance system that mitigate the impact of seasonal low flows at the treatment plants and large pumping stations?

It is Lexington's intention to select a professional team of engineers and scientists that can help Lexington achieve its sewer odor control goals and objectives. Selection of this team will be qualifications based, so the proposer is strongly encouraged to demonstrate practical experience in meeting the stated goals and objectives. The proposer's estimate fee for providing design, bidding assistance and construction management services for fast-track capital improvements, as described in Appendix B, will also be a contributing factor in recommending award.

Odor Risk Summary

Responses to this RFQ should be responsive to the stated goals and objectives and describe, in greater detail, how the responder would be responsive to the site-specific odor risks discussed below:

Site Specific Risk # 1
Town Branch WWTP
301 Jimmy Campbell Lane
(Refer to Exhibit 1)

Odor control in the form of activated carbon is provided at five locations within the campus:

- Headworks – Calgon Type IVP granular activated carbon unit, in service for approximately 25 years.
- North Primaries – ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- South Primaries - ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- Scum Facility - ECS Environmental Solutions, no model name plate, 1500 CFM. unit in service for approximately 6 months.
- Gravity Thickeners - ECS Environmental Solutions VX Carbon Adsorber unit in service for approximately 4 years.

The plant is largely surrounded by industrial property but does have two residential neighborhoods located within a mile radius of the facility. The closest residential unit is less than 500 feet away from the aeration basins. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the solids processing building.
5. Complete an odor risk assessment for the primary effluent pump station discharge channel.
6. Other investigations and analysis as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the North and South Primaries odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

Site Specific Risk #2
West Hickman WWTP
272 West Hickman Plant Road
Nicholasville, Kentucky
(Refer to Exhibit 2)

Odor control in the form of activated carbon is provided at two locations within the campus:

- Headworks – Dual ECS units, in service for approximately 3 years
- Gravity Thickeners – Dual Calgon units, in service for over 25 years

Odor control in the form of wet scrubbers is provided at two locations within the campus:

- Aerated Sludge Holding (ASH) tanks- Siemans LP-3500 wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is no longer functioning as a dual stage caustic / chlorine scrubber.
- Solids Processing - Siemans LP-7080-XL wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is also no longer functioning as a dual stage caustic / chlorine scrubber.

The plant is located in a rural area that continues to experience residential growth. The closest residential unit is now approximately 1,000 feet away from the Solids Processing Building. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the recycle pump station.
5. Other analysis and investigations as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the gravity thickener and ASH tank odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

Site Specific Risk #3
Town Branch WWTP Service Area Hot Spots
(Refer to Exhibit 3)

Odor complaints in the Town Branch WWTP service area come from multiple sources but three specific areas are considered hot spots requiring unique attention.

1. Townley neighborhood – constructed in the last 20 years, odor complaints from this neighborhood are most attributable to its proximity to the WWTP. Odor risk abatement is believed to WWTP driven with minimal risk of cross connections within the collection system.

2. Meadowthorpe neighborhood – the neighborhood dates back to the 1940's, with homes originally served by on-site septic systems. Public sewers were installed in the 1970's. Proximity to the treatment plant is a concern but, given the post development installation of public sewers, the existence of improper sewer connections should be investigated in addition to odor control improvements at Town Branch WWTP.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Meadowthorpe neighborhood.

3. Lisle Industrial / Forbes Road Industrial Area – multiple parcels within this area are not listed as having public sewer service and the city does not fully understand if and how sanitary sewer service exists for these structures. A better understanding of how these buildings function is necessary to validate their potential contribution to odor complaints.

   The consultant will be required to coordinate assessments of all occupied parcels currently not connected to the public sewer system.

Site Specific Risk #4
Cumberland Hill and Woodfield Neighborhood Collection System
(Refer to Exhibit 4)

Odor complaints in the West Hickman WWTP service area come from multiple sources but two specific areas are considered hot spots requiring unique attention.

1. Woodfield neighborhood – multiple addresses near Hobbs Way and Forest Lake Drive have reported odor issues in 2023. On at least two separate occasions, state air quality inspectors using Nasal Ranger equipment have detected odor exceeding the secondary ambient air quality standard. This neighborhood has been constructed in the last 20 years, odor complaints from this neighborhood are likely most attributable to its proximity to the WWTP but cross-connection potential should not be ruled out.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Woodfield neighborhood.

2. Cumberland Hill neighborhood – multiple addresses in the 900 block of Charwood Drive have reported odor issues in 2023. Over the years, Cumberland Hill has had an extensive history with odors, likely due to their proximity to West Hickman WWTP and the West Hickman 1 Trunk Sewer. This neighborhood was developed over 25 years ago, odor complaints from this neighborhood could be attributable to a variety of sources.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Cumberland Hill neighborhood. The selected consultant will also be tasked with evaluating the feasibility of installing "P traps" on the 8-inch collector sewers serving the neighborhood.

Site Specific Risk #5
West Hickman 1 Trunk Sewer System
(Refer to Exhibit 5)

The West Hickman 1 Trunk Sewer System is the primary sewer trunk upstream from West Hickman WWTP. It receives flow from two Class A pumping stations and a gravity service area of nearly 870 acres. Aside from the West Hickman WWTP, this trunk sewer system and the pumping stations directly discharging to it are potentially the greatest source of odors impacting densely populated areas between Man O War Blvd. and the plant.

Lexington is concerned that this trunk sewer "breathes" in such a way that odors escape multiple points and becomes trapped in the valley beginning at the plant and extending upstream. The selected consultant will be required to evaluate this "theory" and provide recommendations of how to maintain a negative pressure on the system to the point of delivering odorous air to a treatment point.

Site Specific Risk #6
Various Class A Sanitary Pump Stations
(Refer to Exhibit 6)

The following Class A pump stations have the most "history" as odor sources and/or odor generators. A complete list of Lexington pump stations is provided as Exhibit 6.

Pump Station	Address	Station Odors	ARV / Discharge Odors
East Hickman	3316 Buckhorn Drive	X	X
Lower Town Branch	3231 Leestown Road	X	
South Elkhorn	2500 Bowman Mill Road	X	X

The consultant will be tasked with evaluating the odor contribution of these stations with the primary early emphasis on chemical treatment of station effluent and its impact on air release valve discharges for all Class A sanitary pumping stations.

Site Specific Risk #7
Key Sanitary Manhole Carbon Inserts Locations
(Refer to Exhibit 7)

Lexington has historically utilized CHEMTREAT as an odor control method at key manholes and air release valves (ARVs). The current list of these locations is provided in Exhibit 7. The origin of this list is uncertain and is assumed to be complaint driven.

The consultant will be tasked with evaluating each of these sites and examining:

- The likely purpose of treating each location.
- The viability of continued treatment of each location.
- The benefit of adding or relocating treatment locations.
- Alternative treatment options for each location.

Other Odor Risk Factors Requiring Evaluation

During the fall of 2023, Lexington staff engaged numerous citizens who are experiencing either occasional or frequent sewer odor problems. Those engagements led to questions that remain unanswered because they require more detailed evaluation. In addition to work associated with the Site-Specific Risk locations described above, the consultant will be tasked with evaluating and responding to the following questions.

1. If low flows and the lack of rain are the root cause of seasonal odor complaints, why doesn't the city add more fresh water to the sewer system by:
    a. Purchasing water from Kentucky American Water Company (KAWC) and adding it at key locations during key times of the day?
    b. Working with KAWC to integrate the hydrant flushing program with adding fresh water to the system?
    c. Sending reclaimed plant effluent back up into the system to augment low flows?
2. How does typical fall weather impact the escalation of complaints?
    a. What can be done at the treatment plants to overcome the impacts of temperature inversions?
    b. Are exhaust stacks too low and trapping odor in the valleys when winds subside and the surface temperature cools at night?
    c. Can odorous air be stored at night and then treated for release during the warmer daylight hours?
3. What is the odor impact of pump station discharges, are pumps stopping and starting so frequently that the air release valves are constantly discharging odorous air?
4. How is Lexington adding chemicals at key pump stations and is it effective in reducing / preventing odors?

Odor Control Communication Plan

Working with Lexington's Government Communication staff, the consultant will be expected to participate in the development of an Odor Control Communications Plan.

Minimum First Year Meetings and Presentations Schedule

1. One in person system orientation / project kick-off session (one to three day period).
2. Monthly virtual progress meetings with Division of Water Quality staff.
3. Four (4) recorded project update presentations suitable for posting on YouTube.
4. Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

Fee Considerations

- Fees for services rendered under the executed contract should be based on the fee schedule provided with the proposal.
- Consultant travel cost is capped at $250 per day per team member and is applicable only to those team members located more than 100 miles from Lexington. Coach air fare costs will be approved on a case-by-case basis. Expenses above the cap are the responsibility of the consultant. Lexington reserves the right to limit the travel of team members who are not substantively contributing to a specific outcome.
- A travel budget for Lexington team members will be established during the contract award phase. The purpose of this budget will be to make site visits, when necessary, to better understand applicable technology used by other odor generating facilities.

List of Exhibits

1. Town Branch WWTP layout
2. West Hickman WWTP layout
3. Collection System Map – Meadowthorpe and areas in direct proximity to TW WWTP
4. Collection System Map – Woodfield and Cumberland Hill
5. West Hickman 1 Trunk Map
6. Key Class A Pumping Stations
7. Key Manhole Carbon Inserts List
8. Statement of hourly rates form
9. Task Order form

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than forty – five (45) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)

2. Firm Qualifications (fifteen pages maximum)

- Provide an executive summary explaining why the team should be selected to provide services for this project, along with general information about the team (prime and subconsultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated Goals and Objectives stated in the advertisement. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm. Individuals offered as subject matter experts will be expected to actively participate in the success of the program. Substitution is lesser qualified individuals could lead to termination of the contract.

3. Project Team (fifteen pages maximum)
    - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.

4. List of Three (3) Clients for which similar work has been performed (one page maximum)
    - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.

5. Four (4) Firm Reference Projects (eight pages maximum)
    - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.

6. Local Office (one page maximum)
    - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in Fayette County Kentucky or a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties).

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
    - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

8. Statement of Hourly Rates (one page maximum - format provided)
    - Provide detailed information regarding the hourly rate for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly

assigned to all position titles that are identified on the Project Team section. This hourly rates will be the fee basis for any additional work requested by LFUCG.

9. Lump Sum Fee Estimate Appendix B Scope (one page maximum)

Contract Duration

The contract term will be for 365 days as measured from the Mayor's signature date on the contract. There will be no more than four (4) annual renewals following the initial 365 day term. Renewals must be approved by the Urban County Council.

Method of Invoice and Payment

The Consultant shall submit monthly invoices for basic services or work rendered. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged and note the portion of the amount invoiced that is for work performed by a DBE subcontractor. The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

Stop Work Notice

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing, and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they

are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalification submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

APPENDIX A

Lexington's sanitary sewer system is a separate system (no combined sewers) serving a population of approximately 322,000 within a service area of 85 square miles. The service area includes two wastewater treatment plants serving eight geographic sewersheds.

Town Branch WWTP – 30 MGD organic capacity serving the following sewersheds

- Town Branch
- Wolf Run
- Cane Run
- North Elkhorn

West Hickman WWTP – 33.8 MGD organic capacity serving the following sewersheds

- West Hickman
- East Hickman
- South Elkhorn
- Boone Creek

The collection and conveyance system is composed of the following LFUCG maintained assets (all quantities are approximate):

- 1,320 miles of gravity sewer lines, 4-inch to 96-inch in size
- 69 miles of sanitary force mains, 2-inch to 36-inch in size
- 37,417 manholes
- 75 pumping stations
- Five (5) Wet Weather Storage (WWS) Complexes (tank / diversion pump station)
- One (1) WWS tank at Town Branch WWTP
- Two (2) WWS tanks at West Hickman WWTP

LFUCG wastewater pumping stations are divided into four (4) classes based on the pumping capacity. The numbers of wastewater pumping stations in each class are as follows:

- Class A – 3,000 GPM and greater (8 pumping stations)
- Class B – 1,000 GPM to 2,999 GPM (6 pumping stations)
- Class C – 75 GPM to 999 GPM (47 pumping stations)
- Class D – less than 75 GPM (14 pumping stations)

APPENDIX B
Professional Engineering Services
West Hickman WWTP Solids Storage Odor Control
Town Branch WWTP Primary Clarifier Odor Control
Upgrades

Background

Lexington's West Hickman Wastewater Treatment Plant (WH WWTP) is located at 645 W. Hickman Plant Road., Nicholasville, Kentucky. The plant has a history of odor complaints, likely due to its proximity to residential properties and the topography of the area.

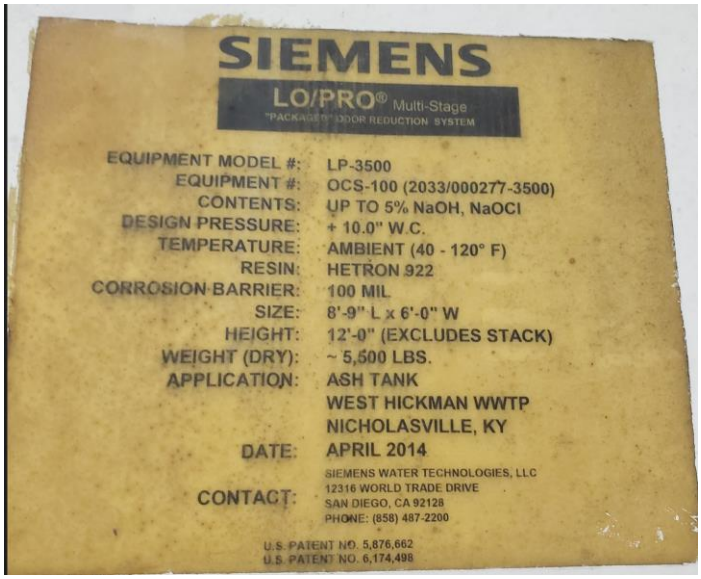
Lexington's Town Branch Wastewater Treatment Plant (TB WWTP) is located at 301 Jimmy Campbell Lane, Lexington Kentucky and has also experienced an escalation in odor complaints.

Lexington is in the beginning stages of a system wide overhaul of its municipal wastewater odor control systems and has identified the West Hickman solids storage complex and the Town Branch primary clarifiers as productive early action projects for the near-term reduction in odor releases that generate complaints.

WH WWTP Gravity Thickeners

The existing gravity thickener odor control system is activated carbon installed around 1990 with 29,585 pound (max.) dual vessels containing Hetron 922 resin. The condition of the carbon is unknown other than replacement for one vessel reportedly occurred about 18 months ago.

WH WWTP Aerated Sludge Holding (ASH) Tanks



The ASH tanks came into service around 2002 but were not regularly used due to alleged odor issues. Two ASH tanks were equipped with aluminum covers around 2015, with odor control provided by a dual stage wet scrubber manufactured by Siemens Corporation. The dual stage design using bleach and caustic soda has been compromised and now the unit appears to operating as a single stage using the Evergreen process provided by Source Technologies.

TB WWTP Primary Clarifiers

The primary clarifiers at TB WWTP are configured as follows:

South Bank – units 1 thru 6
North Bank – units 7 thru 12

The influent and effluent channels for each bank are covered with solid aluminum panels. Odorous air from each bank is collected and treated by one (1) ECS Environmental Solutions VX-4800 activated carbon unit (south bank in photo). Recent data collection has revealed that these units lack the capacity to effectively remove the hydrogen sulfide levels that exist under the channel covers.

The objective of this project is to design and install replacement equipment for the equipment identified above that is capable of reliably removing the expected hydrogen sulfide (H_2S) levels. The target performance is to:

- Maintain a constant negative pressure on the covered tanks and channels,
- Collect 100% of the odorous air for subsequent treatment by an odor control system operating year-round.
- Be equipped with system performance measures (inlet and outlet hydrogen sulfide concentrations, pressure differentials, etc.) that can be easily monitored / recorded, at a minimum, on a daily basis.
- Achieve 99% removal of hydrogen sulfide.

Samples collected on November 28, 2023 recorded hydrogen sulfide levels at these locations.

Table 1

Location	H_2S Concentration (ppm)
WH WWTP Gravity Thickeners	10
WH WWTP ASH Tanks	29
TB WWTP N Primaries	36
TB WWTP S Primaries	31

The original design criteria for the N and S Primaries contained both an average and peak loadings recorded in 2021.

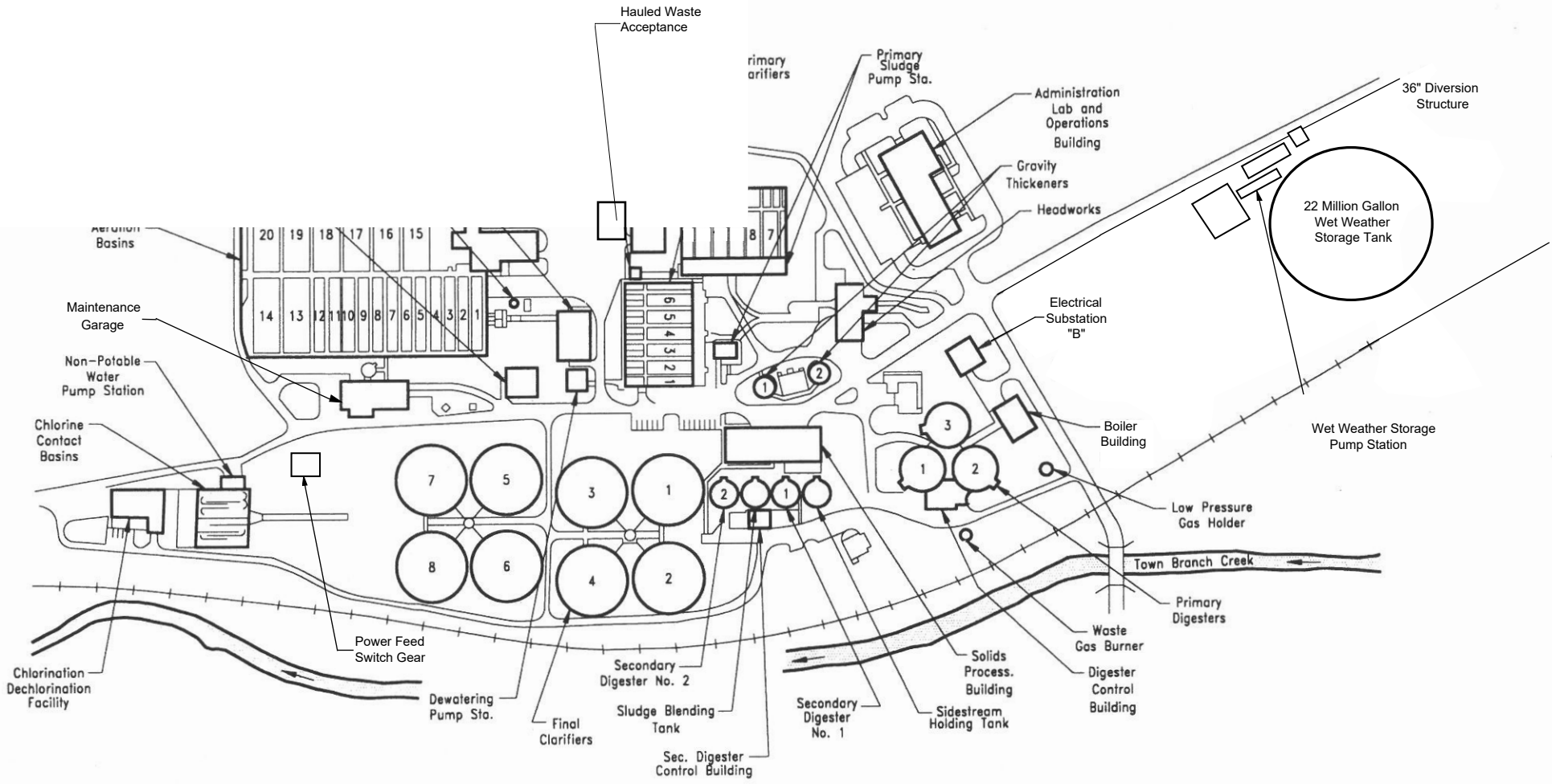
B. Performance Requirements: Provide two systems which shall be designed for the following operating conditions and shall meet the following performance criteria:
1. Maximum air flow rate: 4,800 cfm each.
2. Average inlet H_2S concentration: 38 ppm.
3. Peak inlet H_2S concentration: 257 ppm.
4. Minimum removal efficiency: 99.0% removal of H2S, 90% removal of odor units (OU).

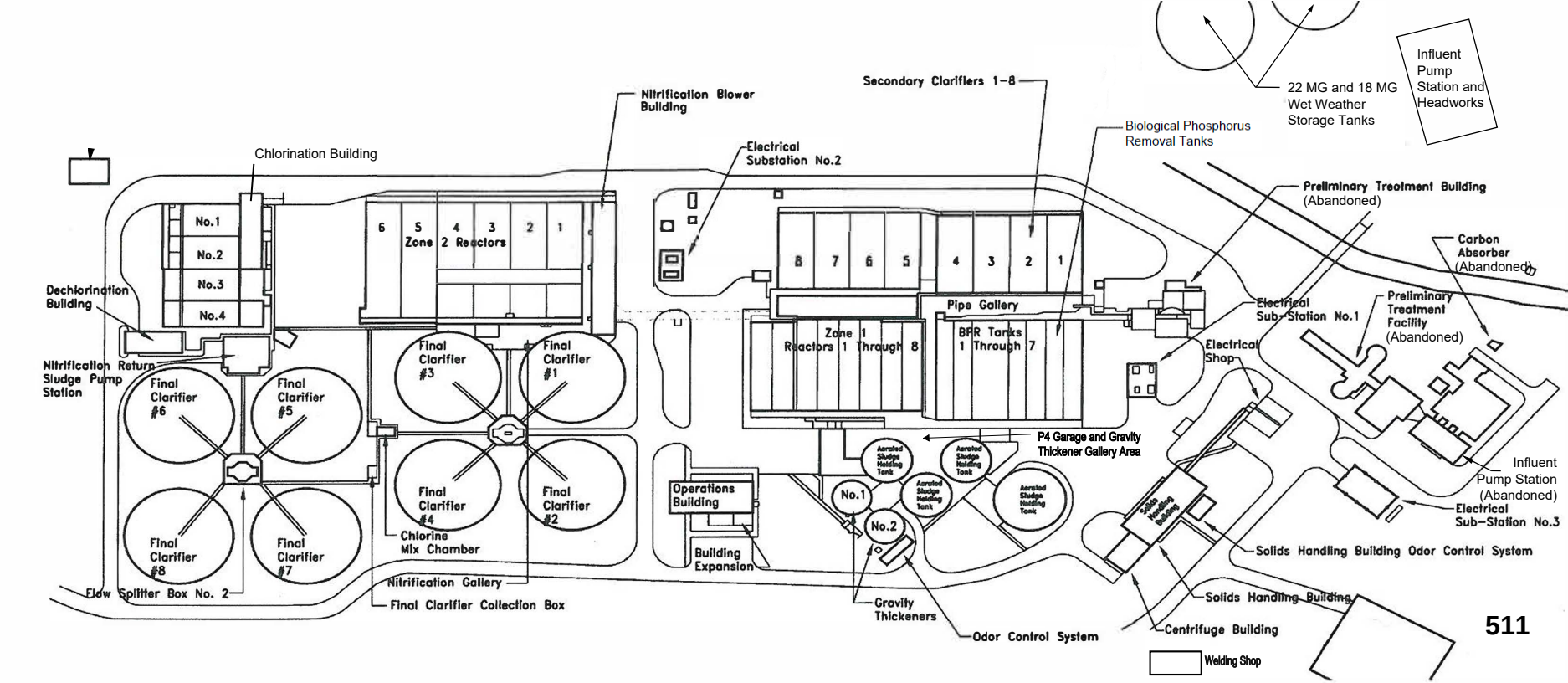
Scope of Services

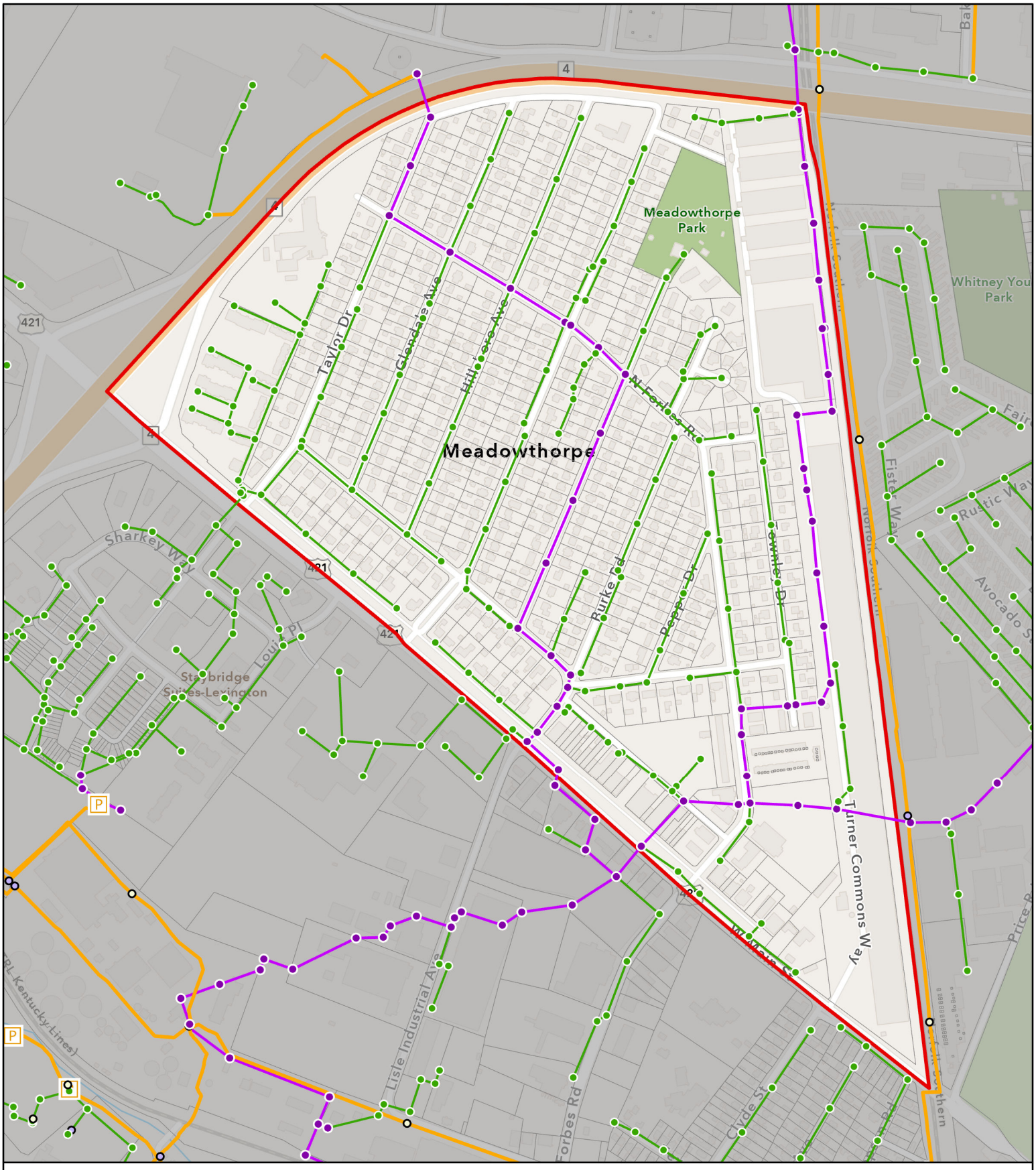
1. **TASK 1**: Meet with the project team to develop and refine a project approach strategy that should include:
   a. Completing a thorough review of available record drawings to establish baseline operational data.
   b. Completing geometric measurements to verify that record drawing data matches actual field conditions.
   c. Reviewing any additional sampling results obtained by LFUCG.
   d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H_2S and 90% removal of odor units (OU).
   e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.

2. **TASK 2:** Using the letter report contents, the hourly rates provided in the Statement of Qualifications and direction provided by the DWQ project manager, execute all design, bidding and construction management services necessary for the installation of LFUCG approved odor control alternatives serving the four (4) locations listed in Table 1.

H WWTP


Hauled Waste Acceptance
rimary arifiers
Primary Sludge Pump Sta.
Administration Lab and Operations Building
Gravity Thickeners
Headworks
36" Diversion Structure
22 Million Gallon Wet Weather Storage Tank
Aeration Basins
Maintenance Garage
Non-Potable Water Pump Station
Chlorine Contact Basins
Electrical Substation "B"
Boiler Building
Wet Weather Storage Pump Station
Low Pressure Gas Holder
Town Branch Creek
Primary Digesters
Waste Gas Burner
Digester Control Building
Solids Process. Building
Sidestream Holding Tank
Secondary Digester No. 1
Sec. Digester Control Building
Secondary Digester No. 2
Sludge Blending Tank
Final Clarifiers
Dewatering Pump Sta.
Power Feed Switch Gear
Chlorination Dechlorination Facility


Influent Pump Station and Headworks
22 MG and 18 MG Wet Weather Storage Tanks
Secondary Clarifiers 1-8
Nitrification Blower Building
Biological Phosphorus Removal Tanks
Chlorination Building
Electrical Substation No.2
Preliminary Treatment Building (Abandoned)
Carbon Absorber (Abandoned)
No.1
No.2
No.3
No.4
6 5 4 3 2 1
Zone 2 Reactors
8 7 6 5 4 3 2 1
Pipe Gallery
Dechlorination Building
Zone 1 Reactors 1 Through 8
BFR Tanks 1 Through 7
Electrical Sub-Station No.1
Preliminary Treatment Facility (Abandoned)
Electrical Shop
Nitrification Return Sludge Pump Station
Final Clarifier #6
Final Clarifier #5
Final Clarifier #3
Final Clarifier #1
Final Clarifier #4
Final Clarifier #2
Final Clarifier #8
Final Clarifier #7
Chlorine Mix Chamber
Operations Building
Building Expansion
Aerated Sludge Holding Tank
No.1
No.2
P4 Garage and Gravity Thickener Gallery Area
Influent Pump Station (Abandoned)
Electrical Sub-Station No.3
Solids Handling Building Odor Control System
Flow Splitter Box No. 2
Nitrification Gallery
Final Clarifier Collection Box
Gravity Thickeners
Odor Control System
Solids Handling Building
Centrifuge Building
Welding Shop



LEXINGTON

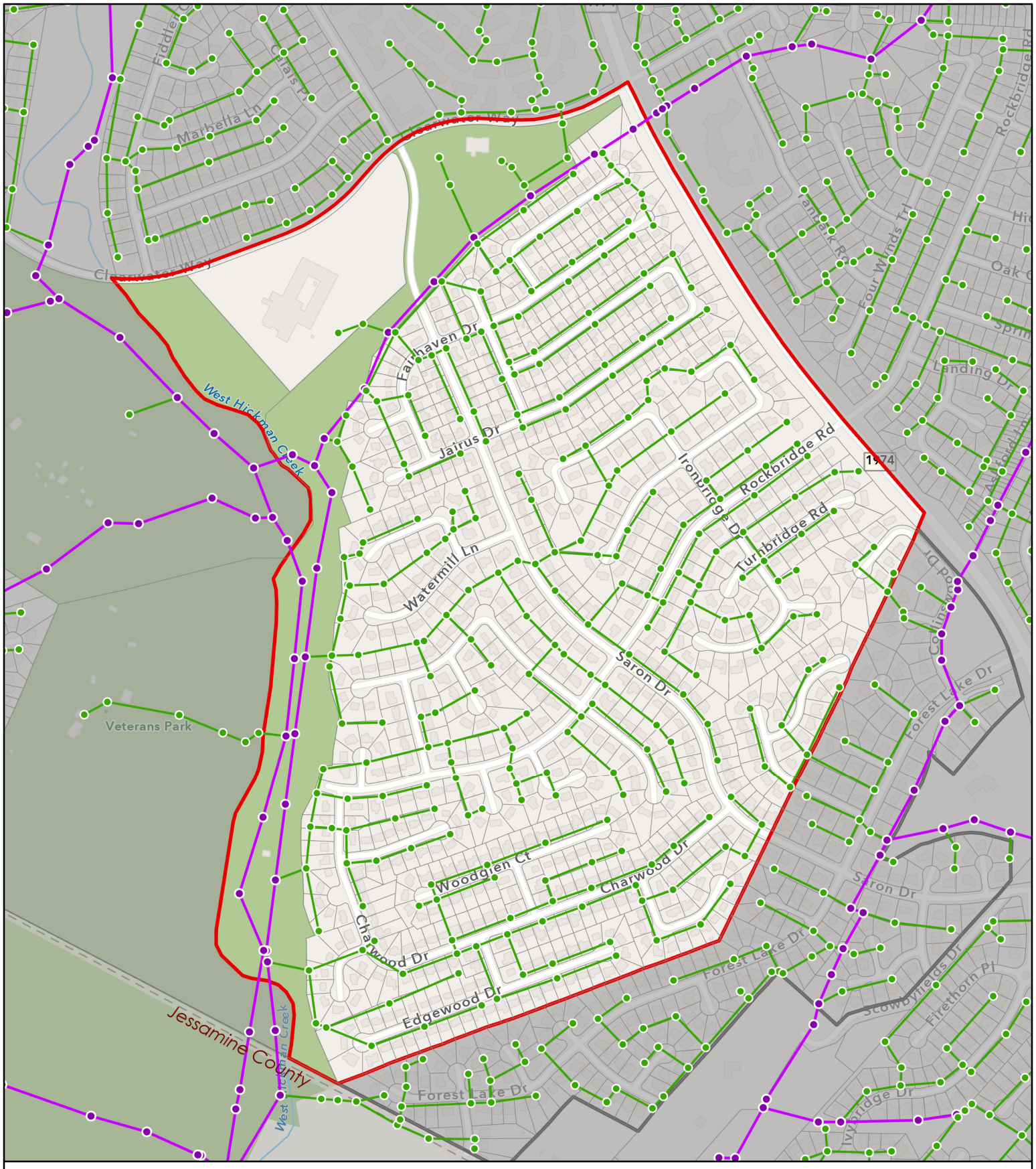
Exhibit 3

Smoke Testing RPQ Areas

Project Area: Meadowthorpe Neighborhood (267 Acres)

Collection Pipe — Trunk Sewer — Force Main

LGUCG GIS



LEXINGTON

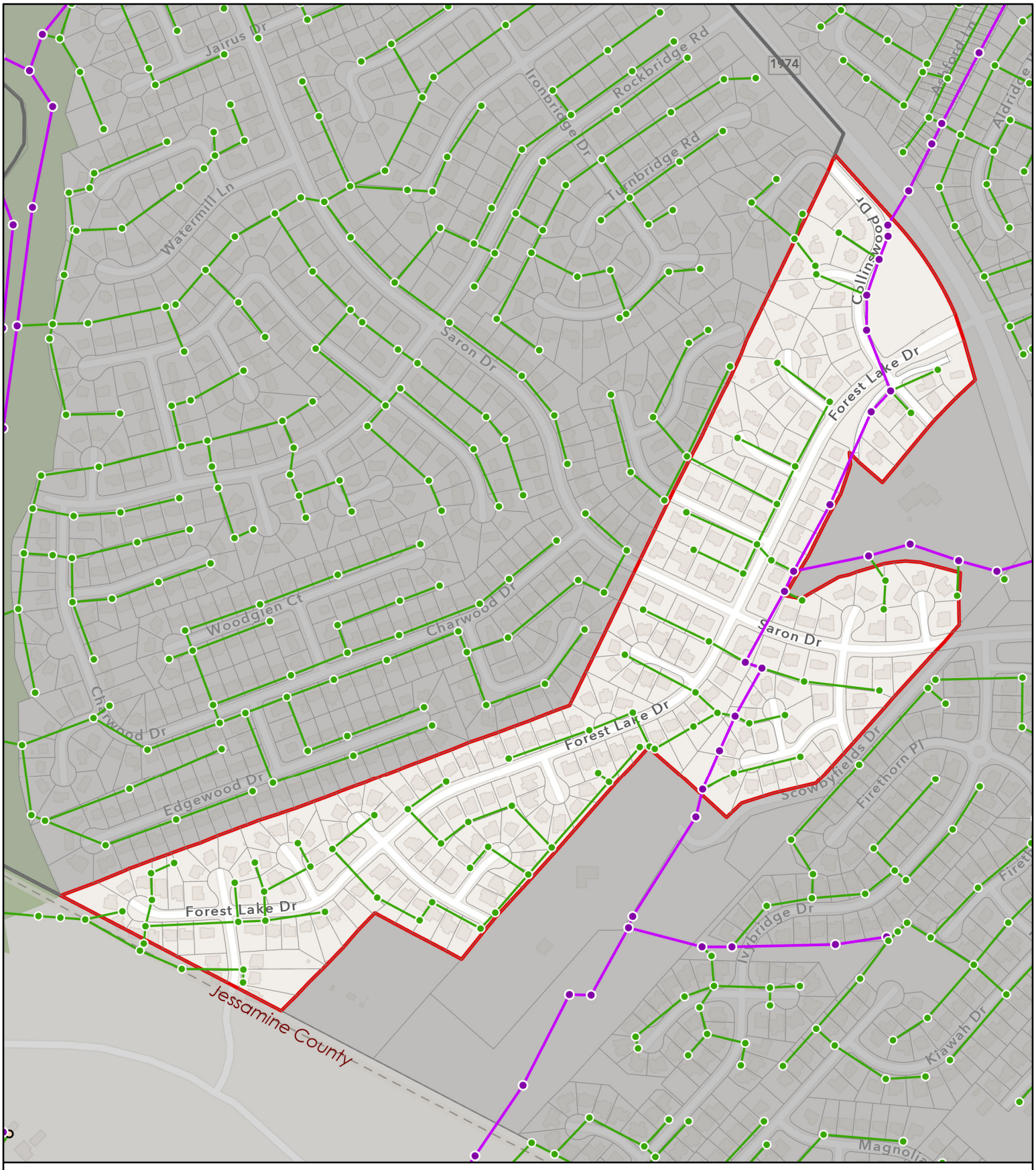
Exhibit 4

Smoke Testing RPQ Areas

Project Area: Cumberland Hill Neighborhood (296.9 Acres)

Collection Pipe — Trunk Sewer

LGUCG GIS



LEXINGTON

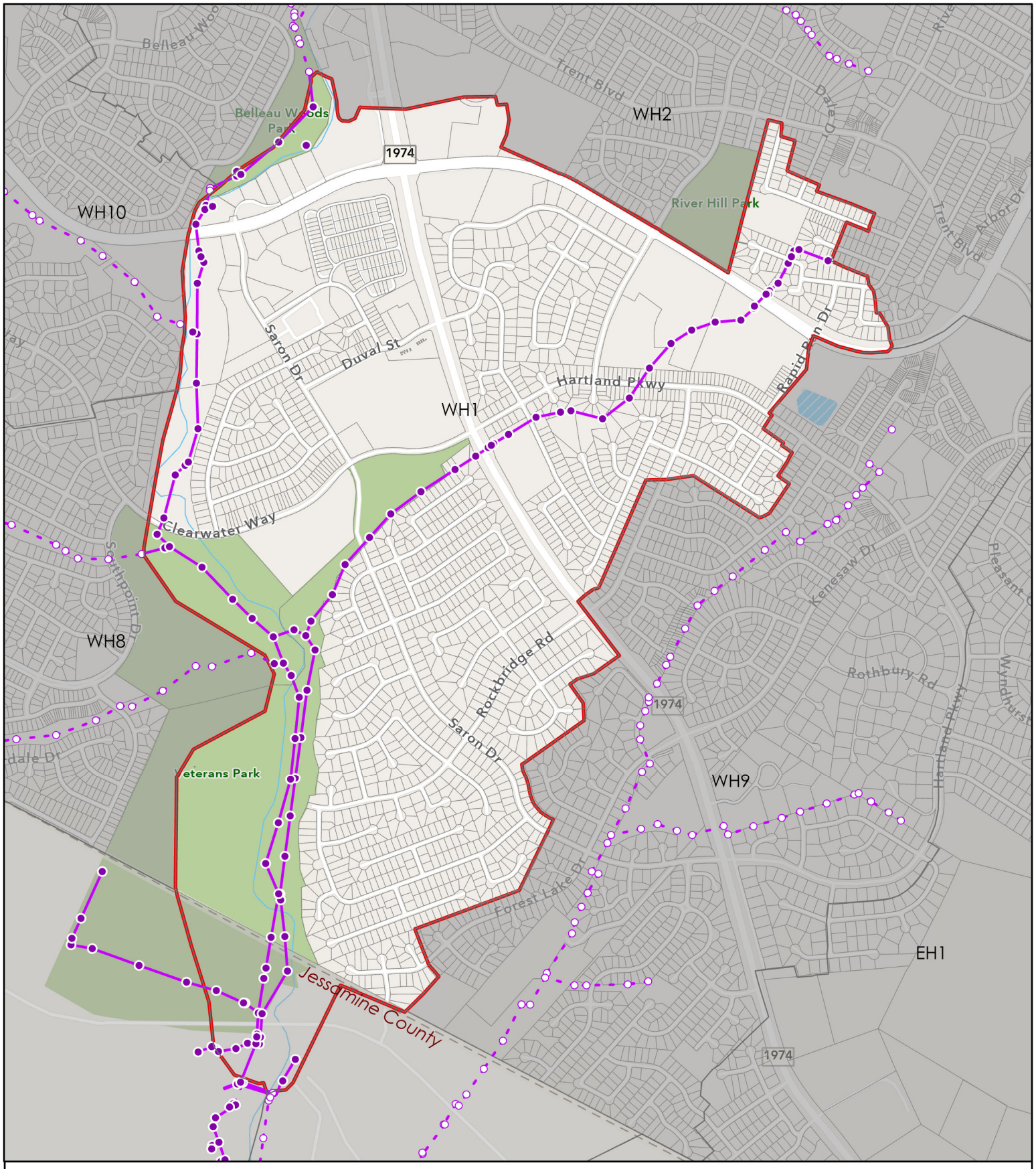
Exhibit 4

Smoke Testing RPQ Areas

Project Area: Woodfield Neighborhood (72 Acres)

Collection Pipe — Trunk Sewer

LGUCG GIS



LEXINGTON

Exhibit 5

Smoke Testing RPQ Areas

West Hickman 1 Sewershed (871.1 Acres)

WH1 Trunk Sewer — Other Trunk Sewer

Connected Sewersheds in Total Acres	
East Hickman:	7,511.9
South Elkhorn:	7,332.2
West Hickman:	11,519.6
Total:	26,363.7

LGUCG GIS

EXHIBIT 6

2023 SORP
List of Pumping Stations
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
1	ARMORY	4309 AIRPORT RD	D	1996
2	*ARMSTRONG MILL ROAD	2755 ARMSTRONG MILL RD	B	1984
3	BAKER COURT	1331 BAKER CT	D	2019
4	BLUE SKY	301 UNITED CT	C	2014
5	BLUEGRASS FIELD	1031 AIR FRIEGHT DR	B	2011
6	BOONESBORO MANOR	5335 Athens Boonesboro RD	D	2016
7	BRACKTOWN	210 BETTY HOPE LN	C	2008
8	CISCO ROAD	109 CISCO RD	D	2002
9	CLAY'S MILL	3330 CLAY'S MILL RD	D	1990
10	DEEP SPRINGS	469 ANNISTON DR	B	2012
11	DIXIE	1459 HUNTSVILLE DR	C	2012
12	DOTSON PROPERTY	2828 SPURR RD	C	2004
13	EA3	1181 PROVIDENCE PLACE PKWY	A	2019
14	EAST HICKMAN	3316 BUCKHORN DR	A	2020
15	EAST HICKMAN	3316 BUCKHORN DR	WWS	2020
16	ELECTRONICS PARK	609 BIZZEL DR	C	1965
17	FINCASTLE	1711 CLAYS SPRING LN	C	1950's
18	GEORGETOWN FIRE	1136 FINNEY DR	C	1972
19	GOVERNMENT CENTER	200 E MAIN ST	C	1987
20	GREENBRIER #2	3592 WINCHESTER RD	C	1981
21	GRIFFIN GATE	1960 STANTON WAY	C	2011
22	GRINDER	4260 AIRPORT RD	D	1980
23	HALEY PIKE	4216 HEDGER LN	C	2009
24	HAMBURG PLACE	1936 PAVILION WAY	C	2014
25	HARBOR FREIGHT	1393 E. NEW CIRCLE RD	C	2007
26	HARTLAND #1	3630 TIMBERWOOD LN	C	2016
27	HARTLAND #2	2140 LEAFLAND PL	C	2023
28	HARTLAND #3	4904 HARTLAND PKWY	C	2023
29	HORSE PARK	4020 JOHN HENRY LN	C	2000
30	JOHNSON PROPERTY	1860 MILLBANK RD	C	2006
31	KEENELAND	4091 VERSAILLES RD	C	1991
32	LAKE TOWER	543 LAKETOWER DR	C	1976
33	LAKESHORE DRIVE	550 LAKESHORE DR	C	2023
34	LANDFILL #1	1765 OLD FRANKFORT PIKE	D	2002
35	LANDFILL #2	315 JIMMIE CAMPBELL DR	D	2002
36	*LEESTOWN INDUSTRIAL	168 TRADE ST	C	1983
37	LEXINGTON MANOR	850 BYARS AVE	C	1950's
38	LEXINGTONIAN ESTATES	3300 VERSAILLES RD	D	2007
39	LIBERTY ROAD	2101 LIBERTY RD	D	2019
40	LOUDON AVE	682 E LOUDON AVE	D	1999
41	LOWER CANE RUN	1760 MCGRATHIANA PKWY	A	1994
42	LOWER CANE RUN	1760 MCGRATHIANA PKWY	WWS	2017

Summary

Class A Stations:	8
Class B Stations:	6
Class C Stations:	47
Class D Stations:	14
Wet Weather (WWS)	5
	80

Flow Rates	
Class A Station:	3000+ GPM
Class B Station:	1000-2999 GPM
Class C Station:	75-999 GPM
Class D Station:	0-74 GPM

2023 SORP
List of Pumping Stations
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
43	LOWER CANE RUN #2	2906 SULLIVANS TRCE	B	2006
44	LOWER TOWN BRANCH	3231 LEESTOWN RD	A	1999
45	MARSHALL	249 LONG BRANCH LN	C	2000
46	McCUBBIN	526 MCCUBING DR	C	1980
47	MINT LANE	1510 MAN O WAR	B	1998
48	NORTH ELKHORN	2201 ELKHORN RD	A	2009
49	NORTH ELKHORN #2	2589 WINCHESTER RD	A	2014
50	OLD PARIS PIKE	2138 OLD PARIS RD	C	2001
51	OLD PARIS PIKE #2	2021 OLD PARIS RD	D	2009
52	PALOMAR HILLS	2212 SILKTREE CT	C	1987
53	PARADISE LANE	700 Wilderness Rd	D	2017
54	PICADOME	495 PARKWAY DR	B	2001
55	PIZZA HUT	2920 TATES CREEK RD	D	1986
56	RED MILE	1101 WINBAK WAY	C	2014
57	RESERVE	5399 TATES CREEK RD	C	2009
58	RIVER PARK	1419 TRENT BLVD	C	2023
59	ROLL CALL CENTER	1793 OLD FRANKFORT PIKE	C	1992
60	SANDERSVILLE ROAD	1673 JAGGIE FOX WAY	C	1994
61	SHADELAND	857 GLENDOVER	C	1964
62	SHARKEY PROPERTY	315 LISLE INDUSTRIAL AVE	C	2003
63	SHARON VILLAGE	1985 HAGGARD CT	C	2021
64	SOUTH ELKHORN	2500 BOWMAN MILL RD	A	2010
65	SPICEWOOD	253 CHESTNUT RIDGE DR	C	2000
66	SPINDLE TOP	2330 RESEARCH DR	C	2000
67	SPURR RD	3316 SANDERSVILLE RD	C	2006
68	ST. MARTINS	959 ST MARTINS AVE	C	1963
69	THOMPSON PROPERTY	2209 WALNUT GROVE LN	C	2001
70	TOWN BRANCH	335 JIMMIE CAMPBELL DR	C	2017
71	TRAFTON	150 TRAFTON ST	C	1988
72	TRANSIT CENTER	220 EAST VINE ST	C	1992
73	UPPER CANE RUN	750 NANDINO LN	WWS	2022
74	VAUGHAN	255 S FORBES RD	C	1996
75	WALNUT GROVE	3280 HATFIELD LANE	C	2009
76	WEST HICKMAN 7 WWS	2425 RICHMOND RD	WWS Pump Station	2019
	WEST HICKMAN 7 WWS	105 QUITION COURT	WWS	2019
77	WILDERNESS TRACE	535 WILDERNESS RD	C	2007
78	WOLF RUN	689 BYRD THURMAN	A	2014
79	WOLF RUN	1104 KILRUSH DR	WWS	2016
80	WOODBINE	525 WOODBINE DR	C	1980

* New station currently under construction

	MANHOLE CARBON INSERTS			
	ADDRESS	**# OF UNITS**	**MANHOLE ID #**	**VENDOR**
1	Bowman Mill Road SEPS	1	SE1_5010	CHEMTREAT
2	Bowman Mill Road	1	SE09_ARV1	Inactive 2023
3	SE New	1	SE1_5009	CHEMTREAT
4	2405 Olde Bridge Lane	2	SE09_ARV2	Inactive 2023
5	2424 CreekView	1	SE1_684	CHEMTREAT
6	2424 CreekView	1	SE1_685	CHEMTREAT
7	4073 Palmetto Dr.	1	SE1_6508	CHEMTREAT
8	3980 Winthrop	2	SE09_ARV14	CHEMTREAT
9	4525 Grey Oak Ln	2	SE09_ARV20	CHEMTREAT
10	898 Fairhaven dr	1	WH1-266	CHEMTREAT
11	795 Jairus Drive	1	WH1_269	CHEMTREAT
12	3292 Eagle View Ln	1	EH4_1017	CHEMTREAT
13	161 North Eagle Creek Dr	1	EH4_55	CHEMTREAT
14	4011 Todds rd	1	EH6-482	CHEMTREAT
15	3881 Barnard dr	1	EH6-469	CHEMTREAT
16	716 Wilderness trace	1	WH7-878	CHEMTREAT
17	1669 Old Paris Pike	1	NE09_ARV9	CHEMTREAT
18	201 Price rd (tracks)	2	LCR_ARV8	Inactive 2020
19	401 Lafayette Pkwy	1	WR4_254	CHEMTREAT
20	601 West Third Street	2	NE09_ARV17	Inactive 2020
21	207 Legends Lane	1	NE09_ARV11	Inactive 2020

Updated 6/5/23DT

2024-2029
ODOR CONTROL MASTER PLANNING
EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
Technician	Bob Jones	Tech III	$100	EXAMPLE
Project Manager				
Senior Engineer				
Engineer				
Sr. Environmental Scientist				
Environmental Scientist				
Technican				

2024-2029
ODOR CONTROL MASTER PLANNING
EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
GIS Technician				
Survey Crew				
Subcontractors				
Clerical				
Other				

The purpose of Exhibit 8 is to establish hourly rates to be used to complete Exhibit B and to complete other work issued via Task Order.

LFUCG TASK ORDER NO. _____
2024-2029 ODOR CONTROL MASTER PLANNING
LFUCG RFP #_____ / RESOLUTION NUMBER _____

	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
Telephone		859-425-2400
Fax		859-254-7787
E-Mail		chmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

_____
Consultant's Authorized Signature

_____
Date Signed

AUTHORIZED BY:

_____
Owner's Authorized Signature

_____
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

LFUCG TASK ORDER NO. _____
2024-2029 ODOR CONTROL MASTER PLANNING
LFUCG RFP # _____ / RESOLUTION NUMBER _____

FEE SCHEDULE

	TASK	ESTIMATED FEE	APPROVED BY	DATE
1				
2				
3				
4				
	TOTAL			

RFP-51-2023
Webster Environmental Associates Inc.
Supplier Response

Event Information

Number: RFP-51-2023
Title: Odor Control Master Planning
Type: Request for Qualifications
Issue Date: 12/8/2023
Deadline: 1/11/2024 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
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Webster Environmental Associates Inc. Information

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ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jim Ross
Signature

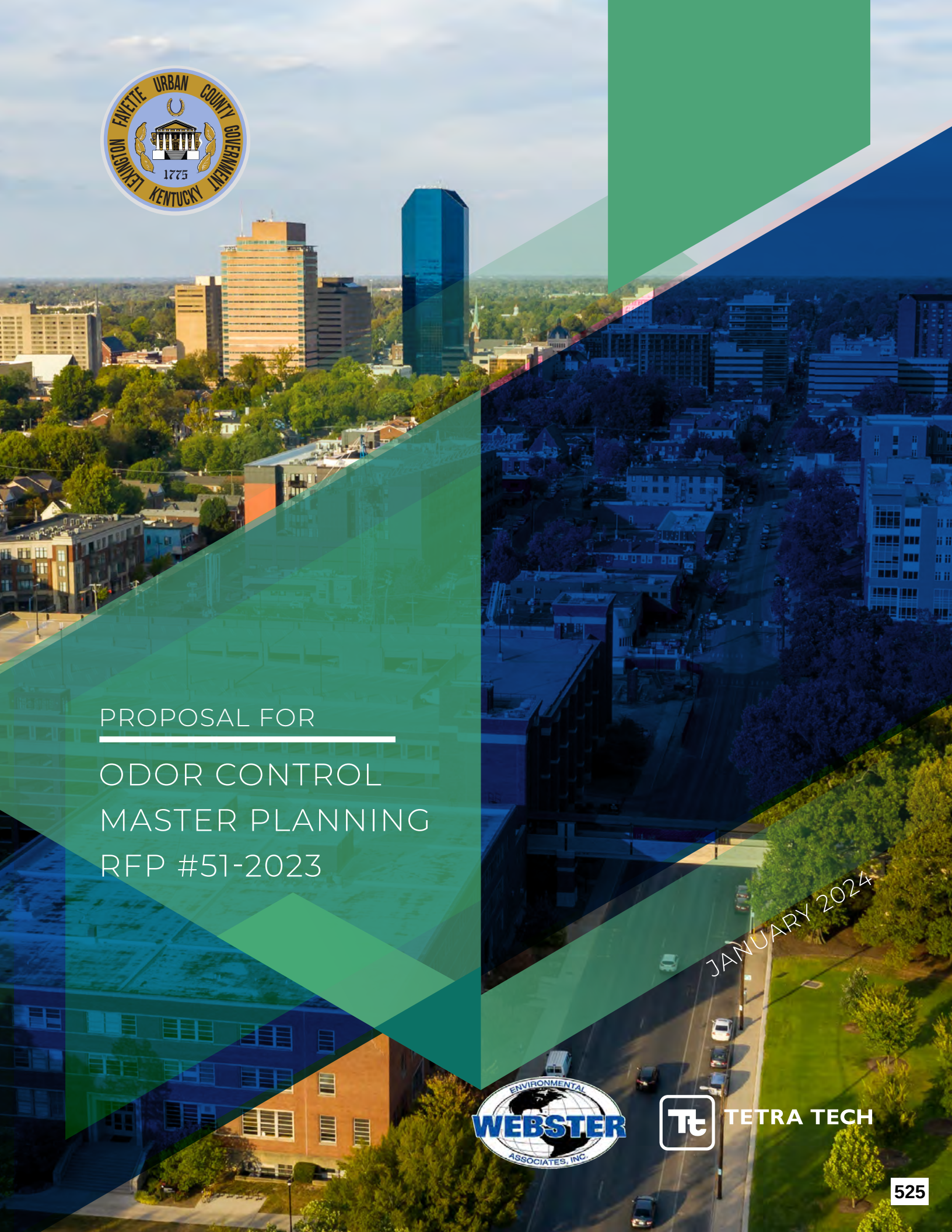
jim.ross@odor.net
Email

Submitted at 1/10/2024 10:44:46 AM (ET)

Response Attachments

LFUCG_OdorControlMasterPlanning_RFP51-2023_WEA-Proposal.pdf

Proposal from Webster Environmental Associates, Inc. in response to RFP-51-2023 Odor Control Master Planning.



PROPOSAL FOR

ODOR CONTROL MASTER PLANNING RFP #51-2023

JANUARY 2024

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

525

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January 11, 2024

Lexington-Fayette Urban County Government
Brian Marcum - Central Purchasing
200 East Main Street
Lexington, KY 40507
859.258.3320
brianm@lexingtonky.gov

RE: Request for Proposal #51-2023 Odor Control Master Planning

To Whom it May Concern:

Webster Environmental Associates, Inc. (WEA) is pleased to submit the enclosed Proposal for the above referenced project. WEA is an engineering consulting firm that is devoted exclusively to odor control. Our current staff has completed over 800 successful odor control projects over the past 40 years and have over 100 years of combined experience. WEA's office is located next door in Louisville, KY, which will allow us to provide hands-on support throughout the project. Outside of WEA, there are only a handful of odor control experts in the country and no other reside in our state. We have the knowledge, experience, and expertise to solve your unique odor control problems.

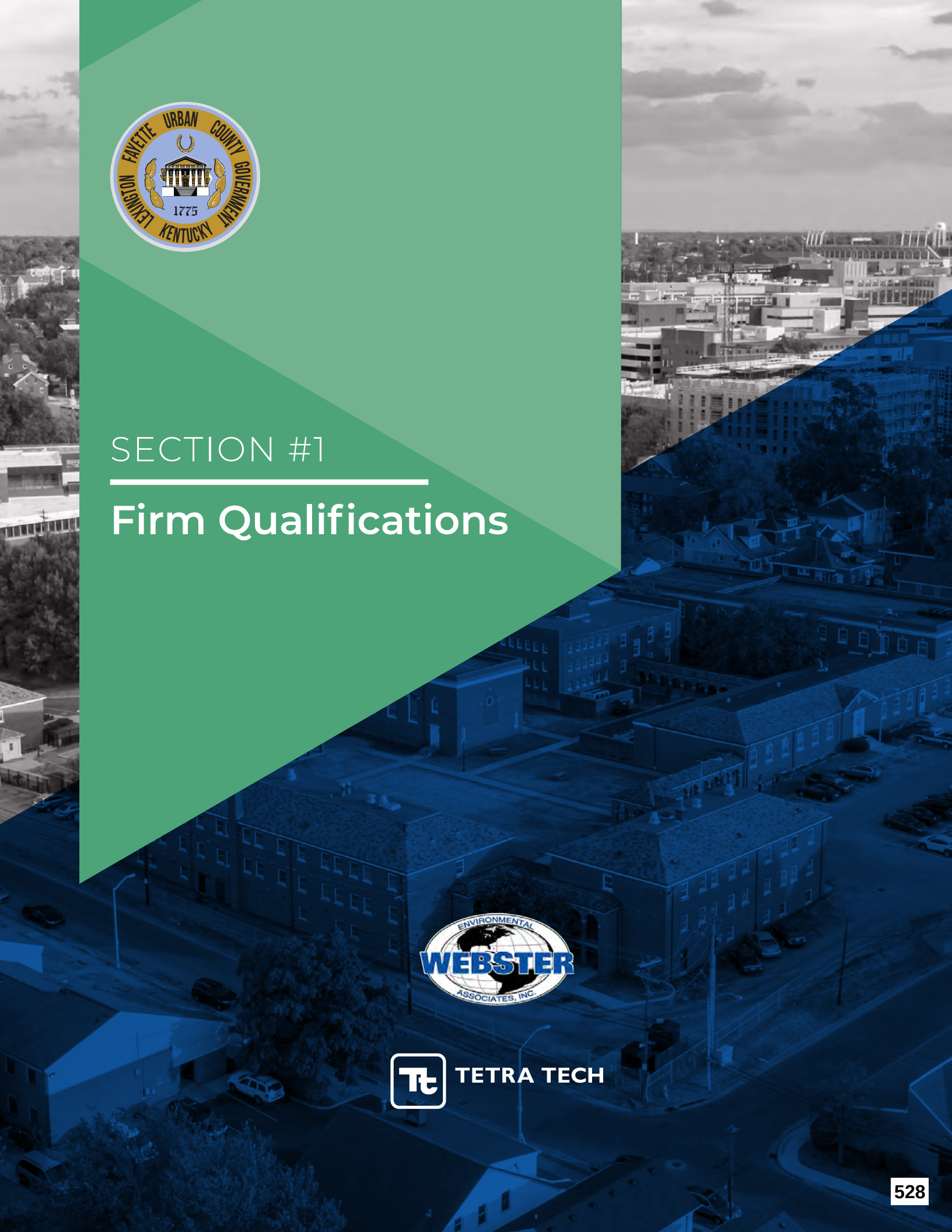
We have teamed with Tetra Tech for this project, a leading water and wastewater treatment system design firm who has worked with Lexington on numerous projects over the past 40 years. Our Team combines WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of combined electrical engineering experience.

I will serve as the Project Manager and principal contact person on this project. I personally have experience with every existing odor control system at both plants and am ready to hit the ground running. I will be involved in every facet of the project. WEA is a hands-on consulting firm, we have our own equipment, conduct all our own field testing, and work on every project as a team. Herb Lemaster of Tetra Tech will serve as the project Design Manager. Herb has 30 years of engineering consulting experience with Lexington.

Thank you for giving us the opportunity to submit this proposal and we look forward to working with you. Please don't hesitate to contact me with any questions you may have.

Sincerely,

Jim Ross, PE
President
Webster Environmental Associates, Inc.
jim.ross@odor.net
502.422.9070 (mobile)



SECTION #1

Firm Qualifications

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

FIRM QUALIFICATIONS

EXECUTIVE SUMMARY

WEBSTER ENVIRONMENTAL ASSOCIATES (WEA) and **TETRA TECH** have been working on odor control projects together for 15 years. Our experience includes over 800 completed odor control projects and a staff with over 100 years of municipal odor control experience. Our team joins WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of electrical engineering experience.

Our team is local to Kentucky and has intimate knowledge of Lexington's facilities. WEA's office is in Louisville and has hands on experience with every odor control system at both plants. There are only a handful of odor control experts in the country and no other resides in our state. Tetra Tech's office is in Lexington and is a trusted consultant to LFUCG, having worked for the LFUCG for over 30 years. Magna Engineers is also located in Lexington and offers a strong track record in electrical design.

WEA has been conducting air sampling and testing, data analysis, and odor control system designs for municipal clients since 1981. Odor control engineering is all we do, every day. We have become world leaders in odor control engineering by providing personalized service, a unique understanding of the issues and creative solutions. We collect the required data and then develop innovative solutions that resolve the odor issues at the lowest possible capital and operating cost. We pride ourselves on staying current with the latest odor control technological advances and take great care to remain unbiased and completely independent when it comes to odor control equipment vendors and manufacturers. This allows us to select, size and recommend the system that best fits every situation.

As a recent example, WEA successfully designed Louisville MSD's first oxygen injection system to mitigate H2S and corrosion in the Ohio River Force Main (ORFM). This system has been in service for over two years now and has provided excellent performance. Additionally, WEA designed an air treatment system for an ARV on the ORFM that is located at the Botanical Gardens parking lot. This system is also providing excellent performance. WEA would encourage LFUCG to visit these installations and speak to MSD staff about their performance.

WEA is a hands-on consulting firm. We have our own equipment and conduct all our own field testing. The experience we gain by being in the field is critical to the success of our projects. WEA has completed hundreds of odor control studies and designs for wastewater treatment facilities and collection systems across the country. We know what works and we also know what doesn't; our experience has taught us a thing or two over the years.

Our team will be utilizing air dispersion modeling for this project. We will be using AERMOD, which is the EPA preferred model for near field sources. We have two fully trained modelers on staff who have completed hundreds of models. Modeling will be used to predict the off-site odor impacts from each odor source and to evaluate odor mitigation alternatives. This allows us to identify the most efficient and cost-effective odor control solutions without spending more than is necessary. Modeling can also be used as an effective tool to convey odor control plans and efforts to the public.

Jim Ross, PE will serve as the Project Manager for this project. Jim has served as Project Manager for numerous odor control projects and is well known as an expert in his field, having spoken at local and national conferences. Jim is located in Louisville and will be intimately involved in this project. Bruce Koetter will also be involved in this project, bringing his 33 years of odor control experience as well as his familiarity with both plants.

PROJECT BACKGROUND

LFUCG has experienced an increasing number of sanitary sewer odor complaints over the past several years. Complaints have occurred throughout the year but have escalated dramatically between August and November. The source of the odors are typically associated with the two treatment plants but are also likely associated with the collection system where long detention times are forming liquid sulfides, leading to the release of H2S and odors.

LFUCG is not alone in this experience. WEA has been working with clients across the country who have also seen a significant increase in odor complaints. Locally, Louisville MSD is currently also experiencing tremendous pressure related to odor complaints. Being a good neighbor requires more effort than it has in the past due to a less tolerant public toward odors. Public pressure can be overwhelming, and it is important to be able to develop and communicate a plan to the public that provides quick action and a long-term plan.

OVERALL APPROACH

The team will assist LFUCG to develop and implement a proactive odor control program which effectively prioritizes odor sources and develops short-term and long-term solutions to mitigate those sources. Our overall approach ensures that the following LFUCGs goals and objectives are met:

Objective #1- "Air quality treatment control processes we are currently using are working effectively."

WEA has conducted hundreds of odor control system evaluations and has been asked to teach on this topic at the national WEFTEC conference (Ross, Jim P., "How to Conduct a Comprehensive Checkup on Your Odor Control System", WEFTEC Odor Control Workshop, New Orleans, LA, September 2016). We have all the equipment and expertise needed to effectively evaluate each system. WEA has hands-on experience with every odor control system at both plants.

Depending on the odor control technology, the evaluation of an odor control system can be quite detailed. However, in general, odor control systems are required to do two things- capture foul air and treat foul air. Therefore, effective odor control systems must do both (maintain a negative pressure at the odor source and provide excellent odor removal).

The effective capture of foul air is typically dependent on airflow which is determined during the original design. Therefore, if the original design parameters are correct, then the field-tested airflows can be simply compared to the original design to ensure that they match. However, WEA also recommends field testing to verify that the original design airflows are sufficient for maintaining a negative pressure at the source. Historically, this has been done using smoke testing but WEA prefers to now use differential pressure monitors which are widely available. The benefit of differential pressure monitors is that they measure and record pressure over a period of time which capture pressure data under differing conditions such as flow variations, hatches being opened/closed, or doors being opened/closed.

Testing the effective treatment of foul air is focused on the odor control equipment and generally includes measuring airflow, pressure across the fan, pressure across the media, H2S removal, and odor removal. This work has already begun under the emergency PO which helped to identify the early action items included in this RFP.

The existing odor control systems at the Town Branch and West Hickman WWTP's are currently comprised of two technologies- carbon adsorption and chemical scrubbing. These technologies have been around a long time and can be effective in the right application. However, the drawback to these is that carbon is quickly exhausted when H2S is moderate to high and chemical scrubbing requires the handling and storage of hazardous chemicals.

Odor Control System Testing Town Branch WWTP

Objective #2- "Program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities."

A proactive odor control plan is essential for staying ahead of the complaints. Our team will assist LFUCG with the development of this plan which would include the collection system and treatment plants.

On the collection system side, WEA can provide site-specific analysis and recommendations to ensure that odors are effectively treated. WEA is currently assisting Louisville MSD and the city of Jeffersonville, IN to evaluate their chemical feed programs. Both of these programs use calcium nitrate like LFUCG (Louisville uses Evoqua and Jeffersonville uses Aulick). Sharon Worley, PE heads this up who was a senior Engineer at Louisville MSD for nearly 30 years. This work includes:

- Development of an SOP
- Establishment of H2S limits at control points
- Evaluation of chemical dosages
- Evaluation of chemical effectiveness
- Review and input regarding vendor reports
- Prioritization of chemical feed locations
- Lab testing of chemical to verify composition

WEA also assisted Jeffersonville in developing an RFP to rebid their chemical feed program to tailor it to their needs. This work is helping these communities to catch small issues before they become big issues.

Assessing vulnerabilities in the collection system should also include the evaluation of equipment lifespan, encroachment due to development, and new facilities such as pump stations with their associated ARVs and discharge points. Low pressure sewer systems are also becoming more common in new developments and have their own set of potential odor concerns.

On the treatment plant side, odor control systems are notoriously forgotten about. Unfortunately, WEA often finds systems that are no longer operating as intended and end up requiring major repairs or replacement to get them up and running again. Therefore, a robust O&M program for the existing equipment is critical. Detailed maintenance records should be kept for each system, which helps to identify issues before the odor complaints start. Simple things like a broken fan belt, a frozen pipe, a non-greased bearing, etc…can lead to a major repair and significant downtime. In addition to the O&M plan, the following should also be considered:

- Annual third-party odor control system checkup (WEA provides these services)
- Capital asset plan for replacement of systems nearing the end of their useful life
- Consideration of process changes at the plant
- Consideration of odor control in the design of new facilities
- Odor risk assessment of potential new developments

Objective #3- "Performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained."

There are many parameters that can be monitored on odor control systems, but the most critical would be to verify that the system is removing H2S and moving air.

WEA has experience designing multiple types of H2S monitoring systems. There are several manufacturers that offer systems, including Acrulog, Odalog, MSA, and Aztek. These instruments can be permanently installed and connected back to SCADA for continuous monitoring. They all require regular calibration and servicing and each system has its own pros and cons. Variables to consider include H2S range, required accuracy, system pressure, distance from equipment, and electrical hazard classifications. The picture to the right is of an Acrulog H2S monitoring system that WEA designed for a two-stage odor control system in 2023.

Verification of airflow can be accomplished using a pressure switch, fan rotation sensor, or VFD monitoring.

Objective #4- "The program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved."

Public engagement and participation are critical factors to the success of this project. It is assumed that LFUCG will be the forward-facing entity in this process. Our team will work with LFUCG staff to develop an Odor Control Communications Plan.

Additionally, our team will provide the following as requested in this RFP:

- Four (4) recorded project update presentations suitable for posting on YouTube
- Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

Our team has experience presenting odor control plans in similar venues and understands the associated challenges. Information from the modeling is especially helpful in communicating to the public.

SITE-SPECIFIC APPROACH

Site Specific Risk #1- Town Branch WWTP

The odor control systems at the Town Branch WWTP are all carbon adsorption systems. A summary of each of the systems along with the performance results of recent H2S monitoring is included in the table below.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
Town Branch WWTP	ppm	%		years
Headworks OC Inlet	6.5	47.7	Carbon	25
Headworks OC Outlet	3.4			
S Primaries OC Inlet	20	94.0	Carbon (Regenerated)	2
S Primaries OC Outlet	1.2			
N Primaries OC Inlet	14	53.6	Carbon	2
N Primaries OC Outlet	6.5			
Scum Facil. OC Inlet	1.2	99.8	Carbon	0.5
Scum Facil. OC Outlet	0.002			
Thickeners OC Inlet	0.55	98.0	Carbon	4
Thickeners OC Outlet	0.011			
Primary Effluent PS	0.18	No Odor Control	No Odor Control	No Odor Control
Solids Building Exhaust	76 (fan off)	No Odor Control	No Odor Control	No Odor Control

In general, WEA typically does not recommend carbon adsorption when average inlet H2S concentrations are >5 ppm due to the need for frequent media replacement and/or regeneration. Higher concentrations tend to make biological technologies more cost effective. In this case, the North and South Primary systems are treating H2S concentrations much higher than 5 ppm and are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach to these two systems is to replace them with bioscrubbers. We have extensive experience designing biological systems so you can rest assured that we will do it right. Our team will also evaluate the feasibility of relocating the existing carbon systems to the West Hickman WWTP to replace the existing systems at the Thickeners which are similar in airflow and vessel size (additionally, the H2S monitoring recently conducted revealed concentrations much lower than the initial site visit, indicating that carbon may be a good fit for the WH Thickeners). If that is not feasible, then they may be able to be used as a second stage polisher to the bioscrubbers.

Our team will provide the following, specific actions related to this site as outlined in the RFP:

1. The installation of equipment monitoring that records inlet and exhaust H2S readings for all current and future odor control equipment.

Please see a detailed description of this task in our overall approach section.

2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. WEA did the modeling for the Town Branch WWTP back in 2007, prior to the development of the land to the north of the plant. The results of that model indicate that the highest concentration of odor tended to migrate north. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.

AERMOD MODELING - 2007

3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA's experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

4. Complete an odor risk assessment for the solids processing building.

The Solids Processing Building does not currently have odor control. Additionally, the exhaust fan is off for the winter. Testing revealed high concentrations (76 ppm) of H2S in the centrifuge room which will escape from the building. This facility will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor.

5. Complete an odor risk assessment for the primary effluent pump station discharge channel.

The recent testing did not reveal this to be a significant source of odor. However, we are in cool weather, and it is assumed that this location could become much more odorous during warm weather. Testing should be conducted in the summer months to verify.

6. Other investigations and analysis as directed.

Our team will conduct other investigations and analysis as directed.

Site Specific Risk #2- West Hickman WWTP

The odor control systems at the Town Branch WWTP are comprised of two carbon adsorption systems and two chemical scrubbers. A summary of each of the systems, along with the performance results of recent H2S monitoring, is included in the table below. The Gravity Thickener and Aerated Sludge Holding (ASH) tanks systems are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach for the ASH Tank is to replace the chemical scrubber with a bioscrubber (located outside, likely to the east of the chemical scrubber building). As discussed previously, we have extensive experience designing biological systems so you can rest assured that we will do it right. The H2S monitoring data for the Thickener Tanks revealed very low H2S (much lower than the original site visit). Therefore, our current approach is to evaluate the feasibility of relocating the existing carbon systems from the Town Branch WWTP Primaries to the West Hickman WWTP Thickeners (they are close to the same airflow and size). If that is not feasible, then we would propose to replace them with new carbon systems.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
West Hickman WWTP	**ppm**	**%**		**years**
Headworks OC Inlet 1	0.7	28.6	Carbon	3
Headworks OC Outlet 1	0.5			
Headworks OC Inlet 2	0.46	41.3	Carbon	3
Headworks OC Outlet 2	0.27			
Thickeners OC Inlet	0.019	100	Carbon	>25
Thickeners OC Outlet	0			
ASH Tank Inlet	42	23.8	Wet Scrubber	9
ASH Tank Exhaust	32			
Solids Building Exhaust	2.2	Not Measured	Wet Scrubber (shutdown for winter)	9
Recycle PS Outlet	50	No Odor Control	No Odor Control	No Odor Control

Our team will provide the following, specific actions related to this site as outlined in the RFP:

1. The installation of equipment monitoring that records inlet and exhaust H2S readings for all current and future odor control equipment.

Please see detailed description of this task in the overall approach section. As a point of clarification, our Team will provide the design of the system, but the installation will be by others.

2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.

3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA's experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

4. Complete an odor risk assessment for the recycle pump station.

The recycle pump station does not currently have odor control. Testing revealed high concentrations of H2S in the wet well (50 ppm) which likely exhausts through the vent. This location will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor. This location will likely require a small biological system to treat this level of H2S.

5. Other investigations and analysis as directed.

Our team will conduct other investigations and analysis as directed.

Site Specific Risk #3- Town Branch WWTP Service Area Hot Spots

According to the RFP, the following three specific areas are identified as odor complaint hot spots which require specific attention:

Townley Neighborhood

This area is located to the northeast of the plant. Unfortunately, looking back at the 2007 modeling, this area is in the direct path of the highest concentration of odors emanating from the plant. Mitigating odor sources at the plant will likely reduce odors in this area.

Meadowthorpe Neighborhood

This neighborhood is also to the northeast of the plant, but further away than the Townley neighborhood. Although farther away, previous modeling does predict odors in this area. In addition to the plant improvements, our team will coordinate smoke testing for this area to identify the potential existence of improper sewer connections. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our Team will coordinate the testing and evaluate the results.

Lisle Industrial/Forbes Road Industrial Area

The RFP requires the consultant to coordinate assessments of all occupied parcels currently not connected to the public sewer system to obtain a better understanding of how these buildings function and to validate their potential contribution to odor complaints.

Our team will coordinate these assessments to investigate the potential odor contribution of these facilities. Similar to the smoke testing described above, it is assumed that LFUCG will contract directly with a contractor to conduct any smoke testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. LFUCG will accompany our team during any work on private property.

Site Specific Risk #4- Cumberland Hill and Woodfield Neighborhood Collection System

The following three specific areas are identified as odor complaint hot spots which require specific attention:

Woodfield Neighborhood

The Woodfield neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely from the southwest, with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results.

Cumberland Hill Neighborhood

Similar to the Woodfield neighborhood, the Cumberland Hill neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely similar with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. Our team will also evaluate the feasibility of installing P-traps on the eight-inch collector sewers serving the neighborhood.

Site Specific Risk #5- West Hickman 1 Trunk Sewer System

The RFP states that the West Hickman 1 Trunk Sewer is potentially the greatest source of odors aside from the plant itself. The trunk receives flow from two Class A pump stations and a large gravity service area. There is concern that this sewer trunk is releasing odors at various locations, leading to complaints.

Our team will evaluate this theory by conducting an odor study for this portion of the system. We have extensive experience conducting collection system studies. We would recommend the following approach for this section of the sewer trunk:

- Review of existing maps and associated flows
- Review of chemical feed at pump stations (if applicable)
- Liquid sulfide testing at select locations
- H2S monitoring at select locations
- Pressure monitoring at select locations

The data obtained from the above testing will allow us to determine if the sewer is becoming pressurized and where the odors are escaping coming from. If the trunk sewer is being pressurized, then our Team can evaluate options for treatment which would include:

- Extracting foul air from the trunk and conveying it to an odor control treatment system. This test would include installing a temporary fan at a select location and pulling air while monitoring the pressure in the trunk.
- Evaluating chemical feed alternatives at the associated pump stations.

Site Specific Risk #6- Various Class A Sanitary Pump Stations

The RFP states that the following pump stations have the most history as odor sources/or odor generators.

Pump Station	Address	Station Odors	ARV/ Discharge Odors
East Hickman	3316 Buckhorn Drive	!	!
Lower Town Branch	3231 Leestown Road	!	!
South Elkhorn	2500 Bowman Mill Road	!	!

WEA has conducted numerous odor control evaluations and designs for pump stations and associated ARVs and discharge points. Typically, odor control for station odors is done through air treatment and odor control for ARVs and discharge odors is done through chemical feed systems. However, WEA has also designed a successful air treatment system for a sensitive ARV located at the Botanical Gardens in Louisville, so that can also be an option.

Our team will start by conducting liquid phase and vapor phase testing at the wet well, force main discharge, and ARVs. The testing will provide the data we need (such as H2S, sulfide concentration,

temperature, and pH) to evaluate chemical feed alternatives, dosages, and costs. Depending on the results of the testing, chemical feed alternatives may include oxygen injection, calcium nitrate, magnesium hydroxide, and iron salts. WEA recently designed an oxygen injection system for Louisville MSD which treats flow in the Ohio River Force Main. This system was found to be more cost effective than other alternatives and has been working successfully for over two years now. LFUCG may wish to visit this installation and speak to MSD staff regarding this option.

In addition to the testing described above, odor testing and modeling can be conducted for each station to provide data for the evaluation of air treatment systems. Depending on the data, the following alternatives may be considered:

- Biofiltration
- Bioscrubbing
- Carbon adsoption
- Chemical scrubbing
- Dispersion options (such as stack height or high velocity fans)

Site Specific Risk #7- Key Sanitary Manhole Carbon Inserts Locations

The RFP states that Lexington is currently utilizing CHEMTREAT as an odor control method at key manholes and ARVs.

Our team will conduct the following activities:

- Pressure monitoring in the sewer
- H2S monitoring in the sewer
- H2S testing above the insert to determine its performance
- Evaluate other locations that may benefit from this technology
- Evaluate alternative technologies

Our team is familiar with carbon inserts but does not specifically have experience with CHEMTREAT. In general, we have found that carbon does not perform well in wet environments, but testing will provide a better picture of performance.

Other Risk Factors Requiring Evaluation

The RFP states that Lexington staff engaged numerous citizens who presented questions that remain unanswered because they require more detailed evaluation. In general, the questions relate to:

- Can water be added to the sewer system during dry weather flows?
- Can something be done to mitigate the increase of odors during the fall?
- Can something be done to mitigate the ARV odors due to the frequent cycling of pumps?
- Is the current chemical feed system program effective and what can be done to make it better?

Our team will evaluate each of these questions and provide answers which can be implemented and/or relayed to the public.

SECTION #2

Project Team

PROJECT TEAM

The team assembled for this project brings a wealth of design experience covering all disciplines of this project. Our team will partner closely with LFUCG to understand your needs, recognize the challenges of your project, and pull from our deep bench of resources to deliver the project successfully. We have demonstrated success on previous projects, and bring all of our resources and innovation to LFUCG to deliver your projects in a timely and cost-effective manner.

Organizational Chart

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PROJECT MANAGER

Jim Ross, PE

QA/QC TEAM

Pete Daukss, PE - Odor Control
Bruce Koetter, PE - Odor Control
Brent Bode, PE - Design

FAST TRACK CAPITAL PROJECTS

Herb Lemaster, PE - Design Manager
Jim Ross, PE - Process Design
Brent Bode, PE - Process Design Support
Jason Burkett, PE - Structural
Michael Sutherland, PE - Mechanical/HVAC
Ryan Rathfon, PE - Construction Management

ODOR CONTROL SAMPLING, EVALUATION, & ALTERNATIVES

Jim Ross, PE
Lee Blakeman, PE
Sharon Worley, PE

SUBCONSULTANTS

Magna Engineers (WBE) - Electrical Engineering

Salt River Engineering (VBA) - Cost Estimating

Key Staff Availbility

Team Member	Firm	% Of Time Available	Location
Jim Ross, PE	Webster Environmental	50%	Louisville, KY
Bruce Koetter, PE	Webster Environmental	30%	Louisville, KY
Lee Blakeman, PE	Webster Environmental	40%	Louisville, KY
Sharon Worley, PE	Webster Environmental	50%	Louisville, KY
Herbert Lemaster, PE	Tetra Tech	30%	Lexington, KY
Jason Burkett, PE	Tetra Tech	20%	Louisville, KY
Brent Bode, PE	Tetra Tech	20%	East Lansing, MI
Pete Daukss, PE	Tetra Tech	10%	East Lansing, MI
Michael Sutherland, PE	Tetra Tech	30%	Orlando, FL
Ryan Rathfon, PE	Tetra Tech	40%	Lexington, KY

TEAM QUALIFICATIONS OVERVIEW

WEA has carefully selected the team to complete this project for LFUCG. The team selection was based around completing the objectives of world class odor and corrosion control, local service, and beating LFUCG's schedule and budget expectations. The description of our credentials to accomplish this is described in the following sections.

World-class, Award-winning Odor and Corrosion Control Experts

WEA's singular focus as a company is to evaluate, conceive, design, and construct municipal odor and corrosion control projects. In their 40-years of operation, WEA has completed hundreds of odor and corrosion control projects. This emphasis has unequivocally made them the world's expert on odor and corrosion control. LFUCG can be assured that all of the challenges that will be encountered on the LFUCG project have been seen and solved by WEA on past projects.

WEA and Tetra Tech elected to continue our long relationship to complete this project. Tetra Tech and WEA have worked together numerous times to deliver projects that exceed our clients' expectations.

Tetra Tech is one of the largest engineering consultants and has built the business around studying, designing, and conducting solutions in the Water industry. *Engineering News-Record* has recognized this expertise and has ranked Tetra Tech **Number One in Water** for 20 consecutive years.

Tetra Tech has also completed some of the region's and country's most complex odor control projects. The team of WEA and Tetra Tech provides additional resources and problem-solving capacity than either team alone.

Our long association means that we seamlessly work together to deliver complete and successful projects.

Jim Ross, PE

Process Design / Odor Control

Mr. Ross is the current President of Webster Environmental Associates, Inc. (WEA). Mr. Ross transitioned from CH2M HILL to WEA in 2012 and has managed numerous collection system and treatment plant odor control projects locally and throughout the country. These have included odor studies, odor dispersion modeling, and odor control system design. Mr. Ross is a well known expert in his field and has spoken multiple times at local and national conferences. Mr. Ross is a licensed professional engineer in Florida, Michigan, Kentucky, Indiana, Washington, South Carolina, and Colorado.

PROJECT RELEVANCE

Multiple Collection System Odor Control Studies and Designs, Tohopekaliga Water Authority, Kissimmee, FL. Project Manager. Project manager for multiple odor studies and odor control system designs throughout the collection system for the Tohopekaliga Water Authority (TWA). Odor studies included extensive field testing and laboratory analysis, and odor control alternatives evaluations to determine the most cost-effective option for controlling odors in the problem areas. WEA was also selected to design each of the systems to effectively mitigate the offsite odors. WEA has successfully served as TWA's odor control consultant for over 10 years.

Sandhill Water Reclamation Facility Odor Control Study and Design, Kissimmee, FL. Project Manager. Project manager for a plant wide odor study and odor control design. The study was performed to rank all odor sources at the facility and to evaluate the performance of the existing headworks odor control system. The study included testing for hydrogen sulfide, reduced sulfur compound analysis, odor panel analysis, and odor dispersion modeling. WEA was selected to design two new odor control systems for the plant which were constructed in 2019.

10th Street Pump Station Odor Control Study and Design, City of Jeffersonville, Jeffersonville, IN. Project Manager. Odor Control System Design: Design of an 11,275 cfm biofilter for a 50 MGD pump station located adjacent to the main entrance to the city. The system captures and treats foul air from the screening facility, grit tanks, and wet wells. Conducted services during construction and odor control system performance testing.

Borough of Conshohocken WWTP Odor Control Study and Design, Borough of Conshohocken, Conshohocken, PA. Project Manager. Project manager for a plantwide odor study at the Borough of Conshohocken Wastewater Treatment Plant (WWTP) which is owned and operated by Borough of Conshohocken. Based on the study, WEA was selected to design a plantwide odor control system which also included aluminum tank covers and extensive ductwork. The new system captures and treats foul air from the headworks, grit tank, aeration tanks, and solids handling facility.

Education

BA, Biology, Florida Atlantic University, 1995

MS, Environmental Engineering, University of South Florida, 2008

Registrations/ Certificates

Professional Engineer: KY, SC, IN, WA, CO, FL, MI

Office Location

Louisville, KY

Years of Experience

15

Bruce Koetter, PE

Odor Control QA/QC

Mr. Koetter has been designing air treatment systems for wastewater collection and treatment facilities since 1993. He has performed over 200 odor evaluations and designed all types of odor control systems ranging in size from less than 1,000 cfm to over 150,000 cfm. His experience also includes the management of construction for numerous industrial and municipal odor control system projects. Mr. Koetter is also author of several technical publications that have been presented at the national WEF Odor and VOC Specialty Conferences over the past several years.

PROJECT RELEVANCE

Philadelphia, PA. Project Manager. Project manager for design of 11,000 cfm odor control system for the gravity thickener facilities and a 27,000 cfm odor control system for the preliminary treatment facilities. The 11,000 cfm system is in operation and the 27,000 cfm system is currently under construction.

Louisville/Jefferson County, Ky. Project Manager. Project manager on numerous odor control projects for Louisville MSD over the past 20 years. Completed several odor evaluations, pilot projects and designs including major odor control designs at their six primary treatment plants and at more than ten (10) pumping stations. On-call services contract with MSD since 1997.

Milwaukee, WI. Project Manager. Project manager for the 300 MGD Jones Island WRF Odor Assessment, Modeling and Capital Improvement plan. WEA conducted two rounds of sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H2S. The results were analyzed and used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated and the recommendations were incorporated into the 50 Year Capital Improvement plan for the facility.

Conway, AR. Project Manager. Project manager for design of odor control improvements at the Tupelo Bayou WWTP in Conway, AR. Improvements include 14,000 cfm bioscrubber and 17,700 cfm carbon adsorber. The project is complete, and all systems are operational. The design project was preceded by an Odor Control Evaluation that identified and prioritized odor sources at the site.

Education

BS, Construction Engineering, Purdue University, 1985

Registrations/ Certificates

Professional Engineer: KY, KS, OH, PA, CA, AR, NJ, IA

Office Location

Louisville, KY

Years of Experience

33

Sharon Worley, PE

Collection System Odor Control

Ms. Worley joined WEA in 2022 as Senior Engineer after retiring from a 29-year career with Louisville Metropolitan Sewer District (MSD). She has significant experience with odor control and particularly with sewer collection systems, municipal wastewater treatment plants (WWTPs) and pump stations. She provides engineering services for odor control studies and designs plus municipal collections odor control management.

PROJECT RELEVANCE

While working for WEA:

- Developed Standard Operating Procedures for odor control in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a system for prioritization of chemical feed in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a Quarterly Summary of Odor Control progress for Management reporting for Louisville MSD.
- Developed RFP for Calcium Nitrate Solution Supply for Jeffersonville, IN.

While Working for Louisville MSD:

- Managed most of MSD's Odor Control design/construction projects at MSD's five WWTPs and multiple pump stations for over 10 years. Odor Control projects included studies and design/construction projects (Biotrickling Scrubbers, Carbon Scrubbers, Biofilters, etc.) as well as air dispersion modeling & compliance reporting.
- Helped to develop MSD's first Odor Control Master Plan. Work included multiple meetings with Operations and with Management to incorporate their concerns and to communicate testing results and recommendations.
- Helped to develop MSD's first Federally Enforced District Origin Operating Permit (FEDOOP) application for Kentucky's largest WWTP. Work included extensive testing, ToxChem modeling, and multiple review meetings with Louisville Metro Air Pollution Control District.
- Managed consultants for the study of alternatives for MSD's Ohio River Force Main (ORFM) Odor and Corrosion problem. Recommended and managed the design of MSD's first Oxygen Injection System for the ORFM.
- Prepared the RFP/specifications, evaluated submittals, then managed MSD's first Full-Service Odor Control (FSOC) Contract for their sewer collection system.
- Managed community outreach regarding odor concerns at MSD's West County WWTP. Work included engaging and training community stakeholders to provide neighborhood odor information.

Education

MS, Civil Environmental Engineering, University of Illinois, 1985

Registrations/ Certificates

Professional Engineer: KY

Office Location

Louisville, KY

Years of Experience

38

Lee Blakeman, PE

Odor Control Sampling, Evaluation, & Alternatives

Mr. Blakeman transitioned from CH2M HILL to Webster Environmental Associates, Inc. (WEA) in 2016. His responsibilities include air treatment system design, air sampling and monitoring, as well as wastewater treatment plant and collection system odor evaluations. His experience includes completing odor studies at wastewater treatment plants, industrial facilities and within collection systems. He has also designed numerous odor control systems and managed odor control projects from the study phase all the way through the construction phase and startup. Prior to joining WEA his experience included design services and services during construction for municipal wastewater pump stations and treatment facilities. His experience also includes hydraulic modeling, equipment selection, hydraulic calculations, facility plans, construction management, and onsite inspection on large wastewater treatment plant expansions. Lee is a licensed professional engineer in Kentucky, Montana and Idaho.

PROJECT RELEVANCE

Bozeman, MT. Conducted an odor evaluation and performance evaluation at the FCWSD treatment plant and made recommendation for improvements. Worked directly with FCWSD to develop a design for the recommended odor control improvements for mitigating offsite odors. Construction began on improvements Spring 2023.

Meridian, ID. Performed an odor control study at the City of Meridian WRRF in 2020 to identify odor sources and quantify odor emissions from each source. Performed odor dispersion modeling to determine the odor impact that the WRRF and each odor source has on the surrounding community. Evaluated odor control alternatives and made recommendations for odor mitigation to the City, including size of recommended systems and budget level construction cost estimate.

Conway, AR. Project Designer. Designer on this project at the Tupelo Bayou Wastewater Treatment Plant. Designed odor control systems for the primary clarifiers, digesters, gravity belt thickener building and aeration basin influent channels. Odor control system designed included a 14,000 cfm bioscrubber for the primary clarifiers & influent channel and a 17,700 cfm carbon adsorber for the digesters and gravity belt thickener building. The $3.2 million construction of this project was completed in January 2019. No odor complaints have been received since project completion.

Education

BS, Civil & Environmental Engineering, University of Louisville, 2011

MS, Civil & Environmental Engineering, University of Louisville, 2012

Registrations/ Certificates

Professional Engineer: KY, MT, ID

Office Location

Louisville, KY

Years of Experience

12

Herbert Lemaster, PE

Capital Projects Design Manager

Mr. Lemaster serves on as a Senior Project Manager on various civil and environmental projects. He is responsible for Client coordination, planning, preliminary evaluations, analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. Mr. Lemaster has worked on many wastewater, water, solid waste, landfill, and environmental projects. His wastewater-related projects include rehabilitation evaluations of wastewater collection systems, capacity studies, wastewater treatment plant design, design of gravity sewer systems, pump station design, and wet weather storage facility design.

PROJECT RELEVANCE

West Hickman Headworks and Wet Weather Storage Facility – Phase 1, Lexington-Fayette Urban County Government, KY. Project Manager & Senior Engineer. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, odor control facilities, stormwater management facility, a vehicle bridge, and all associated piping and electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

West Hickman Biological Phosphorus Removal (BPR) Improvements, Lexington-Fayette Urban County Government, KY. Project Manager & Senior Engineer. Evaluation of existing process and development/analysis of alternatives for improvements in process effectiveness and efficiencies for a 70 MGD treatment facility then design of selected improvements. The construction project includes rehabilitation of existing BPR basins, installation of 32 submersible mixers, installation of new online nutrient process monitoring systems, installation of 8 associated sampling pumps, installation of 4 sodium aluminate pumps, and all associated piping and electrical.

Central Boone County Conveyance, Sanitation District No. 1, KY. Project Manager. Design and construction of this facility. The design of includes a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications.

Morehead Wastewater Treatment Plant Expansion, Morehead Utility Plant Board, KY. Project Manager. Construction administration on the expansion of an existing treatment plant from 2.5 MGD avg./5.0 MGD peak capacity to 5.0 MGD avg./10.0 MGD peak capacity. This project included construction of two 105-foot-diameter clarifiers and return activated sludge/waste activated sludge (RAS/WAS) pump station, new influent screening facility with mechanical screens, influent and effluent pumps, conversion of the existing primary clarifier to new RAS reaeration basins, conversion of the existing anaerobic digestor system to a two-stage Autothermal Thermophilic Aerobic Digestion system, odor control including biofilter system, new ultraviolet system for disinfection, and construction of a new biosolids handling facility including new belt filter presses.

Education

BS, Civil Engineering, University of Kentucky, 1990

MS, Civil Engineering (Environmental), University of Kentucky, 1992

Registrations/ Certificates

Professional Engineer: KY, OH

Land Surveyor-in-Training: KY

Troxler Nuclear Gauge Certification

Office Location

Lexington, KY

Years of Experience

33

Pete Daukss, PE

Odor Control QA/QC

Mr. Daukss has been involved with biosolids technologies related to municipal wastewater treatment facilities for more than 40 years. During this period, he has participated in the evolution from the most basic disposal strategies to bioenergy production and resource recovery for sustainable management. Prominent biosolids technologies he has evaluated include advanced digestion, composting, pasteurization, thermal processing, and drying. Mr. Daukss' industrial waste treatment projects include biological treatment, physical-chemical treatment, land application, and residuals management technologies. He has extensive experience in all aspects of wastewater treatment technology and biosolids management. His design and construction projects include activated sludge, fine pore aeration systems, biological nutrient removal, disinfection, oxidation ditches, sequencing batch reactors, and biosolids thickening, dewatering, storage, advanced stabilization, digestion, and incineration.

PROJECT RELEVANCE

Odor and Corrosion Control Design, Macomb Interceptor Drain Drainage District, MI. QA/QC. Odor complaints at three sanitary sewer system locations and one for pipe corrosion resulted in a study that identified conceptual odor control solutions. Led complex design for Clinton Pump Station, Fraser Biofilter, odor complaints at 21 Mile and Garfield, and the North Gratiot Pump Station.

Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI. Project Manager. Proposed project will improve primary and secondary clarifiers and the aeration system. Improvements will save approximately $400,000 per year in electricity and operating costs mainly by replacing aeration blowers with a more energy-efficient blower technology and converting aeration system from coarse to fine bubble diffusers. An approximate 70% reduction in power and operating costs for new infrastructure assets compared to existing infrastructure. $31-million-project will be operational in 2023.

WWTP Solids Incinerator Air Emissions Control, City of Warren, MI. Project Engineer. Developed alternatives to design an approach to comply with Clean Water Act regulations in relation to City's multi-hearth sewage sludge incinerator. Commissioned testing to determine pollutant characteristics in incinerator emissions and emissions downstream of scrubber system and determined an improved emissions control device needed to reliably meet 2016 control requirements. After researching scrubber technologies and interviewing manufacturers, the EnviroCare scrubber was chosen to reliably meet federal regulations. Worked with City to commission hazardous material inventory prior to bidding. Design work included specifying demolition of 40-year-old equipment, including specification for abatement of lead and asbestos. Prepared plans and specifications to obtain construction bids for the installation. Performed construction administration with daily observation performed by City staff. Project completed on-time to meet regulations and subsequent stack testing revealed completed scrubber treated emissions and met all regulatory requirements. Completed annual performance testing since 2016, each test successfully proving scrubber meets design and regulatory specifications.

Education

BS, Chemical Engineering, University of Michigan, 1976

MS, Water Resources Engineering, University of Michigan, 1977

MS, Chemical Engineering, University of Toledo, 1980

Registrations/ Certificates

Professional Engineer: MI, FL

Office Location

East Lansing, MI

Years of Experience

45

Brent Bode, PE

Design QA/QC & Process Design Support

Mr. Bode is experienced in the planning, evaluation, design, and construction of water and wastewater treatment facilities and pump stations. He has been involved in the retrofit and new construction of more than 30 water and wastewater treatment facility projects. His expertise lies in the production of and interpretation of contract documents and the use of computerized drafting, hydraulic calculations, specification writing, and developing opinions of probable project cost. He also has experience as onsite project engineer during construction.

Education

BS, Engineering (Concentration in Civil), Calvin College, 2001

Registrations/ Certificates

Professional Engineer: MI, IN

Office Location

East Lansing, MI

Years of Experience

23

PROJECT RELEVANCE

WRRF Improvements Design Phase, Delta Township, MI. Project Engineer. Expansion WRRF to change treatment process and increase peak capacity from 17 to 28 MGD. Project involves designing new headworks, influent pumping, grit removal, aeration, final clarifiers, tertiary filtration, and disinfection systems. Project includes 18,000 cfm odor control system at Headwork Building and 18,000 cfm system at Grit Building. A new controls//laboratory facility is also being constructed.

WWTP Improvements Phase I, Saline, MI. Project Engineer. Expansion WWTP to include new headworks, wet weather storage, primary and secondary clarifiers, aeration tank and blowers system, solids handling system and digester improvements. Project includes 12,000 cfm odor control system at Headwork Building.

Secondary Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI. Project Engineer. The proposed project will improve the primary and secondary clarifiers and the aeration system. The facility improvements will save approximately $400,000 a year in electricity and operating cost mainly by replacing the existing aeration blowers with a more energy efficient blower technology and converting the aeration system from coarse bubble to fine bubble diffusers. This results in approximately a 70% reduction in power and operating costs for the new infrastructure assets compared to the existing infrastructure. This $31 million project will be operational in 2023.

Water Pollution Control Aeration System Process Improvements, City of Flint, MI. Project Engineer/Process Design Lead. Aeration system process improvements for the 50-MGD WPC. Three of the four multi-stage centrifugal blowers within the blower building will be replaced with high-efficiency, high-speed turbo blowers sized to match the current air demand for treatment with a wider range of operation to provide a more efficient aeration system.

Water Resource Recovery Facility, Biodigestion with Combined Heat and Power, City of Grand Rapids, MI. Project Engineer. Design for new biodigestion facility including an anaerobic membrane bioreactor process for treatment of the concentrated liquid waste from commercial sources. Power generated from combined heat and power recovery system is utilized in the plant to offset power needs. Performed final design for construction documents.

Jason Burkett, PE

Structural

Mr. Burkett is a senior structural engineer who is experienced with many structural systems including: reinforced concrete, steel framing, composite steel, masonry, prestressed/precast concrete, tilt-up concrete panels, light-gage steel, timber, and aluminum. He has extensive experience designing, reviewing other's designs, and performing independent technical reviews for structural projects related to drinking water, wastewater, stormwater, solid waste, industrial, commercial, Department of Defense, hurricane shelters, high-velocity hurricane zones, health care, residential, education, aviation, marine construction, performing arts, roofing components, renovations, additions, and investigations. He leads several groups of structural engineers within Tetra Tech throughout the nation to ensure that quality standards are maintained for project deliverables. His attention to detail and wide variety of experience brings valuable perspective to each project he reviews or designs.

PROJECT RELEVANCE

Odor Control Stack Replacement, Southwest Reverse Osmosis WTP, City of Cape Coral, FL. Structural QA/QC. Replaced odor control stacks with new 70-foot-tall stacks for improved dispersion and air quality. Structural design included new mat foundations for the odor stacks and new aluminum frame for the air ducts.

Reverse Osmosis WTP, City of Punta Gorda, FL. Engineer-of-Record. Design of process structures and building for a new 4-MGD plant. Structural design included a new CMU building for the RO equipment, clearwell basin, degasification equipment support, chemical storage/containment slabs, and generator slab.

West Hickman Wet Weather Storage and WWTP Improvements, Lexington-Fayette Urban County Government, Lexington, KY. Lead Structural Engineer. Modeling and design of a 1.8-MG wet weather storage basin and associated diversion structure and pump station. Structures designed as cast-in-place concrete with a bid alternate design of a prestressed concrete ground storage tank for the storage basin.

Odor Control and Ultraviolet Process, Grand Haven WWTP, Grand Haven, MI. Lead Structural Engineer. Design of a new concrete masonry unit building on top of an in-ground chlorine contact basin. Interior walls on one side of the chlorine contact basin were removed and new walls and a mat foundation were designed to accommodate the new ultraviolet process and equipment. Designed a new concrete masonry unit building to house the odor control blower and equipment. Several large diameter clarifier tanks were analyzed and modified to accommodate new pre-engineered aluminum flat covers. Renovated a sludge thickener tank to contain the odor control filter media and analyzed it to accommodate a new aluminum flat cover.

Education

BS, Civil Engineering, (Structures Emphasis), University of Central Florida, 2003

MS, Civil Engineering (Structures and Foundations), University of Central Florida, 2005

Registrations/ Certificates

Professional Engineer: KY, AZ, CO, FL, GA, ID, KS, MO, MT, NM, TX, VA, WY

Structural Engineer: IL, HI, OK

Office Location

Louisville, KY

Years of Experience

18

Michael Sutherland, PE, CEM, LEED AP

Mechanical / HVAC

Mr. Sutherland has 14 years of engineering and management experience in building mechanical systems for municipal, federal, commercial, and industrial clients. His specific design experience includes heating, ventilation, and air conditioning (HVAC), plumbing design, fire protection design, LEED design submission, drafting, and construction administration for water and wastewater treatment plants and various other projects.

PROJECT RELEVANCE

Nansemond Treatment Plant Advanced Nutrient Reduction Improvements, Phase II Design-Build, Hampton Roads Sanitation District, Suffolk, VA. Mechanical Engineer. Project includes design, permitting, funding assistance, construction, testing, start-up, and training services to increase the treatment plant capacity from 30.0 to 50.0 MGD to treat combined wastewater flows from two service areas and meet the client's Sustainable Water initiative for Tomorrow (SWIFT) influent water quality targets for future work. The expansion includes a new influent distribution box, primary clarifier, primary effluent equalization tanks, aeration basins and blowers, secondary clarifiers, return activated sludge and nitrate recycle pumping, chlorine contact tank, primary gravity thickeners with integrated fermentation, primary solids screening, dewatering centrifuges, and odor control systems. The project uses the design-build delivery method and receives federal funding from the Water Infrastructure Finance and Innovation Act (WIFIA) and state funding from the Virginia Water Quality Improvement Fund.

West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. Mechanical Engineer. Mechanical Engineer for the design and construction oversight of the 70.0 MGD combined influent pump station. Provided oversight for the HVAC and plumbing work for the new headworks facility including odor control systems, gas-fired makeup air systems, gas-fired unit heaters, washdown and sanitary systems, compressed air systems, administration area HVAC and plumbing system with toilet room, electrical building air conditioning systems, odor control equipment site work, modifications to existing screw pump lift station HVAC systems, and new generator building including fuel system design.

Coppermine Water Reclamation Facility Headworks Improvement Project, Paulding County, GA. Mechanical Engineer. Mr. Sutherland provided upgrades to the existing headworks of the treatment plant. Modifications consisted of removal of existing odor control system and design of a new foul air distribution system to the new odor control system. Mr. Sutherland also aided the client in designing a new hot water washdown station for the newly installed screens.

Hillsborough Northwest Water Reclamation Facility, Hillsborough County, FL. Mechanical Engineer of Record. Mr. Sutherland provided the HVAC/Plumbing and Fuel System design of the water reclamation expansion and renovation of existing facility. The Project consists of multiple electrical building air conditioning systems, blower building ventilation systems, modifications to existing fueling systems, and a new fueling system to meet the demands of the new facility. Mr. Sutherland is also providing design assistance for the plant wide odor control system.

Education

BS, Mechanical Engineering, University of Central Florida, 2009

Registrations/ Certificates

Professional Engineer: KY, FL, GA, OK, OH, TX, VA

Certified Energy Manager (CEM)

Leadership in Energy and Environmental Design Accredited Professional, Building Design & Construction (LEED AP BD+C)

Office Location

Orlando, FL

Years of Experience

14

T. Michelle Howlett, PE, LEED AP

Manga Engineers - Electrical

Ms. Howlett has 33 years of experience as project manager and electrical engineer for a broad array of projects up to $270M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.

PROJECT RELEVANCE

Biosolids Processing Solutions, Morris Forman Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for a $270M upgrade which includes thermal hydrolysis processing, sidestream treatment, replacement of dewatering centrifuges, digester upgrades, cake silos and loadout, and odor control systems.

Hite Creek Water Quality Treatment Center Expansion, Louisville, KY. Electrical and instrumentation engineer for a 6 MGD to 9 MGD expansion and dewatering addition. The project includes additional aeration tanks and blower upgrades, sludge holding tank and blower upgrades, dewatering centrifuge and associated pumps and equipment, odor control system, replacement of UV disinfection, and replacement of tertiary filters. The control system includes the addition of programmable logic controller to the existing plant SCADA system. The project also includes replacement of a unit substation and standby generator, as well as site lighting throughout the plant.

Sludge Storage Improvements, Cedar Creek Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for improvements to existing sludge holding tanks including decanting, tank covers, and odor control system.

Muddy Fork Interceptor SSO Storage Basin, Louisville, KY. Electrical and instrumentation engineer for a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based, Ethernet networked, and connected to MSD's radio telemetry system.

Primary Sedimentation Basin Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for the replacement of primary sedimentation basin sludge collection equipment and primary sludge pumps. Gates were replaced and modernized with electric actuators. The project also included the replacement of aeration blowers, odor control improvements, and new chemical feed. Electrical and control systems were replaced, as well as interior and exterior lighting.

Education

BS, Electrical Engineering, University of Kentucky, 1990

Registrations/ Certificates

Professional Engineer (Electrical): KY, IN, OH, TN

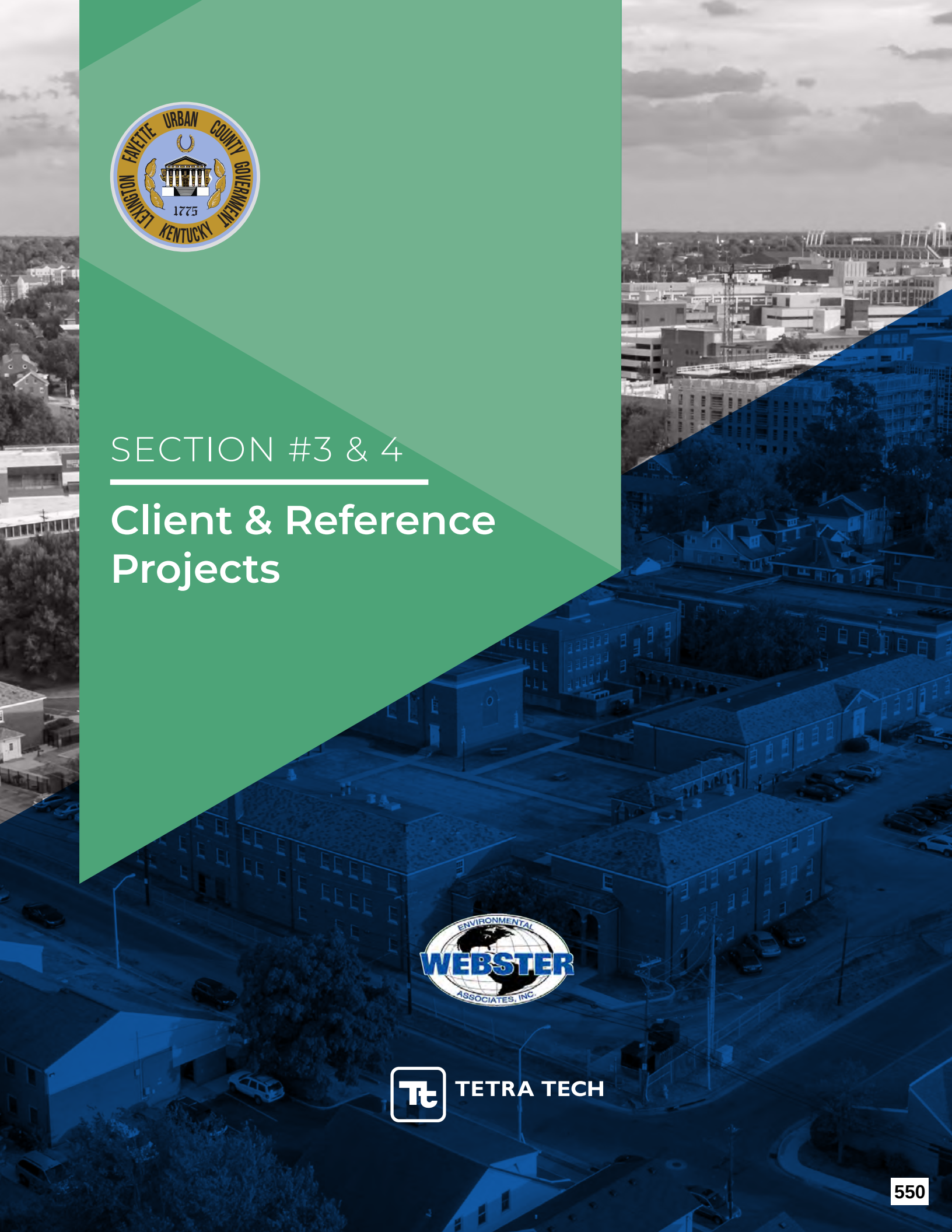
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Office Location

Lexington, KY

Years of Experience

33



SECTION #3 & 4

Client & Reference Projects

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

CLIENT & REFERENCE PROJECTS

Listed below are three clients and contact information for which WEA has performed similar work that is included in the Odor Control Master Planning scope of work.

TOHO WATER AUTHORITY

Toho Water Authority

Deb Beatty
Senior Engineer
dbeatty@tohowater.com
407.944.5023

LOUISVILLE MSD

msd
Safe, clean waterways

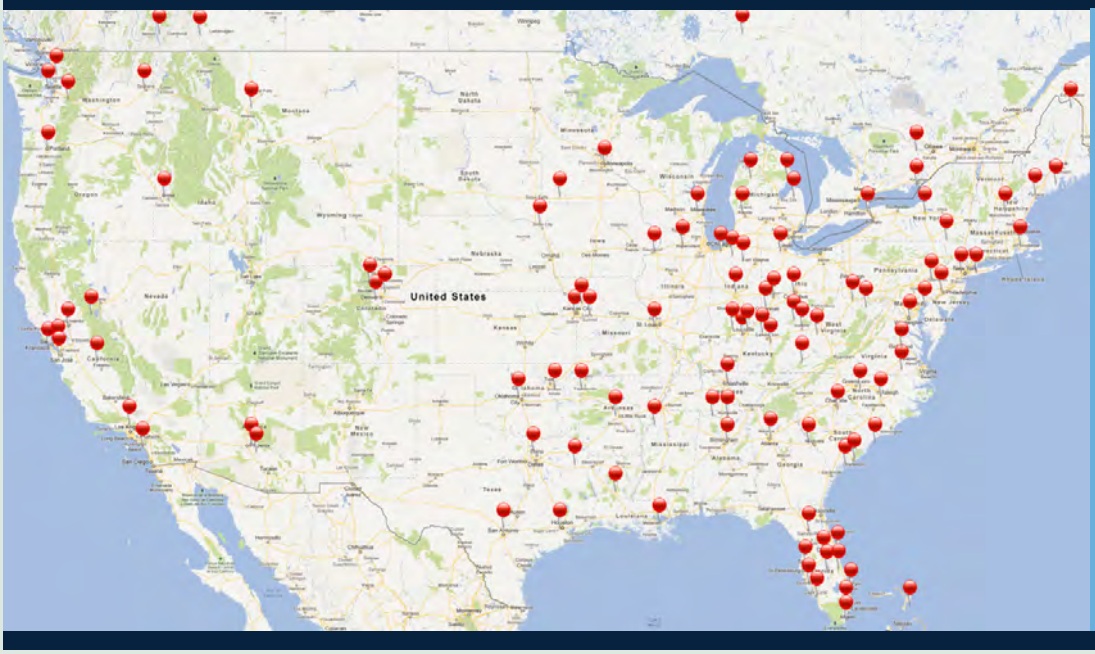
Mike Brazel
Deputy Chief of Operations
Mike.Brazel@louisvillemsd.org
502.587.5829

MILWAUKEE METROPOLITAN SEWER DISTRICT

MMSD
PARTNERS FOR A CLEANER ENVIRONMENT

Micki Klappa-Sullivan
Engineering Planning Manager
mklappasullivan@mmsd.com
414.225.2178

Tetra Tech and Webster Applicable Experience



800+

Odor and/or Corrosion Control Projects

Project Highlights

Odor Control Consultant Since 2011

Odor Studies at the WWTP and Multiple Collection System Facilities

Odor Control Designs at WWTP and Multiple Collection System Facilities

Performance Testing and Condition Assessments of Odor Control Systems

Key Staff

Jim Ross - *Project Manager*
Lee Blakeman - *Project Engineer*
Bruce Koetter - *QA/QC*

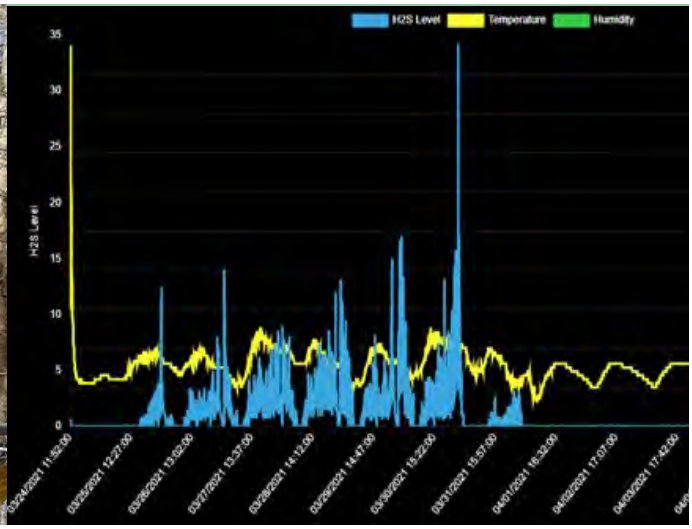
Odor Control Consultant for Toho Water Authority

ORLANDO, FL

WEA has served as an odor consultant to the Tohopekaliga Water Authority (TWA) since 2011. In this role WEA consults with TWA on odor related issues and conducts odor studies, odor control system designs, odor control system condition assessment and performance evaluations at TWA facilities.

Some of the major tasks have included:

- Odor studies at multiple TWA wastewater collection system facilities.
- Odor control designs at multiple TWA wastewater collection system facilities. Designs have included biotrickling scrubbers, biofilters, and multi-stage systems.
- Facility-wide odor study at the Sandhill WWTP to determine primary causes of off-site odors. Conducted sampling, testing, and odor dispersion modeling.
- Design of two new odor control systems at the Sandhill WWTP to treat odors from the headworks and influent structure.
- Performance testing of multiple odor control systems.
- Condition assessments of multiple, existing odor control systems.
- Odor control study for mitigating odors from air release valves in sensitive locations.
- Services during construction associated with odor control construction projects.



Project Highlights

Odor and Corrosion Study Identified Best Control Alternative

Oxygen Injection System was Designed to Prevent Anaerobic Conditions

Construction was Completed in 2021 with Outstanding Results

Key Staff

Bruce Koetter - *Project Manager*
Jim Ross - *Project Engineer*
Lee Blakeman - *Project Engineer*
Sharon Worley - MSD *Project Manager*

Louisville MSD Ohio River Force Main Odor Study & Control Design

LOUISVILLE, KY

The Ohio River Force Main (ORFM) consists of 8.5 miles of two parallel force mains (FMs) with diameters ranging from 16 to 24 inches and six cross connections. MSD has dealt with odors and corrosion along the forcemain and downstream for many years and commissioned this project to evaluate odor and corrosion control mitigation alternatives. Webster was selected as the prime consultant for the design of the odor control system and served as a sub-consultant to Jacobs for the study portion of the project.

The project goals were:

- Reduce/eliminate odors at ARVs
- Reduce/Eliminate corrosion at ARVs and concrete vaults
- Mitigate high H2S release at ARVs and along downstream interceptor
- Reduce corrosion in the downstream interceptor

The study testing results were used to develop and evaluate several control alternatives including:

- Shutting off one barrel of the forcemain
- Vapor phase treatment of hot spots
- Chemical addition with iron, nitrates, oxygen
- Oxygen injection combined with vapor phase treatment

Findings showed that oxygen injection with a biofilter at one of the key ARVs was the most cost-effective alternative. WEA designed the biofilter and oxygen injection system improvements. The design was completed in April 2019 and construction was completed in April 2021. Preliminary testing results are outstanding as indicated by the chart above.

Project Highlights

Plant-Wide Odor Master Plan Identified Problem Areas

Modeling Used to Show Odor Impact of Baseline and Control Alternatives

Six Odor Control Alternatives Developed and Evaluated

Two Odor Control Projects Recommended and the First of Those Currently Under Construction

Key Staff

Bruce Koetter - *Project Manager*
Jim Ross - *Project Engineer*

Jones Island WRF Odor Assessment, Modeling & Capital Improvement Master Plan

MILWAUKEE, WI

The purpose of this project was to use air dispersion modeling in conjunction with source sampling and odor complaint locations to characterize odors, prioritize odor source reduction locations, identify odor mitigation strategies, and recommend a 20-year Capital Improvement Master Plan (CIP) for the Jones Island Water Reclamation Facility (JIWRF).

The JIWRF is a 300 MGD facility owned by the Milwaukee Metropolitan Sewer District (MMSD) that treats wastewater from the City of Milwaukee and surrounding areas. WEA conducted two rounds of extensive sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H2S and the results were used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated based on:

- Capital and operating costs
- Climate change vulnerability
- Sustainability
- Public Involvement
- Operating and Maintenance Reliability

The project was completed in April 2021on schedule and under budget.

Project Highlights

2021 Michigan ACEC Merit Award

Equipment Performance Exceeded all Specified Criteria

Designed Biological System to be Operational During Winter Conditions

$100,000 Loan Principal Forgiveness

Key Staff

Jim Ross - *Odor Control Process Design*
Brent Bode - *Process Design*

Saline Wastewater Treatment Plant Odor Control

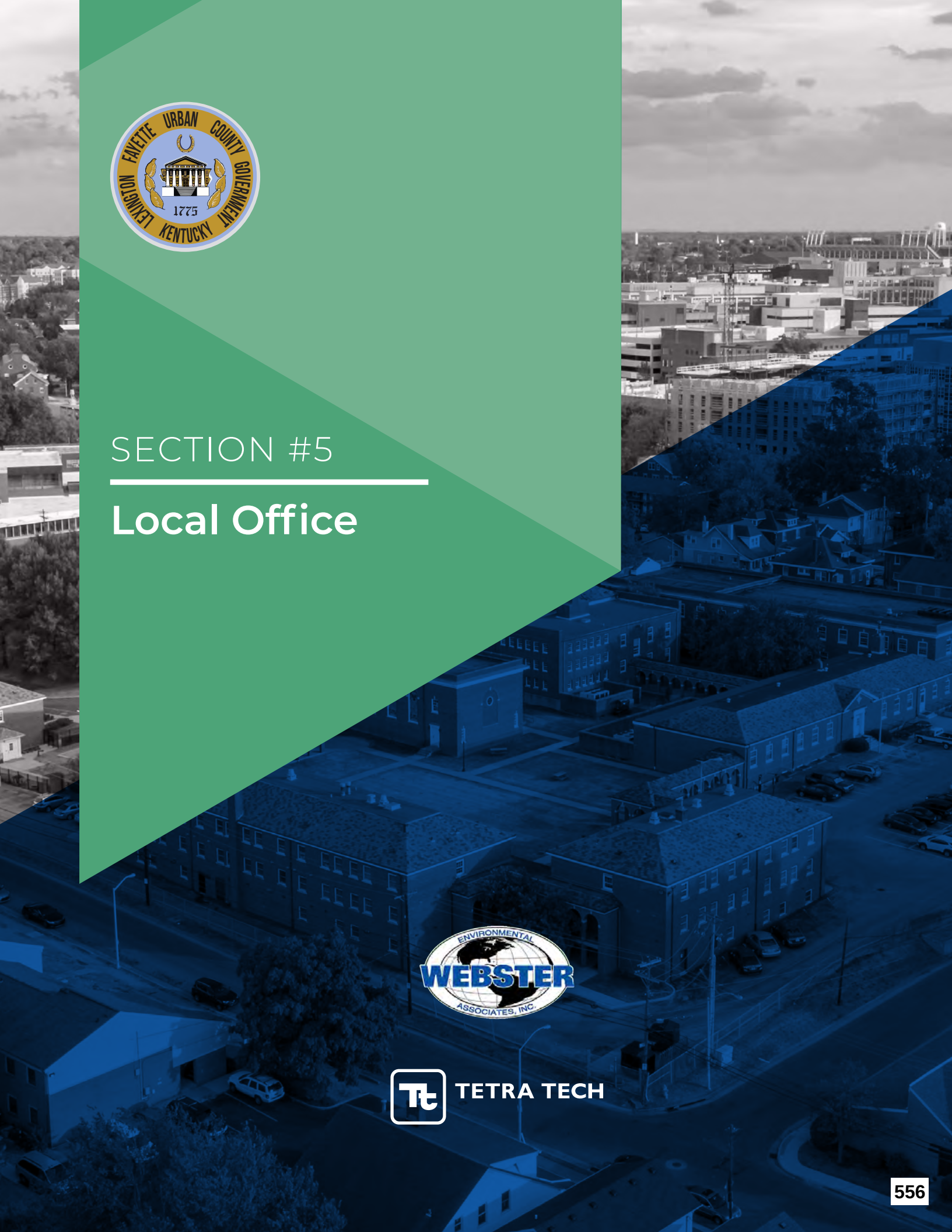
SALINE, MI

Saline provides dozens of public services including wastewater treatment for approximately 9,500 residents. The City's wastewater treatment plant is unique in that it is near dozens of residences and located upwind of the community. While the City has provided odor control for over 15 years, in 2016, odor control complaints within the community increased. The complaints were so pronounced, downtown merchants complained about the odor impacting business. Theories as to the origin and proposed control of the odor were numerous, yet data to verify the origin was unavailable.

In response, the Saline City Council initiated a science-based approach to determine the cause and solution to the wastewater treatment plant odor. The City selected the team of Tetra Tech and Webster Environmental Associates (WEA) to complete a study of the existing treatment plant. The study concluded that older odor control equipment was no longer effective in treating foul air and recommended replacing the older equipment while also treating foul air from additional treatment processes. Tetra Tech and WEA were subsequently retained through a qualification-based selection process to lead the design and construction administration for the project.

The project used detailed measurements to initially determine the cause of increased odor was the failing chemical (chlorine) scrubbers and determine which processes needed odor control treatment. These measurements were critical for both design parameters and to demonstrate to the community the root cause of the increased odor.

The design consisted of both carbon adsorbers and biological odor control are proven technologies. However, this project implemented an optimal combination of both technologies, each targeted at specific processes and the odors generated by each, to arrive at the most effective and lowest cost solution for the community. The biological treatment component was uniquely designed to function down to -20 degrees Fahrenheit ambient air temperature. Instrumentation was provided to sense low temperatures and alert operators to needed system operations to protect the bioscrubbers.



SECTION #5

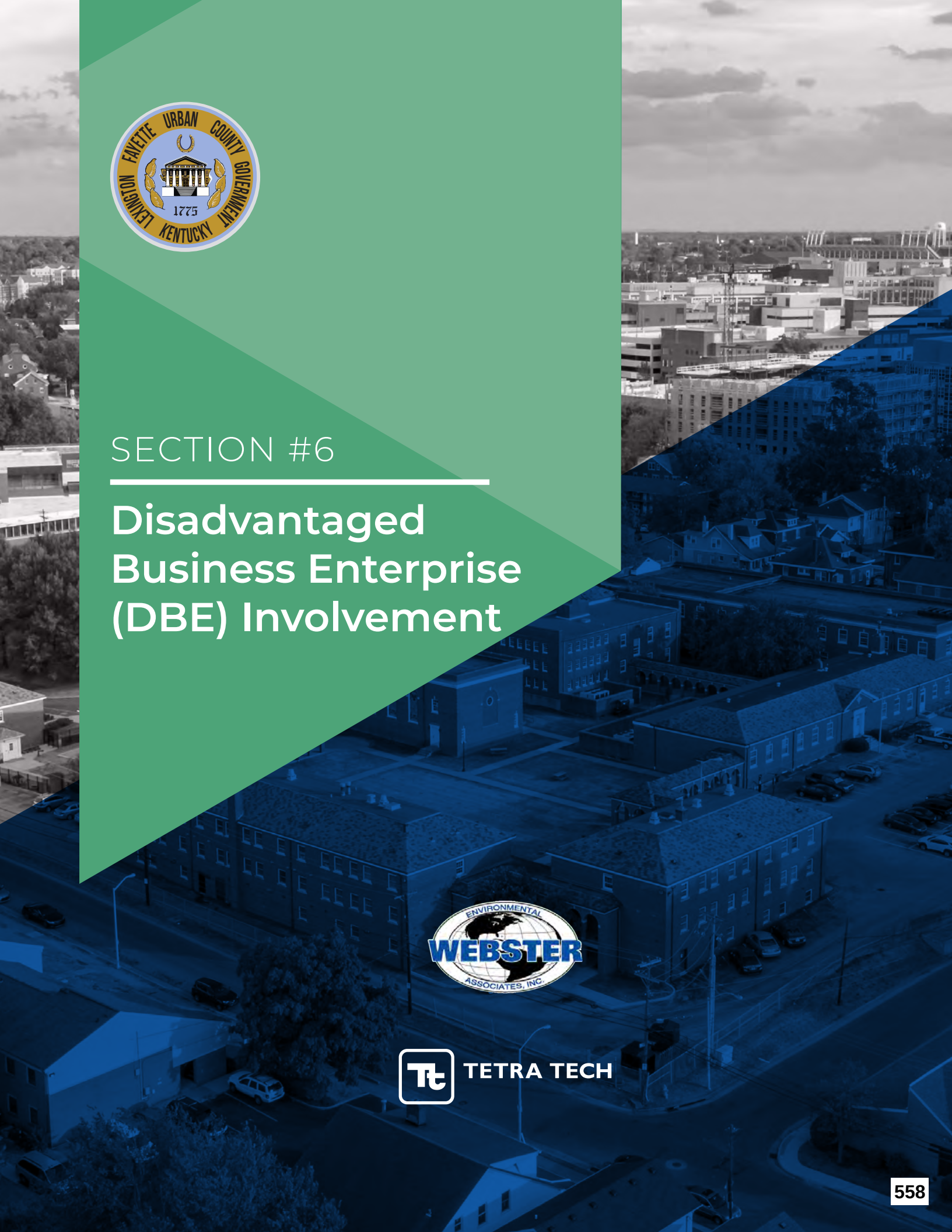
Local Office

LOCAL OFFICE

The project team will consist of Webster Environmental, Tetra Tech, Magna Engineers, and Salt River Engineering. The table below contains the firm and office information requested in the RFP.

Firm Information & Office Locations				
Firm	**Year Established**	**Local Office Staffing**	**Services to be Performed**	**Estimated Local Office Utilization (Percent of Project Services)**
Webster Environmental	1981	0	Air Dispersion Modeling, Air Sampling & Testing, Odor Evaluation, and Odor Control Process Design	47
Tetra Tech	1966	17	Design, Bidding, & Construction Administration	40
Magna Engineers	2011	8	Electrical Engineering	10
Salt River Engineering	2010	0	Technical Support on Cost Estimation & Construction Administration	3

*Local Office is defined in the RFP as Fayette, Franklin, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford Counties.



SECTION #6

Disadvantaged Business Enterprise (DBE) Involvement

DISADVANTAGE BUSINESS ENTERPRISE (DBE) INVOLVEMENT

LFUCG has a MWDBE participation goal of 10% and a Veteran-Owned Business participation goal of 3%. Webster Environmental intends to meet these goals as follows:

- Magna Engineers, a Woman-Owned consulting engineering firm, will provide electrical engineering services on the design projects.
- Salt River Engineering, a Veteran-Owned consulting engineering firm, will provide technical support for cost-estimating and construction administration on the design projects.

MAGNA ENGINEERS

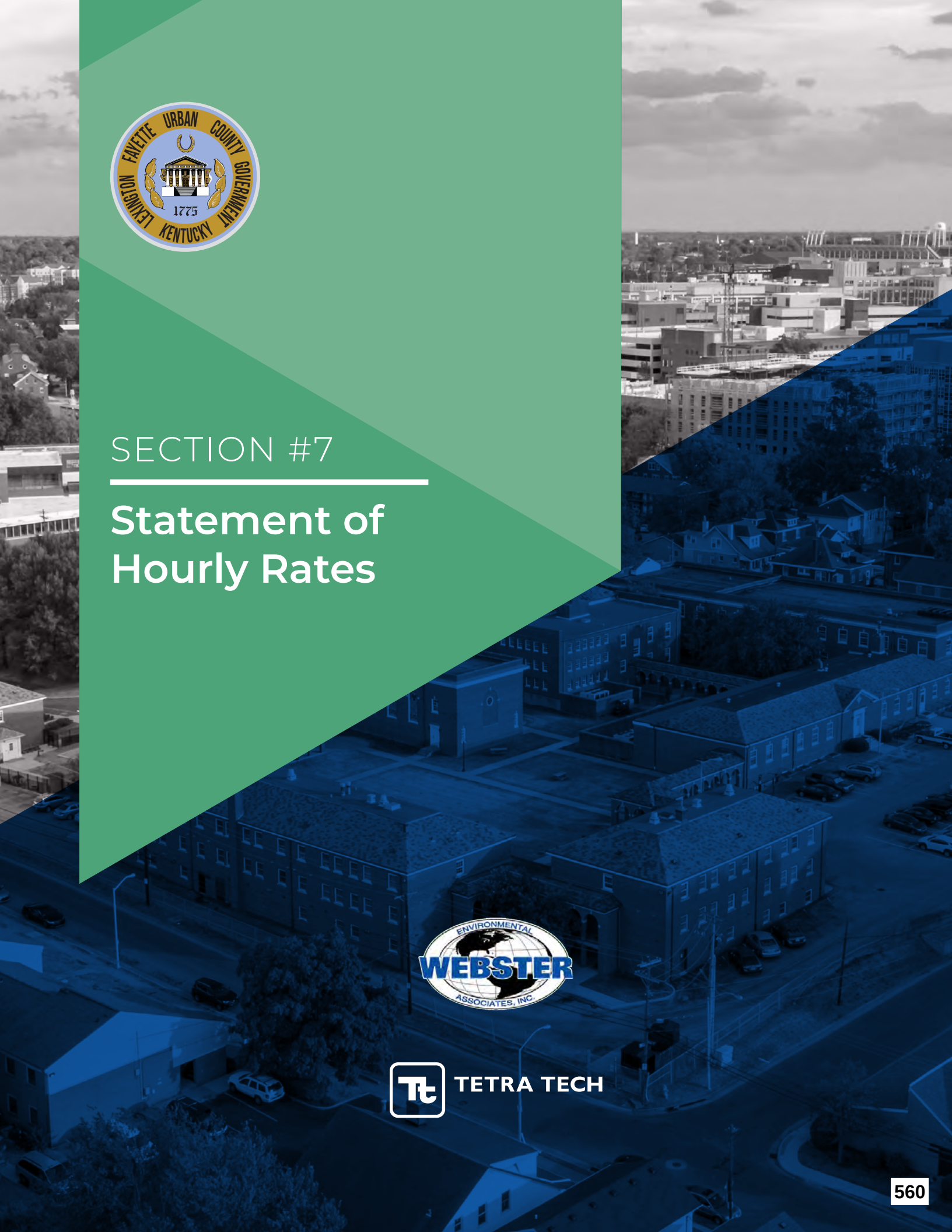
Magna Engineers is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna was founded in 2011, and started with a group of mechanical and electrical engineers with a history of working together toward a common goal of innovative and solid engineering practices. Magna is based in Lexington, and has a branch office in Louisville.

Magna is a certified Economically Disadvantaged Woman-Owned Small Business in accordance with Small Business Administration (SBA) requirements, and is a certified Women Business Enterprise (WBE) with the Women's Business Enterprise National Council (WBENC). Magna Engineers is listed as an approved WBE with the Louisville-Jefferson County Metropolitan Sewer District.

SALT RIVER ENGINEERING

Salt River Engineering (SRE) is a DoD verified, veteran-owned small business specializing in engineering design and rate-making for water, wastewater, and stormwater utilities.

SRE has extensive experience in rate setting for municipal and regulated utilities. SRE's owner is both a professional engineer and certified construction manager. SRE provides agency construction management for municipal and private utility capital construction including time, cost, and general project management.



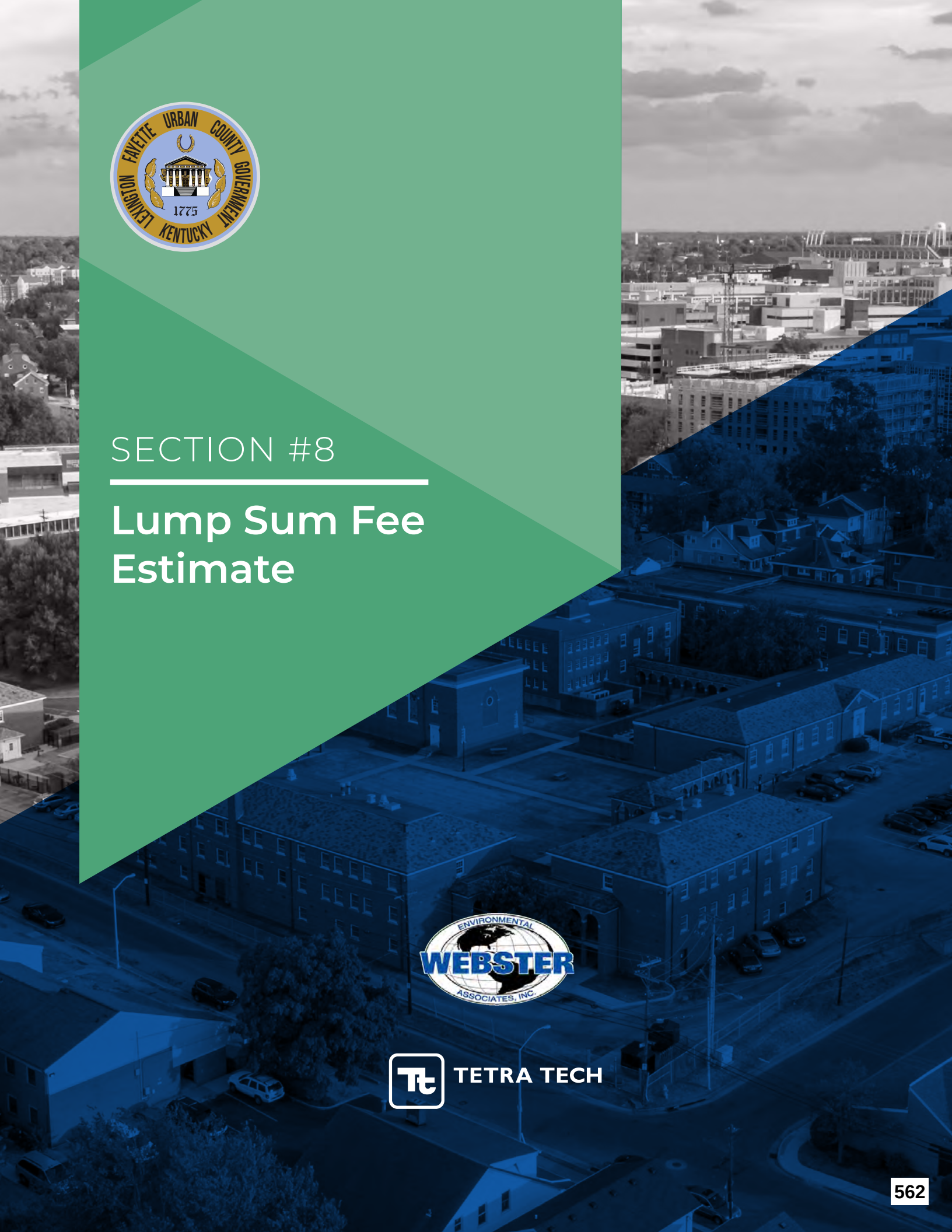
SECTION #7

Statement of Hourly Rates

STATEMENT OF HOURLY RATES

Classification	Employee Name	Actual Title	Hourly Rate (2024)*
Project Manager	Jim Ross	Project Manager	$ 220
Senior Engineer	Lee Blakemen	Associate Engineer	$ 182
	Sharon Worley	Prinicipal Engineer	$ 239
	Bruce Koetter	Senior Engineer	$ 267
Engineer	Grant Thompson	Project Engineer	$ 139
Survey Crew		Two-Person Survey Crew	$ 150
Subcontractors			
Tetra Tech	Herb Lemaster	Design Manager	$ 260
	Ryan Rathfon	Engineer 3	$ 145
	Titus Maddela	Project Engineer 2	$ 200
	Brent Bode	Senior Engineer 1	$ 250
	Jason Burkett	Senior Engineer 1	$ 250
	Michael Sutherland	Senior Engineer 1	$ 250
	Pete Daukss	Senior Engineer 3	$ 300
	Dean Vittitoe	Sr. Engineering Designer	$ 160
	Shann Easterling	Senior Technician	$ 120
	Mary Corbitt	Project Assistant 2	$ 100
Magna Engineers	Michelle Howlett	Principal	$ 170
	Matt Braun	Senior Engineer	$ 160
	Allen Tucker	Senior Engineer	$ 160
	Jim Martin	Senior Engineer	$ 160
	Ben Auclair	Senior Engineer	$ 160
	Dmitriy Radyk	Graduate Engineer	$ 130
	Mikhail Moskalyuk	Graduate Engineer	$ 130
	Rick Borntraeger	Graduate Engineer	$ 130
	Yuriy Radyk	Technician I	$ 100
	Troy Jones	Technician II	$ 85
	Nadia Radyk	Clerical	$ 60
Salt River Engineering	Connie Allen	Principal	$ 180

**Note: The hourly rates are effective for calendar year 2024 and will be increased in subsequent years based on the federal Cost of Living Adjustment.*



SECTION #8

Lump Sum Fee Estimate

LUMP SUM FEE ESTIMATE FOR EARLY ACTION PROJECTS

TASK 1 – $55,000

Scope of Work: Meet with the project team to develop and refine a project approach strategy that should include:

a. Completing a thorough review of available record drawings to establish baseline operational data.

b. Completing geometric measurements to verify that record drawing data matches actual field conditions.

c. Reviewing any additional sampling results obtained by LFUCG.

d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H2S and 90% removal of odor units (OU).

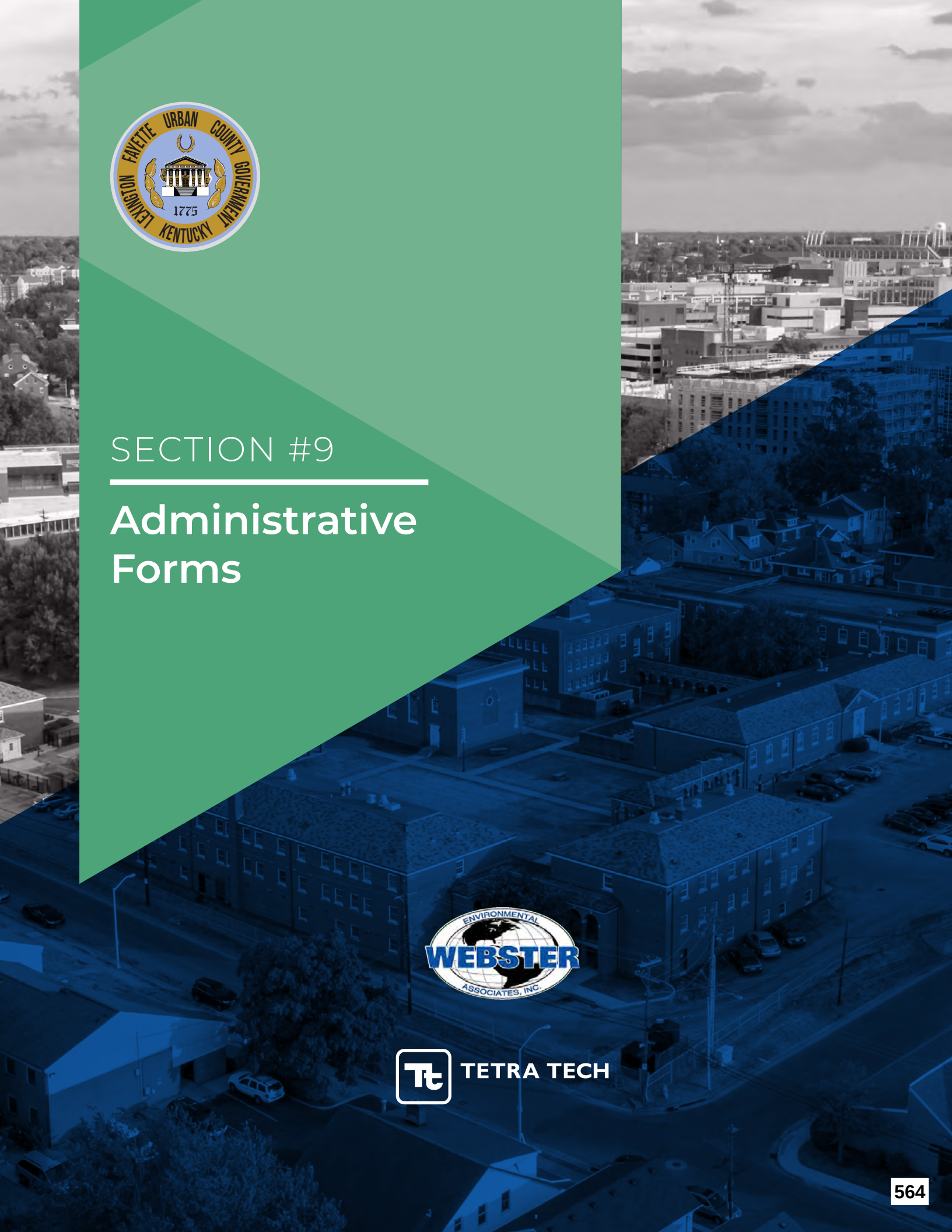
e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.

TASK 2 – ESTIMATED ENGINEERING FEE - $550,000

Early Action Project/Assumptions	Conceptual Level Construction Cost Estimate	Estimated Egineering for Design, Bidding, Inspection, and Construction Administration
West Hickman WWTP Gravity Thickeners ■ Option 1 - New Equipment, Carbon Technology, using existing pad ■ Option 2 - Relocate equipment from Town Branch WWTP, Carbon Technology, use existing pad	Option 1 - $900,000 Option 2 - $300,000	$135, 000
West Hickman WWTP Ash Tanks ■ Bioscrubber Technology, new pad, no new building	$1,000,000	$145,000
Town Branch WWTP North Primary Clarifiers ■ Bioscrubber Technology, new pad, no new building	$900,000	$135,000
Town Branch WWTP South Primary Clarifiers ■ Bioscrubber Technology, new pad, no new building	$900,000	$135,000
TOTAL		**$550,000**

Notes:

- Costs are conceptual level only. A detailed cost estimate shall be provided after the completion of Task 1 as described in the scope.
- Costs assume the current system airflows are adequate and meet all applicable codes, this shall be verified in Task 1.
- Costs assume that equipment will be outside and not require new buildings.
- The estimated engineering fees assume that each early action project will be bid separately.
- The estimated engineering fees were determined using the USDA Rural Development Fee Curve.



SECTION #9

Administrative Forms

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. 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 this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

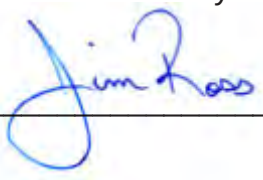
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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



Signature _____ Date 01/11/2024

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Jim Ross, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jim Ross and he/she is the individual submitting the proposal or is the authorized representative of Webster Environmental Associates, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

Jim Ross

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Grant Thompson on this the 2nd day of January, 2024.

My Commission expires: 4/10/2027

Grant Thompson
NOTARY PUBLIC, STATE AT LARGE

NOTARY PUBLIC
Expires
4/10/2027
Grant Allen Thompson
My Commission #
KYNP70145
COMMONWEALTH OF KENTUCKY

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

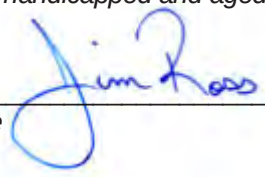
****

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

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

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.



_____ Webster Environmental Associates

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Webster Environmental Associates

Categories	Total	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	7	6	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	8	6	2														

Prepared by: Jim Ross, Vice President **Date:** 01 / 11 / 2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Webster Environmental Associates

Complete Address: 13121 Eastpoint Park Blvd #E Louisville, KY 40223
Street City Zip

Contact Name: Jim Ross Title: Vice President

Telephone Number: 502.253.3443 Fax Number: 502.253.3442

Email address: jim.ross@odor.net

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #51-2023

The MWDBE and/or veteran 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 in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Magna Engineers 861 Corporate Drive, Suite 210 Lexington, KY 40503 859.309.2990 mhowlett@magnaengineers.com	WBE	Electrical Engineering	TBD	10%
2. Salt River Engineering 108 Poplar Street Harrodsburg, KY 40330 859.734.2334 conne@saltrivereng.com	VOSB	Cost Estimating	TBD	3%
3.				
4.				

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

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #51-2023

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

MWDBE QUOTE SUMMARY FORM
Bid/RFP/Quote Reference # RFP #51-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Webster Environmental Associates	Jim Ross
Address/Phone/Email	**Bid Package / Bid Date**
13121 Eastpoint Park Blvd #E Louisville, KY 40223	Odor Control Master Planning / January 11, 2024

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP #51-2023

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract # Odor Control Master Planning	**Work Period/ From:** **To:** TBD
Company Name: Webster Environmental Associates	**Address:** 13121 Eastpoint Park Blvd #E Louisville, KY 40223
Federal Tax ID: 61-1011402	**Contact Person:** Jim Ross

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Magna Engineers	TBD						
Salt Rivers Engineering	TBD						

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP #51-2023

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: **Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.**

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Webster Environmental Associates	Jim Ross
Company	**Company Representative**
01/11/2024	Vice President
Date	**Title**

ENVIRONMENTAL
WEBSTER
ASSOCIATES, INC.

TETRA TECH

13121 Eastpoint Park Blvd, Ste E | Louisville, KY 40223

502.252.3443 | www.odor.net

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT WITH WEBSTER ENVIRONMENTAL ASSOCIATES FOR SEWER ODOR CONTROL MASTER PLANNING AND MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST FOR THE FIRST PHASE OF THE SERVICES NOT TO EXCEED $550,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Services Agreement, which is attached hereto and incorporated herein by reference, with Webster Environmental Associates, for sewer odor control master planning and management services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $550,000.00 for the first phase of the services, be and hereby is approved for payment to Webster Environmental Associates, from account # 4003-303401-3401-92711, pursuant to the terms of the Engineering Services Agreement, with payments authorized for future phases as budgeted.

Section 3 – This Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF THE URBAN COUNTY COUNCIL
0132-24:EPT:4855-0484-5733, v. 1

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of February 21, 2024, 2024, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and WEBSTER ENVIRONMENTAL ASSOCIATES, 13121 Eastpoint Park Blvd #E, Louisville, KY 40223 (**CONSULTANT**). **OWNER** intends to proceed with the project as described in the attached Exhibit A, **"RFP #51-2023 RFQ for ODOR CONTROL MASTER PLANNING"**. The services are to include customary civil, sanitary, geotechnical, mechanical, structural, and electrical engineering services as related to completion and submission of reports, deliverables, design documents and construction management as described in Exhibits A and C, detailing the broad responsibilities of 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 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 objectives described in attached Exhibit A "RFQ for Odor Control Master Planning; RFP #51-2023" (including all associated Appendices and Addendums), and attached Exhibit C the "Proposal of Engineering Services and Related Matters" (the CONSULTANT's response to RFP #51-2023), and amendments to the CONSULTANT'S proposal included in attached Exhibit D "Further Description of Basic Engineering Services and Related Matters."**

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**, then **EXHIBIT D, and then EXHIBIT C**.

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 post all initial draft work products on the project document management portal. If the project document management portal is not functional on the draft posting date, the **CONSULTANT** shall submit one (1) pdf copy of all initial draft final work products for this **PROJECT** to the email distribution list provided by the **OWNER** Project Manager.

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 post all revised final work products on the project document management portal. If the project document management portal is not functional on the revision posting date, the **CONSULTANT** shall submit five (5) copies (hardcover) and one (1) pdf pdf version via email to the **OWNER** Project Manager. The **OWNER** shall have ten (10) business days within which to accept or deny each such revision. If accepted, the revision shall become final. If is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the **OWNER** accepts a revision as final, one (1) pdf version shall be emailed to the **OWNER** Project Manager with same final pdf versions emailed to the distribution list provided by the **OWNER** Project Manager.

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 ten (10) 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 work products or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work is not considered "Extra Work" because the requested effort is consistent with work previously authorized by an executed Task Order and shall be paid in a manner consistent with any new Task Order issued under this contract.

2.2. All "Extra Work" is subject to prior written authorization of **OWNER** and necessary appropriations made 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. See attached Exhibit A for the projected duration of services and Exhibit D "Further Description of Basic Engineering Services and Related Matters" for the initial project schedule.

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 and applicable approved Task Orders 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 an issued Task Order within ninety (90) days of the time specified by the Task Order, **OWNER** shall have the option of cancelling the Task Order 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 ten (10) 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 an approved Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT A**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT C** or as amended in accordance with provisions of **EXHIBIT D**.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.2. Times of Payment

5.2.1. **CONSULTANT** shall submit monthly statements for Basic Services and any approved 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. The **CONSULTANT** will be required to clearly document, in writing, what portion of the requested fee is compensation for an DBE subcontractors working on the **PROJECT**. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. 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**.

5.3.2. 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 applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall 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. **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 & 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 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** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter **"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 the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter **"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.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

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 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 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**. The cost of such insurance shall be included in any proposal:

Coverage	**Limits**
General Liability	$1 million per

(Insurance Services Office Form CG 00 01)	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. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. 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).

g. **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.

h. 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**.

i. 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 shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and **OWNER**.

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 Charles H. Martin, P.E., Director of the Division of Water Quality (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, B, C and D** 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

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:

Webster Environmental Associates, Inc

BY: Jim Ross
Jim Ross, President

ATTEST:

Deputy Mackenzie Stack
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Jim Ross, as the duly authorized representative for and on behalf of Webster, on this the 7th day of February, 2024.

My commission expires: 4/10/2027.

Grant Thompson
NOTARY PUBLIC

NOTARY PUBLIC
Expires
4/10/2027
Grant Allen Thompson
My Commission #
KYNP70145
COMMONWEALTH OF KENTUCKY

EXHIBIT A

REQUEST FOR PROPOSALS/

SCOPE OF ENGINEERING SERVICES

AND RELATED MATTERS

RFP#51-2023

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #51-2023 RFQ for Odor Control Master Planning** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **January 11, 2024.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to

his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government ("LFUCG") may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor's compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder (hereafter "bidder," or "contractor") agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act ("ARPA"), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor's ability to receive payment by giving thirty (30) days' advance written notice. Further, either party may terminate this Agreement for cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

(1) 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

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

(1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*

(2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*

(3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*

(4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding $100,000 financed in whole or in part with Federal funding.

8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding $100,000 financed in whole or in part with Federal funds.

11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: "the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with 'Limited English Proficiency' in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

15. Contractors who apply or bid for an award of $100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

a. The undersigned certifies, to the best of his or her knowledge and belief, that:
   (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
   (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
   (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in

conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling $10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

_____ _____

Signature Date

SELECTION CRITERIA:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 25
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 20
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 5
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 5
6. Fees 20

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

****

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

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

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	*Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

   a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran 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 in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

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

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference #_____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote #_____

Total Contract Amount Awarded to Prime Contractor for this Project_____

Project Name/ Contract #	**Work Period/ From:** **To:**
Company Name:	**Address:**
Federal Tax ID:	**Contact Person:**

Subcontractor Vendor ID (name, address, phone, email	**Description of Work**	**Total Subcontract Amount**	**% of Total Contract Awarded to Prime for this Project**	**Total Amount Paid for this Period**	**Purchase Order number for subcontractor work (please attach PO)**	**Scheduled Project Start Date**	**Scheduled Project End Date**

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

_____ _____

Company **Company Representative**

_____ _____

Date **Title**

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote #_____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company	**Company Representative**
Date	**Title**

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. 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 this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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

_____ _____

Signature Date

RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor 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 Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") 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.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") 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 CONTRACTOR'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 CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR 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 LFUCG, which approval shall not be unreasonably withheld.

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

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG 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 CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract 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 LFUCG in order to protect LFUCG 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 CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability aggregate (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100,000
Professional (E&O Liability)	$1 million per claim

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 (DOI). 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. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG 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.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. 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.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, 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.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at 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 BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

Scope of Services RFP #51-2023
Request for Qualifications (RFQ) and Hourly Rates for
2024 - 2029 Odor Control Master Planning
Lexington-Fayette Urban County

Background

Over the last several years, the Lexington-Fayette Urban County Government (LFUCG) has experienced escalating sanitary sewer odor complaints. Complaints occur year-round but escalate dramatically between the months of August and November. Complaints often focus on the two wastewater treatment plants but can also be attributable to the collection and conveyance system due to long detention times in the system. Relevant facts about LFUCGs sanitary sewer system are listed in Appendix A.

Goals and Objectives

LFUCG is focused on developing and implementing a continuously proactive odor control program that ensures the following:

1. That the air quality treatment control processes we are currently using are working effectively.
2. That the program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities.
3. That performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained.
4. That program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved.

The following questions, once examined, should also be incorporated into the long-term plan as applicable.

1. Are seasonal temperature inversions contributing to the escalation in complaints and are there programmatic changes that can be implemented to mitigate the impact?
2. What changes can be made to the collection and conveyance system that mitigate the impact of seasonal low flows at the treatment plants and large pumping stations?

It is Lexington's intention to select a professional team of engineers and scientists that can help Lexington achieve its sewer odor control goals and objectives. Selection of this team will be qualifications based, so the proposer is strongly encouraged to demonstrate practical experience in meeting the stated goals and objectives. The proposer's estimate fee for providing design, bidding assistance and construction management services for fast-track capital improvements, as described in Appendix B, will also be a contributing factor in recommending award.

Odor Risk Summary

Responses to this RFQ should be responsive to the stated goals and objectives and describe, in greater detail, how the responder would be responsive to the site-specific odor risks discussed below:

Site Specific Risk # 1
Town Branch WWTP
301 Jimmy Campbell Lane
(Refer to Exhibit 1)

Odor control in the form of activated carbon is provided at five locations within the campus:

- Headworks – Calgon Type IVP granular activated carbon unit, in service for approximately 25 years.
- North Primaries – ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- South Primaries - ECS Environmental Solutions VX-4800 unit with water regenerable 4X8 mesh - in service for approximately 2 years.
- Scum Facility - ECS Environmental Solutions, no model name plate, 1500 CFM. unit in service for approximately 6 months.
- Gravity Thickeners - ECS Environmental Solutions VX Carbon Adsorber unit in service for approximately 4 years.

The plant is largely surrounded by industrial property but does have two residential neighborhoods located within a mile radius of the facility. The closest residential unit is less than 500 feet away from the aeration basins. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the solids processing building.
5. Complete an odor risk assessment for the primary effluent pump station discharge channel.
6. Other investigations and analysis as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the North and South Primaries odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

Site Specific Risk #2
West Hickman WWTP
272 West Hickman Plant Road
Nicholasville, Kentucky
(Refer to Exhibit 2)

Odor control in the form of activated carbon is provided at two locations within the campus:

- Headworks – Dual ECS units, in service for approximately 3 years
- Gravity Thickeners – Dual Calgon units, in service for over 25 years

Odor control in the form of wet scrubbers is provided at two locations within the campus:

- Aerated Sludge Holding (ASH) tanks- Siemans LP-3500 wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is no longer functioning as a dual stage caustic / chlorine scrubber.
- Solids Processing - Siemans LP-7080-XL wet scrubber that's approximately nine years old. Preliminary investigation has revealed that this scrubber is also no longer functioning as a dual stage caustic / chlorine scrubber.

The plant is located in a rural area that continues to experience residential growth. The closest residential unit is now approximately 1,000 feet away from the Solids Processing Building. Due to escalating complaints, Lexington believes that, at a minimum, the following actions will be required of the consultant:

1. The installation of equipment monitoring that records inlet and exhaust hydrogen sulfide readings for all current and future odor control equipment.
2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.
3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.
4. Complete an odor risk assessment for the recycle pump station.
5. Other analysis and investigations as directed.

As described in Appendix B and as a component of this contract, Lexington is requesting design/bid/construction management services to replace the gravity thickener and ASH tank odor control systems. Lexington is initiating this early action project because the Fall 2023 odor investigation revealed these systems as a "weak link" in providing improved performance in 2024.

Site Specific Risk #3
Town Branch WWTP Service Area Hot Spots
(Refer to Exhibit 3)

Odor complaints in the Town Branch WWTP service area come from multiple sources but three specific areas are considered hot spots requiring unique attention.

1. Townley neighborhood – constructed in the last 20 years, odor complaints from this neighborhood are most attributable to its proximity to the WWTP. Odor risk abatement is believed to WWTP driven with minimal risk of cross connections within the collection system.

2. Meadowthorpe neighborhood – the neighborhood dates back to the 1940's, with homes originally served by on-site septic systems. Public sewers were installed in the 1970's. Proximity to the treatment plant is a concern but, given the post development installation of public sewers, the existence of improper sewer connections should be investigated in addition to odor control improvements at Town Branch WWTP.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Meadowthorpe neighborhood.

3. Lisle Industrial / Forbes Road Industrial Area – multiple parcels within this area are not listed as having public sewer service and the city does not fully understand if and how sanitary sewer service exists for these structures. A better understanding of how these buildings function is necessary to validate their potential contribution to odor complaints.

   The consultant will be required to coordinate assessments of all occupied parcels currently not connected to the public sewer system.

Site Specific Risk #4
Cumberland Hill and Woodfield Neighborhood Collection System
(Refer to Exhibit 4)

Odor complaints in the West Hickman WWTP service area come from multiple sources but two specific areas are considered hot spots requiring unique attention.

1. Woodfield neighborhood – multiple addresses near Hobbs Way and Forest Lake Drive have reported odor issues in 2023. On at least two separate occasions, state air quality inspectors using Nasal Ranger equipment have detected odor exceeding the secondary ambient air quality standard. This neighborhood has been constructed in the last 20 years, odor complaints from this neighborhood are likely most attributable to its proximity to the WWTP but cross-connection potential should not be ruled out.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Woodfield neighborhood.

2. Cumberland Hill neighborhood – multiple addresses in the 900 block of Charwood Drive have reported odor issues in 2023. Over the years, Cumberland Hill has had an extensive history with odors, likely due to their proximity to West Hickman WWTP and the West Hickman 1 Trunk Sewer. This neighborhood was developed over 25 years ago, odor complaints from this neighborhood could be attributable to a variety of sources.

   The selected consultant will be required to coordinate a 2024 smoke testing investigation for the Cumberland Hill neighborhood. The selected consultant will also be tasked with evaluating the feasibility of installing "P traps" on the 8-inch collector sewers serving the neighborhood.

Site Specific Risk #5
West Hickman 1 Trunk Sewer System
(Refer to Exhibit 5)

The West Hickman 1 Trunk Sewer System is the primary sewer trunk upstream from West Hickman WWTP. It receives flow from two Class A pumping stations and a gravity service area of nearly 870 acres. Aside from the West Hickman WWTP, this trunk sewer system and the pumping stations directly discharging to it are potentially the greatest source of odors impacting densely populated areas between Man O War Blvd. and the plant.

Lexington is concerned that this trunk sewer "breathes" in such a way that odors escape multiple points and becomes trapped in the valley beginning at the plant and extending upstream. The selected consultant will be required to evaluate this "theory" and provide recommendations of how to maintain a negative pressure on the system to the point of delivering odorous air to a treatment point.

Site Specific Risk #6
Various Class A Sanitary Pump Stations
(Refer to Exhibit 6)

The following Class A pump stations have the most "history" as odor sources and/or odor generators. A complete list of Lexington pump stations is provided as Exhibit 6.

Pump Station	Address	Station Odors	ARV / Discharge Odors
East Hickman	3316 Buckhorn Drive	X	X
Lower Town Branch	3231 Leestown Road	X	
South Elkhorn	2500 Bowman Mill Road	X	X

The consultant will be tasked with evaluating the odor contribution of these stations with the primary early emphasis on chemical treatment of station effluent and its impact on air release valve discharges for all Class A sanitary pumping stations.

Site Specific Risk #7
Key Sanitary Manhole Carbon Inserts Locations
(Refer to Exhibit 7)

Lexington has historically utilized CHEMTREAT as an odor control method at key manholes and air release valves (ARVs). The current list of these locations is provided in Exhibit 7. The origin of this list is uncertain and is assumed to be complaint driven.

The consultant will be tasked with evaluating each of these sites and examining:

- The likely purpose of treating each location.
- The viability of continued treatment of each location.
- The benefit of adding or relocating treatment locations.
- Alternative treatment options for each location.

Other Odor Risk Factors Requiring Evaluation

During the fall of 2023, Lexington staff engaged numerous citizens who are experiencing either occasional or frequent sewer odor problems. Those engagements led to questions that remain unanswered because they require more detailed evaluation. In addition to work associated with the Site-Specific Risk locations described above, the consultant will be tasked with evaluating and responding to the following questions.

1. If low flows and the lack of rain are the root cause of seasonal odor complaints, why doesn't the city add more fresh water to the sewer system by:
    a. Purchasing water from Kentucky American Water Company (KAWC) and adding it at key locations during key times of the day?
    b. Working with KAWC to integrate the hydrant flushing program with adding fresh water to the system?
    c. Sending reclaimed plant effluent back up into the system to augment low flows?
2. How does typical fall weather impact the escalation of complaints?
    a. What can be done at the treatment plants to overcome the impacts of temperature inversions?
    b. Are exhaust stacks too low and trapping odor in the valleys when winds subside and the surface temperature cools at night?
    c. Can odorous air be stored at night and then treated for release during the warmer daylight hours?
3. What is the odor impact of pump station discharges, are pumps stopping and starting so frequently that the air release valves are constantly discharging odorous air?
4. How is Lexington adding chemicals at key pump stations and is it effective in reducing / preventing odors?

Odor Control Communication Plan

Working with Lexington's Government Communication staff, the consultant will be expected to participate in the development of an Odor Control Communications Plan.

Minimum First Year Meetings and Presentations Schedule

1. One in person system orientation / project kick-off session (one to three day period).
2. Monthly virtual progress meetings with Division of Water Quality staff.
3. Four (4) recorded project update presentations suitable for posting on YouTube.
4. Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

Fee Considerations

- Fees for services rendered under the executed contract should be based on the fee schedule provided with the proposal.
- Consultant travel cost is capped at $250 per day per team member and is applicable only to those team members located more than 100 miles from Lexington. Coach air fare costs will be approved on a case-by-case basis. Expenses above the cap are the responsibility of the consultant. Lexington reserves the right to limit the travel of team members who are not substantively contributing to a specific outcome.
- A travel budget for Lexington team members will be established during the contract award phase. The purpose of this budget will be to make site visits, when necessary, to better understand applicable technology used by other odor generating facilities.

List of Exhibits

1. Town Branch WWTP layout
2. West Hickman WWTP layout
3. Collection System Map – Meadowthorpe and areas in direct proximity to TW WWTP
4. Collection System Map – Woodfield and Cumberland Hill
5. West Hickman 1 Trunk Map
6. Key Class A Pumping Stations
7. Key Manhole Carbon Inserts List
8. Statement of hourly rates form
9. Task Order form

General Submittal Requirements

Individual Statement of Qualifications (SOQ's) should be submitted as required by the Division of Central Purchasing and further described in prior sections of this solicitation. SOQs shall be no more than forty – five (45) pages, excluding tabs/dividers, and shall be structured as follows:

1. Letter of Transmittal (one page maximum)

2. Firm Qualifications (fifteen pages maximum)

- Provide an executive summary explaining why the team should be selected to provide services for this project, along with general information about the team (prime and subconsultants) related to their history and general qualifications. The executive summary should describe any unique qualifications provided by the firm that demonstrate proficiency in completing the tasks associated Goals and Objectives stated in the advertisement. Emphasis on the Project Manager's experience in these areas is of utmost importance and will be viewed favorably over experience of the firm. Individuals offered as subject matter experts will be expected to actively participate in the success of the program. Substitution is lesser qualified individuals could lead to termination of the contract.

3. Project Team (fifteen pages maximum)
   - Provide an organizational chart identifying the project manager(s), project engineers, surveyors, geotechnical sub-Consultant (as necessary), Disadvantaged Business Enterprise (DBE) Firm / Minority Business Enterprise Firm (MBE), and others as required. The identified team members must have measurable experience and contributions associated with the Firm Reference Projects identified in Item 5 below. The organizational chart should clearly indicate the services to be provided by all sub-Consultant firms. Include locations and one-page resumes of key project team individuals that will be providing substantial contributions to work products. This section shall also include a Risk Management Plan for substitute staffing in the event that key staff leaves the project team prior to completion of any Task Order.

4. List of Three (3) Clients for which similar work has been performed (one page maximum)
   - Provide client name, contact person, contact phone number, and email address, and identify by name similar projects completed for each client.

5. Four (4) Firm Reference Projects (eight pages maximum)
   - Provide the project name, date, services provided, and a project description detailing the scope of the project and project construction cost. List only those projects where a key member of the project team provided a substantive contribution to the project completion.

6. Local Office (one page maximum)
   - Statement of presence of local office(s) for all firms comprising a Project Team, when the local office was established, local office staffing (number in each local office), and local office utilization (estimated percent of potential project services to be performed by the local offices). "Local office" shall be defined as being located in Fayette County Kentucky or a county whose boarder is contiguous with Fayette County (Franklin, Scott, Bourbon, Clark, Madison, Jessamine or Woodford counties).

7. Disadvantaged Business Enterprise (DBE) Involvement (one page maximum)
   - Provide a statement regarding the commitment to meeting the goals of LFUCG's DBE program (see below).

8. Statement of Hourly Rates (one page maximum - format provided)
   - Provide detailed information regarding the hourly rate for all personnel expected to work on the project(s), including project managers, project engineers, engineering/CAD technicians, clerical and two-man survey party crews. Hourly rates should be clearly

assigned to all position titles that are identified on the Project Team section. This hourly rates will be the fee basis for any additional work requested by LFUCG.

9. Lump Sum Fee Estimate Appendix B Scope (one page maximum)

Contract Duration

The contract term will be for 365 days as measured from the Mayor's signature date on the contract. There will be no more than four (4) annual renewals following the initial 365 day term. Renewals must be approved by the Urban County Council.

Method of Invoice and Payment

The Consultant shall submit monthly invoices for basic services or work rendered. Each invoice shall show the amount to be paid, the subtotal of all prior invoices, and the LFUCG Purchase Order Number against which the invoice is to be charged and note the portion of the amount invoiced that is for work performed by a DBE subcontractor. The Division of Water Quality - Project Manager will either approve or deny each invoice within fourteen (14) calendar days of receipt.

Stop Work Notice

The Consultant shall at all times monitor time allotted and amounts invoiced for tasks and activities as compared to their original estimates and expectations. The Consultant shall notify the Division of Water Quality immediately upon discovery of facts that may necessitate a change in the contract amount or may extend the contract time. If the change is expected to exceed ten percent (10%) of the original contract amount, the Consultant shall immediately stop all work related to this Scope of Services. Work shall not recommence without written notification from the Division of Water Quality. The Consultant shall submit all requests for changes to the Division of Water Quality in writing, and shall be present when the issue is discussed before the Urban County Council. Failure by the LFUCG to endorse the requested change does not relieve the Consultant of the contractual requirements and activities defined by this entire Scope of Services.

LFUCG reserves the right to terminate the contract when a mutually satisfactory agreement cannot be reached in a timely manner. All engineering project data must be submitted to LFUCG upon request. If it is determined that the Consultant failed to notify LFUCG on a timely basis regarding insufficient fee or inadequate schedule, LFUCG reserves the right to terminate the contract at any time thereafter.

Disadvantaged Business Enterprise (DBE) Notice

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of work conducted in this program be subcontracted to DBEs. The goals for the utilization of certified DBEs as subcontractors are recommended goals. Consultants who fail to meet such goals will be expected to provide written explanation to the EEO Officer and the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they

are successful in accomplishing the recommended goals will be a consideration in the procurement process. For assistance in locating DBE subcontractors contact the following Urban County Government agency:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
(859) 258-3320

Note: Consultants may, but are not required to, identify specific DBE subconsultants in their prequalification submittal. However, they must state their commitment to meeting the goals of LFUCG's DBE initiatives.

APPENDIX A

Lexington's sanitary sewer system is a separate system (no combined sewers) serving a population of approximately 322,000 within a service area of 85 square miles. The service area includes two wastewater treatment plants serving eight geographic sewersheds.

Town Branch WWTP – 30 MGD organic capacity serving the following sewersheds

- Town Branch
- Wolf Run
- Cane Run
- North Elkhorn

West Hickman WWTP – 33.8 MGD organic capacity serving the following sewersheds

- West Hickman
- East Hickman
- South Elkhorn
- Boone Creek

The collection and conveyance system is composed of the following LFUCG maintained assets (all quantities are approximate):

- 1,320 miles of gravity sewer lines, 4-inch to 96-inch in size
- 69 miles of sanitary force mains, 2-inch to 36-inch in size
- 37,417 manholes
- 75 pumping stations
- Five (5) Wet Weather Storage (WWS) Complexes (tank / diversion pump station)
- One (1) WWS tank at Town Branch WWTP
- Two (2) WWS tanks at West Hickman WWTP

LFUCG wastewater pumping stations are divided into four (4) classes based on the pumping capacity. The numbers of wastewater pumping stations in each class are as follows:

- Class A – 3,000 GPM and greater (8 pumping stations)
- Class B – 1,000 GPM to 2,999 GPM (6 pumping stations)
- Class C – 75 GPM to 999 GPM (47 pumping stations)
- Class D – less than 75 GPM (14 pumping stations)

APPENDIX B
Professional Engineering Services
West Hickman WWTP Solids Storage Odor Control
Town Branch WWTP Primary Clarifier Odor Control
Upgrades

Background

Lexington's West Hickman Wastewater Treatment Plant (WH WWTP) is located at 645 W. Hickman Plant Road., Nicholasville, Kentucky. The plant has a history of odor complaints, likely due to its proximity to residential properties and the topography of the area.

Lexington's Town Branch Wastewater Treatment Plant (TB WWTP) is located at 301 Jimmy Campbell Lane, Lexington Kentucky and has also experienced an escalation in odor complaints.

Lexington is in the beginning stages of a system wide overhaul of its municipal wastewater odor control systems and has identified the West Hickman solids storage complex and the Town Branch primary clarifiers as productive early action projects for the near-term reduction in odor releases that generate complaints.

WH WWTP Gravity Thickeners

The existing gravity thickener odor control system is activated carbon installed around 1990 with 29,585 pound (max.) dual vessels containing Hetron 922 resin. The condition of the carbon is unknown other than replacement for one vessel reportedly occurred about 18 months ago.

WH WWTP Aerated Sludge Holding (ASH) Tanks

The ASH tanks came into service around 2002 but were not regularly used due to alleged odor issues. Two ASH tanks were equipped with aluminum covers around 2015, with odor control provided by a dual stage wet scrubber manufactured by Siemens Corporation. The dual stage design using bleach and caustic soda has been compromised and now the unit appears to operating as a single stage using the Evergreen process provided by Source Technologies.

TB WWTP Primary Clarifiers

The primary clarifiers at TB WWTP are configured as follows:

South Bank – units 1 thru 6
North Bank – units 7 thru 12

The influent and effluent channels for each bank are covered with solid aluminum panels. Odorous air from each bank is collected and treated by one (1) ECS Environmental Solutions VX-4800 activated carbon unit (south bank in photo). Recent data collection has revealed that these units lack the capacity to effectively remove the hydrogen sulfide levels that exist under the channel covers.

The objective of this project is to design and install replacement equipment for the equipment identified above that is capable of reliably removing the expected hydrogen sulfide (H_2S) levels. The target performance is to:

- Maintain a constant negative pressure on the covered tanks and channels,
- Collect 100% of the odorous air for subsequent treatment by an odor control system operating year-round.
- Be equipped with system performance measures (inlet and outlet hydrogen sulfide concentrations, pressure differentials, etc.) that can be easily monitored / recorded, at a minimum, on a daily basis.
- Achieve 99% removal of hydrogen sulfide.

Samples collected on November 28, 2023 recorded hydrogen sulfide levels at these locations.

Table 1

Location	H_2S Concentration (ppm)
WH WWTP Gravity Thickeners	10
WH WWTP ASH Tanks	29
TB WWTP N Primaries	36
TB WWTP S Primaries	31

The original design criteria for the N and S Primaries contained both an average and peak loadings recorded in 2021.

B. Performance Requirements: Provide two systems which shall be designed for the following operating conditions and shall meet the following performance criteria:

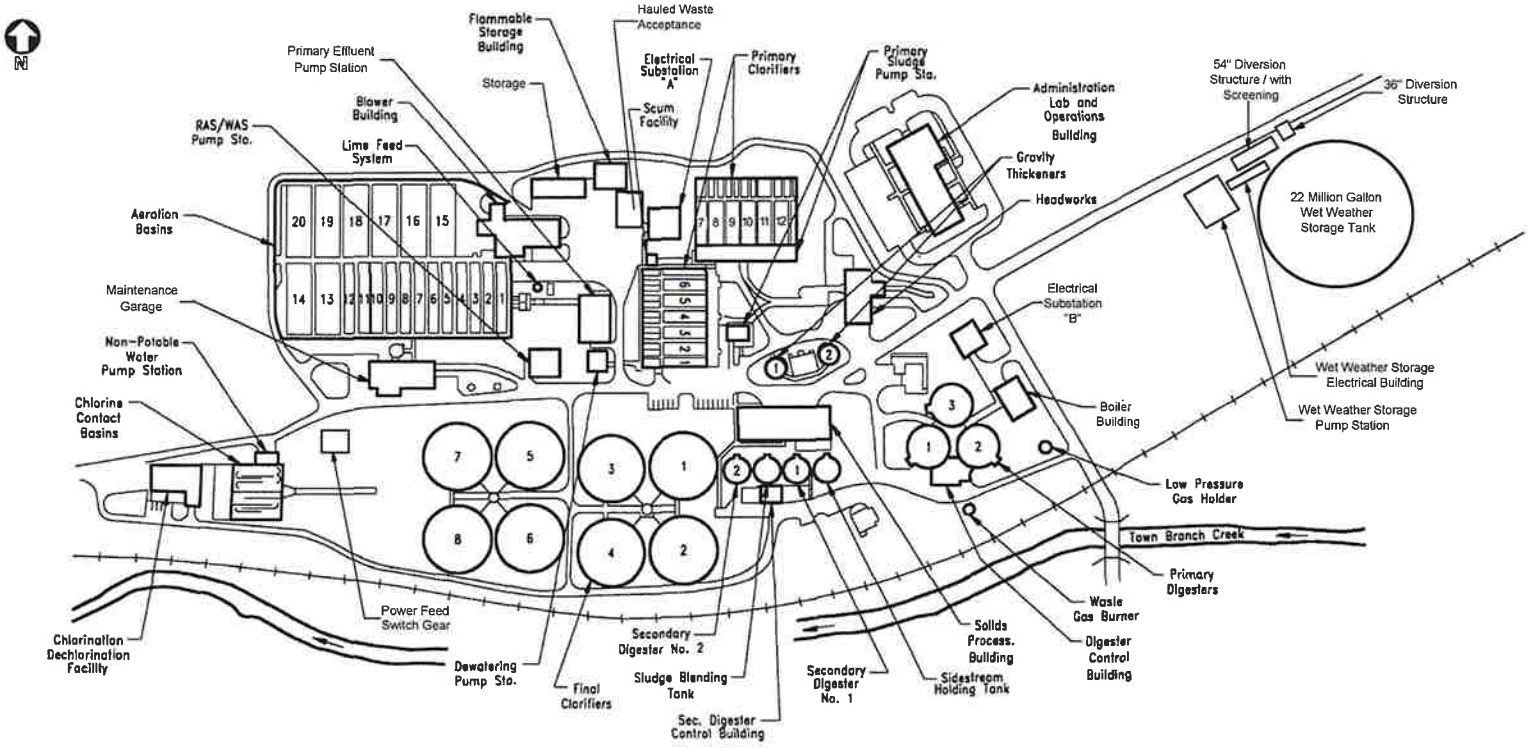
1. **Maximum air flow rate: 4,800 cfm each.**
2. **Average inlet H_2S concentration: 38 ppm.**
3. **Peak inlet H_2S concentration: 257 ppm.**
4. **Minimum removal efficiency: 99.0% removal of H2S, 90% removal of odor units (OU).**

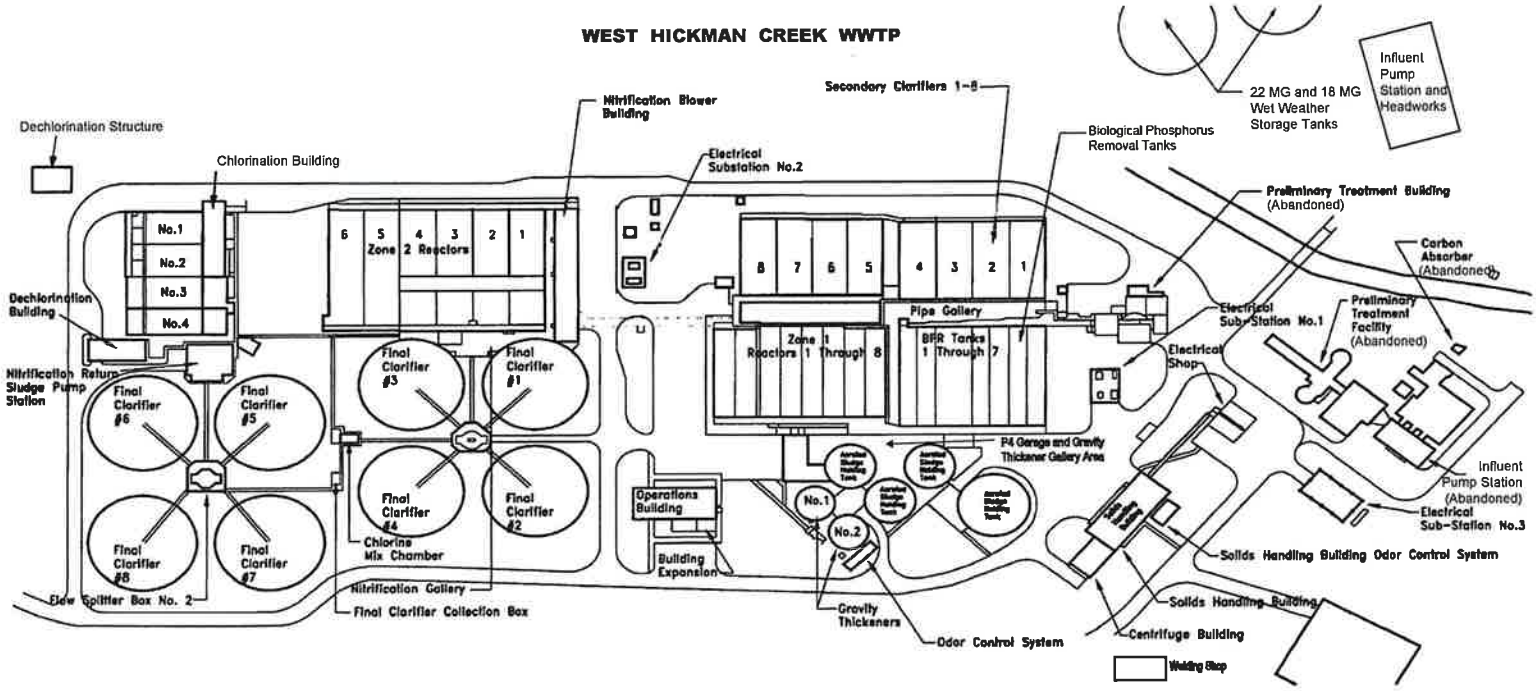
Scope of Services

1. **TASK 1**: Meet with the project team to develop and refine a project approach strategy that should include:
   a. Completing a thorough review of available record drawings to establish baseline operational data.
   b. Completing geometric measurements to verify that record drawing data matches actual field conditions.
   c. Reviewing any additional sampling results obtained by LFUCG.
   d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H_2S and 90% removal of odor units (OU).
   e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.

2. **TASK 2:** Using the letter report contents, the hourly rates provided in the Statement of Qualifications and direction provided by the DWQ project manager, execute all design, bidding and construction management services necessary for the installation of LFUCG approved odor control alternatives serving the four (4) locations listed in Table 1.

TOWN BRANCH WWTP




WEST HICKMAN CREEK WWTP
Dechlorination Structure
Chlorination Building
Nitrification Blower Building
Secondary Clarifiers 1-8
Electrical Substation No.2
Biological Phosphorus Removal Tanks
22 MG and 18 MG Wet Weather Storage Tanks
Influent Pump Station and Headworks
Preliminary Treatment Building (Abandoned)
Carbon Absorber (Abandoned)
Dechlorination Building
Nitrification Return Sludge Pump Station
No.1
No.2
No.3
No.4
6 5 4 3 2 1
Zone 2 Reactors
8 7 6 5 4 3 2 1
Pipe Gallery
Zone 1 Reactors 1 Through 8
BFR Tanks 1 Through 7
Electrical Sub-Station No.1
Preliminary Treatment Facility (Abandoned)
Electrical Shop
Final Clarifier #3
Final Clarifier #1
Final Clarifier #6
Final Clarifier #5
Final Clarifier #4
Final Clarifier #2
Final Clarifier #8
Final Clarifier #7
Chlorine Mix Chamber
P4 Garage and Gravity Thickener Gallery Area
Operations Building
Building Expansion
No.1
No.2
Influent Pump Station (Abandoned)
Electrical Sub-Station No.3
Solids Handling Building Odor Control System
Flow Splitter Box No. 2
Nitrification Gallery
Final Clarifier Collection Box
Gravity Thickeners
Odor Control System
Solids Handling Building
Centrifuge Building
Welding Shop

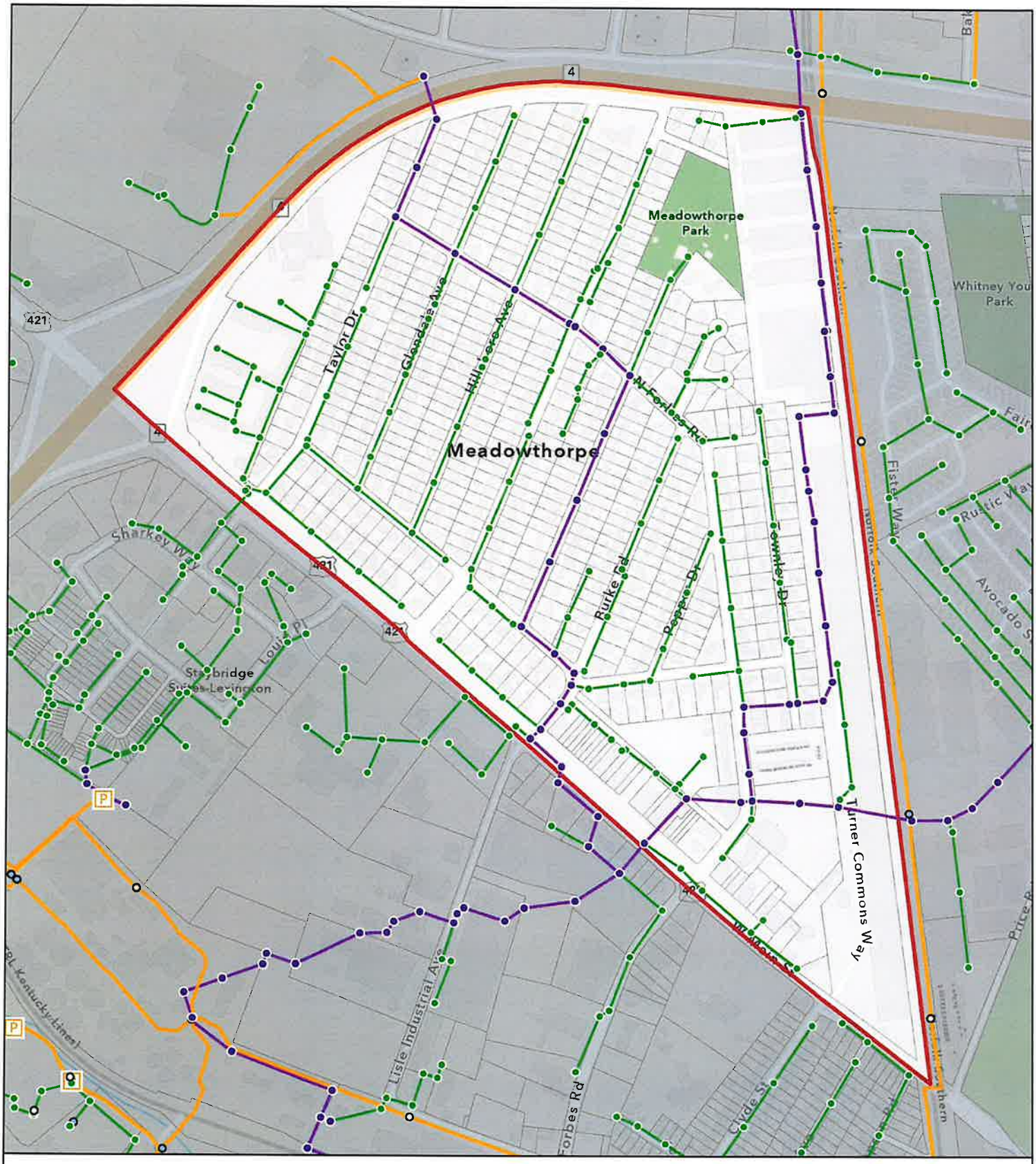


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Exhibit 3

Smoke Testing RPQ Areas

Project Area: Meadowthorpe Neighborhood (267 Acres)

Collection Pipe — Trunk Sewer — Force Main

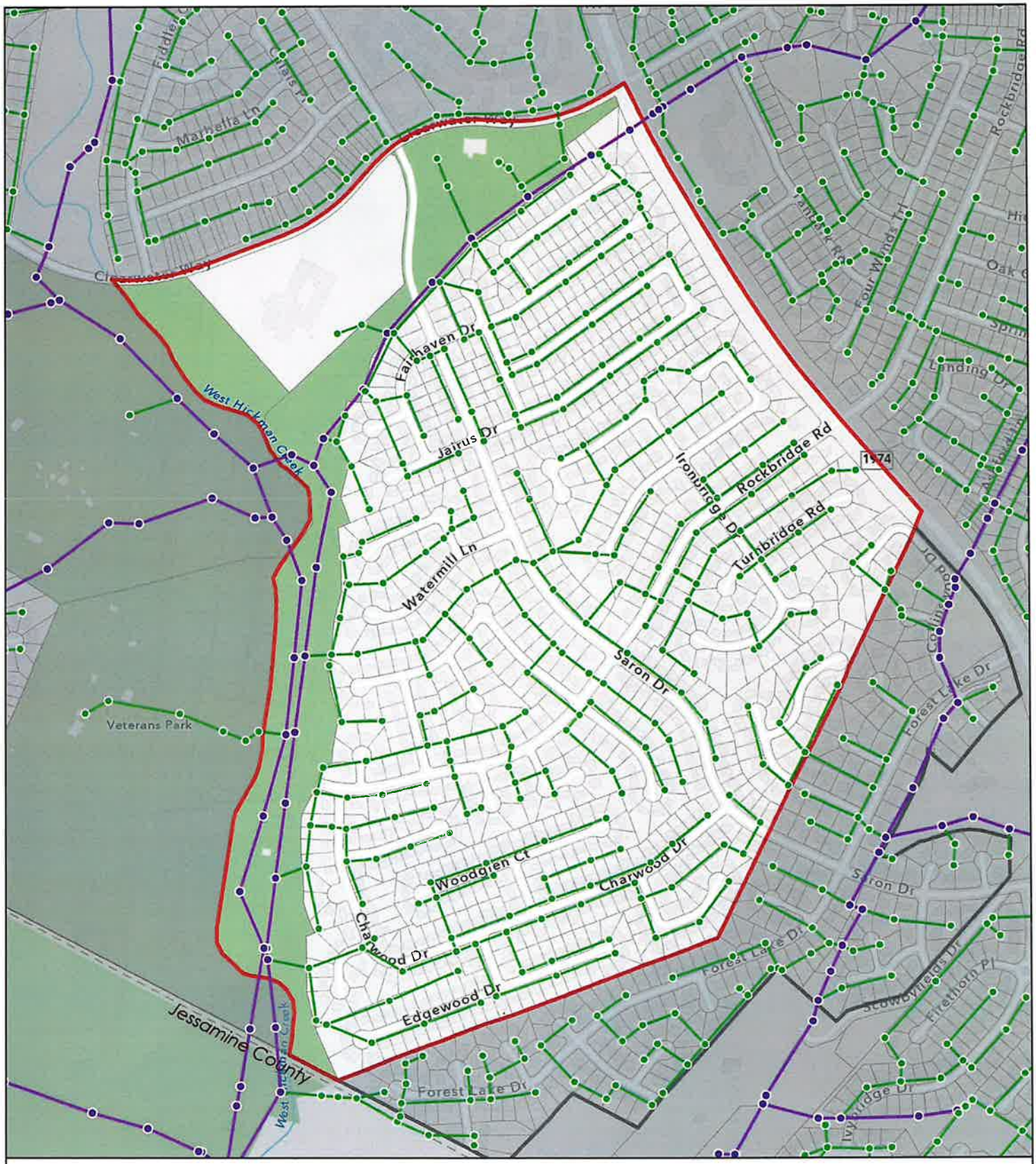

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Exhibit 4

Smoke Testing RPQ Areas

Project Area: Cumberland Hill Neighborhood (296.9 Acres)

Collection Pipe — Trunk Sewer

LEXINGTON

Exhibit 4

Smoke Testing RPQ Areas

Project Area: Woodfield Neighborhood (72 Acres)

Collection Pipe — Trunk Sewer

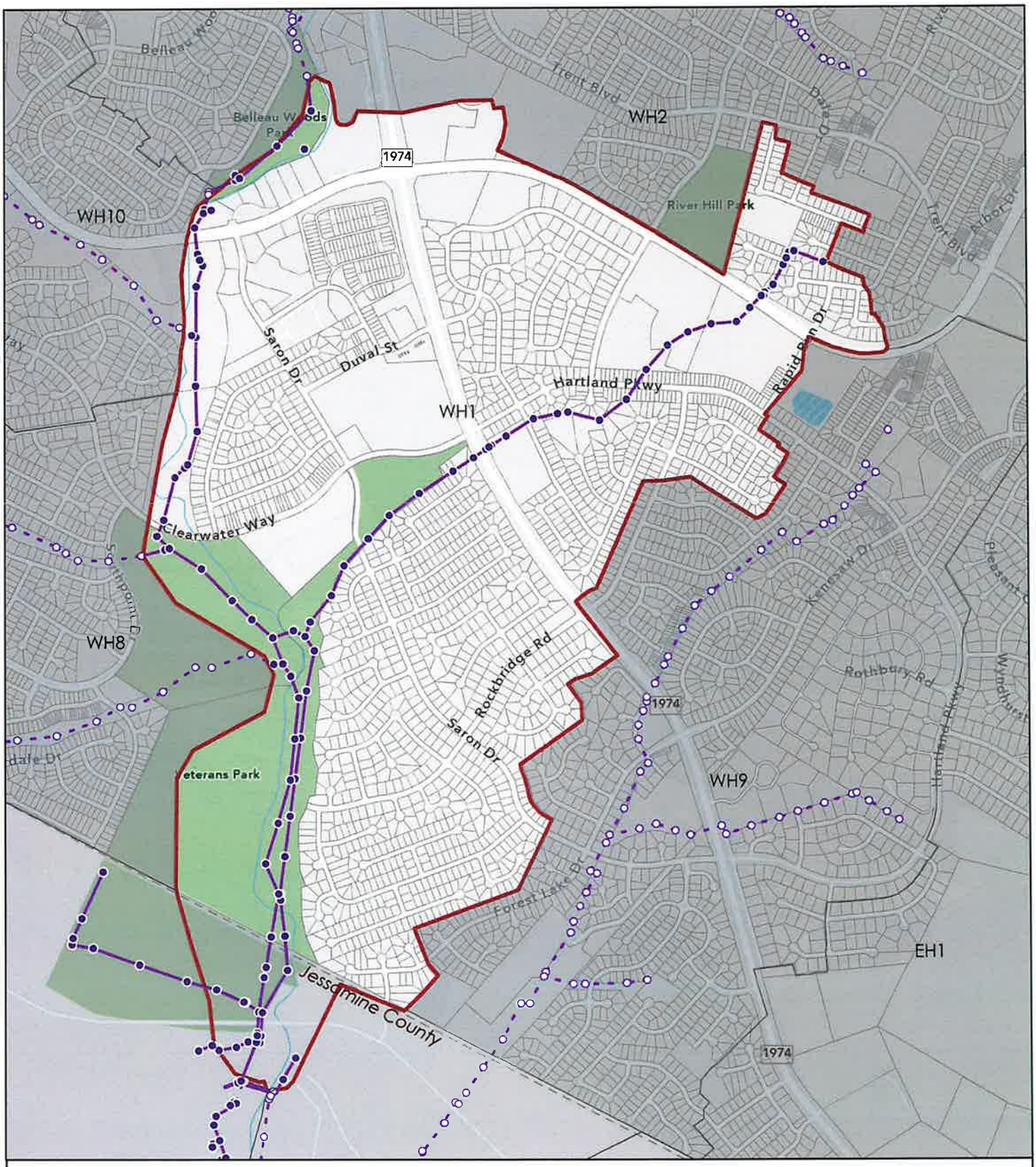

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Exhibit 5

Smoke Testing RPQ Areas

West Hickman 1 Sewershed (871.1 Acres)

WH1 Trunk Sewer Other Trunk Sewer

Connected Sewersheds in Total Acres	
East Hickman:	7,511.9
South Elkhorn:	7,332.2
West Hickman:	11,519.6
Total:	*26,363.7*

EXHIBIT 6

2023 SORP
List of Pumping Stations
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
1	ARMORY	4309 AIRPORT RD	D	1996
2	*ARMSTRONG MILL ROAD	2755 ARMSTRONG MILL RD	B	1984
3	BAKER COURT	1331 BAKER CT	D	2019
4	BLUE SKY	301 UNITED CT	C	2014
5	BLUEGRASS FIELD	1031 AIR FRIEGHT DR	B	2011
6	BOONESBORO MANOR	5335 Athens Boonesboro RD	D	2016
7	BRACKTOWN	210 BETTY HOPE LN	C	2008
8	CISCO ROAD	109 CISCO RD	D	2002
9	CLAY'S MILL	3330 CLAY'S MILL RD	D	1990
10	DEEP SPRINGS	469 ANNISTON DR	B	2012
11	DIXIE	1459 HUNTSVILLE DR	C	2012
12	DOTSON PROPERTY	2828 SPURR RD	C	2004
13	EA3	1181 PROVIDENCE PLACE PKWY	A	2019
14	EAST HICKMAN	3316 BUCKHORN DR	A	2020
15	EAST HICKMAN	3316 BUCKHORN DR	WWS	2020
16	ELECTRONICS PARK	609 BIZZEL DR	C	1965
17	FINCASTLE	1711 CLAYS SPRING LN	C	1950's
18	GEORGETOWN FIRE	1136 FINNEY DR	C	1972
19	GOVERNMENT CENTER	200 E MAIN ST	C	1967
20	GREENBRIER #2	3592 WINCHESTER RD	C	1981
21	GRIFFIN GATE	1960 STANTON WAY	C	2011
22	GRINDER	4260 AIRPORT RD	D	1980
23	HALEY PIKE	4216 HEDGER LN	C	2009
24	HAMBURG PLACE	1936 PAVILION WAY	C	2014
25	HARBOR FREIGHT	1393 E. NEW CIRCLE RD	C	2007
26	HARTLAND #1	3630 TIMBERWOOD LN	C	2016
27	HARTLAND #2	2140 LEAFLAND PL	C	2023
28	HARTLAND #3	4904 HARTLAND PKWY	C	2023
29	HORSE PARK	4020 JOHN HENRY LN	C	2000
30	JOHNSON PROPERTY	1860 MILLBANK RD	C	2006
31	KEENELAND	4091 VERSAILLES RD	C	1991
32	LAKE TOWER	543 LAKETOWER DR	C	1976
33	LAKESHORE DRIVE	550 LAKESHORE DR	C	2023
34	LANDFILL #1	1765 OLD FRANKFORT PIKE	D	2002
35	LANDFILL #2	315 JIMMIE CAMPBELL DR	D	2002
36	*LEESTOWN INDUSTRIAL	168 TRADE ST	C	1983
37	LEXINGTON MANOR	850 BYARS AVE	C	1950's
38	LEXINGTONIAN ESTATES	3300 VERSAILLES RD	D	2007
39	LIBERTY ROAD	2101 LIBERTY RD	D	2019
40	LOUDON AVE	682 E LOUDON AVE	D	1999
41	LOWER CANE RUN	1760 MCGRATHIANA PKWY	A	1994
42	LOWER CANE RUN	1760 MCGRATHIANA PKWY	WWS	2017

Summary

Class A Stations:	8
Class B Stations:	6
Class C Stations:	47
Class D Stations:	14
Wet Weather (WWS)	5
	80

Flow Rates	
Class A Station:	3000+ GPM
Class B Station:	1000-2999 GPM
Class C Station:	75-999 GPM
Class D Station:	0-74 GPM

2023 SORP
List of Pumping Stations
Appendix A

	NAME	ADDRESS	CLASS	INSTALLATION DATE
43	LOWER CANE RUN #2	2906 SULLIVANS TRCE	B	2006
44	LOWER TOWN BRANCH	3231 LEESTOWN RD	A	1999
45	MARSHALL	249 LONG BRANCH LN	C	2000
46	McCUBBIN	526 MCCUBING DR	C	1980
47	MINT LANE	1510 MAN O WAR	B	1998
48	NORTH ELKHORN	2201 ELKHORN RD	A	2009
49	NORTH ELKHORN #2	2589 WINCHESTER RD	A	2014
50	OLD PARIS PIKE	2138 OLD PARIS RD	C	2001
51	OLD PARIS PIKE #2	2021 OLD PARIS RD	D	2009
52	PALOMAR HILLS	2212 SILKTREE CT	C	1987
53	PARADISE LANE	700 Wilderness Rd	D	2017
54	PICADOME	495 PARKWAY DR	B	2001
55	PIZZA HUT	2920 TATES CREEK RD	D	1986
56	RED MILE	1101 WINBAK WAY	C	2014
57	RESERVE	5399 TATES CREEK RD	C	2009
58	RIVER PARK	1419 TRENT BLVD	C	2023
59	ROLL CALL CENTER	1793 OLD FRANKFORT PIKE	C	1992
60	SANDERSVILLE ROAD	1673 JAGGIE FOX WAY	C	1994
61	SHADELAND	857 GLENDOVER	C	1964
62	SHARKEY PROPERTY	315 LISLE INDUSTRIAL AVE	C	2003
63	SHARON VILLAGE	1985 HAGGARD CT	C	2021
64	SOUTH ELKHORN	2500 BOWMAN MILL RD	A	2010
65	SPICEWOOD	253 CHESTNUT RIDGE DR	C	2000
66	SPINDLE TOP	2330 RESEARCH DR	C	2000
67	SPURR RD	3316 SANDERSVILLE RD	C	2006
68	ST. MARTINS	959 ST MARTINS AVE	C	1963
69	THOMPSON PROPERTY	2209 WALNUT GROVE LN	C	2001
70	TOWN BRANCH	335 JIMMIE CAMPBELL DR	C	2017
71	TRAFTON	150 TRAFTON ST	C	1988
72	TRANSIT CENTER	220 EAST VINE ST	C	1992
73	UPPER CANE RUN	750 NANDINO LN	WWS	2022
74	VAUGHAN	255 S FORBES RD	C	1996
75	WALNUT GROVE	3280 HATFIELD LANE	C	2009
76	WEST HICKMAN 7 WWS	2425 RICHMOND RD	WWS Pump Station	2019
	WEST HICKMAN 7 WWS	105 QUITION COURT	WWS	2019
77	WILDERNESS TRACE	535 WILDERNESS RD	C	2007
78	WOLF RUN	689 BYRD THURMAN	A	2014
79	WOLF RUN	1104 KILRUSH DR	WWS	2016
80	WOODBINE	525 WOODBINE DR	C	1980

* New station currently under construction

EXHIBIT 7

	MANHOLE CARBON INSERTS			
	ADDRESS	**# OF UNITS**	**MANHOLE ID #**	**VENDOR**
1	Bowman Mill Road SEPS	1	SE1_5010	CHEMTREAT
2	Bowman Mill Road	1	SE09_ARV1	Inactive 2023
3	SE New	1	SE1_5009	CHEMTREAT
4	2405 Olde Bridge Lane	2	SE09_ARV2	Inactive 2023
5	2424 CreekView	1	SE1_684	CHEMTREAT
6	2424 CreekView	1	SE1_685	CHEMTREAT
7	4073 Palmetto Dr.	1	SE1_6508	CHEMTREAT
8	3980 Winthrop	2	SE09_ARV14	CHEMTREAT
9	4525 Grey Oak Ln	2	SE09_ARV20	CHEMTREAT
10	898 Fairhaven dr	1	WH1-266	CHEMTREAT
11	795 Jairus Drive	1	WH1_269	CHEMTREAT
12	3292 Eagle View Ln	1	EH4_1017	CHEMTREAT
13	161 North Eagle Creek Dr	1	EH4_55	CHEMTREAT
14	4011 Todds rd	1	EH6-482	CHEMTREAT
15	3881 Barnard dr	1	EH6-469	CHEMTREAT
16	716 Wilderness trace	1	WH7-878	CHEMTREAT
17	1669 Old Paris Pike	1	NE09_ARV9	CHEMTREAT
18	201 Price rd (tracks)	2	LCR_ARV8	Inactive 2020
19	401 Lafayette Pkwy	1	WR4_254	CHEMTREAT
20	601 West Third Street	2	NE09_ARV17	Inactive 2020
21	207 Legends Lane	1	NE09_ARV11	Inactive 2020

Updated 6/5/23DT

2024-2029
ODOR CONTROL MASTER PLANNING
EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
Technician	Bob Jones	Tech III	$100	EXAMPLE
Project Manager				
Senior Engineer				
Engineer				
Sr. Environmental Scientist				
Environmental Scientist				
Technican				

2024-2029
ODOR CONTROL MASTER PLANNING
EXHIBIT 8

CLASSIFICATION	EMPLOYEE NAME	ACTUAL TITLE	HOURLY RATE	
GIS Technician				
Survey Crew				
Subcontractors				
Clerical				
Other				

The purpose of Exhibit 8 is to establish hourly rates to be used to complete Exhibit B and to complete other work issued via Task Order.

LFUCG TASK ORDER NO. _____
2024-2029 ODOR CONTROL MASTER PLANNING
LFUCG RFP #_____ / RESOLUTION NUMBER _____

	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
Telephone		859-425-2400
Fax		859-254-7787
E-Mail		chmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

SCHEDULE OF WORK

FEE

ACCEPTED BY:

Consultant's Authorized Signature

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

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

LFUCG TASK ORDER NO. _____
2024-2029 ODOR CONTROL MASTER PLANNING
LFUCG RFP # _____ / RESOLUTION NUMBER _____

FEE SCHEDULE

	TASK	ESTIMATED FEE	APPROVED BY	DATE
1				
2				
3				
4				
	TOTAL			

EXHIBIT B

CERTIFICATES OF INSURANCE

WEBSENV-01 SNEWMAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kimberly Pratt	
Lexington (BCK) / AssuredPartners NL 2443 Sir Barton Way, Suite 400 Lexington, KY 40509	PHONE (A/C, No, Ext): (859) 685-6516 6516	FAX (A/C, No): (859) 685-6516
	E-MAIL ADDRESS: kimberly.pratt@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Selective Insurance Company of America	12572
INSURED	INSURER B : Clearpath Insurance Company	16273
Webster Environmental Associates Inc. 13121 Eastpoint Park Blvd, Ste E Louisville, KY 40223	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO	X	X	S 1940389	5/11/2023	5/11/2024	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A		WC100-0009342-2023A	5/11/2023	5/11/2024	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lexington-Fayette Urban County Government is listed as Additional Insured on Automobile Liability.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 E Main St
Lexington, KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1700 Eastpoint Parkway
Louisville KY 40223

License#: 2081754
WEBSENV-01

CONTACT NAME: Cheryll Clayton
PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No):
E-MAIL ADDRESS: CClayton@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Company	44520
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Webster Environmental Associates, Inc.
13121 Eastpoint Park Blvd, Suite E
Louisville KY 40223

COVERAGES **CERTIFICATE NUMBER:** 209624104 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	EPK-144160	6/8/2023	6/8/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X 10,000 Ded						MED EXP (Any one person)	$ 5,000
	X Pollution Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	Y	Y	EXBIND2324	6/8/2023	6/8/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions Liability Retro Date: 12/10/20		Y	EPK-144160	6/8/2023	6/8/2024	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lexington-Fayette Urban County Government is included as Additional Insured with respects to General Liability, as per written contract.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
200 E Main St
Lexington KY 40507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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LEXINGTON

RFP-51-2023
Webster Environmental Associates Inc.
Supplier Response

Event Information

Number: RFP-51-2023
Title: Odor Control Master Planning
Type: Request for Qualifications
Issue Date: 12/8/2023
Deadline: 1/11/2024 02:00 PM (ET)

Contact Information

Contact: Brian Marcum
Address: Central Purchasing
Government Center Building
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: brianm@lexingtonky.gov

Webster Environmental Associates Inc. Information

Contact: Grant Thompson
Address: 13121 Eastpoint Park Blvd
Louisville, KY 40223
Phone: (502) 253-3443
Email: grant.thompson@odor.net

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Jim Ross
Signature

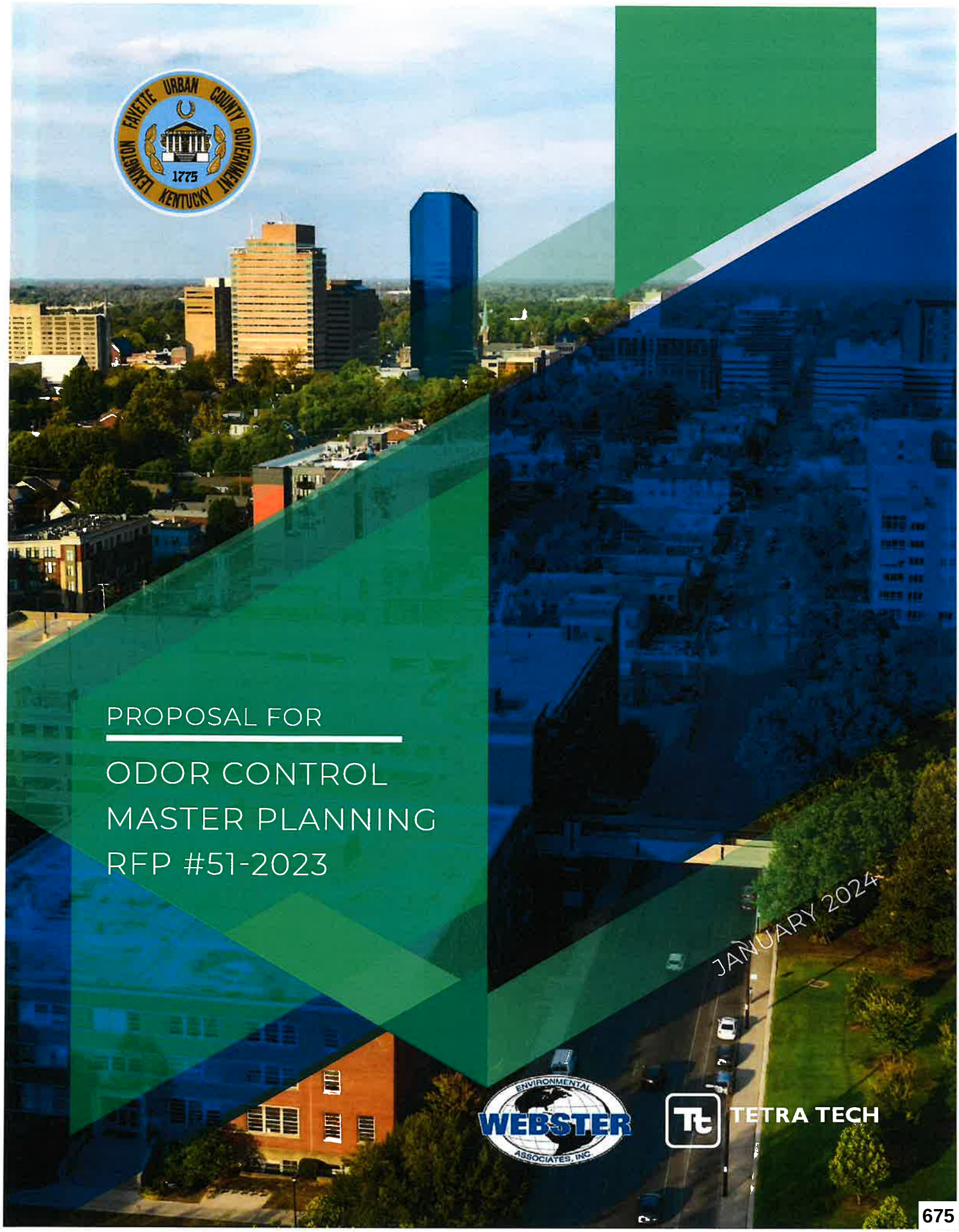
jim.ross@odor.net
Email

Submitted at 1/10/2024 10:44:46 AM (ET)

Response Attachments

LFUCG_OdorControlMasterPlanning_RFP51-2023_WEA-Proposal.pdf

Proposal from Webster Environmental Associates, Inc. in response to RFP-51-2023 Odor Control Master Planning.



PROPOSAL FOR

ODOR CONTROL MASTER PLANNING RFP #51-2023

JANUARY 2024

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

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Lump Sum Fee Estimate	39
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January 11, 2024

Lexington-Fayette Urban County Government
Brian Marcum - Central Purchasing
200 East Main Street
Lexington, KY 40507
859.258.3320
brianm@lexingtonky.gov

RE: Request for Proposal #51-2023 Odor Control Master Planning

To Whom it May Concern:

Webster Environmental Associates, Inc. (WEA) is pleased to submit the enclosed Proposal for the above referenced project. WEA is an engineering consulting firm that is devoted exclusively to odor control. Our current staff has completed over 800 successful odor control projects over the past 40 years and have over 100 years of combined experience. WEA's office is located next door in Louisville, KY, which will allow us to provide hands-on support throughout the project. Outside of WEA, there are only a handful of odor control experts in the country and no other reside in our state. We have the knowledge, experience, and expertise to solve your unique odor control problems.

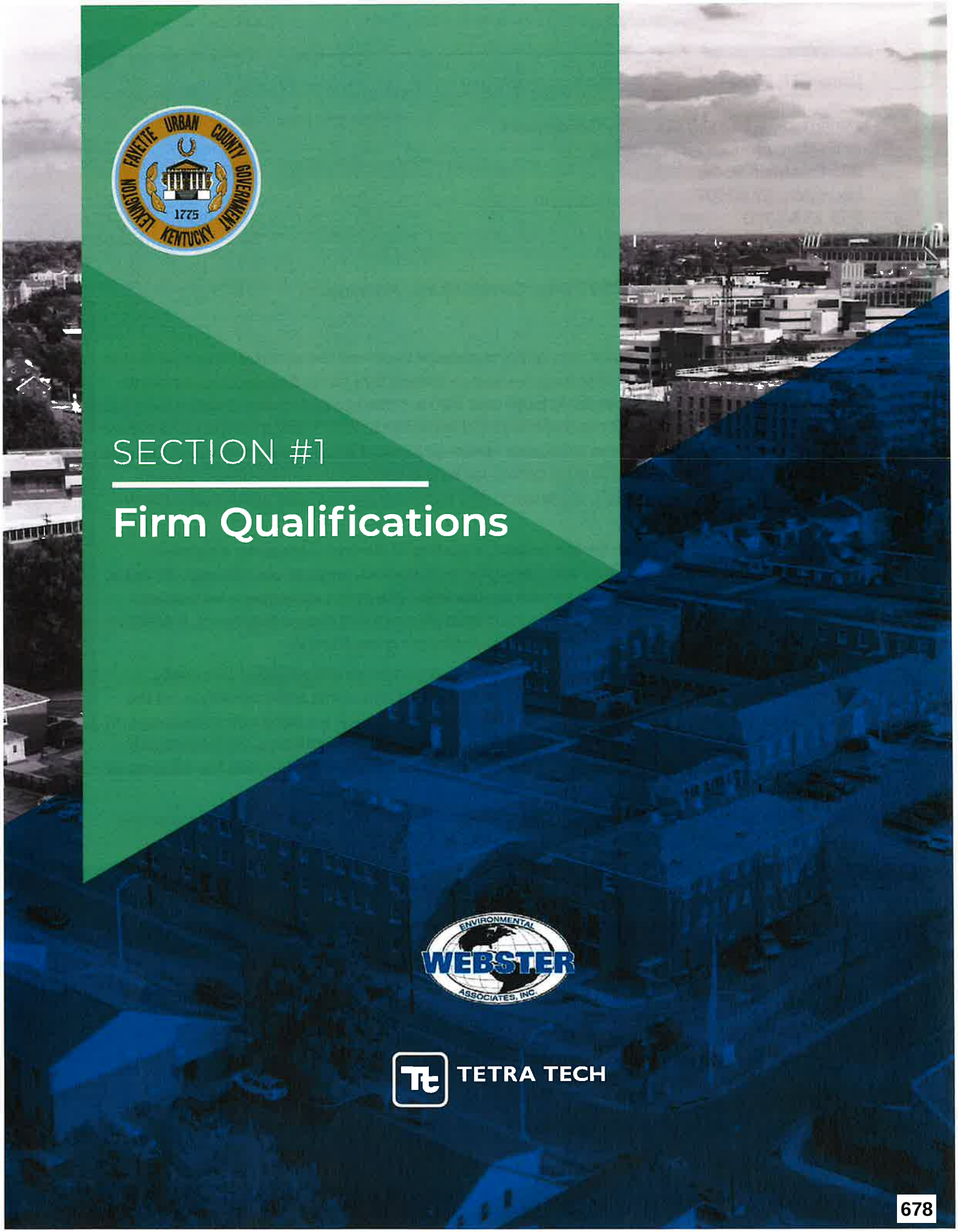
We have teamed with Tetra Tech for this project, a leading water and wastewater treatment system design firm who has worked with Lexington on numerous projects over the past 40 years. Our Team combines WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of combined electrical engineering experience.

I will serve as the Project Manager and principal contact person on this project. I personally have experience with every existing odor control system at both plants and am ready to hit the ground running. I will be involved in every facet of the project. WEA is a hands-on consulting firm, we have our own equipment, conduct all our own field testing, and work on every project as a team. Herb Lemaster of Tetra Tech will serve as the project Design Manager. Herb has 30 years of engineering consulting experience with Lexington.

Thank you for giving us the opportunity to submit this proposal and we look forward to working with you. Please don't hesitate to contact me with any questions you may have.

Sincerely,

Jim Ross, PE
President
Webster Environmental Associates, Inc.
jim.ross@odor.net
502.422.9070 (mobile)



SECTION #1

Firm Qualifications

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

FIRM QUALIFICATIONS

EXECUTIVE SUMMARY

WEBSTER ENVIRONMENTAL ASSOCIATES (WEA) and **TETRA TECH** have been working on odor control projects together for 15 years. Our experience includes over 800 completed odor control projects and a staff with over 100 years of municipal odor control experience. Our team joins WEA's expertise in odor control with Tetra Tech's expertise in wastewater process, mechanical, and structural design. Our team also includes Magna Engineers, a WBE firm whose staff has 120 years of electrical engineering experience.

Our team is local to Kentucky and has intimate knowledge of Lexington's facilities. WEA's office is in Louisville and has hands on experience with every odor control system at both plants. There are only a handful of odor control experts in the country and no other resides in our state. Tetra Tech's office is in Lexington and is a trusted consultant to LFUCG, having worked for the LFUCG for over 30 years. Magna Engineers is also located in Lexington and offers a strong track record in electrical design.

WEA has been conducting air sampling and testing, data analysis, and odor control system designs for municipal clients since 1981. Odor control engineering is all we do, every day. We have become world leaders in odor control engineering by providing personalized service, a unique understanding of the issues and creative solutions. We collect the required data and then develop innovative solutions that resolve the odor issues at the lowest possible capital and operating cost. We pride ourselves on staying current with the latest odor control technological advances and take great care to remain unbiased and completely independent when it comes to odor control equipment vendors and manufacturers. This allows us to select, size and recommend the system that best fits every situation.

As a recent example, WEA successfully designed Louisville MSD's first oxygen injection system to mitigate H2S and corrosion in the Ohio River Force Main (ORFM). This system has been in service for over two years now and has provided excellent performance. Additionally, WEA designed an air treatment system for an ARV on the ORFM that is located at the Botanical Gardens parking lot. This system is also providing excellent performance. WEA would encourage LFUCG to visit these installations and speak to MSD staff about their performance.

WEA is a hands-on consulting firm. We have our own equipment and conduct all our own field testing. The experience we gain by being in the field is critical to the success of our projects. WEA has completed hundreds of odor control studies and designs for wastewater treatment facilities and collection systems across the country. We know what works and we also know what doesn't; our experience has taught us a thing or two over the years.

Our team will be utilizing air dispersion modeling for this project. We will be using AERMOD, which is the EPA preferred model for near field sources. We have two fully trained modelers on staff who have completed hundreds of models. Modeling will be used to predict the off-site odor impacts from each odor source and to evaluate odor mitigation alternatives. This allows us to identify the most efficient and cost-effective odor control solutions without spending more than is necessary. Modeling can also be used as an effective tool to convey odor control plans and efforts to the public.

Jim Ross, PE will serve as the Project Manager for this project. Jim has served as Project Manager for numerous odor control projects and is well known as an expert in his field, having spoken at local and national conferences. Jim is located in Louisville and will be intimately involved in this project. Bruce Koetter will also be involved in this project, bringing his 33 years of odor control experience as well as his familiarity with both plants.

PROJECT BACKGROUND

LFUCG has experienced an increasing number of sanitary sewer odor complaints over the past several years. Complaints have occurred throughout the year but have escalated dramatically between August and November. The source of the odors are typically associated with the two treatment plants but are also likely associated with the collection system where long detention times are forming liquid sulfides, leading to the release of H2S and odors.

LFUCG is not alone in this experience. WEA has been working with clients across the country who have also seen a significant increase in odor complaints. Locally, Louisville MSD is currently also experiencing tremendous pressure related to odor complaints. Being a good neighbor requires more effort than it has in the past due to a less tolerant public toward odors. Public pressure can be overwhelming, and it is important to be able to develop and communicate a plan to the public that provides quick action and a long-term plan.

OVERALL APPROACH

The team will assist LFUCG to develop and implement a proactive odor control program which effectively prioritizes odor sources and develops short-term and long-term solutions to mitigate those sources. Our overall approach ensures that the following LFUCGs goals and objectives are met:

Objective #1- "Air quality treatment control processes we are currently using are working effectively."

WEA has conducted hundreds of odor control system evaluations and has been asked to teach on this topic at the national WEFTEC conference (Ross, Jim P., "How to Conduct a Comprehensive Checkup on Your Odor Control System", WEFTEC Odor Control Workshop, New Orleans, LA, September 2016). We have all the equipment and expertise needed to effectively evaluate each system. WEA has hands-on experience with every odor control system at both plants.

Depending on the odor control technology, the evaluation of an odor control system can be quite detailed. However, in general, odor control systems are required to do two things- capture foul air and treat foul air. Therefore, effective odor control systems must do both (maintain a negative pressure at the odor source and provide excellent odor removal).

The effective capture of foul air is typically dependent on airflow which is determined during the original design. Therefore, if the original design parameters are correct, then the field-tested airflows can be simply compared to the original design to ensure that they match. However, WEA also recommends field testing to verify that the original design airflows are sufficient for maintaining a negative pressure at the source. Historically, this has been done using smoke testing but WEA prefers to now use differential pressure monitors which are widely available. The benefit of differential pressure monitors is that they measure and record pressure over a period of time which capture pressure data under differing conditions such as flow variations, hatches being opened/closed, or doors being opened/closed.

Testing the effective treatment of foul air is focused on the odor control equipment and generally includes measuring airflow, pressure across the fan, pressure across the media, H2S removal, and odor removal. This work has already begun under the emergency PO which helped to identify the early action items included in this RFP.

The existing odor control systems at the Town Branch and West Hickman WWTP's are currently comprised of two technologies- carbon adsorption and chemical scrubbing. These technologies have been around a long time and can be effective in the right application. However, the drawback to these is that carbon is quickly exhausted when H2S is moderate to high and chemical scrubbing requires the handling and storage of hazardous chemicals.

Odor Control System Testing Town Branch WWTP

Objective #2- "Program maintains a system-based plan that routinely assesses vulnerabilities and proactively implements solutions to those vulnerabilities."

A proactive odor control plan is essential for staying ahead of the complaints. Our team will assist LFUCG with the development of this plan which would include the collection system and treatment plants.

On the collection system side, WEA can provide site-specific analysis and recommendations to ensure that odors are effectively treated. WEA is currently assisting Louisville MSD and the city of Jeffersonville, IN to evaluate their chemical feed programs. Both of these programs use calcium nitrate like LFUCG (Louisville uses Evoqua and Jeffersonville uses Aulick). Sharon Worley, PE heads this up who was a senior Engineer at Louisville MSD for nearly 30 years. This work includes:

- Development of an SOP
- Establishment of H2S limits at control points
- Evaluation of chemical dosages
- Evaluation of chemical effectiveness
- Review and input regarding vendor reports
- Prioritization of chemical feed locations
- Lab testing of chemical to verify composition

WEA also assisted Jeffersonville in developing an RFP to rebid their chemical feed program to tailor it to their needs. This work is helping these communities to catch small issues before they become big issues.

Assessing vulnerabilities in the collection system should also include the evaluation of equipment lifespan, encroachment due to development, and new facilities such as pump stations with their associated ARVs and discharge points. Low pressure sewer systems are also becoming more common in new developments and have their own set of potential odor concerns.

On the treatment plant side, odor control systems are notoriously forgotten about. Unfortunately, WEA often finds systems that are no longer operating as intended and end up requiring major repairs or replacement to get them up and running again. Therefore, a robust O&M program for the existing equipment is critical. Detailed maintenance records should be kept for each system, which helps to identify issues before the odor complaints start. Simple things like a broken fan belt, a frozen pipe, a non-greased bearing, etc...can lead to a major repair and significant downtime. In addition to the O&M plan, the following should also be considered:

- Annual third-party odor control system checkup (WEA provides these services)
- Capital asset plan for replacement of systems nearing the end of their useful life
- Consideration of process changes at the plant
- Consideration of odor control in the design of new facilities
- Odor risk assessment of potential new developments

Objective #3- "Performance monitoring equipment which validates the applicable elements of items 1 and 2 are installed and maintained."

There are many parameters that can be monitored on odor control systems, but the most critical would be to verify that the system is removing H2S and moving air.

WEA has experience designing multiple types of H2S monitoring systems. There are several manufacturers that offer systems, including Acrulog, Odalog, MSA, and Aztek. These instruments can be permanently installed and connected back to SCADA for continuous monitoring. They all require regular calibration and servicing and each system has its own pros and cons. Variables to consider include H2S range, required accuracy, system pressure, distance from equipment, and electrical hazard classifications. The picture to the right is of an Acrulog H2S monitoring system that WEA designed for a two-stage odor control system in 2023.

Verification of airflow can be accomplished using a pressure switch, fan rotation sensor, or VFD monitoring.

Objective #4- "The program elements are effectively communicated to the public so that a consistent means of public engagement and participation is achieved."

Public engagement and participation are critical factors to the success of this project. It is assumed that LFUCG will be the forward-facing entity in this process. Our team will work with LFUCG staff to develop an Odor Control Communications Plan.

Additionally, our team will provide the following as requested in this RFP:

- Four (4) recorded project update presentations suitable for posting on YouTube
- Two (2) town hall styled meetings with the public held within the same week (venue secured by Lexington).

Our team has experience presenting odor control plans in similar venues and understands the associated challenges. Information from the modeling is especially helpful in communicating to the public.

SITE-SPECIFIC APPROACH

Site Specific Risk #1- Town Branch WWTP

The odor control systems at the Town Branch WWTP are all carbon adsorption systems. A summary of each of the systems along with the performance results of recent H2S monitoring is included in the table below.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
Town Branch WWTP	ppm	%		years
Headworks OC Inlet	6.5	47.7	Carbon	25
Headworks OC Outlet	3.4			
S Primaries OC Inlet	20	94.0	Carbon (Regenerated)	2
S Primaries OC Outlet	1.2			
N Primaries OC Inlet	14	53.6	Carbon	2
N Primaries OC Outlet	6.5			
Scum Facil. OC Inlet	1.2	99.8	Carbon	0.5
Scum Facil. OC Outlet	0.002			
Thickeners OC Inlet	0.55	98.0	Carbon	4
Thickeners OC Outlet	0.011			
Primary Effluent PS	0.18	No Odor Control	No Odor Control	No Odor Control
Solids Building Exhaust	76 (fan off)	No Odor Control	No Odor Control	No Odor Control

In general, WEA typically does not recommend carbon adsorption when average inlet H2S concentrations are >5 ppm due to the need for frequent media replacement and/or regeneration. Higher concentrations tend to make biological technologies more cost effective. In this case, the North and South Primary systems are treating H2S concentrations much higher than 5 ppm and are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach to these two systems is to replace them with bioscrubbers. We have extensive experience designing biological systems so you can rest assured that we will do it right. Our team will also evaluate the feasibility of relocating the existing carbon systems to the West Hickman WWTP to replace the existing systems at the Thickeners which are similar in airflow and vessel size (additionally, the H2S monitoring recently conducted revealed concentrations much lower than the initial site visit, indicating that carbon may be a good fit for the WH Thickeners). If that is not feasible, then they may be able to be used as a second stage polisher to the bioscrubbers.

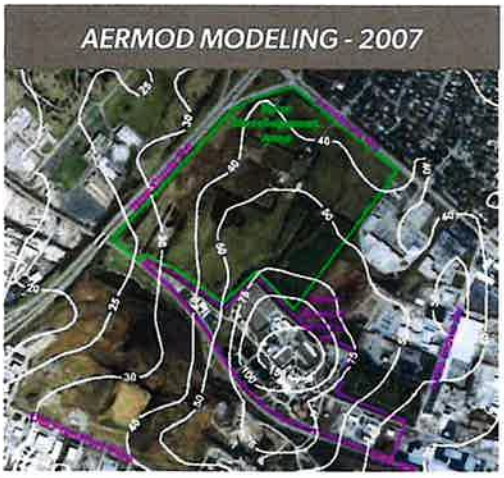
Our team will provide the following, specific actions related to this site as outlined in the RFP:

1. The installation of equipment monitoring that records inlet and exhaust H2S readings for all current and future odor control equipment.

Please see a detailed description of this task in our overall approach section.

2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. WEA did the modeling for the Town Branch WWTP back in 2007, prior to the development of the land to the north of the plant. The results of that model indicate that the highest concentration of odor tended to migrate north. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.



3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA's experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

4. Complete an odor risk assessment for the solids processing building.

The Solids Processing Building does not currently have odor control. Additionally, the exhaust fan is off for the winter. Testing revealed high concentrations (76 ppm) of H2S in the centrifuge room which will escape from the building. This facility will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor.

5. Complete an odor risk assessment for the primary effluent pump station discharge channel.

The recent testing did not reveal this to be a significant source of odor. However, we are in cool weather, and it is assumed that this location could become much more odorous during warm weather. Testing should be conducted in the summer months to verify.

6. Other investigations and analysis as directed.

Our team will conduct other investigations and analysis as directed.

Site Specific Risk #2- West Hickman WWTP

The odor control systems at the Town Branch WWTP are comprised of two carbon adsorption systems and two chemical scrubbers. A summary of each of the systems, along with the performance results of recent H2S monitoring, is included in the table below. The Gravity Thickener and Aerated Sludge Holding (ASH) tanks systems are identified as early action items for replacement as described in Appendix B of the RFP. Our current approach for the ASH Tank is to replace the chemical scrubber with a bioscrubber (located outside, likely to the east of the chemical scrubber building). As discussed previously, we have extensive experience designing biological systems so you can rest assured that we will do it right. The H2S monitoring data for the Thickener Tanks revealed very low H2S (much lower than the original site visit). Therefore, our current approach is to evaluate the feasibility of relocating the existing carbon systems from the Town Branch WWTP Primaries to the West Hickman WWTP Thickeners (they are close to the same airflow and size). If that is not feasible, then we would propose to replace them with new carbon systems.

Location	H2S Measurement	H2S Removal	Odor Control Technology	Odor Control System Age
West Hickman WWTP	ppm	%		years
Headworks OC Inlet 1	0.7	28.6	Carbon	3
Headworks OC Outlet 1	0.5			
Headworks OC Inlet 2	0.46	41.3	Carbon	3
Headworks OC Outlet 2	0.27			
Thickeners OC Inlet	0.019	100	Carbon	>25
Thickeners OC Outlet	0			
ASH Tank Inlet	42	23.8	Wet Scrubber	9
ASH Tank Exhaust	32			
Solids Building Exhaust	2.2	Not Measured	Wet Scrubber (shutdown for winter)	9
Recycle PS Outlet	50	No Odor Control	No Odor Control	No Odor Control

Our team will provide the following, specific actions related to this site as outlined in the RFP:

1. The installation of equipment monitoring that records inlet and exhaust H2S readings for all current and future odor control equipment.

Please see detailed description of this task in the overall approach section. As a point of clarification, our Team will provide the design of the system, but the installation will be by others.

2. The development and calibration of an AERMOD air dispersion model that predicts how odor can migrate off-site within a three-mile radius of the plant. The model should take into account the impact of seasonal changes and temperature inversions.

WEA has developed hundreds of AERMOD odor dispersion models. A new model will be developed for the plant using the most recent year of meteorological data and the newest odor data. The model includes weather data for every hour of the year, so it will include the impact of seasonal changes and temperature inversions.

3. Evaluate stack heights and their impact on each piece of equipment's ability to disperse odor safely into the atmosphere.

The effectiveness of increasing stack heights will be evaluated using the AERMOD dispersion model developed above. WEA's experience is that the benefit of increasing stack height is location dependent, with some facilities benefiting more than others. This is likely due to the surrounding terrain and weather. Increasing exit velocity should also be considered and can also be modeled.

4. Complete an odor risk assessment for the recycle pump station.

The recycle pump station does not currently have odor control. Testing revealed high concentrations of H2S in the wet well (50 ppm) which likely exhausts through the vent. This location will be evaluated with further testing to determine the potential odor risk and alternatives for treating that odor. This location will likely require a small biological system to treat this level of H2S.

5. Other investigations and analysis as directed.

Our team will conduct other investigations and analysis as directed.

Site Specific Risk #3- Town Branch WWTP Service Area Hot Spots

According to the RFP, the following three specific areas are identified as odor complaint hot spots which require specific attention:

Townley Neighborhood

This area is located to the northeast of the plant. Unfortunately, looking back at the 2007 modeling, this area is in the direct path of the highest concentration of odors emanating from the plant. Mitigating odor sources at the plant will likely reduce odors in this area.

Meadowthorpe Neighborhood

This neighborhood is also to the northeast of the plant, but further away than the Townley neighborhood. Although farther away, previous modeling does predict odors in this area. In addition to the plant improvements, our team will coordinate smoke testing for this area to identify the potential existence of improper sewer connections. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our Team will coordinate the testing and evaluate the results.

Lisle Industrial/Forbes Road Industrial Area

The RFP requires the consultant to coordinate assessments of all occupied parcels currently not connected to the public sewer system to obtain a better understanding of how these buildings function and to validate their potential contribution to odor complaints.

Our team will coordinate these assessments to investigate the potential odor contribution of these facilities. Similar to the smoke testing described above, it is assumed that LFUCG will contract directly with a contractor to conduct any smoke testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. LFUCG will accompany our team during any work on private property.

Site Specific Risk #4- Cumberland Hill and Woodfield Neighborhood Collection System

The following three specific areas are identified as odor complaint hot spots which require specific attention:

Woodfield Neighborhood

The Woodfield neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely from the southwest, with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results.

Cumberland Hill Neighborhood

Similar to the Woodfield neighborhood, the Cumberland Hill neighborhood is located to the northeast of the West Hickman WWTP. WEA has not conducted modeling for this facility, but the prevailing winds are likely similar with the highest odors likely traveling northeast. Mitigating odor sources at the plant will likely mitigate odors in this area.

In addition to the plant improvements, our team will coordinate smoke testing for this area. It is assumed that LFUCG will contract directly with a contractor to conduct the testing and provide all public notifications. Our team will coordinate the testing and evaluate the results. Our team will also evaluate the feasibility of installing P-traps on the eight-inch collector sewers serving the neighborhood.

Site Specific Risk #5- West Hickman 1 Trunk Sewer System

The RFP states that the West Hickman 1 Trunk Sewer is potentially the greatest source of odors aside from the plant itself. The trunk receives flow from two Class A pump stations and a large gravity service area. There is concern that this sewer trunk is releasing odors at various locations, leading to complaints.

Our team will evaluate this theory by conducting an odor study for this portion of the system. We have extensive experience conducting collection system studies. We would recommend the following approach for this section of the sewer trunk:

- Review of existing maps and associated flows
- Review of chemical feed at pump stations (if applicable)
- Liquid sulfide testing at select locations
- H2S monitoring at select locations
- Pressure monitoring at select locations

The data obtained from the above testing will allow us to determine if the sewer is becoming pressurized and where the odors are escaping coming from. If the trunk sewer is being pressurized, then our Team can evaluate options for treatment which would include:

- Extracting foul air from the trunk and conveying it to an odor control treatment system. This test would include installing a temporary fan at a select location and pulling air while monitoring the pressure in the trunk.
- Evaluating chemical feed alternatives at the associated pump stations.

Site Specific Risk #6- Various Class A Sanitary Pump Stations

The RFP states that the following pump stations have the most history as odor sources/or odor generators.

Pump Station	Address	Station Odors	ARV/ Discharge Odors
East Hickman	3316 Buckhorn Drive	ⓘ	ⓘ
Lower Town Branch	3231 Leestown Road	ⓘ	ⓘ
South Elkhorn	2500 Bowman Mill Road	ⓘ	ⓘ

WEA has conducted numerous odor control evaluations and designs for pump stations and associated ARVs and discharge points. Typically, odor control for station odors is done through air treatment and odor control for ARVs and discharge odors is done through chemical feed systems. However, WEA has also designed a successful air treatment system for a sensitive ARV located at the Botanical Gardens in Louisville, so that can also be an option.

Our team will start by conducting liquid phase and vapor phase testing at the wet well, force main discharge, and ARVs. The testing will provide the data we need (such as H2S, sulfide concentration,

temperature, and pH) to evaluate chemical feed alternatives, dosages, and costs. Depending on the results of the testing, chemical feed alternatives may include oxygen injection, calcium nitrate, magnesium hydroxide, and iron salts. WEA recently designed an oxygen injection system for Louisville MSD which treats flow in the Ohio River Force Main. This system was found to be more cost effective than other alternatives and has been working successfully for over two years now. LFUCG may wish to visit this installation and speak to MSD staff regarding this option.

In addition to the testing described above, odor testing and modeling can be conducted for each station to provide data for the evaluation of air treatment systems. Depending on the data, the following alternatives may be considered:

- Biofiltration
- Bioscrubbing
- Carbon adsoption
- Chemical scrubbing
- Dispersion options (such as stack height or high velocity fans)

Site Specific Risk #7- Key Sanitary Manhole Carbon Inserts Locations

The RFP states that Lexington is currently utilizing CHEMTREAT as an odor control method at key manholes and ARVs.

Our team will conduct the following activities:

- Pressure monitoring in the sewer
- H2S monitoring in the sewer
- H2S testing above the insert to determine its performance
- Evaluate other locations that may benefit from this technology
- Evaluate alternative technologies

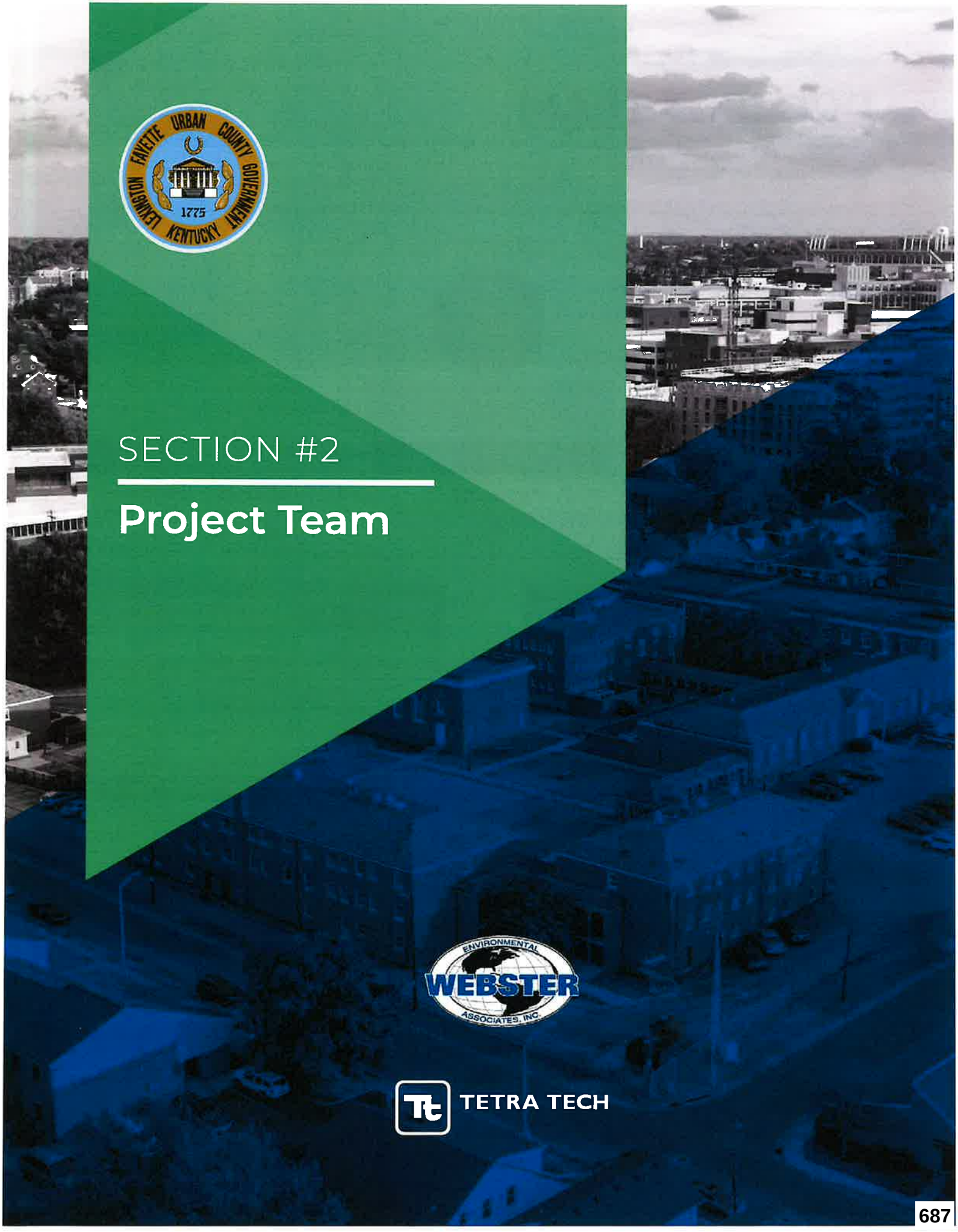
Our team is familiar with carbon inserts but does not specifically have experience with CHEMTREAT. In general, we have found that carbon does not perform well in wet environments, but testing will provide a better picture of performance.

Other Risk Factors Requiring Evaluation

The RFP states that Lexington staff engaged numerous citizens who presented questions that remain unanswered because they require more detailed evaluation. In general, the questions relate to:

- Can water be added to the sewer system during dry weather flows?
- Can something be done to mitigate the increase of odors during the fall?
- Can something be done to mitigate the ARV odors due to the frequent cycling of pumps?
- Is the current chemical feed system program effective and what can be done to make it better?

Our team will evaluate each of these questions and provide answers which can be implemented and/or relayed to the public.



SECTION #2

Project Team

PROJECT TEAM

The team assembled for this project brings a wealth of design experience covering all disciplines of this project. Our team will partner closely with LFUCG to understand your needs, recognize the challenges of your project, and pull from our deep bench of resources to deliver the project successfully. We have demonstrated success on previous projects, and bring all of our resources and innovation to LFUCG to deliver your projects in a timely and cost-effective manner.

Organizational Chart

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

PROJECT MANAGER

Jim Ross, PE

QA/QC TEAM

Pete Daukss, PE - Odor Control
Bruce Koetter, PE - Odor Control
Brent Bode, PE - Design

FAST TRACK CAPITAL PROJECTS

Herb Lemaster, PE - Design Manager
Jim Ross, PE - Process Design
Brent Bode, PE - Process Design Support
Jason Burkett, PE - Structural
Michael Sutherland, PE - Mechanical/HVAC
Ryan Rathfon, PE - Construction Management

ODOR CONTROL SAMPLING, EVALUATION, & ALTERNATIVES

Jim Ross, PE
Lee Blakeman, PE
Sharon Worley, PE

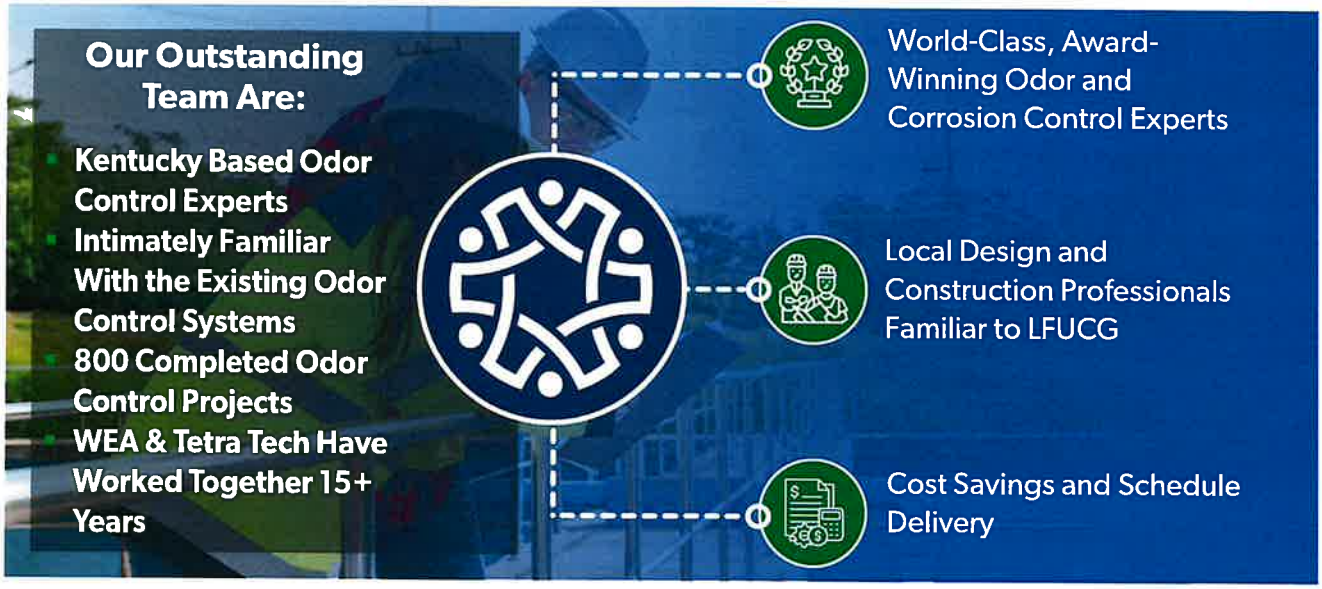
SUBCONSULTANTS

Magna Engineers (WBE) - Electrical Engineering

Salt River Engineering (VBA) - Cost Estimating

Key Staff Availbility

Team Member	Firm	% Of Time Available	Location
Jim Ross, PE	Webster Environmental	50%	Louisville, KY
Bruce Koetter, PE	Webster Environmental	30%	Louisville, KY
Lee Blakeman, PE	Webster Environmental	40%	Louisville, KY
Sharon Worley, PE	Webster Environmental	50%	Louisville, KY
Herbert Lemaster, PE	Tetra Tech	30%	Lexington, KY
Jason Burkett, PE	Tetra Tech	20%	Louisville, KY
Brent Bode, PE	Tetra Tech	20%	East Lansing, MI
Pete Daukss, PE	Tetra Tech	10%	East Lansing, MI
Michael Sutherland, PE	Tetra Tech	30%	Orlando, FL
Ryan Rathfon, PE	Tetra Tech	40%	Lexington, KY



TEAM QUALIFICATIONS OVERVIEW

WEA has carefully selected the team to complete this project for LFUCG. The team selection was based around completing the objectives of world class odor and corrosion control, local service, and beating LFUCG's schedule and budget expectations. The description of our credentials to accomplish this is described in the following sections.

World-class, Award-winning Odor and Corrosion Control Experts

WEA's singular focus as a company is to evaluate, conceive, design, and construct municipal odor and corrosion control projects. In their 40-years of operation, WEA has completed hundreds of odor and corrosion control projects. This emphasis has unequivocally made them the world's expert on odor and corrosion control. LFUCG can be assured that all of the challenges that will be encountered on the LFUCG project have been seen and solved by WEA on past projects.

WEA and Tetra Tech elected to continue our long relationship to complete this project. Tetra Tech and WEA have worked together numerous times to deliver projects that exceed our clients' expectations.

Tetra Tech is one of the largest engineering consultants and has built the business around studying, designing, and conducting solutions in the Water industry. *Engineering News-Record* has recognized this expertise and has ranked Tetra Tech **Number One in Water** for 20 consecutive years.

Tetra Tech has also completed some of the region's and country's most complex odor control projects. The team of WEA and Tetra Tech provides additional resources and problem-solving capacity than either team alone.

Our long association means that we seamlessly work together to deliver complete and successful projects.

Jim Ross, PE

Process Design / Odor Control

Mr. Ross is the current President of Webster Environmental Associates, Inc. (WEA). Mr. Ross transitioned from CH2M HILL to WEA in 2012 and has managed numerous collection system and treatment plant odor control projects locally and throughout the country. These have included odor studies, odor dispersion modeling, and odor control system design. Mr. Ross is a well known expert in his field and has spoken multiple times at local and national conferences. Mr. Ross is a licensed professional engineer in Florida, Michigan, Kentucky, Indiana, Washington, South Carolina, and Colorado.

PROJECT RELEVANCE

Multiple Collection System Odor Control Studies and Designs, Tohopekaliga Water Authority, Kissimmee, FL. Project Manager. Project manager for multiple odor studies and odor control system designs throughout the collection system for the Tohopekaliga Water Authority (TWA). Odor studies included extensive field testing and laboratory analysis, and odor control alternatives evaluations to determine the most cost-effective option for controlling odors in the problem areas. WEA was also selected to design each of the systems to effectively mitigate the offsite odors. WEA has successfully served as TWA's odor control consultant for over 10 years.

Sandhill Water Reclamation Facility Odor Control Study and Design, Kissimmee, FL. Project Manager. Project manager for a plant wide odor study and odor control design. The study was performed to rank all odor sources at the facility and to evaluate the performance of the existing headworks odor control system. The study included testing for hydrogen sulfide, reduced sulfur compound analysis, odor panel analysis, and odor dispersion modeling. WEA was selected to design two new odor control systems for the plant which were constructed in 2019.

10th Street Pump Station Odor Control Study and Design, City of Jeffersonville, Jeffersonville, IN. Project Manager. Odor Control System Design: Design of an 11,275 cfm biofilter for a 50 MGD pump station located adjacent to the main entrance to the city. The system captures and treats foul air from the screening facility, grit tanks, and wet wells. Conducted services during construction and odor control system performance testing.

Borough of Conshohocken WWTP Odor Control Study and Design, Borough of Conshohocken, Conshohocken, PA. Project Manager. Project manager for a plantwide odor study at the Borough of Conshohocken Wastewater Treatment Plant (WWTP) which is owned and operated by Borough of Conshohocken. Based on the study, WEA was selected to design a plantwide odor control system which also included aluminum tank covers and extensive ductwork. The new system captures and treats foul air from the headworks, grit tank, aeration tanks, and solids handling facility.

Education

BA, Biology, Florida Atlantic University, 1995

MS, Environmental Engineering, University of South Florida, 2008

Registrations/ Certificates

Professional Engineer: KY, SC, IN, WA, CO, FL, MI

Office Location

Louisville, KY

Years of Experience

15

Bruce Koetter, PE

Odor Control QA/QC

Mr. Koetter has been designing air treatment systems for wastewater collection and treatment facilities since 1993. He has performed over 200 odor evaluations and designed all types of odor control systems ranging in size from less than 1,000 cfm to over 150,000 cfm. His experience also includes the management of construction for numerous industrial and municipal odor control system projects. Mr. Koetter is also author of several technical publications that have been presented at the national WEF Odor and VOC Specialty Conferences over the past several years.

Education

BS, Construction Engineering, Purdue University, 1985

Registrations/ Certificates

Professional Engineer: KY, KS, OH, PA, CA, AR, NJ, IA

Office Location

Louisville, KY

Years of Experience

33

PROJECT RELEVANCE

Philadelphia, PA. Project Manager. Project manager for design of 11,000 cfm odor control system for the gravity thickener facilities and a 27,000 cfm odor control system for the preliminary treatment facilities. The 11,000 cfm system is in operation and the 27,000 cfm system is currently under construction.

Louisville/Jefferson County, Ky. Project Manager. Project manager on numerous odor control projects for Louisville MSD over the past 20 years. Completed several odor evaluations, pilot projects and designs including major odor control designs at their six primary treatment plants and at more than ten (10) pumping stations. On-call services contract with MSD since 1997.

Milwaukee, WI. Project Manager. Project manager for the 300 MGD Jones Island WRF Odor Assessment, Modeling and Capital Improvement plan. WEA conducted two rounds of sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H2S. The results were analyzed and used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated and the recommendations were incorporated into the 50 Year Capital Improvement plan for the facility.

Conway, AR. Project Manager. Project manager for design of odor control improvements at the Tupelo Bayou WWTP in Conway, AR. Improvements include 14,000 cfm bioscrubber and 17,700 cfm carbon adsorber. The project is complete, and all systems are operational. The design project was preceded by an Odor Control Evaluation that identified and prioritized odor sources at the site.

Sharon Worley, PE

Collection System Odor Control

Ms. Worley joined WEA in 2022 as Senior Engineer after retiring from a 29-year career with Louisville Metropolitan Sewer District (MSD). She has significant experience with odor control and particularly with sewer collection systems, municipal wastewater treatment plants (WWTPs) and pump stations. She provides engineering services for odor control studies and designs plus municipal collections odor control management.

PROJECT RELEVANCE

While working for WEA:

- Developed Standard Operating Procedures for odor control in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a system for prioritization of chemical feed in sewer collection systems for Louisville MSD and Jeffersonville, IN.
- Developed a Quarterly Summary of Odor Control progress for Management reporting for Louisville MSD.
- Developed RFP for Calcium Nitrate Solution Supply for Jeffersonville, IN.

While Working for Louisville MSD:

- Managed most of MSD's Odor Control design/construction projects at MSD's five WWTPs and multiple pump stations for over 10 years. Odor Control projects included studies and design/construction projects (Biotrickling Scrubbers, Carbon Scrubbers, Biofilters, etc.) as well as air dispersion modeling & compliance reporting.
- Helped to develop MSD's first Odor Control Master Plan. Work included multiple meetings with Operations and with Management to incorporate their concerns and to communicate testing results and recommendations.
- Helped to develop MSD's first Federally Enforced District Origin Operating Permit (FEDOOP) application for Kentucky's largest WWTP. Work included extensive testing, ToxChem modeling, and multiple review meetings with Louisville Metro Air Pollution Control District.
- Managed consultants for the study of alternatives for MSD's Ohio River Force Main (ORFM) Odor and Corrosion problem. Recommended and managed the design of MSD's first Oxygen Injection System for the ORFM.
- Prepared the RFP/specifications, evaluated submittals, then managed MSD's first Full-Service Odor Control (FSOC) Contract for their sewer collection system.
- Managed community outreach regarding odor concerns at MSD's West County WWTP. Work included engaging and training community stakeholders to provide neighborhood odor information.

Education

MS, Civil Environmental Engineering, University of Illinois, 1985

Registrations/ Certificates

Professional Engineer: KY

Office Location

Louisville, KY

Years of Experience

38

Lee Blakeman, PE

Odor Control Sampling, Evaluation, & Alternatives

Mr. Blakeman transitioned from CH2M HILL to Webster Environmental Associates, Inc. (WEA) in 2016. His responsibilities include air treatment system design, air sampling and monitoring, as well as wastewater treatment plant and collection system odor evaluations. His experience includes completing odor studies at wastewater treatment plants, industrial facilities and within collection systems. He has also designed numerous odor control systems and managed odor control projects from the study phase all the way through the construction phase and startup. Prior to joining WEA his experience included design services and services during construction for municipal wastewater pump stations and treatment facilities. His experience also includes hydraulic modeling, equipment selection, hydraulic calculations, facility plans, construction management, and onsite inspection on large wastewater treatment plant expansions. Lee is a licensed professional engineer in Kentucky, Montana and Idaho.

PROJECT RELEVANCE

Bozeman, MT. Conducted an odor evaluation and performance evaluation at the FCWSD treatment plant and made recommendation for improvements. Worked directly with FCWSD to develop a design for the recommended odor control improvements for mitigating offsite odors. Construction began on improvements Spring 2023.

Meridian, ID. Performed an odor control study at the City of Meridian WRRF in 2020 to identify odor sources and quantify odor emissions from each source. Performed odor dispersion modeling to determine the odor impact that the WRRF and each odor source has on the surrounding community. Evaluated odor control alternatives and made recommendations for odor mitigation to the City, including size of recommended systems and budget level construction cost estimate.

Conway, AR. Project Designer. Designer on this project at the Tupelo Bayou Wastewater Treatment Plant. Designed odor control systems for the primary clarifiers, digesters, gravity belt thickener building and aeration basin influent channels. Odor control system designed included a 14,000 cfm bioscrubber for the primary clarifiers & influent channel and a 17,700 cfm carbon adsorber for the digesters and gravity belt thickener building. The $3.2 million construction of this project was completed in January 2019. No odor complaints have been received since project completion.

Education

BS, Civil & Environmental Engineering, University of Louisville, 2011

MS, Civil & Environmental Engineering, University of Louisville, 2012

Registrations/ Certificates

Professional Engineer: KY, MT, ID

Office Location

Louisville, KY

Years of Experience

12

Herbert Lemaster, PE

Capital Projects Design Manager

Mr. Lemaster serves on as a Senior Project Manager on various civil and environmental projects. He is responsible for Client coordination, planning, preliminary evaluations, analysis and design, writing specifications, developing contract documents and cost estimates, preparation of construction drawings, construction administration, and construction engineering. Mr. Lemaster has worked on many wastewater, water, solid waste, landfill, and environmental projects. His wastewater-related projects include rehabilitation evaluations of wastewater collection systems, capacity studies, wastewater treatment plant design, design of gravity sewer systems, pump station design, and wet weather storage facility design.

PROJECT RELEVANCE

West Hickman Headworks and Wet Weather Storage Facility – Phase 1, Lexington-Fayette Urban County Government, KY. Project Manager & Senior Engineer. Design of the wet weather storage facility and improvements to the headworks of the existing treatment plant. The project includes new screening facilities, new grit facilities, 70.0 MGD influent pump station, 80.0 MGD wet weather pump station, a 22.0 MG storage tank, recycle pump station, upgrades to the non-potable water system, odor control facilities, stormwater management facility, a vehicle bridge, and all associated piping and electrical. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required significant coordination of civil, structural, mechanical, electrical, instrumentation, and plumbing disciplines in the preparation of the design drawings and specifications. Full time resident project representatives and construction administration was provided during the construction phase of the project.

West Hickman Biological Phosphorus Removal (BPR) Improvements, Lexington-Fayette Urban County Government, KY. Project Manager & Senior Engineer. Evaluation of existing process and development/analysis of alternatives for improvements in process effectiveness and efficiencies for a 70 MGD treatment facility then design of selected improvements. The construction project includes rehabilitation of existing BPR basins, installation of 32 submersible mixers, installation of new online nutrient process monitoring systems, installation of 8 associated sampling pumps, installation of 4 sodium aluminate pumps, and all associated piping and electrical.

Central Boone County Conveyance, Sanitation District No. 1, KY. Project Manager. Design and construction of this facility. The design of includes a 1.8 MG wet weather storage tank, 7.3 MGD wet weather pump station, and all associated structures piping. The work involved hydrologic and hydraulic modeling, surveying, and geotechnical evaluations. The project required coordination of civil, structural, mechanical, electrical, and instrumentation disciplines in the preparation of the design drawings and specifications.

Morehead Wastewater Treatment Plant Expansion, Morehead Utility Plant Board, KY. Project Manager. Construction administration on the expansion of an existing treatment plant from 2.5 MGD avg./5.0 MGD peak capacity to 5.0 MGD avg./10.0 MGD peak capacity. This project included construction of two 105-foot-diameter clarifiers and return activated sludge/waste activated sludge (RAS/WAS) pump station, new influent screening facility with mechanical screens, influent and effluent pumps, conversion of the existing primary clarifier to new RAS reaeration basins, conversion of the existing anaerobic digestor system to a two-stage Autothermal Thermophilic Aerobic Digestion system, odor control including biofilter system, new ultraviolet system for disinfection, and construction of a new biosolids handling facility including new belt filter presses.

Education

BS, Civil Engineering, University of Kentucky, 1990

MS, Civil Engineering (Environmental), University of Kentucky, 1992

Registrations/ Certificates

Professional Engineer: KY, OH

Land Surveyor-in-Training: KY

Troxler Nuclear Gauge Certification

Office Location

Lexington, KY

Years of Experience

33

Pete Daukss, PE

Odor Control QA/QC

Mr. Daukss has been involved with biosolids technologies related to municipal wastewater treatment facilities for more than 40 years. During this period, he has participated in the evolution from the most basic disposal strategies to bioenergy production and resource recovery for sustainable management. Prominent biosolids technologies he has evaluated include advanced digestion, composting, pasteurization, thermal processing, and drying. Mr. Daukss' industrial waste treatment projects include biological treatment, physical-chemical treatment, land application, and residuals management technologies. He has extensive experience in all aspects of wastewater treatment technology and biosolids management. His design and construction projects include activated sludge, fine pore aeration systems, biological nutrient removal, disinfection, oxidation ditches, sequencing batch reactors, and biosolids thickening, dewatering, storage, advanced stabilization, digestion, and incineration.

PROJECT RELEVANCE

Odor and Corrosion Control Design, Macomb Interceptor Drain Drainage District, MI. QA/QC. Odor complaints at three sanitary sewer system locations and one for pipe corrosion resulted in a study that identified conceptual odor control solutions. Led complex design for Clinton Pump Station, Fraser Biofilter, odor complaints at 21 Mile and Garfield, and the North Gratiot Pump Station.

Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI. Project Manager. Proposed project will improve primary and secondary clarifiers and the aeration system. Improvements will save approximately $400,000 per year in electricity and operating costs mainly by replacing aeration blowers with a more energy-efficient blower technology and converting aeration system from coarse to fine bubble diffusers. An approximate 70% reduction in power and operating costs for new infrastructure assets compared to existing infrastructure. $31-million-project will be operational in 2023.

WWTP Solids Incinerator Air Emissions Control, City of Warren, MI. Project Engineer. Developed alternatives to design an approach to comply with Clean Water Act regulations in relation to City's multi-hearth sewage sludge incinerator. Commissioned testing to determine pollutant characteristics in incinerator emissions and emissions downstream of scrubber system and determined an improved emissions control device needed to reliably meet 2016 control requirements. After researching scrubber technologies and interviewing manufacturers, the EnviroCare scrubber was chosen to reliably meet federal regulations. Worked with City to commission hazardous material inventory prior to bidding. Design work included specifying demolition of 40-year-old equipment, including specification for abatement of lead and asbestos. Prepared plans and specifications to obtain construction bids for the installation. Performed construction administration with daily observation performed by City staff. Project completed on-time to meet regulations and subsequent stack testing revealed completed scrubber treated emissions and met all regulatory requirements. Completed annual performance testing since 2016, each test successfully proving scrubber meets design and regulatory specifications.

Education

BS, Chemical Engineering, University of Michigan, 1976

MS, Water Resources Engineering, University of Michigan, 1977

MS, Chemical Engineering, University of Toledo, 1980

Registrations/ Certificates

Professional Engineer: MI, FL

Office Location

East Lansing, MI

Years of Experience

45

Brent Bode, PE

Design QA/QC & Process Design Support

Mr. Bode is experienced in the planning, evaluation, design, and construction of water and wastewater treatment facilities and pump stations. He has been involved in the retrofit and new construction of more than 30 water and wastewater treatment facility projects. His expertise lies in the production of and interpretation of contract documents and the use of computerized drafting, hydraulic calculations, specification writing, and developing opinions of probable project cost. He also has experience as onsite project engineer during construction.

Education

BS, Engineering (Concentration in Civil), Calvin College, 2001

Registrations/ Certificates

Professional Engineer: MI, IN

Office Location

East Lansing, MI

Years of Experience

23

PROJECT RELEVANCE

WRRF Improvements Design Phase, Delta Township, MI. Project Engineer. Expansion WRRF to change treatment process and increase peak capacity from 17 to 28 MGD. Project involves designing new headworks, influent pumping, grit removal, aeration, final clarifiers, tertiary filtration, and disinfection systems. Project includes 18,000 cfm odor control system at Headwork Building and 18,000 cfm system at Grit Building. A new controls//laboratory facility is also being constructed.

WWTP Improvements Phase I, Saline, MI. Project Engineer. Expansion WWTP to include new headworks, wet weather storage, primary and secondary clarifiers, aeration tank and blowers system, solids handling system and digester improvements. Project includes 12,000 cfm odor control system at Headwork Building.

Secondary Clarifier and Aeration Improvements, Water Resource Recovery Facility, City of East Lansing, MI. Project Engineer. The proposed project will improve the primary and secondary clarifiers and the aeration system. The facility improvements will save approximately $400,000 a year in electricity and operating cost mainly by replacing the existing aeration blowers with a more energy efficient blower technology and converting the aeration system from coarse bubble to fine bubble diffusers. This results in approximately a 70% reduction in power and operating costs for the new infrastructure assets compared to the existing infrastructure. This $31 million project will be operational in 2023.

Water Pollution Control Aeration System Process Improvements, City of Flint, MI. Project Engineer/Process Design Lead. Aeration system process improvements for the 50-MGD WPC. Three of the four multi-stage centrifugal blowers within the blower building will be replaced with high-efficiency, high-speed turbo blowers sized to match the current air demand for treatment with a wider range of operation to provide a more efficient aeration system.

Water Resource Recovery Facility, Biodigestion with Combined Heat and Power, City of Grand Rapids, MI. Project Engineer. Design for new biodigestion facility including an anaerobic membrane bioreactor process for treatment of the concentrated liquid waste from commercial sources. Power generated from combined heat and power recovery system is utilized in the plant to offset power needs. Performed final design for construction documents.

Jason Burkett, PE

Structural

Mr. Burkett is a senior structural engineer who is experienced with many structural systems including: reinforced concrete, steel framing, composite steel, masonry, prestressed/precast concrete, tilt-up concrete panels, light-gage steel, timber, and aluminum. He has extensive experience designing, reviewing other's designs, and performing independent technical reviews for structural projects related to drinking water, wastewater, stormwater, solid waste, industrial, commercial, Department of Defense, hurricane shelters, high-velocity hurricane zones, health care, residential, education, aviation, marine construction, performing arts, roofing components, renovations, additions, and investigations. He leads several groups of structural engineers within Tetra Tech throughout the nation to ensure that quality standards are maintained for project deliverables. His attention to detail and wide variety of experience brings valuable perspective to each project he reviews or designs.

PROJECT RELEVANCE

Odor Control Stack Replacement, Southwest Reverse Osmosis WTP, City of Cape Coral, FL. Structural QA/QC. Replaced odor control stacks with new 70-foot-tall stacks for improved dispersion and air quality. Structural design included new mat foundations for the odor stacks and new aluminum frame for the air ducts.

Reverse Osmosis WTP, City of Punta Gorda, FL. Engineer-of-Record. Design of process structures and building for a new 4-MGD plant. Structural design included a new CMU building for the RO equipment, clearwell basin, degasification equipment support, chemical storage/containment slabs, and generator slab.

West Hickman Wet Weather Storage and WWTP Improvements, Lexington-Fayette Urban County Government, Lexington, KY. Lead Structural Engineer. Modeling and design of a 1.8-MG wet weather storage basin and associated diversion structure and pump station. Structures designed as cast-in-place concrete with a bid alternate design of a prestressed concrete ground storage tank for the storage basin.

Odor Control and Ultraviolet Process, Grand Haven WWTP, Grand Haven, MI. Lead Structural Engineer. Design of a new concrete masonry unit building on top of an in-ground chlorine contact basin. Interior walls on one side of the chlorine contact basin were removed and new walls and a mat foundation were designed to accommodate the new ultraviolet process and equipment. Designed a new concrete masonry unit building to house the odor control blower and equipment. Several large diameter clarifier tanks were analyzed and modified to accommodate new pre-engineered aluminum flat covers. Renovated a sludge thickener tank to contain the odor control filter media and analyzed it to accommodate a new aluminum flat cover.

Education

BS, Civil Engineering, (Structures Emphasis), University of Central Florida, 2003

MS, Civil Engineering (Structures and Foundations), University of Central Florida, 2005

Registrations/ Certificates

Professional Engineer: KY, AZ, CO, FL, GA, ID, KS, MO, MT, NM, TX, VA, WY

Structural Engineer: IL, HI, OK

Office Location

Louisville, KY

Years of Experience

18

Michael Sutherland, PE, CEM, LEED AP

Mechanical / HVAC

Mr. Sutherland has 14 years of engineering and management experience in building mechanical systems for municipal, federal, commercial, and industrial clients. His specific design experience includes heating, ventilation, and air conditioning (HVAC), plumbing design, fire protection design, LEED design submission, drafting, and construction administration for water and wastewater treatment plants and various other projects.

PROJECT RELEVANCE

Nansemond Treatment Plant Advanced Nutrient Reduction Improvements, Phase II Design-Build, Hampton Roads Sanitation District, Suffolk, VA. Mechanical Engineer. Project includes design, permitting, funding assistance, construction, testing, start-up, and training services to increase the treatment plant capacity from 30.0 to 50.0 MGD to treat combined wastewater flows from two service areas and meet the client's Sustainable Water initiative for Tomorrow (SWIFT) influent water quality targets for future work. The expansion includes a new influent distribution box, primary clarifier, primary effluent equalization tanks, aeration basins and blowers, secondary clarifiers, return activated sludge and nitrate recycle pumping, chlorine contact tank, primary gravity thickeners with integrated fermentation, primary solids screening, dewatering centrifuges, and odor control systems. The project uses the design-build delivery method and receives federal funding from the Water Infrastructure Finance and Innovation Act (WIFIA) and state funding from the Virginia Water Quality Improvement Fund.

West Hickman Wet Weather Storage Facility, Lexington-Fayette Urban County Government, KY. Mechanical Engineer. Mechanical Engineer for the design and construction oversight of the 70.0 MGD combined influent pump station. Provided oversight for the HVAC and plumbing work for the new headworks facility including odor control systems, gas-fired makeup air systems, gas-fired unit heaters, washdown and sanitary systems, compressed air systems, administration area HVAC and plumbing system with toilet room, electrical building air conditioning systems, odor control equipment site work, modifications to existing screw pump lift station HVAC systems, and new generator building including fuel system design.

Coppermine Water Reclamation Facility Headworks Improvement Project, Paulding County, GA. Mechanical Engineer. Mr. Sutherland provided upgrades to the existing headworks of the treatment plant. Modifications consisted of removal of existing odor control system and design of a new foul air distribution system to the new odor control system. Mr. Sutherland also aided the client in designing a new hot water washdown station for the newly installed screens.

Hillsborough Northwest Water Reclamation Facility, Hillsborough County, FL. Mechanical Engineer of Record. Mr. Sutherland provided the HVAC/Plumbing and Fuel System design of the water reclamation expansion and renovation of existing facility. The Project consists of multiple electrical building air conditioning systems, blower building ventilation systems, modifications to existing fueling systems, and a new fueling system to meet the demands of the new facility. Mr. Sutherland is also providing design assistance for the plant wide odor control system.

Education

BS, Mechanical Engineering, University of Central Florida, 2009

Registrations/ Certificates

Professional Engineer: KY, FL, GA, OK, OH, TX, VA

Certified Energy Manager (CEM)

Leadership in Energy and Environmental Design Accredited Professional, Building Design & Construction (LEED AP BD+C)

Office Location

Orlando, FL

Years of Experience

14

T. Michelle Howlett, PE, LEED AP

Manga Engineers - Electrical

Ms. Howlett has 33 years of experience as project manager and electrical engineer for a broad array of projects up to $270M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, indoor and outdoor lighting systems, supervisory control and data acquisition systems, control systems, variable frequency drive systems, and instrumentation.

PROJECT RELEVANCE

Biosolids Processing Solutions, Morris Forman Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for a $270M upgrade which includes thermal hydrolysis processing, sidestream treatment, replacement of dewatering centrifuges, digester upgrades, cake silos and loadout, and odor control systems.

Hite Creek Water Quality Treatment Center Expansion, Louisville, KY. Electrical and instrumentation engineer for a 6 MGD to 9 MGD expansion and dewatering addition. The project includes additional aeration tanks and blower upgrades, sludge holding tank and blower upgrades, dewatering centrifuge and associated pumps and equipment, odor control system, replacement of UV disinfection, and replacement of tertiary filters. The control system includes the addition of programmable logic controller to the existing plant SCADA system. The project also includes replacement of a unit substation and standby generator, as well as site lighting throughout the plant.

Sludge Storage Improvements, Cedar Creek Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for improvements to existing sludge holding tanks including decanting, tank covers, and odor control system.

Muddy Fork Interceptor SSO Storage Basin, Louisville, KY. Electrical and instrumentation engineer for a new wet weather holding facility for Louisville MSD. The project includes a diversion structure, screening, storage basin, pump station, odor controls, and control building. The design includes various instrumentation and controls including flow and level monitoring, PID control for variable speed pumps, gas monitoring, and washdown systems. Controls are PLC based, Ethernet networked, and connected to MSD's radio telemetry system.

Primary Sedimentation Basin Improvements, Morris Forman Water Quality Treatment Center, Louisville, KY. Electrical and instrumentation engineer for the replacement of primary sedimentation basin sludge collection equipment and primary sludge pumps. Gates were replaced and modernized with electric actuators. The project also included the replacement of aeration blowers, odor control improvements, and new chemical feed. Electrical and control systems were replaced, as well as interior and exterior lighting.

Education

BS, Electrical Engineering, University of Kentucky, 1990

Registrations/ Certificates

Professional Engineer (Electrical): KY, IN, OH, TN

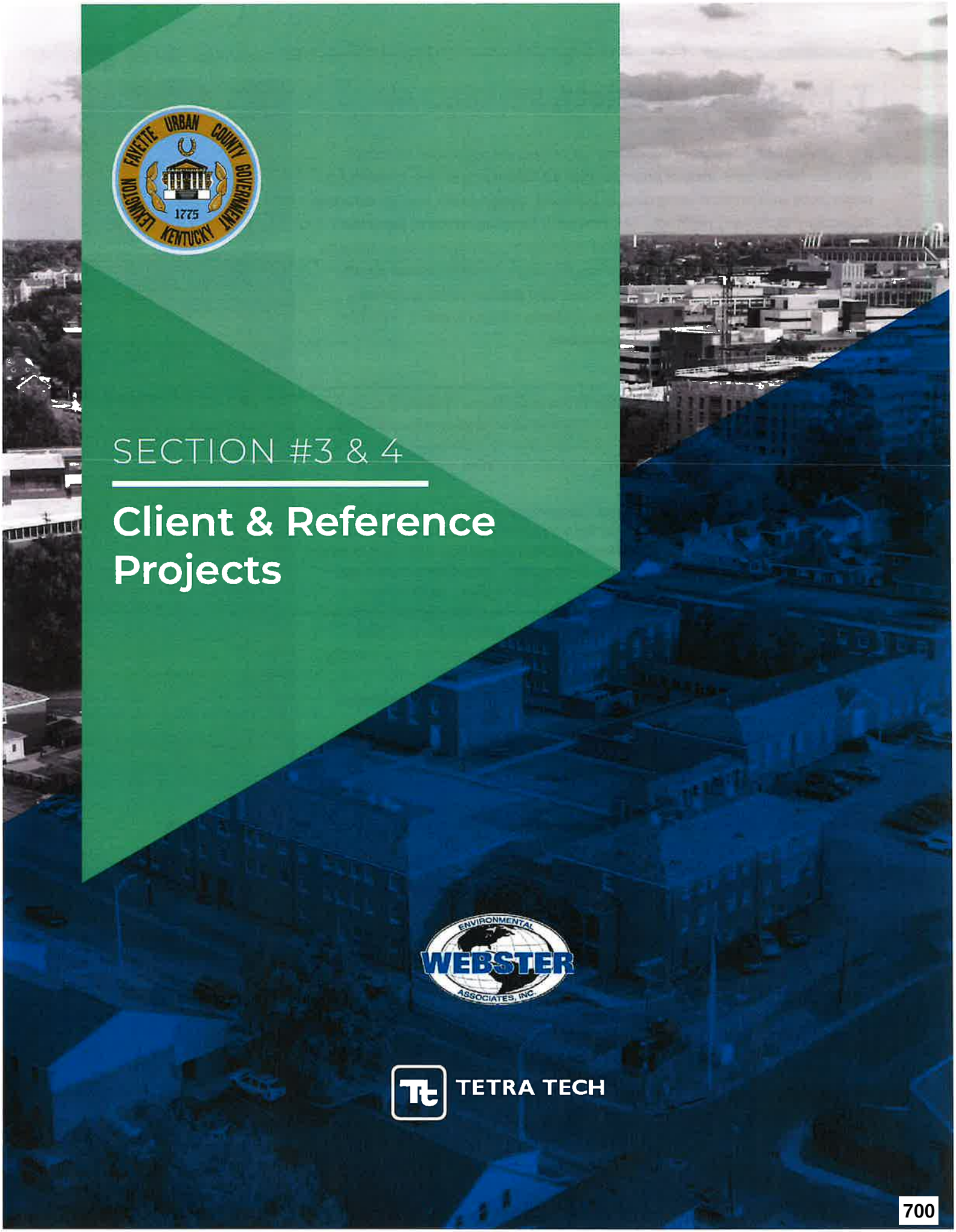
Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Office Location

Lexington, KY

Years of Experience

33



SECTION #3 & 4

Client & Reference Projects

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

CLIENT & REFERENCE PROJECTS

Listed below are three clients and contact information for which WEA has performed similar work that is included in the Odor Control Master Planning scope of work.

TOHO WATER AUTHORITY

Toho Water Authority

Deb Beatty
Senior Engineer
dbeatty@tohowater.com
407.944.5023

LOUISVILLE MSD

msd
Safe, clean waterways

Mike Brazel
Deputy Chief of Operations
Mike.Brazel@louisvillemsd.org
502.587.5829

MILWAUKEE METROPOLITAN SEWER DISTRICT

MMSD
PARTNERS FOR A CLEANER ENVIRONMENT

Micki Klappa-Sullivan
Engineering Planning Manager
mklappasullivan@mmsd.com
414.225.2178

Tetra Tech and Webster Applicable Experience

800+
Odor and/or Corrosion Control Projects

Project Highlights

Odor Control Consultant Since 2011

Odor Studies at the WWTP and Multiple Collection System Facilities

Odor Control Designs at WWTP and Multiple Collection System Facilities

Performance Testing and Condition Assessments of Odor Control Systems

Key Staff

Jim Ross - *Project Manager*
Lee Blakeman - *Project Engineer*
Bruce Koetter - *QA/QC*

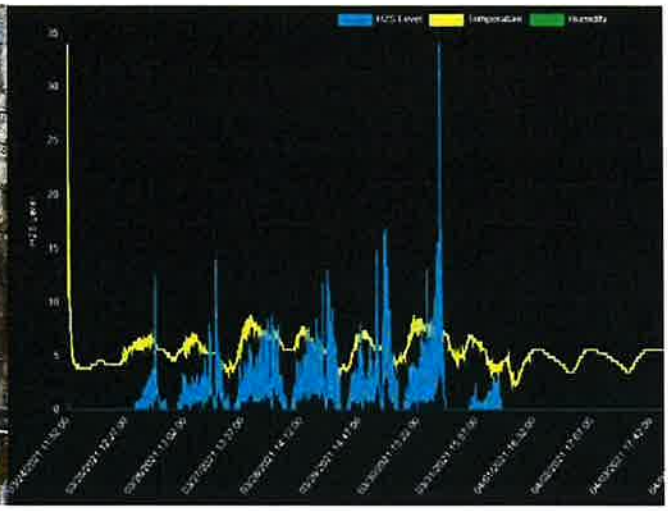
Odor Control Consultant for Toho Water Authority

ORLANDO, FL

WEA has served as an odor consultant to the Tohopekaliga Water Authority (TWA) since 2011. In this role WEA consults with TWA on odor related issues and conducts odor studies, odor control system designs, odor control system condition assessment and performance evaluations at TWA facilities.

Some of the major tasks have included:

- Odor studies at multiple TWA wastewater collection system facilities.
- Odor control designs at multiple TWA wastewater collection system facilities. Designs have included biotrickling scrubbers, biofilters, and multi-stage systems.
- Facility-wide odor study at the Sandhill WWTP to determine primary causes of off-site odors. Conducted sampling, testing, and odor dispersion modeling.
- Design of two new odor control systems at the Sandhill WWTP to treat odors from the headworks and influent structure.
- Performance testing of multiple odor control systems.
- Condition assessments of multiple, existing odor control systems.
- Odor control study for mitigating odors from air release valves in sensitive locations.
- Services during construction associated with odor control construction projects.



Project Highlights

Odor and Corrosion Study Identified Best Control Alternative

Oxygen Injection System was Designed to Prevent Anaerobic Conditions

Construction was Completed in 2021 with Outstanding Results

Key Staff

Bruce Koetter - *Project Manager*
Jim Ross - *Project Engineer*
Lee Blakeman - *Project Engineer*
Sharon Worley - MSD *Project Manager*

Louisville MSD Ohio River Force Main Odor Study & Control Design

LOUISVILLE, KY

The Ohio River Force Main (ORFM) consists of 8.5 miles of two parallel force mains (FMs) with diameters ranging from 16 to 24 inches and six cross connections. MSD has dealt with odors and corrosion along the forcemain and downstream for many years and commissioned this project to evaluate odor and corrosion control mitigation alternatives. Webster was selected as the prime consultant for the design of the odor control system and served as a sub-consultant to Jacobs for the study portion of the project.

The project goals were:

- Reduce/eliminate odors at ARVs
- Reduce/Eliminate corrosion at ARVs and concrete vaults
- Mitigate high H2S release at ARVs and along downstream interceptor
- Reduce corrosion in the downstream interceptor

The study testing results were used to develop and evaluate several control alternatives including:

- Shutting off one barrel of the forcemain
- Vapor phase treatment of hot spots
- Chemical addition with iron, nitrates, oxygen
- Oxygen injection combined with vapor phase treatment

Findings showed that oxygen injection with a biofilter at one of the key ARVs was the most cost-effective alternative. WEA designed the biofilter and oxygen injection system improvements. The design was completed in April 2019 and construction was completed in April 2021. Preliminary testing results are outstanding as indicated by the chart above.

Project Highlights

Plant-Wide Odor Master Plan Identified Problem Areas

Modeling Used to Show Odor Impact of Baseline and Control Alternatives

Six Odor Control Alternatives Developed and Evaluated

Two Odor Control Projects Recommended and the First of Those Currently Under Construction

Key Staff

Bruce Koetter - *Project Manager*
Jim Ross - *Project Engineer*

Jones Island WRF Odor Assessment, Modeling & Capital Improvement Master Plan

MILWAUKEE, WI

The purpose of this project was to use air dispersion modeling in conjunction with source sampling and odor complaint locations to characterize odors, prioritize odor source reduction locations, identify odor mitigation strategies, and recommend a 20-year Capital Improvement Master Plan (CIP) for the Jones Island Water Reclamation Facility (JIWRF).

The JIWRF is a 300 MGD facility owned by the Milwaukee Metropolitan Sewer District (MMSD) that treats wastewater from the City of Milwaukee and surrounding areas. WEA conducted two rounds of extensive sampling and testing at the facility, sampling a total of 33 locations within the liquid and biosolids processing facilities. The samples were analyzed for odor detection threshold, reduced sulfur compounds, ammonia and H2S and the results were used in air dispersion modeling. The testing and modeling results were then used to develop six Business Case Evaluations (BCE). Each of these BCEs were evaluated based on:

- Capital and operating costs
- Climate change vulnerability
- Sustainability
- Public Involvement
- Operating and Maintenance Reliability

The project was completed in April 2021on schedule and under budget.

Project Highlights

2021 Michigan ACEC Merit Award

Equipment Performance Exceeded all Specified Criteria

Designed Biological System to be Operational During Winter Conditions

$100,000 Loan Principal Forgiveness

Key Staff

Jim Ross - *Odor Control Process Design*
Brent Bode - *Process Design*

Saline Wastewater Treatment Plant Odor Control

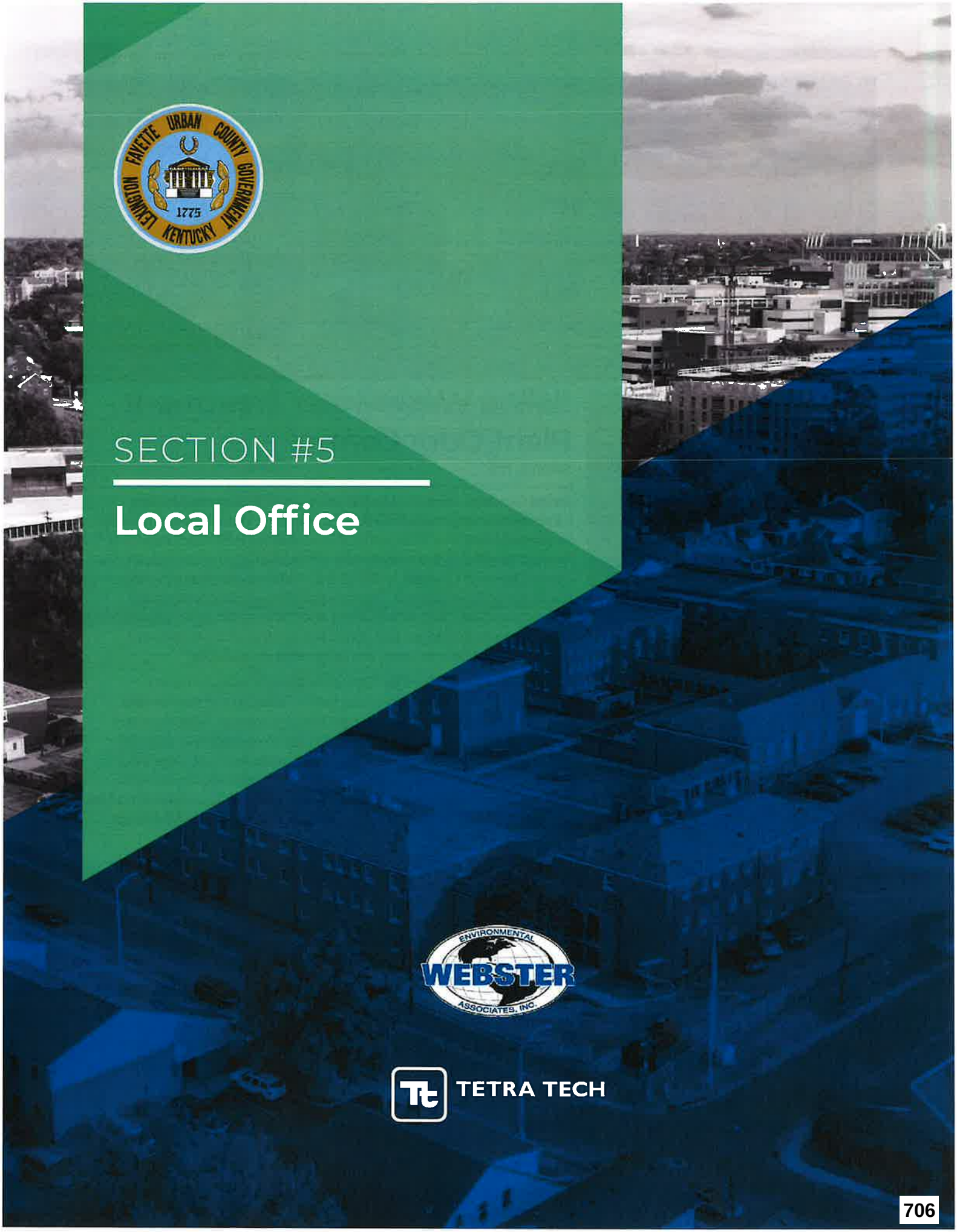
SALINE, MI

Saline provides dozens of public services including wastewater treatment for approximately 9,500 residents. The City's wastewater treatment plant is unique in that it is near dozens of residences and located upwind of the community. While the City has provided odor control for over 15 years, in 2016, odor control complaints within the community increased. The complaints were so pronounced, downtown merchants complained about the odor impacting business. Theories as to the origin and proposed control of the odor were numerous, yet data to verify the origin was unavailable.

In response, the Saline City Council initiated a science-based approach to determine the cause and solution to the wastewater treatment plant odor. The City selected the team of Tetra Tech and Webster Environmental Associates (WEA) to complete a study of the existing treatment plant. The study concluded that older odor control equipment was no longer effective in treating foul air and recommended replacing the older equipment while also treating foul air from additional treatment processes. Tetra Tech and WEA were subsequently retained through a qualification-based selection process to lead the design and construction administration for the project.

The project used detailed measurements to initially determine the cause of increased odor was the failing chemical (chlorine) scrubbers and determine which processes needed odor control treatment. These measurements were critical for both design parameters and to demonstrate to the community the root cause of the increased odor.

The design consisted of both carbon adsorbers and biological odor control are proven technologies. However, this project implemented an optimal combination of both technologies, each targeted at specific processes and the odors generated by each, to arrive at the most effective and lowest cost solution for the community. The biological treatment component was uniquely designed to function down to -20 degrees Fahrenheit ambient air temperature. Instrumentation was provided to sense low temperatures and alert operators to needed system operations to protect the bioscrubbers.



SECTION #5

Local Office

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

LOCAL OFFICE

The project team will consist of Webster Environmental, Tetra Tech, Magna Engineers, and Salt River Engineering. The table below contains the firm and office information requested in the RFP.

Firm Information & Office Locations				
Firm	Year Established	Local Office Staffing	Services to be Performed	Estimated Local Office Utilization (Percent of Project Services)
Webster Environmental	1981	0	Air Dispersion Modeling, Air Sampling & Testing, Odor Evaluation, and Odor Control Process Design	47
Tetra Tech	1966	17	Design, Bidding, & Construction Administration	40
Magna Engineers	2011	8	Electrical Engineering	10
Salt River Engineering	2010	0	Technical Support on Cost Estimation & Construction Administration	3

*Local Office is defined in the RFP as Fayette, Franklin, Scott, Bourbon, Clark, Madison, Jessamine, or Woodford Counties.

SECTION #6

Disadvantaged Business Enterprise (DBE) Involvement

DISADVANTAGE BUSINESS ENTERPRISE (DBE) INVOLVEMENT

LFUCG has a MWDBE participation goal of 10% and a Veteran-Owned Business participation goal of 3%. Webster Environmental intends to meet these goals as follows:

- Magna Engineers, a Woman-Owned consulting engineering firm, will provide electrical engineering services on the design projects.
- Salt River Engineering, a Veteran-Owned consulting engineering firm, will provide technical support for cost-estimating and construction administration on the design projects.

MAGNA ENGINEERS

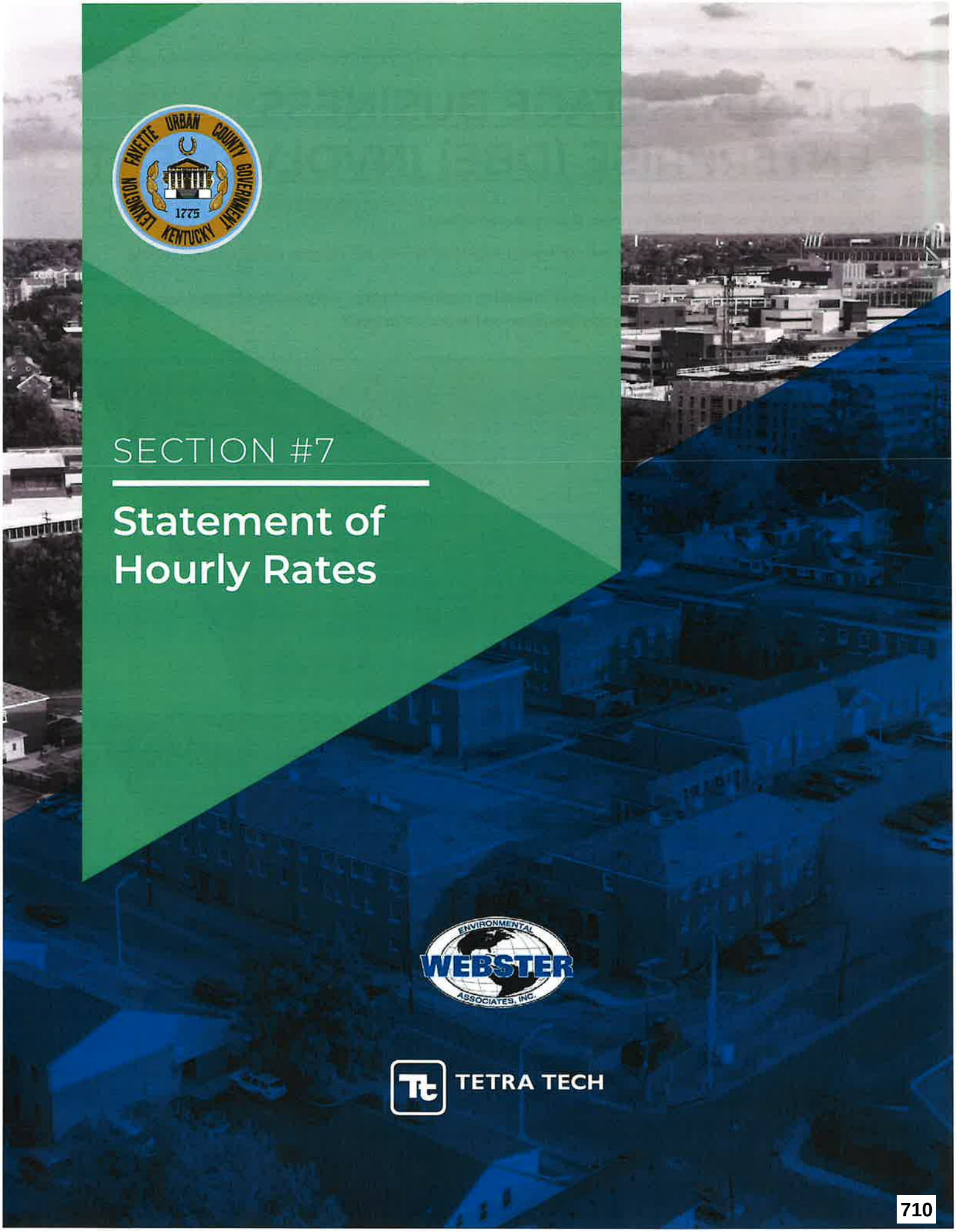
Magna Engineers is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna was founded in 2011, and started with a group of mechanical and electrical engineers with a history of working together toward a common goal of innovative and solid engineering practices. Magna is based in Lexington, and has a branch office in Louisville.

Magna is a certified Economically Disadvantaged Woman-Owned Small Business in accordance with Small Business Administration (SBA) requirements, and is a certified Women Business Enterprise (WBE) with the Women's Business Enterprise National Council (WBENC). Magna Engineers is listed as an approved WBE with the Louisville-Jefferson County Metropolitan Sewer District.

SALT RIVER ENGINEERING

Salt River Engineering (SRE) is a DoD verified, veteran-owned small business specializing in engineering design and rate-making for water, wastewater, and stormwater utilities.

SRE has extensive experience in rate setting for municipal and regulated utilities. SRE's owner is both a professional engineer and certified construction manager. SRE provides agency construction management for municipal and private utility capital construction including time, cost, and general project management.



SECTION #7

Statement of Hourly Rates

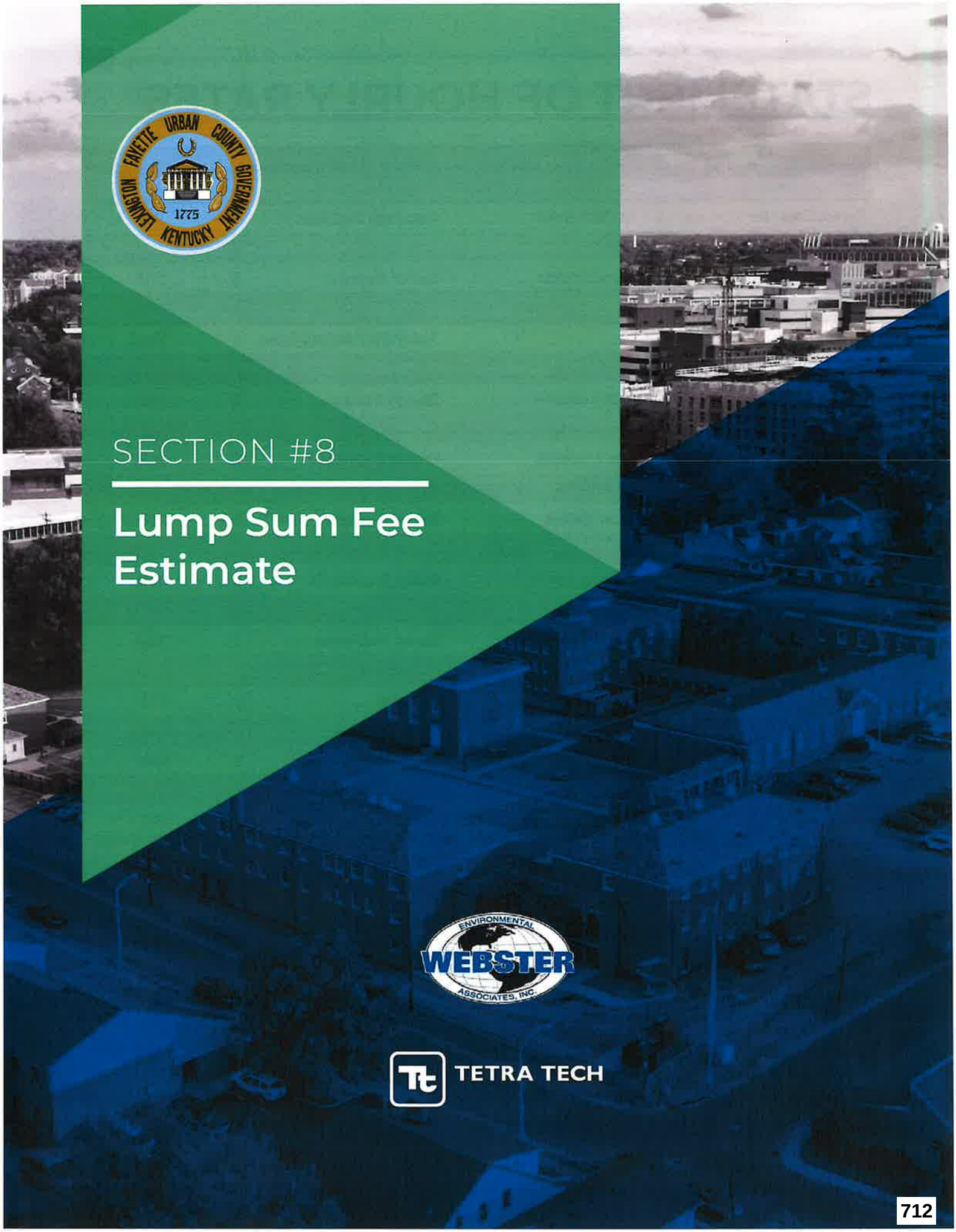
ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

STATEMENT OF HOURLY RATES

Classification	Employee Name	Actual Title	Hourly Rate (2024)*
Project Manager	Jim Ross	Project Manager	$ 220
Senior Engineer	Lee Blakemen	Associate Engineer	$ 182
	Sharon Worley	Prinicipal Engineer	$ 239
	Bruce Koetter	Senior Engineer	$ 267
Engineer	Grant Thompson	Project Engineer	$ 139
Survey Crew		Two-Person Survey Crew	$ 150
Subcontractors			
Tetra Tech	Herb Lemaster	Design Manager	$ 260
	Ryan Rathfon	Engineer 3	$ 145
	Titus Maddela	Project Engineer 2	$ 200
	Brent Bode	Senior Engineer 1	$ 250
	Jason Burkett	Senior Engineer 1	$ 250
	Michael Sutherland	Senior Engineer 1	$ 250
	Pete Daukss	Senior Engineer 3	$ 300
	Dean Vittitoe	Sr. Engineering Designer	$ 160
	Shann Easterling	Senior Technician	$ 120
	Mary Corbitt	Project Assistant 2	$ 100
Magna Engineers	Michelle Howlett	Principal	$ 170
	Matt Braun	Senior Engineer	$ 160
	Allen Tucker	Senior Engineer	$ 160
	Jim Martin	Senior Engineer	$ 160
	Ben Auclair	Senior Engineer	$ 160
	Dmitriy Radyk	Graduate Engineer	$ 130
	Mikhail Moskalyuk	Graduate Engineer	$ 130
	Rick Borntraeger	Graduate Engineer	$ 130
	Yuriy Radyk	Technician I	$ 100
	Troy Jones	Technician II	$ 85
	Nadia Radyk	Clerical	$ 60
Salt River Engineering	Connie Allen	Principal	$ 180

**Note: The hourly rates are effective for calendar year 2024 and will be increased in subsequent years based on the federal Cost of Living Adjustment.*



SECTION #8

Lump Sum Fee Estimate

ENVIRONMENTAL WEBSTER ASSOCIATES, INC.

TETRA TECH

LUMP SUM FEE ESTIMATE FOR EARLY ACTION PROJECTS

TASK 1 – $55,000

Scope of Work: Meet with the project team to develop and refine a project approach strategy that should include:

a. Completing a thorough review of available record drawings to establish baseline operational data.

b. Completing geometric measurements to verify that record drawing data matches actual field conditions.

c. Reviewing any additional sampling results obtained by LFUCG.

d. Reviewing, evaluating and selecting odor control equipment / strategies that can obtain a minimum removal efficiency of: 99.0% removal of H2S and 90% removal of odor units (OU).

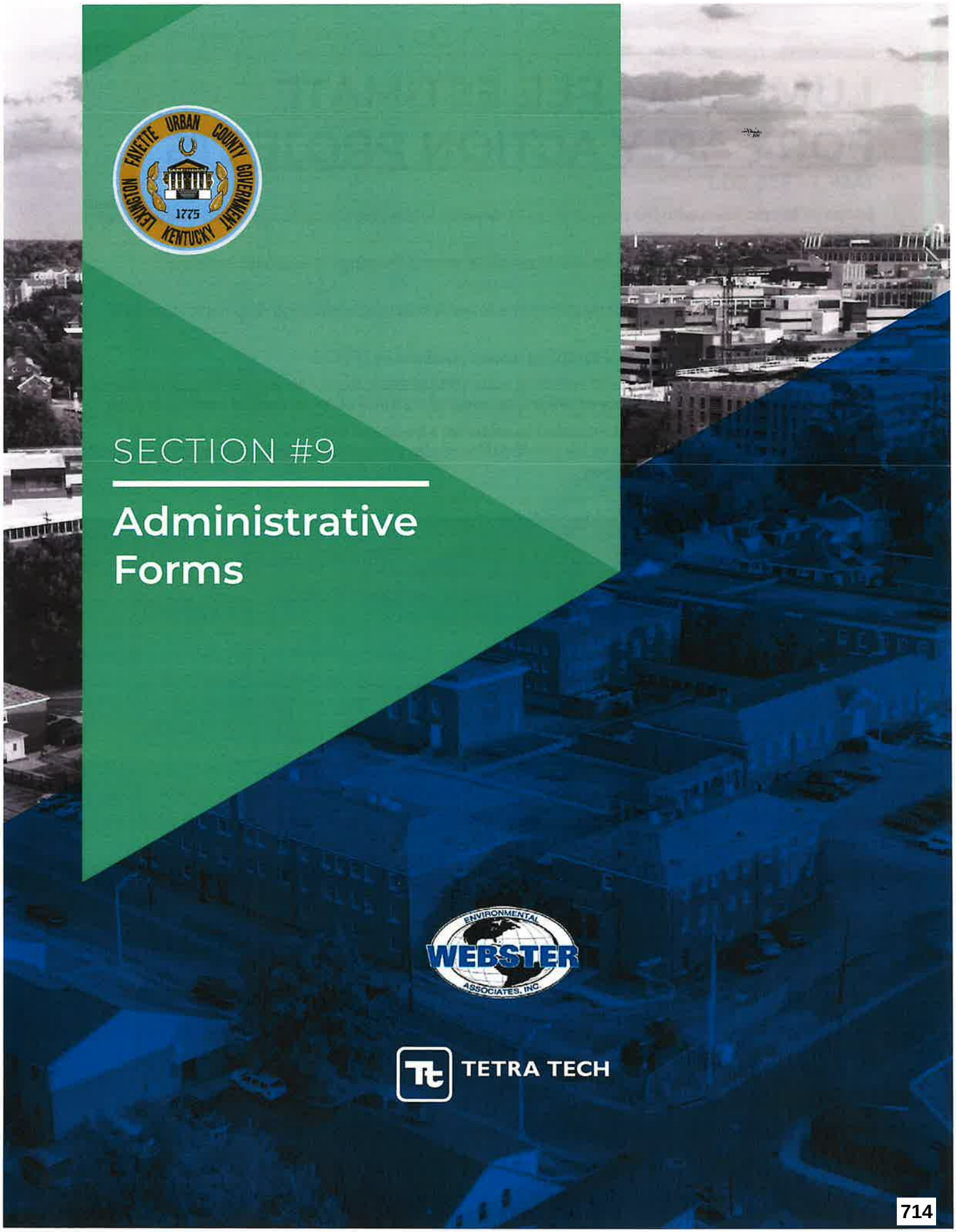
e. Preparing a letter report intended to establish a basis and fee for the design / bidding / construction management services needed to replace the odor control equipment serving the four locations listed above.

TASK 2 – ESTIMATED ENGINEERING FEE - $550,000

Early Action Project/Assumptions	Conceptual Level Construction Cost Estimate	Estimated Egineering for Design, Bidding, Inspection, and Construction Administration
West Hickman WWTP Gravity Thickeners ■ Option 1 - New Equipment, Carbon Technology, using existing pad ■ Option 2 - Relocate equipment from Town Branch WWTP, Carbon Technology, use existing pad	Option 1 - $900,000 Option 2 - $300,000	$135, 000
West Hickman WWTP Ash Tanks ■ Bioscrubber Technology, new pad, no new building	$1,000,000	$145,000
Town Branch WWTP North Primary Clarifiers ■ Bioscrubber Technology, new pad, no new building	$900,000	$135,000
Town Branch WWTP South Primary Clarifiers ■ Bioscrubber Technology, new pad, no new building	$900,000	$135,000
TOTAL		**$550,000**

Notes:

- Costs are conceptual level only. A detailed cost estimate shall be provided after the completion of Task 1 as described in the scope.
- Costs assume the current system airflows are adequate and meet all applicable codes, this shall be verified in Task 1.
- Costs assume that equipment will be outside and not require new buildings.
- The estimated engineering fees assume that each early action project will be bid separately.
- The estimated engineering fees were determined using the USDA Rural Development Fee Curve.



SECTION #9

Administrative Forms

GENERAL PROVISIONS

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

   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 notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. 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 this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed 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".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the 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 and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) 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 include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
(a) Failure to perform the contract according to its terms, conditions and specifications;
(b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

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

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never 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 no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise 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 LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

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

Jim Ross

Signature

01/11/2024

Date

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

Comes the Affiant, Jim Ross, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Jim Ross and he/she is the individual submitting the proposal or is the authorized representative of Webster Environmental Associates, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. 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 to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or 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.

Further, Affiant sayeth naught.

Jim Ross

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Grant Thompson on this the 2nd day of January, 2024.

My Commission expires: 4/10/2027

Grant Thompson
NOTARY PUBLIC, STATE AT LARGE

NOTARY PUBLIC
Expires
4/10/2027
Grant Allen Thompson
My Commission #
KYNP70145
COMMONWEALTH OF KENTUCKY

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- 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, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- 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.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

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

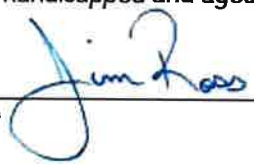
****

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

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

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

Webster Environmental Associates
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Webster Environmental Associates

Categories	Total	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		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1		1														
Professionals	7	6	1														
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective																	
Para-																	
Office/Clerical																	
Skilled Craft																	
Service/Maintena																	
Total:	8	6	2														

Prepared by: Jim Ross, Vice President **Date:** 01 / 11 / 2024

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) Contract participation. Disadvantaged Business Enterprises (DBE) consists of Minority-Owned Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE).

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this Contract be subcontracted to Disadvantaged Business Enterprises, which is made up of MBEs and WBEs. The Lexington Fayette Urban County Government also has set a goal that not less than three percent (3%) of the total value of this Contract be subcontracted to Veteran-owned Small Businesses. The goal for the utilization of Disadvantaged Business Enterprises as well Veteran –owned Small Businesses as subcontractors is a recommended goal. Contractor(s) who fail to meet such goal will be expected to provide written explanations to the Director of the Division of Purchasing of efforts they have made to accomplish the recommended goal, and the extent to which they are successful in accomplishing the recommended goal will be a consideration in the procurement process. Depending on the funding source, other DBE goals may apply.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, MPA, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Firm Submitting Proposal: Webster Environmental Associates

Complete Address: 13121 Eastpoint Park Blvd #E Louisville, KY 40223
Street City Zip

Contact Name: Jim Ross Title: Vice President

Telephone Number: 502.253.3443 Fax Number: 502.253.3442

Email address: jim.ross@odor.net

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.

2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.

3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**

4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.

5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)

3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:

    a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)

4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.

2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.

4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.

5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**

2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.

3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.

4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.

2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:

   a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

   b. Included documentation of advertising in the above publications with the bidders good faith efforts package

c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities

e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.

f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

d. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

e. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.

j. Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (https://lexingtonky.ionwave.net)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women's Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner's Council (NWBOC)	Janet Harris-Lange	janet@nwboc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #51-2023

The MWDBE and/or veteran 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 in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Magna Engineers 861 Corporate Drive, Suite 210 Lexington, KY 40503 859.309.2990 mhowlett@magnaengineers.com	WBE	Electrical Engineering	TBD	10%
2. Salt River Engineering 108 Poplar Street Harrodsburg, KY 40330 859.734.2334 conne@saltrivereng.com	VOSB	Cost Estimating	TBD	3%
3.				
4.				

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

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # RFP #51-2023

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #51-2023

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	**Contact Person**
Webster Environmental Associates	Jim Ross
Address/Phone/Email	**Bid Package / Bid Date**
13121 Eastpoint Park Blvd #E Louisville, KY 40223	Odor Control Master Planning / January 11, 2024

MWDBE Company Addres	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars $$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
N/A								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # RFP #51-2023

Total Contract Amount Awarded to Prime Contractor for this Project TBD

Project Name/ Contract # Odor Control Master Planning	**Work Period/ From:** TBD **To:**
Company Name: Webster Environmental Associates	**Address:** 13121 Eastpoint Park Blvd #E Louisville, KY 40223
Federal Tax ID: 61-1011402	**Contact Person:** Jim Ross

Subcontractor Vendor ID (name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
Magna Engineers	TBD						
Salt Rivers Engineering	TBD						

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Webster Environmental Associates
Company

Jim Ross
Company Representative

01/11/2024
Date

Vice President
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS
Bid/RFP/Quote # RFP #51-2023

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

__X__ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWBDE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

__X__ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items

into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

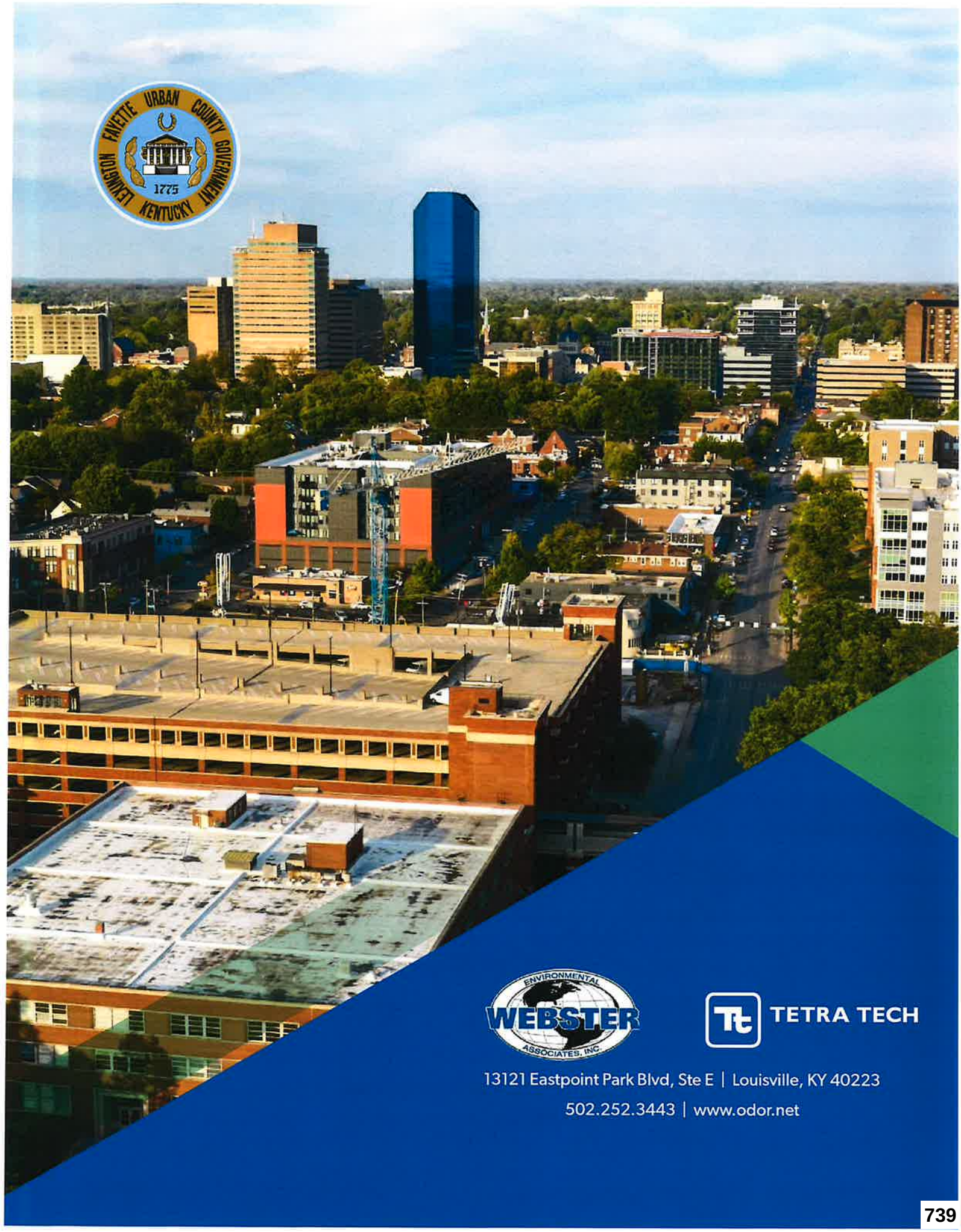
_____Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE **and Veteran participation.**

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Webster Environmental Associates	Jim Ross
Company	**Company Representative**
01/11/2024	Vice President
Date	**Title**



ENVIRONMENTAL
WEBSTER
ASSOCIATES, INC.

TETRA TECH

13121 Eastpoint Park Blvd, Ste E | Louisville, KY 40223

502.252.3443 | www.odor.net

EXHIBIT D

FURTHER DESCRIPTION OF BASIC ENGINEERING SERVICES AND RELATED MATTERS

EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES

AND RELATED MATTERS

MAYOR LINDA GORTON

LEXINGTON

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

EXHIBIT D

1. CLARIFICATIONS TO THE CONTRACT DOCUMENT AND EXHIBITS ARE AS FOLLOWS.

None

2. ALL INVOICES SUBMITTED AS PART OF THIS CONTRACT WILL CLEARLY IDENTIFY THE PORTION OF THE FEE ALLOCATED TO A DBE FIRM

Agreed

3. HOURLY RATE ADJUSTMENTS UNDER THIS CONTRACT WIL BE APPROVED AS FOLLOWS

a. *Because the scope of this work is so broad, all associated tasks will be assigned / approved by the LFUCG Program Manager. Responders to this solicitation shall provide hourly rates for any and all employees expected to bill hours to any task.*

b. *WEA will be allowed to request 2 adjustments, the first will be* ***July 1, 2025,*** *and the second will be* ***July 1, 2027.*** *The hourly rate adjustments will be based on the Cumulative Annual Consumer Price Index (CPI) that we use for sewer rate. Example-If the CPI is 1.7% posted in April 2026 and 1.2% posted in April 2027 - the rates would be adjusted 2.9% on July 1, 2027. The CPI rate shall be CPI for All Urban Consumers, the U.S. City Average ("CPI-u"). Once a task order has been issued, there will be no adjustments to hourly rates under that task order, even if the completion of the task order extends beyond any 365-day contract period.*

4. PROJECT MANAGEMENT DOCUMENT APPROACH

WEA / Terta Tech will host a SharePoint document management site and provide login credentials to identified LFUCG staff.

5. EXTERNAL COMMUNICATIONS PLAN

WEA will provide written project updates as requested by DWQ. DWQ will review and edit those updates in order to meet its public communications goals.

6. NEAR TERM PRIORITIES

a. Fast track projects – the reality of 2024 relief?
b. Interim options for the ASH tanks and recycle PS?
c. Chemical optimization – *Sharon Worley will be the WEA primary point of contact on this subject. GIS shapefiles will be provided so that she has access to DWQ collection system mapping.*
d. Detailed plan for 2024

CONCURRENCES

Jim Ross, P.E., President
Webster Environmental Associates (WEA), Inc

1/30/2024
Date

Charles H. Martin, P.E., Director
Division of Water Quality (DWQ)

1-31-2024
Date

RESOLUTION NO. 064 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE ENGINEERING SERVICES AGREEMENT WITH WEBSTER ENVIRONMENTAL ASSOCIATES FOR SEWER ODOR CONTROL MASTER PLANNING AND MANAGEMENT SERVICES, FOR THE DIVISION OF WATER QUALITY, AT A COST FOR THE FIRST PHASE OF THE SERVICES NOT TO EXCEED $550,000.00.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Engineering Services Agreement, which is attached hereto and incorporated herein by reference, with Webster Environmental Associates, for sewer odor control master planning and management services, for the Division of Water Quality.

Section 2 – That an amount, not to exceed the sum of $550,000.00 for the first phase of the services, be and hereby is approved for payment to Webster Environmental Associates, from account # 4003-303401-3401-92711, pursuant to the terms of the Engineering Services Agreement, with payments authorized for future phases as budgeted.

Section 3 – This Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: February 15, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL
0132-24:EPT:4855-0484-5733, v. 1