Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, March 19, 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

0295-24 Table of Motions: Council Work Session, March 12, 2024

Attachments: TOM 03.12.24

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Continuing Business/ Presentations

0301-24 A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Tates Creek High School PTSA, Inc. ($1,765.36); Edith J. Hayes PTSA ($200.00); Growing Together Preschool, Inc. ($800.00); Pensacola Park Neighborhood Association, LLC ($3,000.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($800.00); Southern Middle School PTSA, Inc. ($2,000.00); Pinnacle Homeowners Association, Inc. ($3,846.00); Lexington Children's Museum, Inc. ($2,300.00); African American Arts Association, Inc. ($1,200.00); LexArts, Inc. ($2,375.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: NDF List 3.19.24
0301-24 - Resolution NDF List 3-19-24 4881-3452-4589 v.1.docx
R-148-2024
Contract #074-2024 -Growing Together Preschool
Contract #074-2024 -Pensacola Park
Contract #074-2024 -Southern Middle
Contract #074-2024-Pinnacle Homeowners
Contract #074-2024 - Explorium
Contract #074-2024 - African American Arts
Contract #074-2024 -Community Action Council
Contract #074-2024- LexArts
Contract #074-2024 -Hayes Middle School
Contract #074-2024 - Tates Creek High School PTSA

0302-24 An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $225,000 to provide funds for Council Capital projects in the Div. of Parks and Recreation, and appropriating and re-appropriating funds, Schedule No. 39. [Div. of Budgeting, Lueker]

Attachments: Capital List 3.19.24
Council Capital Schedule 0039
Council Capital BA ordinance
0302-24 BA 4860-7932-1007 v.1.docx
O-035-2024

0304-24 Summary: Budget, Finance, and Economic Development Committee, February 27, 2024

Attachments: BFED 2-27-24 Meeting Summary

0305-24 Presentation: National Social Work Month

0296-24 Presentation: Medicinal Cannabis Legislation

Attachments: Medical Cannabis Legislation 3 19 24 .1 . 4891-1888-5547

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 **0264-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with Lexington Convention and Visitors Bureau, regarding collaboration related to the creation of an Assessment of existing Wayfinding Signs, for the Dept. of Environmental Quality and Public Works, requiring the government to provide $14,600 for the assessment. [Dept. of Environmental Quality and Public Works, Albright]

Attachments: Blue Sheet Memo
MOU Wayfinding Sign Assessment .1 . 4873-4094-0713
Exhibit A
264-24- VisitLex MOU 4876-5664-4783 v.2.docx
R-136-2024
Contract #097-2024

b **0265-24** A Resolution authorizing the Div. of Fire and Emergency Services to purchase parts and repair of Pierce Manufacturing Fire Apparatus from Atlantic Emergency Solutions, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Atlantic Emergency Solutions, related to the procurement. [Div. of Fire and Emergency Management, Wells]

Attachments: Atlantic SOLE SOURCE Blue Sheet_032024
Sole Source Justification_Atlantic Emergency Solutions_032024
265-24 4864-6708-2925 v.1.docx
R-137-2024

c **0266-24** A Resolution authorizing the Div. of Water Quality to purchase parts for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman Wastewater Treatment Plant from HACH Co., a sole source provider, at a cost not to exceed $61,286.40, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with HACH Co., related to the procurement. [Div. of Water Quality, Martin]

Attachments: Blue Sheet_Hach
Hach Quote
Hach SOLE SOURCE 2022 Letter
Hach_JUSTIFICATION 2 22 24
0266-24- Hach Company Sole Source 4872-3335-0063 v.1.docx
R-138-2024

d **0267-24** A Resolution authorizing the Div. of Water Quality to purchase services and parts for blowers at West Hickman Wastewater Treatment Plant from Southern Sales Co., Inc., a sole source provider, at a cost not to exceed $104,925, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Southern Sales Co., related to the procurement. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
Sole Source Justification
Southern Sales Quote
Sulzer Sole Source Letter
0267-24- Southern Sales Sole Source 4887-6086-3407 v.1.docx
R-139-2024

e **0275-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI), for accreditation subject to the terms and conditions applicable to an accredited organization. [Div. of Fire and Emergency Management, Wells]

Attachments: Bluesheet_Letter of Agreement_03.04.2024
Accredited Agency Letter of Agreement_Signed by Wells
0275-24 RESO 4857-4396-6125 v.1.docx
R-140-2024
Contract #066-2024

f **0278-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the Oakwood Neighborhood Association, for the management and operation of the Oakwood Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments: Blue Sheet Memo - Concession Agreement - Oakwood NPC - Signed - Updat
Oakwood Neighborhood Park Center Concession Agreement - Updated
Neighborhood Center Agreements - infographic
LexParks-NeighborhoodCenters-Photos-Oakwood Highlighted
0278-24 Resolution 4893-3861-5981 v.1.docx
R-141-2024
Contract #050-2024

g **0279-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Cardinal Valley Park Activity Board, Inc., for the management and operation of the Cardinal Valley Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments: Blue Sheet Memo - Concession Agreement - Cardinal Valley Park Activity Boa
Cardinal Valley Neighborhood Park Center Concession Agreement - Updated
Neighborhood Center Agreements - infographic
LexParks-NeighborhoodCenters-Photos-Valley Highlighted
0279-24 Resolution 4891-6756-7021 v.1.docx
R-142-2024
Contract #051-2024

h **0280-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Meadowthorpe Neighborhood Association, Inc., for the management and operation of the Meadowthorpe Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments: Blue Sheet Memo - Concession Agreement - Meadowthorpe NPC - Signed - U
Meadowthorpe Neighborhood Park Center Concession Agreement - Updated
Neighborhood Center Agreements - infographic
LexParks-NeighborhoodCenters-Photos-Meadowthorpe Highlighted
0280-24 Resolution 4854-0468-6509 v.1.docx
R-143-2024
Contract #052-2024

i **0285-24** A Resolution approving the Second Material Modification to the Consent Decree, and authorizing the Mayor, on behalf of the Urban County Government, to execute the Second Material Modification to the Consent Decree, amending Paragraph 15.G.(vii) of the Consent Decree to provide that the final deadline for all remedial

measures capital construction projects shall be no later than December 31, 2030, and amending Paragraph 29A of the Consent Decree related to reporting requirements. [Div. of Water Quality, Martin]

Attachments: Blue Sheet
LFUCG-CLEAN_Second_Material_Mod...
0285-24- Second Material Mod of Consent Decree 4872-9593-7455 v.1.doc
R-144-2024

j **0286-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Engineering Service Agreement with Prime AE, for the design of the North Limestone Improvements Project, at a cost not to exceed $424,619. [Div. of Engineering, Burton]

Attachments: 2024 03 11 Bluesheet Memo Limestone
ESA N Limestone - 03 11 2024 - W Attachments and Insurance - SIGNED
Person in Resp Charge Form
Project Map - N Limestone Withers to New Circle
2024 03 08_LFUCG Law Dept Responce to Requested ESA Changes
286-24 4887-8922-0269 v.1.doc
R-145-2024
Contract #064-2024

k **0287-24** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. 911 Services Board, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $132,516.59 in Commonwealth of Ky. funds for the Div. of Enhanced 911, the acceptance of which obligates the Urban County Government for the expenditure of $14,724.07, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Enhanced 911, Patton]

Attachments: 2024 03 11 Bluesheet Memo_KY911
AK Quote#001481 - CKY911 Host Controller HW Refresh 2024
911 SB Supplemental Forms for Mayor Signature
0287-24 (KY 911 Services Board Grant) 4873-8794-6670 v.1.doc
R-146-2024
Contract #071-2024

l **0289-24** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Pralltown Neighborhood Association, Inc., for the management and operation

of the Pralltown Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Attachments:
Blue Sheet Memo - Concession Agreement - Pralltown NPC - Signed - Updat
Pralltown Neighborhood Park Center Concession Agreement - Updated
LexParks-NeighborhoodCenters-Photos-Pralltown Highlighted
Neighborhood Center Agreements - infographic
0289-24 Resolution 4880-0043-6397 v.1.docx
R-147-2024
Contract #053-2024

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0295-24

File ID:	0295-24	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Table of Motions: Council Work Session, March 12, 2024			**Final Action:**	03/19/2024

Title: Table of Motions: Council Work Session, March 12, 2024

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 03.12.24

Enactment Number:

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved				Pass

Text of Legislative File 0295-24

Title

Table of Motions: Council Work Session, March 12, 2024

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
March 12, 2024

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

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Ellinger II to approve the March 5, 2024 Work Session Summary. Seconded by Gray. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Plomin to approve New Business. Seconded by Gray. Motion passed without dissent.

VII. Continuing Business/Presentations

Sheehan provided the summary for the February 6, 2024 Environmental Quality & Public Works Committee and a partial summary for the March 12, 2024 Environmental Quality & Public Works Committee.

Motion by Sheehan to place on the docket for the March 21, 2024 council meeting, a resolution establishing a grant program to be known as the Lex Grow Trees Grant Program and providing for its purpose and objectives; approving and adopting guidelines for the Lex Grow Trees Grant Program; and providing for the authority of the Tree Canopy Ad Hoc Committee over the Lex Grow Trees Grant Program, at a total cost not to exceed $1,000,000.00. Seconded by LeGris. Motion passed without dissent.

VIII. Council Reports

IX. Mayor's Report

X. Mayor's Report – Price Contract Bid Recommendations

XI. Public Comment – Issues Not on Agenda

XII. Adjournment

Meeting adjourned by Vice Mayor Wu at 3:30 p.m.

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0301-24

File ID:	0301-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	074-2024	**In Control:**	Urban County Council
				File Created:	03/14/2024
File Name:	NDF List 3/19/24			**Final Action:**	03/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Tates Creek High School PTSA, Inc. ($1,765.36); Edith J. Hayes PTSA ($200.00); Growing Together Preschool, Inc. ($800.00); Pensacola Park Neighborhood Association, LLC ($3,000.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($800.00); Southern Middle School PTSA, Inc. ($2,000.00); Pinnacle Homeowners Association, Inc. ($3,846.00); Lexington Children's Museum, Inc. ($2,300.00); African American Arts Association, Inc. ($1,200.00); LexArts, Inc. ($2,375.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes: Pinnacle stamped and filed in the CCO 3/28/2024. MS

Hayes Middle School, CAC, stamped and filed in the CCO. 4/26/2024 MS

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	NDF List 3.19.24, 0301-24 - Resolution NDF List 3-19-24 4881-3452-4589 v.1.docx, R-148-2024, Contract #074-2024 -Growing Together Preschool, Contract #074-2024 -Pensacola Park, Contract #074-2024 -Southern Middle, Contract #074-2024-Pinnacle Homeowners, Contract #074-2024 - Explorium, Contract #074-2024 - African American Arts, Contract #074-2024 -Community Action Council, Contract #074-2024- LexArts, Contract #074-2024 -Hayes Middle School, Contract #074-2024 - Tates Creek High School PTSA	**Enactment Number:**	R-148-2024
Deed #:		**Hearing Date:**	
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024	Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024	
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading			Pass
1	Urban County Council	03/21/2024	Approved			Pass

Text of Legislative File 0301-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Neighborhood Development Funds with Tates Creek High School PTSA, Inc. ($1,765.36); Edith J. Hayes PTSA ($200.00); Growing Together Preschool, Inc. ($800.00); Pensacola Park Neighborhood Association, LLC ($3,000.00); Community Action Council For Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($800.00); Southern Middle School PTSA, Inc. ($2,000.00); Pinnacle Homeowners Association, Inc. ($3,846.00); Lexington Children's Museum, Inc. ($2,300.00); African American Arts Association, Inc. ($1,200.00); LexArts, Inc. ($2,375.00), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:
Tates Creek High School PTSA
Amy Beasley
1111 Centre Parkway
Lexington, KY 40517
Purpose:
For spelling bee (prizes, passes, custodians) and LexTran youth bus passes for students
Amount:
$ 1,765.36

Organization:
Hayes Middle School PTSA
Carla Mack
260 Richardson Place
Lexington, KY 40509
Purpose:
To assist with food for the annual Dance Blue fundraiser
Amount:
$ 200.00

Organization:
Growing Together Preschool
Denise Menshouse
599 Lima Drive
Lexington, KY 40511
Purpose:
For a beautification project on the preschool grounds

Amount:
$ 800.00

Organization:
Pensacola Park Neighborhood Association
Francois Pomerleau
143 Goodrich Ave
Lexington, KY 40503
Purpose:
To replant trees lost in last year's ice storm/cold snap in the neighborhood
Amount:
$ 3,000.00

Organization:
Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.
Leidy Borges-Gonzalez
PO Box 11610
Lexington, KY 40576
Purpose:
To assist with Winburn Community Partners to provide food and drinks at community events from April through October 2024
Amount:
$ 800.00

Organization:
Southern Middle School PTSA
Kandace Bright
400 Wilson Downing Rd.
Lexington, KY 40517
Purpose:
For Spartan Day staff and student t-shirts, Kona Ice for students, and giveaway prizes
Amount:
$ 2,000.00

Organization:
Pinnacle Homeowners Association
Mike Habersack
717 Rose Hurst Way
Lexington, KY 40515
Purpose:
For beautification, landscaping, cleanup, and beaver dam removal
Amount:
$ 3,846.00

Organization:
Explorium of Lexington
440 W. Short St.
Lexington, KY 40507
Colby Ernest

Purpose:
To assist with their fundraising event and support of "night at the museum" event
Amount:
$ 2,300.00

Organization:
African American Arts Association
945 Deleware Ave.
Lexington, KY 40505
Joshua McCann
Purpose:
For their Alpha Project Program that provides alternatives to negative lifestyle choices for youth such as free creative and performing art, sports, teams, leadership, nature, and science Programs
Amount:
$ 1,200.00

Organization:
LexArts Inc.
161 N. Mill Street
Lexington, KY 40507
Seth Murphy
Purpose:
For the Tahlsound Concert Series to subsidize cost for the rental of the venue, portable toilets, and handwash stations
Amount:
$ 2,375.00

Neighborhood Development Funds
March 19, 2024
Work Session

Amount	Recipient	Purpose
$ 1,765.36	Tates Creek High School PTSA Amy Beasley 1111 Centre Parkway Lexington, KY 40517	For spelling bee (prizes, passes, custodians) and LexTran youth bus passes for students
$ 200.00	Hayes Middle School PTSA Carla Mack 260 Richardson Place Lexington, KY 40509	To assist with food for the annual Dance Blue fundraiser
$ 800.00	Growing Together Preschool Denise Menshouse 599 Lima Drive Lexington, KY 40511	For a beautification project on the preschool grounds
$ 3,000.00	Pensacola Park Neighborhood Association Francois Pomerleau 143 Goodrich Ave Lexington, KY 40503	To replant trees lost in last year's ice storm/cold snap in the neighborhood
$ 800.00	Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Leidy Borges-Gonzalez PO Box 11610 Lexington, KY 40576	To assist with Winburn Community Partners to provide food and drinks at community events from April through October 2024
$ 2,000.00	Southern Middle School PTSA Kandace Bright 400 Wilson Downing Rd. Lexington, KY 40517	For Spartan Day staff and student t-shirts, Kona Ice for students, and giveaway prizes
$ 3,846.00	Pinnacle Homeowners Association Mike Habersack 717 Rose Hurst Way Lexington, KY 40515	For beautification, landscaping, cleanup, and beaver dam removal
$ 2,300.00	Explorium of Lexington 440 W. Short St. Lexington, KY 40507 Colby Ernest	To assist with their fundraising event and support of "night at the museum" event
$ 1,200.00	African American Arts Association 945 Deleware Ave. Lexington, KY 40505 Joshua McCann	For their Alpha Project program that provides alternatives to negative lifestyle choices for youth such as free creative and performing art, sports, teams, leadership,
$ 2,375.00	LexArts Inc. 161 N. Mill Street Lexington, KY 40507	For the Tahlsound Concert Series to subsidize cost for the rental of the venue, portable toilets, and handwash stations

RESOLUTION NO. _____ - 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 TATES CREEK HIGH SCHOOL PTSA, INC. ($1,765.36); EDITH J. HAYES PTSA ($200.00); GROWING TOGETHER PRESCHOOL, INC. ($800.00); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($3,000.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ($800.00); SOUTHERN MIDDLE SCHOOL PTSA, INC. ($2,000.00); PINNACLE HOMEOWNERS ASSOCIATION, INC. ($3,846.00); LEXINGTON CHILDREN'S MUSEUM, INC. ($2,300.00); AFRICAN AMERICAN ARTS ASSOCIATION, INC. ($1,200.00); LEXARTS, INC. ($2,375.00), 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 Tates Creek High School PTSA, Inc., Edith J. Hayes PTSA, Growing Together Preschool, Inc., Pensacola Park Neighborhood Association, LLC., Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., Southern Middle School PTSA, Inc., Pinnacle Homeowners Association, Inc., Lexington Children's Museum, Inc., African American Arts Association, Inc., and LexArts, 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 Tates Creek High School PTSA, Inc. ($1,765.36); Edith J. Hayes PTSA ($200.00); Growing Together Preschool, Inc. ($800.00); Pensacola Park Neighborhood Association, LLC ($3,000.00); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($800.00); Southern Middle School PTSA, Inc. ($2,000.00); Pinnacle Homeowners Association, Inc. ($3,846.00); Lexington Children's Museum, Inc. ($2,300.00); African American Arts Association, Inc. ($1,200.00); LexArts, Inc. ($2,375.00), 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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0301-24:GET:4881-3452-4589, v. 1

RESOLUTION NO. 148 - 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 TATES CREEK HIGH SCHOOL PTSA, INC. ($1,765.36); EDITH J. HAYES PTSA ($200.00); GROWING TOGETHER PRESCHOOL, INC. ($800.00); PENSACOLA PARK NEIGHBORHOOD ASSOCIATION, LLC ($3,000.00); COMMUNITY ACTION COUNCIL FOR LEXINGTON-FAYETTE, BOURBON, HARRISON, AND NICHOLAS COUNTIES, INC. ($800.00); SOUTHERN MIDDLE SCHOOL PTSA, INC. ($2,000.00); PINNACLE HOMEOWNERS ASSOCIATION, INC. ($3,846.00); LEXINGTON CHILDREN'S MUSEUM, INC. ($2,300.00); AFRICAN AMERICAN ARTS ASSOCIATION, INC. ($1,200.00); LEXARTS, INC. ($2,375.00), 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 Tates Creek High School PTSA, Inc., Edith J. Hayes PTSA, Growing Together Preschool, Inc., Pensacola Park Neighborhood Association, LLC., Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc., Southern Middle School PTSA, Inc., Pinnacle Homeowners Association, Inc., Lexington Children's Museum, Inc., African American Arts Association, Inc., and LexArts, 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 Tates Creek High School PTSA, Inc. ($1,765.36); Edith J. Hayes PTSA ($200.00); Growing Together Preschool, Inc. ($800.00); Pensacola Park Neighborhood Association, LLC ($3,000.00); Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. ($800.00); Southern Middle School PTSA, Inc. ($2,000.00); Pinnacle Homeowners Association, Inc. ($3,846.00); Lexington Children's Museum, Inc. ($2,300.00); African American Arts Association, Inc. ($1,200.00); LexArts, Inc. ($2,375.00), 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 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0301-24:GET:4881-3452-4589, v. 1

DocuSign Envelope ID: 7959A0E7-C610-48C5-B8B6-752BE6921E30

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Growing Together Preschool (Hereinafter "Organization"), of 599 Lima Drive, Lexington, KY 40511, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $800 (Eight Hundred Dollars and No Cents) for the following lawful public purpose:

   [For a beautification project on the preschool grounds]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Denise Menshouse
(Denise Menshouse)
(Growing Together Preschool)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pensacola Park Neighborhood Association (Hereinafter "Organization"), of 143 Goodrich Ave, Lexington, KY 40503, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $3000 (Three Thousand Dollars and No Cents) for the following lawful public purpose:

   [To replant trees lost in last year's ice storm/cold snap in the neighborhood]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Ellinger's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year.**

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Francois Pomerleau
(Francois Pomerleau)
(Pensacola Park Neighborhood Association)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Southern Middle School PTSA (Hereinafter "Organization"), of 400 Wilson Downing Rd., Lexington, KY 40517, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2000 (Two Thousand Dollars and No Cents) for the following lawful public purpose:

   [For Spartan Day staff and student t-shirts, Kona Ice for students, and giveaway prizes]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Monarrez's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: _____
(Kandace Bright)
(Southern Middle School PTSA)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Pinnacle Homeowners Association (Hereinafter "Organization"), of 717 Rose Hurst Way, Lexington, KY 40515, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $3846 (Three Thousand Eight Hundred Forty-Six Dollars and No Cents) for the following lawful public purpose:

   [For beautification, landscaping, cleanup, and beaver dam removal]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Monarrez's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Mike Habersack
(Mike Habersack)
(Pinnacle Homeowners Association)

4857-1913-5132, v. 4

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AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Explorium of Lexington (Hereinafter "Organization"), of 440 W. Short St., Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2300 (Two Thousand Three Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with their fundraising event and support of "night at the museum" event]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Baxter's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: J. Colby Ernest
(Colby Ernest)
(Explorium of Lexington)

4857-1913-5132, v. 4

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AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and African American Arts Association (Hereinafter "Organization"), of 945 Delaware Ave., Lexington, KY 40505, Fayette County.

WITNESSETH:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1200 () for the following lawful public purpose:

   [For their Alpha Project program that provides alternatives to negative lifestyle choices for youth such as free creative and performing art, sports, teams, leadership, nature, and science programs]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Lynch's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Joshua McCann)
(African American Arts Association)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc. (Hereinafter "Organization"), of PO Box 11610, Lexington, KY 40576, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $800 (Eight Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with Winburn Community Partners to provide food and drinks at community events from April through October 2024]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember J. Brown's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Leidy Borges-Gonzalez
(Leidy Borges-Gonzalez)
(Community Action Council for Lexington-Fayette, Bourbon, Harrison, and Nicholas Counties, Inc.)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and LexArts Inc. (Hereinafter "Organization"), of 161 N. Mill Street, Lexington, KY 40507, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $2375 (Two thousand Three Hundred Seventy-Five Dollars and No Cents) for the following lawful public purpose:

   [For the Tahlsound Concert Series to subsidize cost for the rental of the venue, portable toilets, and handwash stations]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Sevigny's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Seth Murphy
(Seth Murphy)
(LexArts Inc.)

4857-1913-5132, v. 4

DocuSign Envelope ID: 51905852-B75F-4DD9-AC46-59482F2882B7

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Hayes Middle School PTSA (Hereinafter "Organization"), of 260 Richardson Place, Lexington, KY 40509, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $200 (Two Hundred Dollars and No Cents) for the following lawful public purpose:

   [To assist with food for the annual Dance Blue fundraiser]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Worley's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:
Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By: Carla Mack
(Carla Mack)
(Hayes Middle School PTSA)

4857-1913-5132, v. 4

AGREEMENT

THIS AGREEMENT, made and entered into on the 22nd day of March, 2024 by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (Hereinafter "Government"), on behalf of its Office of the Urban County Council, and Tates Creek High School PTSA (Hereinafter "Organization"), of 1111 Centre Parkway, Lexington, KY 40517, Fayette County.

W I T N E S S E T H:

WHEREAS, the Urban County Council may allocate Neighborhood Development Funds (NDFs) to any incorporated non-profit organization for any lawful public purpose in the best interest of and for the use and benefit of the community; and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, Organization accordingly enhances the environment of Lexington; and

WHEREAS, Organization has requested funding for a specific lawful public purpose that is in the best interest of and for the use and benefit of the community.

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

1. **Amount and Intended Use of Neighborhood Development Funds**. Government hereby grants Organization the sum of $1765.36 (One Thousand Seven Hundred Sixty-Five Dollars and Thirty-Six Cents) for the following lawful public purpose:

   [For spelling bee (prizes, passes, custodians) and LexTran youth bus passes for students]

2. **Finalization of Agreement**. Organization shall return this Agreement to the Council Administrator's Office on or before April 21, 2024. If Organization **fails to sign and return this Agreement within 30 days, Organization shall be deemed to have forfeited the Neighborhood Development Funds and Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

3. **Receipt of Funds**. Upon return of the signed Agreement to the Council Administrator's Office, the Council Administrator shall issue the check to the Organization. The check shall be timely deposited by the Organization within 60 days of receipt. If the Organization **fails to deposit the check within 60 days of receipt, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**. Under no circumstances shall a check that the Organization fails to deposit within sixty (60) days of receipt be re-issued by the Government.

4. **Required Documentation**. Organization shall submit all relevant receipts and financial documentation to Councilmember Monarrez's office, documenting the use of the granted funds for the specified lawful public purpose, within six (6) months of receiving the Neighborhood Development Fund check. If Organization **fails to provide the required documentation, the Organization shall be deemed ineligible to receive Neighborhood Development Funds for a period of one (1) year**.

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5. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

6. In any written or oral communications, the Organization shall identify the Lexington-Fayette Urban County Government as the source of the above-referenced funds; the Organization shall not specifically identify an individual Councilmember as being responsible for the funds donated by the Lexington-Fayette Urban County Government.

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, MAYOR

ATTEST:

Abbye Allan
CLERK OF URBAN COUNTY COUNCIL

By:
(Amy Beasley)
(Tates Creek High School PTSA)

4857-1913-5132, v. 4

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0302-24

File ID:	0302-24	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/14/2024
File Name:	Capital List 3/19/24			**Final Action:**	04/11/2024

Title: An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $225,000 to provide funds for Council Capital projects in the Div. of Parks and Recreation, and appropriating and re-appropriating funds, Schedule No. 39. [Div. of Budgeting, Lueker]

Notes:

Sponsors:

Enactment Date: 04/11/2024

Attachments: Capital List 3.19.24, Council Capital Schedule 0039, Council Capital BA ordinance, 0302-24 BA 4860-7932-1007 v.1.docx, O-035-2024

Enactment Number: O-035-2024

Deed #:

Hearing Date:

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	04/11/2024		
1	Urban County Council	04/11/2024	Approved				Pass

Text of Legislative File 0302-24

Title

An Ordinance amending certain of the Budgets of the Lexington-Fayette Urban County Government to reflect current requirements for funds in the amount of $225,000 to provide funds for Council Capital projects in the Div. of Parks and Recreation, and appropriating and re-appropriating funds, Schedule No. 39. [Div. of Budgeting, Lueker]

Summary

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 $225,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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 $225,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, 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. 0039 attached hereto and incorporated herein by reference.

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

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-91015

Purpose:
For Tates Creek entrance improvements
Amount:
$ 55,000.00

Organization:
LFUCG - Parks and Recreation
Michelle Kosieniak
1105-707602-7221-90513

Purpose:
For Hartland Park picnic shelter
Amount:
$ 140,000.00

Organization:
LFUCG - Parks and Recreation
Monica Conrad
1105-707603-7221-91015

Purpose:
For Constitution Park basketball court renovation
Amount:
$ 30,000.00

Council Capital Projects
March 19, 2024
Work Session

Amount	Recipient	Purpose
$ 55,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-91015	For Tates Creek entrance improvements
$ 140,000.00	LFUCG - Parks and Recreation Michelle Kosieniak 1105-707602-7221-90513	For Hartland Park picnic shelter
$ 30,000.00	LFUCG - Parks and Recreation Monica Conrad 1105-707603-7221-91015	For Constitution Park basketball court renovation

AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024

SCHEDULE NO: 0039

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST		
146710	COUNCIL OFFICE				03/19/2024	TO PROVIDE FUNDS FOR CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE HARTLAND PARK PICNIC SHELTER.		
		1105-121002-1008-91715	115,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-121002-1012-91715	25,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-707602-7221-90513	140,000.00			PROVIDE	FUNDS FOR	PARK SHELTERS
146712	COUNCIL OFFICE				03/19/2024	TO PROVIDE FUNDS FOR COUNCIL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE TATES CREEK ENTRANCE IMPROVEMENTS.		
		1105-121002-1008-91715	35,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-121002-1022-91715	10,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-121002-1023-91715	10,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-707602-7221-91015	55,000.00			PROVIDE	FUNDS FOR	PARK AREA RENOVATION
146784	COUNCIL OFFICE				03/19/2024	TO PROVIDE FUNDS FROM COUNCIL PROJECTS FOR THE DIVISION OF PARKS AND RECREATION FOR CONSTITUTION PARK BASKETBALL COURT RENOVATIONS.		
		1105-121002-1006-91715	30,000.00	CR		DECREASE	FUNDS FOR	CONSTRUCTION-STREET
		1105-707602-7221-91015	30,000.00			PROVIDE	FUNDS FOR	PARK AREA RENOVATION
			0.00		1105	GENERAL FUND CAPITAL PROJECTS		

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING

3/17/2024

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 $225,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0039.

_____

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 $225,000 to provide funds for Council Capital projects in the Division of Parks and Recreation:

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 $225,000 to provide funds for Council Capital projects in the Division of Parks and Recreation, and that to effect such Amendments the following appropriations be and hereby are authorized and directed:

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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. 0039 attached hereto and incorporated herein by reference.

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

ORDINANCE NO. _____ - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $225,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0039.

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PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:
0302-24:DJB:4860-7932-1007, v. 1

ORDINANCE NO. 035 - 2024

AN ORDINANCE AMENDING CERTAIN OF THE BUDGETS OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT TO REFLECT CURRENT REQUIREMENTS FOR FUNDS IN THE AMOUNT OF $225,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0039.

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PASSED URBAN COUNTY COUNCIL: April 11, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL
PUBLISHED: April 18, 2024-1t
0302-24:DJB:4860-7932-1007, 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 $225,000 TO PROVIDE FUNDS FOR COUNCIL CAPITAL PROJECTS IN THE DIVISION OF PARKS AND RECREATION, AND APPROPRIATING AND RE-APPROPRIATING FUNDS, SCHEDULE NO. 0039.

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AMENDMENTS TO BUDGETS OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FY 2024

SCHEDULE NO: 0039

BUDGET JOURNAL	DIVISION	ACCOUNTING	AMOUNT		WORK SESSION	REASON FOR REQUEST
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146712	COUNCIL OFFICE				03/19/2024	TO PROVIDE FUNDS FOR COUNCIL PROJECTS IN THE DIVISION OF PARKS AND RECREATION FOR THE TATES CREEK ENTRANCE IMPROVEMENTS.
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		1105-121002-1022-91715	10,000.00	CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
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		1105-121002-1006-91715	30,000.00	CR		DECREASE FUNDS FOR CONSTRUCTION-STREET
		1105-707602-7221-91015	30,000.00			PROVIDE FUNDS FOR PARK AREA RENOVATION
			0.00		1105	GENERAL FUND CAPITAL PROJECTS

REPORT COMPILED BY: emcgee

DIVISION OF BUDGETING

3/17/2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0304-24

File ID:	0304-24	**Type:**	Summary	**Status:**	Received and Filed
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/14/2024
File Name:	Summary: Budget, Finance, and Economic Development Committee, February 27, 2024			**Final Action:**	03/19/2024
Title:	Summary: Budget, Finance, and Economic Development Committee, February 27, 2024				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	BFED 2-27-24 Meeting Summary			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Received and Filed				

Text of Legislative File 0304-24

Title

Summary: Budget, Finance, and Economic Development Committee, February 27, 2024

Budget, Finance & Economic Development Committee
February 27, 2024
Summary and Motions

Chair James Brown called the meeting to order at 1:02 p.m. Council Members Chuck Ellinger, Hannah LeGris, Liz Sheehan, Fred Brown, Whitney Baxter, Jennifer Reynolds, and Kathy Plomin were in attendance. Council Members Tayna Fogle, Shayla Lynch, Brenda Monarrez, Denise Gray, and Dave Sevigny were also present as non-voting members.

I. Approval of January 30, 2024 Committee Summary

A motion by Sheehan to approve the January 30, 2024 Committee Summary, seconded by LeGris, the motion passed without dissent.

II. Monthly Financial Update – February 2024

Commissioner Hensley provided a brief update on the monthly financials. Revenues are running positive to variance with performance better than expected to budget. Personnel cost is very close to budget. Year over year seeing more spending on expenses.

End of the year item is net profit collections that happen April 15th to May 15th. Revenue estimate is conservative based on where we have historically landed. Investment income is from interest earned from investments.

No action was taken on this item.

III. Lexington Economic Workforce & Revenue Update

The Lexington Economic Workforce and Revenue Update was provided by Director of Business Engagement, Amy Glasscock. Workforce development is the number one issue for economic development in Fayette County. Developing, keeping, attracting, and maximizing the potential of people in the community is a huge difference maker for economic development. In 2020, Fayette County had a population count of 322,570 people which amounts to a 30% increase in population growth since 1990. Since 1990, Lexington-Fayette County has added 47,295 jobs.

Local gross domestic product is a comprehensive measure of the economies of counties, metropolitan statistical areas, and some other local areas. GDP measures the value of goods and services produced in an area. Total GDP for Lexington economy in 2022 was $21,209,754 (measured in $1,000's) approximately and had a 3.11% growth rate.

Annual unemployment rate for Fayette County as of October 2023, was 3.1%. Unemployment rates have remained stable since quarter 3 of 2020. As of quarter 2 of 2023, there were

approximately 200,000 jobs in Fayette County. Healthcare and education, transportation and trade and utilities, and professional and business services are the top 3 job industries.

Overall, Lexington is growing and our economy is healthy. With workforce being the number one issue for economic development, it is imperative to build talent pipelines, support job retention, remove barriers to employment, and expand our labor force.

No action was taken on this item.

IV. Lexington Economic Outlook & Occupational Tax Forecast

Dr. Mike Clark, Director of the University of Kentucky's Center for Business and Economic Research, presented on the annual Lexington Economic Outlook and Occupational Tax Forecast. The national economy is slowing, inflation pressures have eased, employment continues to grow but at a slower pace and there has been slower wage growth. Lexington has strong employment growth across most major sectors in FY23, but is expected to slow down in FY24 and FY25.

Current Fayette County unemployment rate is very low right now but is expected to rise slightly in the next year. Total non-farm employment has grown by 8.1% since 2020. Financial activity sector has grown by 18.2% since 2020. The manufacturing metropolitan statistical area (MSA) percent change has stayed relatively flat. Construction, mining, and logging employment percent change is at 14.9 % and decreasing.

The sectors that are slowing down are natural resources and manufacturing. Sectors that are growing are construction, trade, transportation, and utilities, professional and business services, education and health services, leisure and hospitality, and government. Drivers of payroll tax in Lexington are employment, average wages, and payroll tax revenue. Growth in payroll tax in revenues in FY23 were from 45% growth in employment and 55% growth in wages. Payroll tax estimated to be $273.8 million in FY25. Net profit tax revenue for FY25 projected to be $68.9 million. Net profits do not typically follow payroll tax trends. National growth is predicted to be low.

Farm employment is difficult to measure well which is why the industry is excluded. Employment numbers come from employers self-reporting. Best estimate for these employees is a census conducted by the USDA every 5 years. Total farm employment is a relatively small share of the economy and slowly declining.

No action was taken on this item.

V. Adjournment

A motion by Plomin to adjourn at 2:26pm, seconded by LeGris, the motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0305-24

File ID:	0305-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/14/2024
File Name:	Presentation: National Social Work Month			**Final Action:**	03/19/2024
Title:	Presentation: National Social Work Month				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:				**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Received and Filed				

Text of Legislative File 0305-24

Title

Presentation: National Social Work Month

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0296-24

File ID:	0296-24	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/13/2024
File Name:	Presentation: Medicinal Cannabis Legislation			**Final Action:**	03/19/2024
Title:	Presentation: Medicinal Cannabis Legislation				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	Medical Cannabis Legislation 3 19 24 .1 . 4891-1888-5547			**Enactment Number:**	
Deed #:				**Hearing Date:**	
Drafter:				**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Received and Filed				

Text of Legislative File 0296-24

Title

Presentation: Medicinal Cannabis Legislation

MEDICINAL CANNABIS LEGISLATION

March 19, 2024

Work Session

LEXINGTON

- Legal Framework
- Local Government Authority
- Timeline
- Zoning Ordinance Text Amendment

Legal Framework—Generally

- 2023 SB47 legalizes medicinal cannabis effective January 1, 2025. Pending legislation amends the effective date.
- Excludes medicinal cannabis from the definition of “marijuana” for criminal law.
- Outlines requirements for operation of cannabis businesses, qualifying medical conditions, process and procedures for dispensing and possessing medicinal cannabis.
- Broad regulatory authority granted to the Cabinet for Health and Family Services and the Kentucky Medical Cannabis Program.
- 5 categories of “cannabis business entities,” which will require licensing by the state and subject to limited local regulation.

Cannabis Business Entities

- Cultivator
  - 4 tiers based on size of growing area
- Processor
- Producer
- Safety Compliance Facility
- Dispensary

- May not be located within 1,000 feet of existing elementary or secondary school or daycare center.
- Very detailed security and operational requirements overseen by the Cabinet.

Local Government Authority – KRS 218B.130

- "Enact ordinances not in conflict with this chapter or with the cabinet's administrative regulations, regulating the **time, place, and manner** of cannabis business operations, except that a local government shall not enact ordinances that impose an undue burden or make cannabis business operations unreasonable or impractical."
  - Zoning
  - May also impose fees consistent with ordinary and reasonable local fees. Currently being drafted.
- Enact an ordinance prohibiting all cannabis business operations.
  - Public question initiated by petition may be submitted to voters.
- Enact a resolution putting the question to voters.

Pending Amendments and Timeline

- “Medicinal cannabis businesses cannot ensure an adequate supply of medicinal cannabis in 2025 without becoming licensed and operational in 2024.”
- Accelerates effective date.
  - Senate Bill 337--licensing process can start immediately upon passage.
  - House Bill 829—licensing process can start August 1st.
  - Licensing decision within 45 days of receipt of completed application.
- Local governments under a short timeline to enact any desired regulations.

Zoning Ordinance Text Amendment

- Planning Commission initiated ZOTA on March 14.

- Draft ZOTA includes recommended zones for all Cannabis Business Entities.

- Public Input on Draft ZOTA:
  - April 8: Mailed notice to Neighborhood Associations
  - May 2: Planning Commission Zoning Committee
  - **May 9: Planning Commission Public Hearing**
  - June 11: Council Work Session docket
  - **June 13: Council First Reading**

QUESTIONS?



LEXINGTON

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

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0927-23

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0264-24

File ID:	0264-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	097-2024	**In Control:**	Urban County Council
				File Created:	03/06/2024
File Name:	MOU - VisitLex Wayfinding Signs Assessment			**Final Action:**	03/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with Lexington Convention and Visitors Bureau, regarding collaboration related to the creation of an Assessment of existing Wayfinding Signs, for the Dept. of Environmental Quality and Public Works, requiring the government to provide $14,600 for the assessment. [Dept. of Environmental Quality and Public Works, Albright]

Notes: agreement stamped and file din CCO. Copy given back to Ricahrd Dugas 5/1/2024 AA

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Blue Sheet Memo, MOU Wayfinding Sign Assessment .1 . 4873-4094-0713, Exhibit A, 264-24-VisitLex MOU 4876-5664-4783 v.2.docx, R-136-2024, Contract #097-2024	**Enactment Number:**	R-136-2024
Deed #:		**Hearing Date:**	
Drafter:	Richard Dugas	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0264-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Memorandum of Understanding with Lexington Convention and

Visitors Bureau, regarding collaboration related to the creation of an Assessment of existing Wayfinding Signs, for the Dept. of Environmental Quality and Public Works, requiring the government to provide $14,600 for the assessment. [Dept. of Environmental Quality and Public Works, Albright]

Summary

Authorization to execute Memorandum of Understanding with Lexington Convention and Visitors Center A/K/A VisitLex to collaborate and share costs for an Assessment of the existing Wayfinding Signs. LFUCG and VisitLex will split the cost of the Assessment 50/50. LFUCG's cost is not to exceed $14,600 for the assessment. (L0264-24) (Dugas/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by E. Thompson 3/8/24

Risk Management: NA

Fully Budgeted: BA in process for LFUCG portion

Account Number: 1136-313101-3101-91614

This Fiscal Year Impact: $14,600 LFUCG

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

NANCY ALBRIGHT
COMMISSIONER
ENVIRONMENTAL QUALITY & PUBLIC WORKS

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
Richard Dugas, Administrative Officer Sr.
Environmental Quality and Public Works

DATE: March 6, 2024

SUBJECT: Request authorization to execute Memorandum of Understanding with Lexington Convention and Visitors Center A/K/A VisitLex to collaborate and share costs for an Assessment of the existing Wayfinding Signs.

Request
Request authorization to execute Memorandum of Understanding with Lexington Convention and Visitors Center A/K/A VisitLex to collaborate and share costs for an Assessment of the existing Wayfinding Signs. LFUCG and VisitLex will split the cost of "the Assessment" 50/50.

Why are you requesting?
The existing Wayfinding Sign program was initiated in 2000 culminating in the installation of over ninety signs being installed in 2011. In the intervening thirteen years several signs have been damaged or destroyed. This joint effort will result in a complete inventory and condition assessment of all the existing sign. This assessment will form the basis for next steps for the Wayfinding Sign program.

What is the cost in this budget year and future budget years?
The cost of the assessment will be $29,200 ($14,600 LFUCG/$14,600 VisitLex).
The results of the assessment will determine potential cost in future budget years.

Are the funds budgeted?
FY23 funding for Wayfinding but was not encumbered and moved to fund balance.
BA has been requested move funds back for this project: 1139-313101-3101-91614

Director/Commissioner Dugas / Albright

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the _____ day of _____ 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE LEXINGTON CONVENTION AND VISITORS BUREAU, A/K/A VISITLEX**, whose post office address is 215 W. Main St., Suite 75, Lexington, Kentucky 40507 ("VisitLex").

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the creation of a wayfinding sign conditions assessment ("the Assessment" or "the Project"). The Assessment will be done in the manner reflected in the attached Exhibit A.

II. BACKGROUND

LFUCG desires to assess the condition of wayfinding signs throughout Lexington-Fayette County ("the Assessment" or "the Project"). VisitLex agrees to partner with LFUCG on the Project. VisitLex agrees to share the cost of the Assessment equally with LFUCG.

III. FUNDING/BUDGET

This wayfinding sign assessment project is believed to cost approximately $29,200. LFUCG and VisitLex shall share the cost and responsibilities of the Assessment in the manner described below.

IV. LFUCG'S RESPONSIBILITIES UNDER THIS MOU

LFUCG shall:

i. contribute 50% of the cost of the Assessment;
ii. select, hire, and manage a consultant to conduct the Assessment;
iii. provide management of the Project, which includes providing consultant with supporting data (existing locations, ROW/utility maps, etc.); and
iv. create and organize a steering committee to provide guidance regarding the creation and implementation of the Assessment, and determine its membership, including one member selected by VisitLex as provided below.

V. VISITLEX'S RESPONSIBILITIES UNDER THIS MOU

VisitLex shall:

i. provide 50% of the cost of the Assessment to LFUCG;
ii. cooperate with LFUCG in the management of the Project; and
iii. provide one member for the steering committee referenced above.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This agreement may be amended by mutual agreement of both parties.

Each party shall appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of the parties' authorized officials.

It shall be in force from the date of execution for a period of 1 year.

The parties indicate agreement with this MOU by their signatures.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN GOVERNMENT	THE LEXINGTON CONVENTION COUNTY AND VISITORS BUREAU
By:_____	BY:_____
LINDA GORTON, MAYOR	

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

4873-4094-0713, v. 1


6' - 0"
17' - 6"
9' - 6"
7' - 3 3/4"
8 1/4"
LOGO IS DIGITALLY PRINTED ONTO 3M SCOTCHLITE REFLECTIVE 'WHITE' GRAPHIC FILM #5100-10 W/ CLEAR MATTE OVER LAMINATE APPLIED TO ALUM. PANEL
PANEL & VINYL SEAM
COPY & LINE ARE SURFACE APPLIED VINYL DIAMOND GRADE DG3 REFLECTIVE SHEETING 4090 'WHITE'
-ARTWORK AVAILABLE IN ENGINEERING
ALUM. PANEL PAINTED MAP TO MATCH PMS 560C ON SIDES & BACK ONLY
SURFACE APPLIED 3M HIGH INTENSITY PRISMATIC SHEETING 3930 'WHITE' W/ SCREENED TRANSPARENT INK TO MATCH PMS 560C
PANEL & VINYL SEAM
Welcome to Lexington
Follow These Signs To Area Attractions
STEEL POLE PAINTED MP #33764 'BLACK'
SPLIT ALUM. ESCUTCHEON COVER W/ SEAMS TO BE ON THE SIDES OF SIGN PAINTED MP #33764 'BLACK'
GRADE
1
A.1-1
FRONT ELEVATION
1/2" = 1' - 0"


1420
2nd Chance
Welcome to Lexington
Follow These Signs To Area Attractions
21

RESOLUTION NO. _____ – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH LEXINGTON CONVENTION AND VISITORS BUREAU, REGARDING COLLABORATION RELATED TO THE CREATION OF AN ASSESSMENT OF EXISTING WAYFINDING SIGNS, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, REQUIRING THE GOVERNMENT TO PROVIDE $14,600 FOR THE ASSESSMENT.

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 Understanding, which is attached hereto and incorporated herein by reference, with Lexington Convention and Visitors Bureau, regarding collaboration related to the creation of an assessment of existing wayfinding signs, for the Department of Environmental Quality and Public Works.

Section 2 – That an amount, not to exceed the sum of $14,600.00, be and hereby is approved for payment for the assessment, from account # 1139-313101-3101-91614, pursuant to the terms of the Memorandum of Understanding and any other agreement with the selected contractor.

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
0264-24:EPT_4876-5664-4783, v. 2

RESOLUTION NO. 136 – 2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING WITH LEXINGTON CONVENTION AND VISITORS BUREAU, REGARDING COLLABORATION RELATED TO THE CREATION OF AN ASSESSMENT OF EXISTING WAYFINDING SIGNS, FOR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS, REQUIRING THE GOVERNMENT TO PROVIDE $14,600 FOR THE ASSESSMENT.

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 Understanding, which is attached hereto and incorporated herein by reference, with Lexington Convention and Visitors Bureau, regarding collaboration related to the creation of an assessment of existing wayfinding signs, for the Department of Environmental Quality and Public Works.

Section 2 – That an amount, not to exceed the sum of $14,600.00, be and hereby is approved for payment for the assessment, from account # 1139-313101-3101-91614, pursuant to the terms of the Memorandum of Understanding and any other agreement with the selected contractor.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF THE URBAN COUNTY COUNCIL

0264-24:EPT_4876-5664-4783, v. 2

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the 24 day of April 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE LEXINGTON CONVENTION AND VISITORS BUREAU, A/K/A VISITLEX**, whose post office address is 215 W. Main St., Suite 75, Lexington, Kentucky 40507 ("VisitLex").

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the creation of a wayfinding sign conditions assessment ("the Assessment" or "the Project"). The Assessment will be done in the manner reflected in the attached Exhibit A.

II. BACKGROUND

LFUCG desires to assess the condition of wayfinding signs throughout Lexington-Fayette County ("the Assessment" or "the Project"). VisitLex agrees to partner with LFUCG on the Project. VisitLex agrees to share the cost of the Assessment equally with LFUCG.

III. FUNDING/BUDGET

This wayfinding sign assessment project is believed to cost approximately $29,200. LFUCG and VisitLex shall share the cost and responsibilities of the Assessment in the manner described below.

IV. LFUCG'S RESPONSIBILITIES UNDER THIS MOU

LFUCG shall:

i. contribute 50% of the cost of the Assessment;
ii. select, hire, and manage a consultant to conduct the Assessment;
iii. provide management of the Project, which includes providing consultant with supporting data (existing locations, ROW/utility maps, etc.); and
iv. create and organize a steering committee to provide guidance regarding the creation and implementation of the Assessment, and determine its membership, including one member selected by VisitLex as provided below.

V. VISITLEX'S RESPONSIBILITIES UNDER THIS MOU

VisitLex shall:

i. provide 50% of the cost of the Assessment to LFUCG;
ii. cooperate with LFUCG in the management of the Project; and
iii. provide one member for the steering committee referenced above.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

This agreement may be amended by mutual agreement of both parties.

Each party shall appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU.

VII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of the parties' authorized officials.

It shall be in force from the date of execution for a period of 1 year.

The parties indicate agreement with this MOU by their signatures.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

LEXINGTON-FAYETTE URBAN GOVERNMENT

BY: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:
URBAN COUNTY COUNCIL CLERK

THE LEXINGTON CONVENTION COUNTY AND VISITORS BUREAU

BY: Marguerite K. Ramer

4873-4094-0713, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0265-24

File ID:	0265-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/06/2024
File Name:	Atlantic Emergency Solutions Sole Source			**Final Action:**	03/21/2024

Title: A Resolution authorizing the Div. of Fire and Emergency Services to purchase parts and repair of Pierce Manufacturing Fire Apparatus from Atlantic Emergency Solutions, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Atlantic Emergency Solutions, related to the procurement. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 03/21/2024

Attachments: Atlantic SOLE SOURCE Blue Sheet_032024, Sole Source Justification_Atlantic Emergency Solutions_032024, 265-24 4864-6708-2925 v.1.docx, R-137-2024

Enactment Number: R-137-2024

Deed #:

Hearing Date:

Drafter: Tammy James

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0265-24

Title

A Resolution authorizing the Div. of Fire and Emergency Services to purchase parts and repair of Pierce Manufacturing Fire Apparatus from Atlantic Emergency Solutions, a sole source provider, and authorizing the Mayor, on behalf of the Urban County Government, to

execute any necessary Agreement with Atlantic Emergency Solutions, related to the procurement. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to establish a sole source provider Contract with Atlantic Emergency Solutions for proprietary parts and repair of Pierce Manufacturing Fire apparatus. (L0265-24) (Wells/Armstrong)

Budgetary Implications: No

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]:

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: March 6th, 2024

SUBJECT: Sole source certification for Atlantic Emergency Solutions

---

The Division of Fire and Emergency Services request authorization to establish a sole source provider contract with Atlantic Emergency Solutions for proprietary parts and repair of Pierce Manufacturing fire apparatus.

Why are you requesting? This vendor is the only dealer for Pierce Manufacturing, Inc in the state of Kentucky. The Fire Department possesses 22 fire apparatus from this manufacturer. Many parts that we utilize for in-house repairs are proprietary to Pierce and only available from Atlantic Emergency Solutions. As the dealer, their technicians have the training, experience, and access to technical information necessary to complete the more involved repairs and programming that is beyond the capabilities of our in house service shop.

Department needs this action completed because: Due to the large size of our Pierce fleet and the proprietary nature of the manufacturer, the $40,000 limit on sole source goods and services is not enough to keep our fleet in good operating condition.

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? Yes. These costs would come from existing, budgeted vehicle repair and maintenance accounts.

File Number: 265-24

Director/Commissioner: Wells/Armstrong

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Battalion Chief Trevor Cox Division/Dept Fire Dept./Fleet Maintenance

Phone 859-231-5625 Email coxt@lexingtonky.gov

Type of Purchase: (✓) Goods/Materials/Equipment (☑) Services

Cost: _____

Sole Source Request for the Purchase of: Pierce fire apparatus repairs and proprietary parts.

☐ One Time Purchase ☑ To Establish Sole Source Provider Contract (subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name Atlantic Emergency Solutions

Contact Name John Hance

Address 320 Corporate Ct, Shelbyville, KY 40065

Phone 502-529-3269 Email jhance@atlanticemergency.con

STATEMENT OF NEED: (Add additional pages as needed)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**

This vendor is the exclusive dealer for Pierce fire apparatus in this region. As the dealer, their technicians have the training, experience, and access to the technical information to be able to complete these repairs. Also, many Pierce parts that we utilize for in-house repairs are manufacturer proprietary and only available through authorized dealers.

2. **Below are eligible reasons for sole source. Check one and describe.**

☑ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

☐ Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☑ Uniqueness of the service. Describe.

☐ The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

-

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

This vendor is the exclusive dealer for Pierce Manufacturing in this area. There are no other options for parts or technical information from this manufacturer.

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

Their hourly repair rate is commensurate with the other heavy truck repair facilities we utilize.

5. **Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

As the dealer, their technicians have the training, experience, and access to technical information that will reduce the amount of time required to complete these repairs. Reducing the time required will save the cost of labor and down time of the apparatus.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE PARTS AND REPAIR OF PIERCE MANUFACTURING FIRE APPARATUS FROM ATLANTIC EMERGENCY SOLUTIONS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase parts and repair of Pierce Manufacturing fire apparatus from Atlantic Emergency Solutions, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Atlantic Emergency Solutions, related to the procurement.

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
0265-24:MRS:4864-6708-2925, v. 1

RESOLUTION NO. 137 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF FIRE AND EMERGENCY SERVICES TO PURCHASE PARTS AND REPAIR OF PIERCE MANUFACTURING FIRE APPARATUS FROM ATLANTIC EMERGENCY SOLUTIONS, A SOLE SOURCE PROVIDER, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Fire and Emergency Services is authorized to purchase parts and repair of Pierce Manufacturing fire apparatus from Atlantic Emergency Solutions, a sole source provider, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Atlantic Emergency Solutions, related to the procurement.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0265-24:MRS:4864-6708-2925, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0266-24

File ID:	0266-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/06/2024
File Name:	Hach Company Sole Source			**Final Action:**	03/21/2024

Title: A Resolution authorizing the Div. of Water Quality to purchase parts for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman Wastewater Treatment Plant from HACH Co., a sole source provider, at a cost not to exceed $61,286.40, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with HACH Co., related to the procurement. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Blue Sheet_Hach, Hach Quote, Hach SOLE SOURCE 2022 Letter, Hach_JUSTIFICATION 2 22 24, 0266-24- Hach Company Sole Source 4872-3335-0063 v.1.docx, R-138-2024	**Enactment Number:**	R-138-2024
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	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0266-24

Title

A Resolution authorizing the Div. of Water Quality to purchase parts for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman Wastewater Treatment Plant from HACH Co., a sole source provider, at a cost not to exceed $61,286.40, and authorizing the

Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with HACH Co., related to the procurement. [Div. of Water Quality, Martin]

Summary

Authorization to approve a Sole Source purchase of replacement parts from HACH Company for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman WWTP. The cost of the replacement parts is not to exceed $61,286.40. Funds are Budgeted. (L0266-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 03/06/2024

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4002-303403-0001-91017

This Fiscal Year Impact: $61,286.40

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $601,416.64

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: March 4, 2024

Subject: Replacement of Dissolved Oxygen Monitoring Equipment
SOLE SOURCE

Request

The Division of Water Quality requests approval of a sole source purchase of replacement parts from Hach Company for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman WWTP. The amount of the replacement parts is not to exceed $61,286.40.

Purpose of Request

The purpose of this memorandum is to request approval to purchase replacement parts of dissolved oxygen monitoring equipment at West Hickman WWTP. Dissolved oxygen measurement and monitoring is critical to achieve treatment at the WWTP. Hach Company is the manufacturer of the monitoring equipment used at West Hickman WWTP and replacement parts are factory direct supply.

Cost in FY24

$61,286.40

Are Funds Budgeted

Funds are budgeted in: 4002 303403 0001 91017

Director/Commissioner
Martin/Albright

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

Quotation

Quote Number: 101010754v2
Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 13-Feb-2024 Quote Expiration: 13-Apr-2024

LEXINGTON FAYETTE URBAN COUNTY
DIVISION OF PUBLIC WORKS
200 E MAIN ST
LEXINGTON, KY 40507-1310

Name: Matthew Chancellor
Phone: 859-280-8650
Email: mchancellor@lexingtonky.gov

Customer Account Number : 046493

Sales Contact: Bobby Young Email: bobby.young@hach.com Phone: 859-428-6141

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
1	9020000	Hach LDO sc Model 2 , DO Probe with Luminescent Dissolved Oxygen Technology. Standard lead time 3 days.	14	2,834.10	39,677.40
2	LXV525.99EAB551	SC4500 Controller, Claros-enabled, LAN + mA Output, 2 digital Sensors, 100-240 VAC, US plug. Standard lead time 18 days.	7	3,087.00	21,609.00
				Grand Total	$ 61,286.40

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:
Terms are Subject to Credit Review
In order for Hach to process the order as quickly as possible, please provide the following information.
• Complete Billing address.
• Complete Shipping address.
• Part numbers and quantities of items being ordered.
• Please reference the quotation number on your purchase order

If the order is over $25,000 Hach will also require the following additional information.
• Pricing
• Purchase Order Number
• Freight terms and INCO term FOB Origin or FCA Shipping Point
• Required delivery date
• Vendor name should specify "Hach Company" with the Loveland address:
    o Hach, PO Box 389, Loveland, CO 80539
• Credit terms of payment. Default payment terms are Net 30.
• Indicate if order needs to ship complete or if it can ship partial.
• Tax status
• Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
This Quote is good for a one time purchase
Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change.

Sales Contact:

Name:	Bobby Young
Title:	Regional Sales Manager - Kentucky
Phone:	859-428-6141
Email:	bobby.young@hach.com

HACH COMPANY

Headquarters
P.O. Box 389
5600 Lindbergh Drive
Loveland, CO 80539-0389

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Be Right™

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

Hach Service

Protect your investment & peace of mind

- ✓ A global partner who understands your needs
- ✓ Delivers timely, high-quality service you can trust
- ✓ Provides team of unique experts to help you maximize instrument uptime
- ✓ Ensure data integrity
- ✓ Maintain operational stability
- ✓ Reduce compliance risk

www.hach.com/service-contracts

Pick&Ship™

Pick&Ship™ Program offers a better way to keep your supplies in stock

- ✓ **Convenience** of one purchase order for the entire year
- ✓ **Flexibility** to change, cancel or create new orders
- ✓ **Savings** from locking in prices & thus avoiding price surges and rush charges
- ✓ **Peace of mind** with automatic, reliable shipments just as you need them

www.Hach.com/pickandship

Technical Support

Provides post-sale instrumentation and application support

- ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.
- ✓ Available via phone, e-mail, or live online chat at Hach.com!
- ✓ Fast access to answers at https://support.hach.com
- ✓ Toll-free phone: 800-227-4224
- ✓ E-mail: techhelp@hach.com

www.Hach.com

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

Safe & Fast Delivery

- ✓ Receive tracking numbers on your order acknowledgement
- ✓ Hach will assist with claims if an order is lost or damaged in shipment

Save Time – Less Hassle

- ✓ No need to set up deliveries for orders or to schedule pickup
- ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.

Save Money

- ✓ No additional invoice to process – save on time and administrative costs
- ✓ Only pay shipping once, even if multiple shipments are required

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES [1, 2, 3, 4] *Pricing Effective 6/3/2023*

Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	**Collect** [4] Handling Fee *Effective 6/3/2023*
$0.00 - $49.99	$10.00	$25.01	$46.64	$40.14	$76.30	$8.00
$50.00 - $149.99	$12.00	$35.37	$66.74	$50.72	$96.42	$8.00
$150.00 - $349.99	$14.00	$37.35	$76.08	$51.51	$98.85	$8.00
$350.00 - $649.99	$16.00	$41.84	$83.20	$52.30	$101.27	$8.00
$650.00 - $949.99	$16.00	$50.69	$104.55	$61.58	$119.19	$8.00
$950.00 - $1,999.99	$28.00	$59.54	$125.90	$70.86	$137.10	$8.00
$2,000.00 - $3,999.99	$28.00	$73.62	$153.60	$84.76	$164.64	$8.00
$4,000.00 - $5,999.99	$50.00	$87.69	$181.30	$98.66	$192.18	$8.00
$6,000.00 - $7,999.99	$60.00	$101.39	$209.64	$110.51	$213.06	$8.00
$8,000.00 - $9,999.99	$90.00	$151.46	$295.96	$162.06	$307.35	$8.00
Over $10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	$8.00

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶20 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com and Integrity and compliance – Veralto for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

☐ CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

SERVICEPLUS
CERTIFIED PROGRAMS

Hach Company Instrument Service and Parts

Dear Customer:

The instruments you purchased, part of the following family of brands — **Hach, American Sigma, Anatel, Astro, Great Lakes Instruments, Hydrolab, Lachat, Marsh-McBirney, Orbisphere, OptiQuat, OTT, Polymetron and Radiometer-Analytical** — were designed to be reliable, durable and easy to operate. Our goal is to design and manufacture instruments that give accurate readings with minimum maintenance requirements.

The **Hach Service Representative** is a highly trained professional that has a thorough, in-depth knowledge of the workings of each manufactured instrument. Our factory-trained service personnel are the **only people authorized** to perform any repair, start-up service or maintenance on these instruments. Because of the many different parameters and types of analyzers, **we do not recognize or authorize any other service organization to perform repair or recalibration on these analyzers.** As an **ISO 9001 certified** company, we maintain the highest standards for quality assurance and NIST traceable test and calibration equipment. Also, unauthorized repairs will result in voiding the instrument's warranty.

All parts used in our instruments meet our specifications and conform to our high standards. Many parts that may be available from a local vendor go through a testing procedure before being available as a Hach authorized part to ensure that they meet the performance tolerances specified for proper instrument performance. Additionally, the use of non-Hach supplied parts will result in voiding the instrument's warranty.

We have service repair centers that can repair and return instruments efficiently and economically. For on-site services we have an extensive field service organization.

Please contact the Hach Company Service Center at 1-800-227-4224 ext.6180, or web site at www.hach.com for additional information. Hach Company

Sincerely,

Hach Company

The Hach Company Service Group

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name: MATTHEW CHANCELLOR
Division/Dept.: WATER QUALITY / WEST HICKMAN WWTP

Phone: 859-280-8650
Email: mchancellor@lexingtonky.gov

Type of Purchase: (x) Goods/Materials/Equipment ( ) Services

Cost: $ 61286.40

Sole Source Request for the Purchase of: 1-year service contract for Phosphax and related equipment.

X One Time Purchase

To Establish Sole Source Provider Contract
(Subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name: HACH SERVICE

Contact Name: Bobby Young

Address: PO Box 608, Loveland, CO., 80539-0608
Phone: 859-428-6141 EMAIL: bobby.young@hach.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)
My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**
HACH SERVICE PARTNERSHIP SERVICE AND PARTS STATES THAT THEY DESIGN AND MANUFACTURE INSTRUMENTS THAT GIVE ACCURATE READINGS WITH THE MINIMUM MAINTENANCE REQUIREMENTS. ADDITIONALLY THE USE OF NON-HACH SUPPLIED PARTS WILL RESULT IN VOIDING THE INSTRUMENT'S WARRANTY.

2. **Below are eligible reasons for sole source. Check one and describe.**

X Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.

X Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other – The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

3. **Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).**

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

5. D**escribe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.**

HAVING HACH AS OUR SERVICE AND PARTS PROVIDER WE RECEIVE PARTS AND LABOR IN OUR CONTRACT, WE ALSO RECEIVE EMERGENCY CALL BACK SERVICE WITH A TECHNICIAN.

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY TO PURCHASE PARTS FOR THE REHABILITATION OF DISSOLVED OXYGEN MONITORING EQUIPMENT AT WEST HICKMAN WASTEWATER TREATMENT PLANT FROM HACH COMPANY, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $61,286.40, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH HACH COMPANY, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Water Quality is authorized to purchase parts for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman Wastewater Treatment Plant from HACH Company, a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with HACH Company, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $61,286.40, be and hereby is approved for payment to HACH Company, from account # 4002-303403-0001-91017, pursuant to the terms of the procurement.

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
0266-24:EPT_4872-3335-0063, v. 1

RESOLUTION NO. 138 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY TO PURCHASE PARTS FOR THE REHABILITATION OF DISSOLVED OXYGEN MONITORING EQUIPMENT AT WEST HICKMAN WASTEWATER TREATMENT PLANT FROM HACH COMPANY, A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $61,286.40, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH HACH COMPANY, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Water Quality is authorized to purchase parts for the rehabilitation of dissolved oxygen monitoring equipment at West Hickman Wastewater Treatment Plant from HACH Company, a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with HACH Company, related to the procurement.

Section 2 – That an amount, not to exceed the sum of $61,286.40, be and hereby is approved for payment to HACH Company, from account # 4002-303403-0001-91017, pursuant to the terms of the procurement.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0266-24:EPT_4872-3335-0063, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0267-24

File ID:	0267-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/06/2024
File Name:	Southern Sales Sole Source			**Final Action:**	03/21/2024

Title: A Resolution authorizing the Div. of Water Quality to purchase services and parts for blowers at West Hickman Wastewater Treatment Plant from Southern Sales Co., Inc., a sole source provider, at a cost not to exceed $104,925, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Southern Sales Co., related to the procurement. [Div. of Water Quality, Martin]

Notes:

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Blue Sheet, Sole Source Justification, Southern Sales Quote, Sulzer Sole Source Letter, 0267-24-Southern Sales Sole Source 4887-6086-3407 v.1.docx, R-139-2024	**Enactment Number:**	R-139-2024
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	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0267-24

Title

A Resolution authorizing the Div. of Water Quality to purchase services and parts for

blowers at West Hickman Wastewater Treatment Plant from Southern Sales Co., Inc., a sole source provider, at a cost not to exceed $104,925, and authorizing the Mayor, on behalf of the Urban County Government, to execute any necessary Agreement with Southern Sales Co., related to the procurement. [Div. of Water Quality, Martin]

Summary

Authorization to approve a Sole Source purchase of replacement parts and diagnostic from Southern Sales for 4 Sulzer Blowers located at West Hickman WWTP, at a cost not to exceed $104,925.00. Funds are Budgeted. (L0267-24) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes, Completed by Evan Thompson 03/06/2024

Risk Management: No

Fully Budgeted [select]: yes

Account Number: 4002-303403-0001-91017

This Fiscal Year Impact: $104,925.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $601,416.64

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: March 4, 2024

SUBJECT: Diagnostic and Replacement Parts for 4-Sulzer Blowers @ West Hickman WWTP

Request
The Division of Water Quality requests approval of a sole source purchase of diagnostic and repair for 4 Sulzer Blowers located at West Hickman WWTP in the amount of $104,925.00.

Purpose of Request
The purpose of this memorandum is to request approval to purchase Sole Source parts and repair from 4-Sulzer Blowers located in zone 1 & zone 2 of Aeration. Southern Sales is the Sole Source provider in Kentucky & Tennessee.

Project Cost in FY24

$104,925.00

Are the funds budgeted?

Fund are budgeted in:

4002-303403-0001-91017

Director/Commissioner
Martin/Albright

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Sole Source Purchases are defined clearly, based upon a legitimate need, and are limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and/or cost effective feature requirement. The use of sole source purchases must be justified and shall be limited only to those specific instances in which compatibility or technical performance needs are being satisfied.

Sole Source Services are defined as a service provider providing technical expertise of such a unique nature that the service provider is clearly and justifiably the only practicable source available to provide the service. The justification shall be based on the uniqueness of the service, sole availability at the location required, or warranty or defect correction service obligations of the service provider.

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($1001-$10,000), formal quotes ($10,001 - $19,999.99), or formal bid ($20,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $20,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name: Matthew Chancellor
Division/Dept.: WATER QUALITY/ WEST HICKMAN WWTP

Phone: 859-280-8650
Email: mchancellor@lexingtonky.gov

Type of Purchase: (x) Goods/Materials/Equipment () Services

Cost: $104,925.00

Sole Source Request for the Purchase of: Full diagnostic health check on 4 Sulzer HST40 blowers

X One Time Purchase

To Establish Sole Source Provider Contract
{subject to annual review and approval by Central Purchasing and/or Urban County Council)

Vendor Information

Business Name: Southern Sales

Contact Name: Kenny Graham

Address: 2937 Kraft Dr , Nashville, TN. 37204

Phone: 615-254-0066 Email:

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

STATEMENT OF NEED: (Add additional pages as needed)
My division/department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the LFUCG. I know of no conflict of interest on my part, and I have no personal involvement in any way with this request. No gratuities, favors, or compromising actions have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, persons or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

1. **Describe the product or service and list the necessary features this product provides that are not available from any other option.**
This is for repair parts for aeration blower.

2. **Below are eligible reasons for sole source. Check one and describe.**

☐ Licensed or patented product or service. No other vendor provides this. Warranty or defect correction service obligations to the consultant. Describe why it is mandatory to use this licensed or patented product or service.

Existing LFUCG equipment, inventory, custom-built information system, custom-built data inventory system, or similar products or programs. Describe. If product is off-the-shelf, list efforts to find other vendors (i.e. web site search, contacting the manufacturer to see if other dealers are available to service this region, etc.)

☐ Uniqueness of the service. Describe.

X The LFUCG has established a standard for this manufacturer, supplier, or provider and there is only one vendor. Attach documentation from manufacturer to confirm that only one dealer provides the product.
The attached Sole Source Letter to confirm that Southern Sales is the contracted Sulzer sole distributor for Sulzer wastewater (formerly ABS) products for the Municipal Wastewater market.

☐ Factory-authorized warranty service available only from this single dealer. Sole availability at the location required. Describe.

☐ Used item with bargain price (describe what a new item would cost). Describe.

☐ Other - The above reasons are the most common and established causes for an eligible sole source. If you have a different reason, please describe:

3. Describe efforts to find other vendors or consultants (i.e. phone inquires, web site search, contacting the manufacturer to see if other dealers are available to service region, etc.).

4. **How was the price offered determined to be fair and reasonable?**
(Explain what the basis was for comparison and include cost analyses as applicable.)

5. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier.

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

Nationally Southern Sales utilize a network of independent distributors/service centers to serve Municipal Industrial, Building Trades and Dewatering market segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. Southern Sales is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

SULZER

Flow Equipment
Sulzer Pumps SoMions, Inc.
108 leigus Road, Suite 1180
Wallingford, CT 06492
Phone (203) 238 2700
www.sulzer.com

Date March 8, 2023

Subject : Southern Sales Contracted Sulzer Distributor for Sulzer (ABS} Products

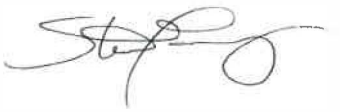
To the Lexington-Fayette County Government:

The purpose of this letter is to confirm that Southern Sales is the contracted Sulzer sole distributor for Sulzer wastewater (formerly ABS) products for the Municipal Wastewater market. Southern Sales' territory includes the states of Kentucky and Tennessee including Fayette County and Jessamine County

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts.

Southern Sales is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.
Please do not hesitate to contact me if I can provide any additional information

Best Regards



Steve Lammey
National Sales Manager
Sulzer Pump Solutions
steve.lammey@sulzer.com
651-242-0576

SOUTHERN SALES COMPANY
A DIVISION OF TENCARVA MACHINERY

2937 Kraft Drive
Nashville, TN 37204
Office: (615) 254-0066
Fax #: (615) 254-0791

TENCARVA MUNICIPAL

"REVISED" QUOTATION

To:	**Mathew Chancelor, Plant Supervisor**	**Date:**	**March 1, 2024**
	West Hickman WWTP	**Project:**	**Sulzer HST Service**
	LFUCG	**Owner:**	**Lexington, KY**
		Engineer:	**N/A**
		Quote No:	**15018KG-rev.1**

Under the terms and conditions herein stated, we are pleased to quote the following equipment as equal to the specification

VFD for HST40-400-1-H-5 (S/N 13133):

Qty. (1) One S P-A005613 Freq. Conv NXP

Includes the following:
- 800242-02 Circuit Board NXOPTS2
- 600547 Circuit Board NXOPT-D4-V
- 600549 Cable SPI Adapter
- SP-A005576 Circuit Board OPT-E2-V
- SP-A005577 Circuit Board OPT-E3-V
- 901177 Circuit Board NXOPTA1-V
- 901178 Circuit Board NXOPTA2

Delivery Estimate: (12-14 weeks)

Total Selling Price.....$37,945.00

MBC for HST40-400-1-H-5 (S/N 13133):

Qty. (2) Two Part # 310010591200 MBC-12B-U Control System
Delivery Estimate: (1) One Crrently in stock at Sulzer SC Facility. 2nd unit 10-12 weeks

Total Selling Price.....$45,120.00

ASIC BOARD/FAN UNIT:

Qty. (2) Two Part #901657 Fan DC Retrofit Kit F10 (60S0067) Complete DC Main Fan Unit
Includes the following components:
- 70CPA00553 FR10 Maintenance DC fan assembly (Qty.2)
- 70CPA01455 DC fan supply assembly, 48 V, 240 W left (Qty.1)
- 70CPA01456 DC fan supply assembly, 48 V, 240 W right (Qty.1)
- MC00042 M6x20-DIN6900-3-Combi-Delta-Tx (Qty.4)
- MC00046 M5x10-DIN7500CE-Thread Forming-Zn-Pz (Qty.8)
- 70CPL00062 'Product modified'-sticker (Qty.1)

Delivery Estiamte: 8-10 weeks

Total Selling Price.....$15,860.00

Total for ALL Equipment / Qty. Listed Above.....$98,925.00

Sulzer Fileld Tech Services:

Qty. (1) One Trip / 3 day Sulzer Tech services as required (may take two separate trips)

Total Selling Price ea.....$6,000.00
NOTE: Plus expenses. More than one trip may be required

General Notes and Exceptions
1. No sales tax included.
2. Freight to site on all equipment is included
3. Delivery estimates are listed under each item.
4. **Sulzer Field Service** is required for VFD and MBC installation, programming and set up. PO can be issued under separate cover once parts are received.
5. Any items of equipment or services not specifically outlined in the above are to be supplied by others
6. Payment terms are 100% net due 30 days from invoicing.

We appreciate the opportunity to quote you on thes parts and service..

SOUTHERN SALES COMPANY, INC.

Kenny Graham
(502) 551-4750 Mobile

TERMS AND CONDITIONS

Date: 3-1-24

1. ACCEPTANCE. This contingent proposal is submitted by Southern Sales Company, as Seller, to Buyer subject to the terms and conditions hereinbefore and hereinafter set forth, and is contingent on Seller's final approval of additional factors such as Buyer's credit. This proposal may only be accepted on the exact terms set forth herein, and no additional terms or modifications shall be accepted. This proposal shall become an agreement binding on Buyer and Seller when signed by Buyer and then later approved in writing by Seller, and shall become the entire and sole agreement of the parties pertaining to the subject matter of the agreement, mutually withdrawing, canceling, or otherwise waiving, terminating, and excluding any and all oral, written, express, or implied representations, guarantees, warranties, agreements, or understandings not set forth in full herein, or in the general provisions or specifications made a part of this agreement. All of Seller's obligations are subject to Buyer's continued credit acceptability by Seller through the time of shipment. Each individual signing this document warrants that he or she has proper authority to do so.

2. PRICES. Prices quoted in this proposal are firm for a period of **3** months from the date hereof, provided (a) Seller has not revoked the price or proposal, (b) a Buyer's signature below constituting an acceptable order is received by Seller within **30** days from date of proposal, (c) anytime after **30** days of Seller's approval, Buyer agrees to accept delivery of any or all of the equipment on a "when-ready" basis, and (d) Buyer agrees to make payment for all equipment listed herein on terms and conditions set forth herein for all partial and/or complete shipments. Otherwise, prices may be revised to reflect Seller's selling prices in effect on the date of shipment. If shipment is, for any reason, deferred beyond **12** months from the date of Buyer's acceptance, the prices set forth herein are subject to change to conform to Seller's prices prevailing on the date of shipment but not to exceed an escalation of 2% per month from the expiration of the aforesaid period to the date of shipment.

3. ITEMS INCLUDED. This proposal includes only those items specified herein and does not include installation, field erection, accessory or related materials such as controls, piping, printed matter, etc., nor any other item not specifically listed herein.

4. SUPERVISION AND SERVICE. If Buyer desires field service for checking the installation and/or instruction in operation of the equipment in excess of that set forth in this proposal, Buyer agrees to pay a **per diem rate of $1,000.00** including travel time and **$0.70 per mile travel expense** (from Seller's Nashville office).

5. DELIVERY. Buyer shall pay delivery costs **"FOB POINT OF SHIPMENT."** All claims for damage, delay and/or shortage arising from such shipment shall be made by Buyer directly solely against the Carrier. Buyer agrees that shipment schedules and/or delivery dates set forth in this proposal represent nothing more than Seller's best estimate of time required to ship after receipt of acceptable order and final approval data. No liability, direct or indirect, is assumed by Seller for failure to ship as scheduled. Buyer grants Seller the right to make partial shipments and Buyer agrees to pay promptly according to the terms of this agreement for all material or equipment shipped. Buyer shall notify Seller of any nonconformity within 15 days after receipt of the equipment or within 15 days after the nonconformity could have been reasonably discovered, whichever date is earlier.

6. CANCELLATION, SUSPENSION OR DELAY. Orders resulting from this proposal may be canceled, suspended or delayed at any time prior to shipment - but only upon Buyer's prior payment to Seller of Seller's reasonable charges for cancellation, suspension or delay, which charges shall include expenses already incurred, costs incurred by Seller to cancel, suspend or delay, and Seller's anticipated profit.

7. BACKCHARGES. Buyer agrees that Seller will not owe backcharges for labor, materials or other costs incurred by Buyer or others in adjustment, modification, service or repair of material or equipment furnished unless such backcharges previously have been authorized in writing by Seller.

8. TAXES. All applicable taxes or other Government charges upon the production, sale, shipment, installation and/or use of equipment covered by this proposal shall be added to the total price specified in this proposal and shall be paid by Buyer.

9. TERMS OF PAYMENT. Credit is subject to acceptance by Seller and subject to Buyer's continued credit acceptability by Seller through the time of shipment. Buyer agrees to pay on terms of **"NET 30 DAYS FROM DATE OF SHIPMENT"** of each item. Buyer also agrees to pay interest on past due accounts at the rate of one and one-half percent per month (both pre-judgment and post judgment), plus all costs of collection, including reasonable attorney fees.

10. WARRANTY. In cases where Seller is the manufacturer of new equipment, such equipment is warranted by Seller to be free from defects in material and workmanship under normal use and service for a period of one year from date of shipment. In the event of such a defect in material or workmanship within one year of shipment, Seller may (at Seller's option) repair or replace any part(s) provided that such parts are, upon request, returned to the point specified by Seller, transportation prepaid by Buyer. This warranty does not cover parts damaged by decomposition from chemical action or damaged by wear caused by abrasive materials; nor does it cover damage resulting from misuse, accident, or neglect, or from improper operation, maintenance, installation, modification, or adjustment. Nor does this warranty cover parts repaired by entities other than Seller without written approval from Seller.

In cases where Seller is not the manufacturer or where the equipment is not new, Buyer agrees that Seller is not liable for any warranty whatsoever, and Buyer's sole recourse for defects in material or workmanship shall be under the terms of the manufacturer's written warranty, if any.

No warranties have been made by Seller in reference to this equipment unless expressly included in this written agreement.

THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. TITLE. Title to this equipment passes to buyer at the time of shipment, but pursuant to the Uniform Commercial Code, Buyer agrees (should Seller request it) to promptly execute security agreements and financing statements granting to Seller a security interest in the contract amount of this agreement in either (1) all of the equipment covered by this agreement, or (2) Buyer's entire inventory, equipment, accounts receivable and their proceeds, plus after-acquired additions and substitutions.

12. COMPLIANCE WITH LAWS. Buyer shall be solely responsible for securing any necessary permits under (and for compliance with) all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment. Buyer agrees to provide Seller, upon request, evidence of the securing of any permits and of compliance with any such laws, ordinances and regulations, although Seller may rely exclusively on Buyer's representations, hereby made, that it shall secure such permits and comply with such laws, ordinances and regulations.

13. INDEMNIFICATION. It is understood that Seller has relied upon data furnished by and on behalf of Buyer with respect to the safety aspects of the installation and use of the equipment and that it is Buyer's responsibility to assure that the equipment will, when installed and put to use, be in compliance with safety requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. Buyer hereby agrees to defend, indemnify and hold harmless Seller, its agents and employees, against any and all losses, costs, damages, claims, liabilities or expenses, including but not limited to, reasonable attorney's fees arising out of or resulting from any injury or damage to any person or property caused by inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of same, except claims for repair or replacement of defective parts as provided herein.

14. DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES. BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME OR PROFIT, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING, BUT WITHOUT LIMITATION, PRODUCTS MANUFACTURED, PROCESSED OR TRANSPORTED BY THE USE OF THE EQUIPMENT) OCCASIONED BY OR ARISING OUT OF THE OPERATION, USE, INSTALLATION, REPAIR OR REPLACEMENT OF THE EQUIPMENT. SELLER SHALL NOT BE LIABLE FOR ANY PENALTY OR LIQUIDATED DAMAGES BASED UPON OR RELATING TO FAILURE OR INABILITY TO SHIP WITHIN A SPECIFIED TIME.

15. COMPLETE AGREEMENT. The complete agreement between SOUTHERN SALES COMPANY and the Purchaser is contained herein and is not subject to modifications except in a writing signed by an authorized officer of each party.

PURCHASER'S NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE_____TITLE_____DATE_____

PURCHASER'S TAXPAYER IDENTIFICATION NUMBER: _____

PURCHASER IS A: CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP_____

ACCEPTED BY SOUTHERN SALES COMPANY_____ON (DATE):_____

SIGNATURE OF SOUTHERN SALES COMPANY REPRESENTATIVE: _____

SULZER

Flow Equipment
Sulzer Pumps SoMions, Inc.
108 leigus Road, Suite 1180
Wallingford, CT 06492
Phone (203) 238 2700
www.sulzer.com

Date March 8, 2023

Subject : Southern Sales Contracted Sulzer Distributor for Sulzer (ABS} Products

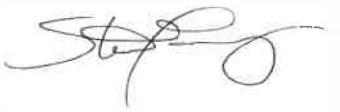
To the Lexington-Fayette County Government:

The purpose of this letter is to confirm that Southern Sales is the contracted Sulzer sole distributor for Sulzer wastewater (formerly ABS) products for the Municipal Wastewater market. Southern Sales' territory includes the states of Kentucky and Tennessee including Fayette County and Jessamine County

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts.

Southern Sales is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.
Please do not hesitate to contact me if I can provide any additional information

Best Regards



Steve Lammey
National Sales Manager
Sulzer Pump Solutions
steve.lammey@sulzer.com
651-242-0576

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY TO PURCHASE SERVICES AND PARTS FOR BLOWERS AT WEST HICKMAN WASTEWATER TREATMENT PLANT FROM SOUTHERN SALES COMPANY, INC. A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $104,925.00, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SOUTHERN SALES COMPANY, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Water Quality is authorized to purchase services and parts for blowers at West Hickman Wastewater Treatment Plant from Southern Sales Company, Inc., a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Southern Sales Company, Inc. related to the procurement.

Section 2 – That an amount, not to exceed the sum of $104,925.00, be and hereby is approved for payment to Southern Sales Company, Inc. from account # 4002-303403-0001-91017, pursuant to the terms of the procurement.

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
0267-24:EPT_4887-6086-3407, v. 1

RESOLUTION NO. 139 - 2024

A RESOLUTION AUTHORIZING THE DIVISION OF WATER QUALITY TO PURCHASE SERVICES AND PARTS FOR BLOWERS AT WEST HICKMAN WASTEWATER TREATMENT PLANT FROM SOUTHERN SALES COMPANY, INC. A SOLE SOURCE PROVIDER, AT A COST NOT TO EXCEED $104,925.00, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY AGREEMENT WITH SOUTHERN SALES COMPANY, RELATED TO THE PROCUREMENT.

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

Section 1 – That the Division of Water Quality is authorized to purchase services and parts for blowers at West Hickman Wastewater Treatment Plant from Southern Sales Company, Inc., a sole source provider; and that the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute any necessary agreement with Southern Sales Company, Inc. related to the procurement.

Section 2 – That an amount, not to exceed the sum of $104,925.00, be and hereby is approved for payment to Southern Sales Company, Inc. from account # 4002-303403-0001-91017, pursuant to the terms of the procurement.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0267-24:EPT_4887-6086-3407, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0275-24

File ID:	0275-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	066-2024	**In Control:**	Urban County Council
				File Created:	03/07/2024
File Name:	Letter of Agreement-Commission on Fire Accreditation International			**Final Action:**	03/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI), for accreditation subject to the terms and conditions applicable to an accredited organization. [Div. of Fire and Emergency Management, Wells]

Notes: Stamped and filed in the CCO. Returned to Dawn Morris 3/26/2024. MS

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Bluesheet_Letter of Agreement_03.04.2024, Accredited Agency Letter of Agreement_Signed by Wells, 0275-24 RESO 4857-4396-6125 v.1.docx, R-140-2024, Contract #066-2024	**Enactment Number:**	R-140-2024
Deed #:		**Hearing Date:**	
Drafter:	Dawn Morris	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0275-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI), for accreditation subject to the terms and conditions applicable to an accredited organization. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI) formalizing the commitment to maintaining accredited status and following CFAI standards and requirements, at an estimated cost of $8,000, encompassing annual dues and continuous training expenses. Funds are requested in the FY 2025 Budget. (L0275-24) (Wells/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Yes, Completed by [Chris Eller, 03/05/2024]}

Risk Management: {No}

Fully Budgeted [select]: Funds requested in FY 25

Account Number: 1101 505701 5701 71299

This Fiscal Year Impact:

Annual Impact: $8,000 FY 25 estimate

Project:

Activity:

Budget Reference:

Current Balance:

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Jason Wells, Fire Chief**
Division of Fire and Emergency Services

DATE: **March 07, 2024**

RE: **Letter of Agreement-Commission on Fire Accreditation International**

Request: The Division of Fire and Emergency Services requests authorization for the Mayor or a designee, on behalf of the Urban County Government, to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI) accepting the terms set forth for an accredited organization. These terms require adherence to CFAI policies, the appointment of an Accreditation Manager, timely submission of an Annual Compliance Report, payment of dues, and promotion of accreditation integrity while refraining from modifying Toolkit images.

Purpose of Request: The Commission on Fire Accreditation International (CFAI) awarded accredited status to the Lexington Fire Department on February 27, 2024. The accreditation is for five years and will expire on March 31, 2029. The agreement with the CFAI is to formalize the commitment of the Urban County Government, represented by the Lexington Fire Department, to maintain accredited status and adhere to the standards and requirements set forth by the CFAI.

Cost in this Budget year and future budget years: The budgetary effect for FY 2024 has been roughly $20,000. It is anticipated that the forthcoming budget impact is estimated at $8,000, encompassing annual dues and continuous training expenses.

Are the funds budgeted? Yes, 1101 505701 5701 71299

Advance Document Review:

Law: Yes, Completed by Chris Eller, 03/05/2024

File Number: 0275-24

Director/Commissioner: Wells/Armstrong

Accredited Agency
Letter of Agreement

The Commission on Fire Accreditation International (CFAI) awarded accredited status to *Lexington Fire Department, Lexington, Kentucky*, on February 27, 2024. Currently your accreditation will expire on March 31, 2029. The CFAI is an approved authority through the Center for Public Safety Excellence (CPSE).

As an internationally accredited organization, the "Organization" agrees to the following:

1. to comply with all current policies and procedures of the CFAI.
2. to maintain at least one Accreditation Manager (Coordinator) as the primary contact for CFAI.
3. to submit an Annual Compliance Report (ACR) on or before February 15th, beginning in 2025.
4. to pay their annual dues within 30 days upon receipt of invoice from CPSE.
5. to work towards compliance with the latest edition of the accreditation model.
6. to refrain from any activity that would create disrepute or negatively impact the image or integrity of CPSE.
7. to serve as an ambassador of the accreditation model and process of organizational continuous improvement.

CPSE has created a CFAI Accreditation Toolkit that provides images and text to help you announce your agency's accreditation on numerous social media platforms. The images are appropriately sized to denote your accreditation and suggested text to accompany it.

By signing this document, you agree not to alter the size, ratio, or graphic of the images in any way. In each instance the entire logo design must be used.

Additionally, agencies that lose their accredited agency status, whether through a lack of renewal or revocation of status, shall cease to display the CFAI logo and any use of the CPSE/CFAI name that implies the user maintains any status awarded by the corporation.

Jason Wells 3/6/24

Chief, CEO or Chief Administrative Officer of the Accredited Agency

Date

607ACCFRM04152020Rev12282023

Accredited Agency
Letter of Agreement

City/County Administrator or Representative of Authority Having Jurisdiction

Date

CFAI Program Manager, Center for Public Safety Excellence

Date

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LETTER OF AGREEMENT WITH THE COMMISSION ON FIRE ACCREDITATION INTERNATIONAL (CFAI), FOR ACCREDITATION SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO AN ACCREDITED ORGANIZATION.

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 Letter of Agreement, which is attached hereto and incorporated herein by reference, with the Commission on Fire Accreditation International, for accreditation subject to the terms and conditions applicable to an accredited organization.

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
0275-24:CWE:4857-4396-6125, v. 1

RESOLUTION NO. 140 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LETTER OF AGREEMENT WITH THE COMMISSION ON FIRE ACCREDITATION INTERNATIONAL (CFAI), FOR ACCREDITATION SUBJECT TO THE TERMS AND CONDITIONS APPLICABLE TO AN ACCREDITED ORGANIZATION.

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 Letter of Agreement, which is attached hereto and incorporated herein by reference, with the Commission on Fire Accreditation International, for accreditation subject to the terms and conditions applicable to an accredited organization.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0275-24:CWE:4857-4396-6125, v. 1

MAYOR LINDA GORTON

LEXINGTON

CHIEF JASON WELLS
LEXINGTON FIRE DEPT.

TO: **Linda Gorton, Mayor**
Urban County Council

FROM: **Jason Wells, Fire Chief**
Division of Fire and Emergency Services

DATE: **March 04, 2024**

RE: **Letter of Agreement-Commission on Fire Accreditation International**

Request: The Division of Fire and Emergency Services requests authorization for the Mayor or a designee, on behalf of the Urban County Government, to execute a Letter of Agreement with the Commission on Fire Accreditation International (CFAI) accepting the terms set forth for an accredited organization. The terms outlined by the CFAI in the agreement state the accredited organization agrees to:

1. Comply with all current policies and procedures of the CFAI.
2. Maintain at least one Accreditation Manager (Coordinator) as the primary contact for the CFAI.
3. Submit an Annual Compliance Report (ACR) on or before February 15, beginning in 2025.
4. Pay annual dues within 30 days upon receipt of an invoice from the Center for Public Safety Excellence (CPSE).
5. Work towards compliance with the latest edition of the accreditation model.
6. Refrain from any activity that would create disrepute or negatively impact the image or integrity of CPSE.
7. Serve as an ambassador of the accreditation model and process of organizational continuous improvement.
8. Not alter the size, ratio, or graphics of the images supplied in the CFAI Accreditation Toolkit.

Purpose of Request: The Commission on Fire Accreditation International (CFAI) awarded accredited status to the Lexington Fire Department on February 27, 2024. The agreement with the CFAI is to formalize the commitment of the Urban County Government, represented by the Lexington Fire Department, to maintain accredited status and adhere to the standards and requirements set forth by the CFAI.

Cost in this Budget year and future budget years: The budgetary effect for FY 2024 has been roughly $20,000. It is anticipated that the forthcoming budget impact is estimated at $8,000, encompassing annual dues and continuous training expenses.

Are the funds budgeted? Yes, 1101 505701 5701 71299

Advance Document Review:

Law: Yes, Completed by Chris Eller, 03/05/2024

File Number:

Director/Commissioner: Wells/Armstrong

Accredited Agency Letter of Agreement

The Commission on Fire Accreditation International (CFAI) awarded accredited status to *Lexington Fire Department, Lexington, Kentucky*, on February 27, 2024. Currently your accreditation will expire on March 31, 2029. The CFAI is an approved authority through the Center for Public Safety Excellence (CPSE).

As an internationally accredited organization, the "Organization" agrees to the following:

1. to comply with all current policies and procedures of the CFAI.
2. to maintain at least one Accreditation Manager (Coordinator) as the primary contact for CFAI.
3. to submit an Annual Compliance Report (ACR) on or before February 15th, beginning in 2025.
4. to pay their annual dues within 30 days upon receipt of invoice from CPSE.
5. to work towards compliance with the latest edition of the accreditation model.
6. to refrain from any activity that would create disrepute or negatively impact the image or integrity of CPSE.
7. to serve as an ambassador of the accreditation model and process of organizational continuous improvement.

CPSE has created a CFAI Accreditation Toolkit that provides images and text to help you announce your agency's accreditation on numerous social media platforms. The images are appropriately sized to denote your accreditation and suggested text to accompany it.

By signing this document, you agree not to alter the size, ratio, or graphic of the images in any way. In each instance the entire logo design must be used.

Additionally, agencies that lose their accredited agency status, whether through a lack of renewal or revocation of status, shall cease to display the CFAI logo and any use of the CPSE/CFAI name that implies the user maintains any status awarded by the corporation.

Jason Wells 3/6/24

Chief, CEO or Chief Administrative Officer of the Accredited Agency

Date

Linda Gorton 3/26/24

607ACCFRM04152020Rev12282023

Accredited Agency
Letter of Agreement

City/County Administrator or Representative of Authority Having Jurisdiction

Date

CFAI Program Manager, Center for Public Safety Excellence

Date

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of 2/27/2024, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Stantec** (**CONSULTANT**). **OWNER** intends to proceed with the **Armstrong Mill Shared Use Path Project** as described in the attached **"Letter Agreement No. 80-CRS"** document **(Attachment 1)**. The services are to perform a Phase I Archaeological Survey for the **Armstrong Mill Shared Use Path 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 services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform the Phase I Archeological Survey per the "Letter Agreement No. 80-CRS" between the **CONSULTANT** and the Kentucky Transportation Cabinet.

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. Consultant shalt complete the services within **forty-five (45) calendar days** from receipt of a Notice to Proceed.

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 **sixteen thousand and fifty-nine dollars ($16,059.00)**.

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
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $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.

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. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Patrick Jorgensen, 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:

1. Attachment 1 - "Letter Agreement No. 80-CRS" consisting of two (2) pages
2. Attachment 2 - Certificate of Insurance

8.3. This Agreement (consisting of pages 1 to 11 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:

STANTEC
10420 Bluegrass Parkway
Louisville, KY 40299

BY: D S
DUANE SIMPSON, ARCHAEOLOGIST

ATTEST:
Mackenzie Stock
Deputy
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Duane Simpson, as the duly authorized representative for and on behalf of Stantec, on this the 28 day of March, 2024.

My commission expires: August 3, 2026.

NOTARY ID # KYNP36303
JUNE ELAINE EMBERS
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
MY COMMISSION EXPIRES AUG. 3, 2026

June Elaine Embers
NOTARY PUBLIC

ATTACHMENT 1

LETTER AGREEMENT NO. 80-CRS

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

January 22, 2024

LETTER AGREEMENT NO. 80-CRS

Mr. Duane Simpson
Stantec
10420 Bluegrass Parkway
Louisville, KY 40299

SUBJECT: Phase I Archaeological Survey
Fayette County: Route: CS 3037 Item # 7-448

Dear Mr. Simpson:

WHEREAS, on July 1, 2022, the Transportation Cabinet, Department of Highways (hereinafter referred to as the "Department") and Stantec, Inc. (hereinafter referred to as the "Consultant"), entered in a Master Agreement whereby the Consultant would provide various Statewide Archaeological and Cultural Historic Services at the request of the Department.

WHEREAS, under the terms of Agreement No. PON2 2200004769-1 Agreement 2022-8-4 the Department now desires that your firm perform the following item(s) of work on the subject project.

STATEMENT OF WORK

This project provides for Phase I Archaeological Survey on CS 3037 in Fayette County, Kentucky.

NOW, THEREFORE, in consideration of the aforesaid premises, the Department and Stantec agree as follows:

1. Comply with the terms, conditions, and provisions as set out in the above referenced agreement. (No. 2022-8-4).

2. The Departments Project Manager issued the Consultant with Notice to Proceed on this Letter Agreement No. 80-CRS on December 19, 2023

3. Consultant's proposal and scope of work are made a part of this Letter Agreement NO. 80-CRS .

4. It is expected that the Consultant will complete all work by March 8 2024.

5. Funding: No Funding
   Federal none
   State # none Item #: 7-448 Mile Points: 0.0 – 1.41
   County / Route: Fayette / CS 3037

6. The total amount of production hours negotiated under this Letter Agreement No. 80-CRS is 138

7. The maximum payable under this Letter agreement No. 80-CRS is $16,059.00. Letter agreement No. 80-CRS increases the total amount for Master agreement (No. 2022-8-4) to $566,952.00.

Sincerely,

Daniel R Peake

Danny R. Peake, Director
Division of Environmental Analysis

ACCEPTED:

Stantec

By: _____

Date: 1/23/2024

Please sign and return this letter to the Division of Professional Services and D.E.A.
Funding will not be encumbered for reimbursement without return of a signed Letter Agreement.

CC:
Carl Shields w/a
Tyler Reynolds w/a
Hunter Pace (D-7) w /a

ATTACHMENT 2

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY) 2/2/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Berkshire Hathaway Specialty Insurance Company — 22276 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20266804 **REVISION NUMBER:** XXXXXXX

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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL/CROSS [X] XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	N	N	47 - GLO-307584	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 $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	TC2J - CAP - 8E086819 (AOS) TJ - BAP - 8E086820	5/1/2023 5/1/2023	5/1/2024 5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	N	N	47 - UMO-307585	5/1/2023	5/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB - 3P635310 (AOS) UB - 3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2023 5/1/2023	5/1/2024 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #239000694. KY 32 PATHWAY RECONSTRUCTION PHASE I/ ARCHEOLOGY.

CERTIFICATE HOLDER

20266804
LEXINGTON-FAYETTE URBAN COUNTRY GOVERNMENT
200 EAST MAIN ST.
LEXINGTON KY 40507

CANCELLATION See Attachment

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 Joseph M Agnello

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STANTEC CONSULTING.; 1415077

20266804
LEXINGTON-FAYETTE URBAN COUNTRY GOVERNMENT
200 EAST MAIN ST. ,
LEXINGTON, KY 40507

Dear Valued Client:

In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **20266804. You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 20266804**
- **Email: kcasu@Lockton.com**
- **Subject Line: ASU E-Delivery**

NOTES:

- Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.
- Your certificates will come via a **secure link** to our database. If you do need a pdf of a certificate, please email kcasu@lockton.com to request one.
- If you received this letter with a certificate via email, no further action on your part is necessary.
- If you no longer need this certificate, please contact us at kcasu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

Lockton Companies
Account Services Unit

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/1/2024 2/2/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 410 17TH STREET SUITE 1400 DENVER CO 80202-4427	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276 INSURER B : AIG Specialty Insurance Company — 26883 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 20266810 **REVISION NUMBER:** XXXXXXX

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			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory In NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2023	10/1/2024	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2023	10/1/2025	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT #239000694. KY 32 PATHWAY RECONSTRUCTION PHASE I/ ARCHEOLOGY.

CERTIFICATE HOLDER

20266810
LEXINGTON-FAYETTE URBAN COUNTRY GOVERNMENT
200 EAST 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-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0278-24

File ID: 0278-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 050-2024 **In Control:** Urban County Council

File Created: 03/07/2024

File Name: Neighborhood Park Center Concession Agreement - Oakwood Neighborhood Association **Final Action:** 03/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the Oakwood Neighborhood Association, for the management and operation of the Oakwood Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/20/2024. MS

Stamped and filed in the CCO. Returned to Roger Daman via scans 3/22/2024. MS

Sponsors: **Enactment Date:** 03/21/2024

Attachments: Blue Sheet Memo - Concession Agreement - Oakwood NPC - Signed - Updated, Oakwood Neighborhood Park Center Concession Agreement - Updated, Neighborhood Center Agreements - infographic, LexParks-NeighborhoodCenters-Photos-Oakwood Highlighted, 0278-24 Resolution 4893-3861-5981 v.1.docx, R-141-2024, Contract #050-2024 **Enactment Number:** R-141-2024

Deed #: **Hearing Date:**

Drafter: Roger Daman **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0278-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with the Oakwood Neighborhood Association, for the management and operation of the Oakwood Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Concession Agreement with the Oakwood Neighborhood Association for the management and operation of the Oakwood Neighborhood Park Center, located at 1050 Briarwood Drive, for a term of two (2) years, with automatic renewal for a two (2) year period. The neighborhood association is eligible for financial stipends and allowances up to $6,000 per year. Funds requested in the FY 2025 Budget. (L0278-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: Funds requested in the FY 2025 Budget

Account Number: 1101-707606-7641-75101-775

This Fiscal Year Impact: up to a total of $6,000 per year.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: Requested in FY25

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: March 7, 2024

SUBJECT: Neighborhood Park Center Concession Agreement
Oakwood Neighborhood Association

Request:

Request Council authorization to execute a Concession Agreement with the Oakwood Neighborhood Association for the management and operation of the Oakwood Neighborhood Park Center, located at 1050 Briarwood Drive.

Purpose:

Parks & Recreation has traditionally longstanding partnerships with neighborhood associations for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of *1) Neighborhood Engagement and Activation, and 2) Shared Governance and Accountability*. The concession agreement allows for neighborhood associations to designate Center Keyholders, who manage public access and community programming, on behalf of the neighborhood association. Rental income is retained by the neighborhood association, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The neighborhood association will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for an additional 2 years.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds have been requested in the FY 25 budget.

File Number: 0278-24

Director / Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **April, 2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Oakwood Neighborhood Association**, a Kentucky nonprofit corporation, with a principal address located at 1050 Briarwood Drive (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Oakwood Neighborhood Park Center** located at 1050 Briarwood Drive, Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
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Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. EXHIBITS. This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. TERM OF AGREEMENT. Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. CENTER CONCESSIONS. LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

Norman Beckham, President
Oakwood Neighborhood Association
1105 Briarwood Dr
Lexington KY 40511

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

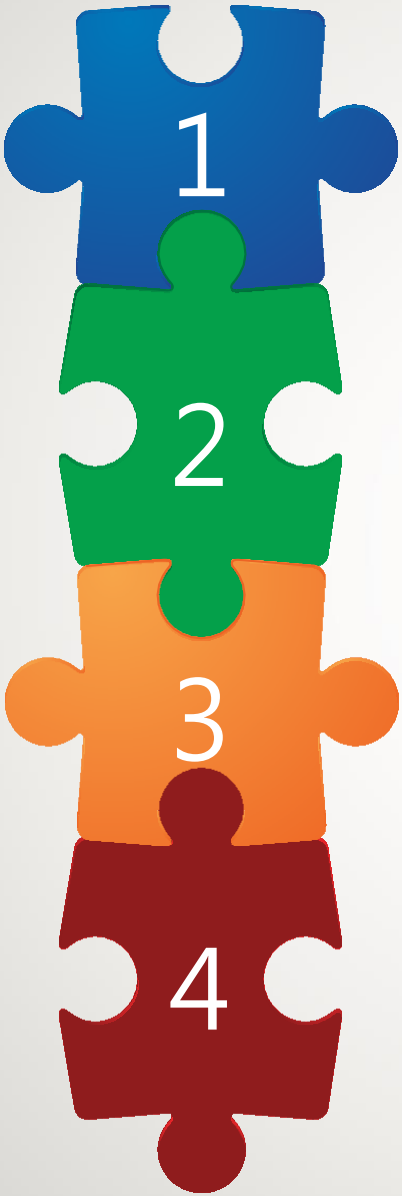
"NEIGHBORHOOD ASSOCIATION"
Oakwood Neighborhood Association

By: Norman Beckham [sign] Date: 3-1-2024
Name: Norman Beckham [print]
Position: President

By: Anna N. Belling [sign] Date: March 1, 2024
Name: Anna N. Belling [print]
Position: Treasurer

By: Delores D Dunn [sign] Date: March 1, 2024
Name: Delores D. Dunn [print]
Position: Center Keyholder

Concession Agreement
Neighborhood Park Centers



Neighborhood Engagement and Activation

Neighborhood Associations designate the Center Keyholders
Public access and community programming managed by NAs.
Rental income retained by NA, solely for community programs

Shared Governance and Accountability

Keyholder / NA reporting ensures safety & fiscal compliance
Parks fully responsible for utility & capital maintenance costs

✓ Parks' Annual Utility Costs = $100,000

Public Risk Mitigation Allowance (PRMA)

Neighborhoods retain Commercial General Liability Insurance
Cost reimbursement to neighborhoods, up to $1,000 per year

✓ Proposed Annual Incentives = $12,000

Rental Event Maintenance Stipend (REMS)

Commercial Janitorial / Housekeeping Services at NP Centers
Cost reimbursement to neighborhoods, up to $5,000 per year

✓ Proposed Annual Incentives = $60,000



Coolavin Park

550 W. 6th St. • 40508

1st District



Douglass Park

726 Georgetown St. • 40511

1st District



Green Acres Park

1560 La Salle Rd. • 40511

1st District



Highlands Park

1991 Mark Ave. • 40511

2nd District



Lou Johnson Park

190 Prall St. • 40508

3rd District



Marlboro Park

1970 Benton Pl. • 40505

1st District



Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District



Meadowthorpe Park

333 Larch Ln. • 40511

11th District



Oakwood Park

1050 Briarwood Dr. • 40511

1st District



Valley Park

2077 Cambridge Dr. • 40504

11th District



Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District



Woodhill Park

457 Larkwood Dr. • 40509

7th District

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE OAKWOOD NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE OAKWOOD NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with the Oakwood Neighborhood Association, for the management and operation of the Oakwood Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the Oakwood Neighborhood Association, from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession 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
0278-24:CWE:4893-3861-5981, v. 1

RESOLUTION NO. 141 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH THE OAKWOOD NEIGHBORHOOD ASSOCIATION, FOR THE MANAGEMENT AND OPERATION OF THE OAKWOOD NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with the Oakwood Neighborhood Association, for the management and operation of the Oakwood Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to the Oakwood Neighborhood Association, from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0278-24:CWE:4893-3861-5981, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **January**, **2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Oakwood Neighborhood Association**, a Kentucky nonprofit corporation, with a principal address located at 1050 Briarwood Drive (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Oakwood Neighborhood Park Center** located at 1050 Briarwood Drive, Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

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Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

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b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

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delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

Norman Beckham, President
Oakwood Neighborhood Association
1105 Briarwood Dr
Lexington KY 40511

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton Date: 3/22/2024
Linda Gorton, Mayor

ATTEST:
Mackenzie Cook
Deputy Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
Oakwood Neighborhood Association

By: Norman Beckham [sign] Date: 3-1-2024
Name: Norman Beckham [print]
Position: President

By: Anna N. Bolling [sign] Date: March 1, 2024
Name: Anna N. Bolling [print]
Position: Treasurer

By: Delores D Dunn [sign] Date: March 1, 2024
Name: Delores D. Dunn [print]
Position: Center Keyholder

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0279-24

File ID: 0279-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 051-2024 **In Control:** Urban County Council

File Created: 03/07/2024

File Name: Neighborhood Park Center Concession Agreement - Cardinal Valley Park Activity Board, Inc. **Final Action:** 03/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Cardinal Valley Park Activity Board, Inc., for the management and operation of the Cardinal Valley Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/20/2024. MS

Stamped and filed in the CCO. REturned to Roger Daman via scans 3/22/2024. MS

Sponsors:

Enactment Date: 03/21/2024

Attachments: Blue Sheet Memo - Concession Agreement - Cardinal Valley Park Activity Board - Signed - Updated 2, Cardinal Valley Neighborhood Park Center Concession Agreement - Updated, Neighborhood Center Agreements - infographic, LexParks-NeighborhoodCenters-Photos-Valley Highlighted, 0279-24 Resolution 4891-6756-7021 v.1.docx, R-142-2024, Contract #051-2024

Enactment Number: R-142-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0279-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Cardinal Valley Park Activity Board, Inc., for the management and operation of the Cardinal Valley Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Concession Agreement with the Cardinal Valley Park Activity Board, Inc. for the management and operation of the Cardinal Valley Neighborhood Park Center, located at 2077 Cambridge Drive, for a term of two (2) years, with automatic renewal for a two (2) year period. The neighborhood association is eligible for financial stipends and allowances up to $6,000, per year. Funds requested in the FY 2025 Budget. (L0279-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: Funds requested in the FY 2025 Budget

Account Number: 1101-707606-7641-75101-775

This Fiscal Year Impact: up to a total of $6,000 per year.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: Requested in FY25

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: March 7, 2024

SUBJECT: Neighborhood Park Center Concession Agreement
Cardinal Valley Park Activity Board, Inc.

Request:

Request Council authorization to execute a Concession Agreement with Cardinal Valley Park Activity Board, Inc. for the management and operation of the Cardinal Valley Park Center, located at 2077 Cambridge Drive.

Purpose:

Parks & Recreation has traditionally longstanding partnerships with park activity boards for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of 1} Neighborhood Engagement and Activation, and 2) Shared Governance and Accountability. The concession agreement allows for park activity boards to designate Center Keyholders, who manage public access and community programming, on behalf of the park activity board. Rental income is retained by the park activity board, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The park activity board will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for an additional 2 years.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds have been requested in the FY 25 budget.

File Number: 0279-24

Director / Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER
CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **April, 2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Cardinal Valley Park Activity Board, Inc.**, a Kentucky nonprofit corporation, with a principal address located at 2077 Cambridge Drive (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Cardinal Valley Neighborhood Park Center** located at 2077 Cambridge Drive, Lexington, KY 40504 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

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inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

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Notice shall be sent to the Neighborhood Association at the following:

(301) 455-4429

SONGOFTHECEDARS@GMAIL.COM

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

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i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

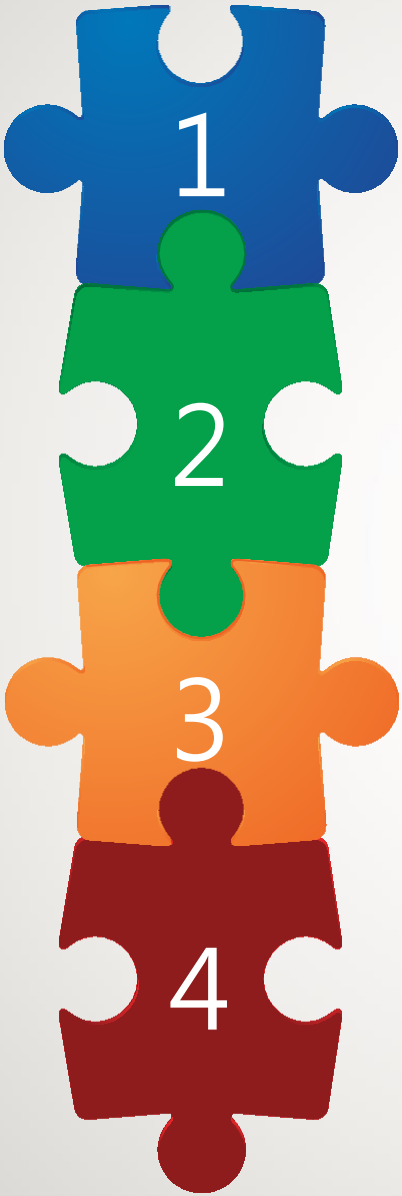
"NEIGHBORHOOD ASSOCIATION"
Cardinal Valley Park Activity Board, Inc.

By: _____ [sign] Date: 3/1/24
Name: LEANDRO "NACHIE" BRAGA [print]
Position: President

By: Meghan Talley [sign] Date: 03/01/2024
Name: Meghan Talley [print]
Position: Treasurer

By: _____ [sign] Date: 3/1/24
Name: LEANDRO "NACHIE" BRAGA [print]
Position: Center Keyholder

Concession Agreement
Neighborhood Park Centers



Neighborhood Engagement and Activation

Neighborhood Associations designate the Center Keyholders
Public access and community programming managed by NAs.
Rental income retained by NA, solely for community programs

Shared Governance and Accountability

Keyholder / NA reporting ensures safety & fiscal compliance
Parks fully responsible for utility & capital maintenance costs

✓ Parks' Annual Utility Costs = $100,000

Public Risk Mitigation Allowance (PRMA)

Neighborhoods retain Commercial General Liability Insurance
Cost reimbursement to neighborhoods, up to $1,000 per year

✓ Proposed Annual Incentives = $12,000

Rental Event Maintenance Stipend (REMS)

Commercial Janitorial / Housekeeping Services at NP Centers
Cost reimbursement to neighborhoods, up to $5,000 per year

✓ Proposed Annual Incentives = $60,000



Coolavin Park

550 W. 6th St. • 40508

1st District



Douglass Park

726 Georgetown St. • 40511

1st District



Green Acres Park

1560 La Salle Rd. • 40511

1st District



Highlands Park

1991 Mark Ave. • 40511

2nd District



Lou Johnson Park

190 Prall St. • 40508

3rd District



Marlboro Park

1970 Benton Pl. • 40505

1st District



Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District



Meadowthorpe Park

333 Larch Ln. • 40511

11th District



Oakwood Park

1050 Briarwood Dr. • 40511

1st District



Valley Park

2077 Cambridge Dr. • 40504

11th District



Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District



Woodhill Park

457 Larkwood Dr. • 40509

7th District

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH CARDINAL VALLEY PARK ACTIVITY BOARD, INC., FOR THE MANAGEMENT AND OPERATION OF THE CARDINAL VALLEY NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Cardinal Valley Park Activity Board, Inc., for the management and operation of the Cardinal Valley Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to Cardinal Valley Park Activity Board, Inc., from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession 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
0279-24:CWE:4891-6756-7021, v. 1

RESOLUTION NO. 142 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH CARDINAL VALLEY PARK ACTIVITY BOARD, INC., FOR THE MANAGEMENT AND OPERATION OF THE CARDINAL VALLEY NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Cardinal Valley Park Activity Board, Inc., for the management and operation of the Cardinal Valley Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to Cardinal Valley Park Activity Board, Inc., from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession Agreement.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0279-24:CWE:4891-6756-7021, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **January**, **2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Cardinal Valley Park Activity Board, Inc.**, a Kentucky nonprofit corporation, with a principal address located at 2077 Cambridge Drive (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Cardinal Valley Neighborhood Park Center** located at 2077 Cambridge Drive, Lexington, KY 40504 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

(301) 455-4429

SONGOFTHECEDARS@GMAIL.COM

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton Date: 3/22/2024
Linda Gorton, Mayor

ATTEST:
Deputy Mackenzie Stock
Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
Cardinal Valley Park Activity Board, Inc.

By: _____ [sign] Date: 3/1/24
Name: LEANDRO "NACHIE" BRAGA [print]
Position: President

By: Meghan Talley [sign] Date: 03/01/2024
Name: Meghan Talley [print]
Position: Treasurer

By: _____ [sign] Date: 3/1/24
Name: LEANDRO "NACHIE" BRAGA [print]
Position: Center Keyholder

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0280-24

File ID:	0280-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	052-2024	**In Control:**	Urban County Council
				File Created:	03/07/2024
File Name:	Neighborhood Park Center Concession Agreement - Meadowthorpe Neighborhood Association			**Final Action:**	03/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Meadowthorpe Neighborhood Association, Inc., for the management and operation of the Meadowthorpe Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/20/2024. MS

Stamped and filed in the CCO. Returned to Roger Daman via scans 3/22/2024. ms

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Blue Sheet Memo - Concession Agreement - Meadowthorpe NPC - Signed - Updated, Meadowthorpe Neighborhood Park Center Concession Agreement - Updated and Signed, Neighborhood Center Agreements - infographic, LexParks-NeighborhoodCenters-Photos-Meadowthorpe Highlighted, 0280-24 Resolution 4854-0468-6509 v.1.docx, R-143-2024, Contract #052-2024	**Enactment Number:**	R-143-2024
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0280-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Meadowthorpe Neighborhood Association, Inc., for the management and operation of the Meadowthorpe Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Concession Agreement with the Meadowthorpe Neighborhood Association for the management and operation of the Meadowthorpe Neighborhood Park Center, located at 333 Larch Lane, for a term of two (2) years, with automatic renewal for a two (2) year period. The neighborhood association is eligible for financial stipends and allowances up to $6,000 per year. Funds requested in the FY 2025 Budget. (L0280-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: requested in the FY 2025 Budget

Account Number: 1101-707606-7641-75101-775

This Fiscal Year Impact: up to a total of $6,000 per year.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: Requested in FY25

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: March 7, 2024

SUBJECT: Neighborhood Park Center Concession Agreement
Meadowthorpe Neighborhood Association

Request:

Request Council authorization to execute a Concession Agreement with the Meadowthorpe Neighborhood Association for the management and operation of the Meadowthorpe Neighborhood Park Center, located at 333 Larch Lane.

Purpose:

Parks & Recreation has traditionally longstanding partnerships with neighborhood associations for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of 1} Neighborhood Engagement and Activation, and 2) Shared Governance and Accountability. The concession agreement allows for neighborhood associations to designate Center Keyholders, who manage public access and community programming, on behalf of the neighborhood association. Rental income is retained by the neighborhood association, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The neighborhood association will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for an additional 2 years.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds have been requested in the FY 25 budget.

File Number: 0280-24

Director / Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER
CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this 1st day of April, 2024, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Meadowthorpe Neighborhood Association, Inc.**, a Kentucky nonprofit corporation, with a principal address located at 333 Larch Lane (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Meadowthorpe Neighborhood Park Center** located at 333 Larch Lane, Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. EXHIBITS. This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. TERM OF AGREEMENT. Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. CENTER CONCESSIONS. LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
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Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:
MEADOWTHORPE NA EXEC COMMITTEE
333 LARCH LANE
LEXINGTON KY 40511

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

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e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

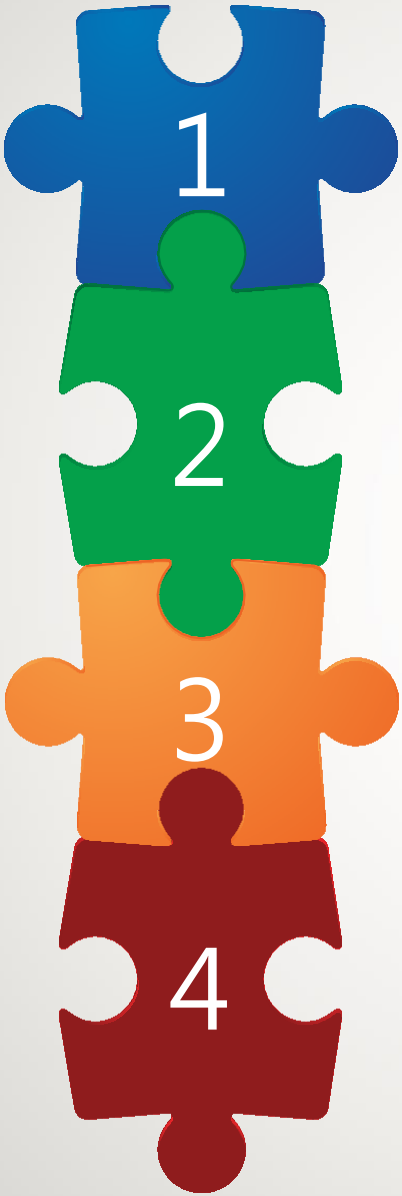
"NEIGHBORHOOD ASSOCIATION"
Meadowthorpe Neighborhood Association, Inc.

By: _____ [sign] Date: 12 MARCH 2024
Name: KEN MILLER [print]
Position: President

By: _____ [sign] Date: 3/4/2024
Name: Ian L. Cooke [print]
Position: Treasurer

By: _____ [sign] Date: 03/04/2024
Name: GABRIEL L. HENSLEY [print]
Position: Center Keyholder

Concession Agreement
Neighborhood Park Centers



Neighborhood Engagement and Activation

Neighborhood Associations designate the Center Keyholders
Public access and community programming managed by NAs.
Rental income retained by NA, solely for community programs

Shared Governance and Accountability

Keyholder / NA reporting ensures safety & fiscal compliance
Parks fully responsible for utility & capital maintenance costs

✓ Parks' Annual Utility Costs = $100,000

Public Risk Mitigation Allowance (PRMA)

Neighborhoods retain Commercial General Liability Insurance
Cost reimbursement to neighborhoods, up to $1,000 per year

✓ Proposed Annual Incentives = $12,000

Rental Event Maintenance Stipend (REMS)

Commercial Janitorial / Housekeeping Services at NP Centers
Cost reimbursement to neighborhoods, up to $5,000 per year

✓ Proposed Annual Incentives = $60,000

LEXINGTON 2031



Coolavin Park

550 W. 6th St. • 40508

1st District



Douglass Park

726 Georgetown St. • 40511

1st District



Green Acres Park

1560 La Salle Rd. • 40511

1st District



Highlands Park

1991 Mark Ave. • 40511

2nd District



Lou Johnson Park

190 Prall St. • 40508

3rd District



Marlboro Park

1970 Benton Pl. • 40505

1st District



Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District



Meadowthorpe Park

333 Larch Ln. • 40511

11th District



Oakwood Park

1050 Briarwood Dr. • 40511

1st District



Valley Park

2077 Cambridge Dr. • 40504

11th District



Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District



Woodhill Park

457 Larkwood Dr. • 40509

7th District

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC., FOR THE MANAGEMENT AND OPERATION OF THE MEADOWTHORPE NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Meadowthorpe Neighborhood Association, Inc., for the management and operation of the Meadowthorpe Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to Meadowthorpe Neighborhood Association, Inc., from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession 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
0280-24:CWE:4854-0468-6509, v. 1

RESOLUTION NO. 143 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH MEADOWTHORPE NEIGHBORHOOD ASSOCIATION, INC., FOR THE MANAGEMENT AND OPERATION OF THE MEADOWTHORPE NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Meadowthorpe Neighborhood Association, Inc., for the management and operation of the Meadowthorpe Neighborhood Park Center.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0280-24:CWE:4854-0468-6509, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **January**, **2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Meadowthorpe Neighborhood Association, Inc.**, a Kentucky nonprofit corporation, with a principal address located at 333 Larch Lane (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Meadowthorpe Neighborhood Park Center** located at 333 Larch Lane, Lexington, KY 40511 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. RECITALS INCORPORATED; DEFINITIONS. The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

a. "Center Keyholder" means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
Douglass Park	726 Georgetown Street	40511
Green Acres Park	1560 LaSalle Road	40511
Highlands Park	1991 Mark Avenue	40511
Lou Johnson Park	190 Prall Street	40508
Marlboro Park	1970 Benton Place	40505
ML King Park	1625 McCullough Drive	40511
Meadowthorpe Park	333 Larch Lane	40511
Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. **EXHIBITS.** This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

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LEXINGTON KY 40511

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agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

Date: 3/22/2024

ATTEST: Mackenzie Stark
Deputy
Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
Meadowthorpe Neighborhood Association, Inc.

By: _____ [sign]
Name: KEN MILLER [print]
Position: President

Date: 12 MARCH 2024

By: _____ [sign]
Name: Ian L. Cooke [print]
Position: Treasurer

Date: 3/4/2024

By: _____ [sign]
Name: GABRIEL L. HENSLEY [print]
Position: Center Keyholder

Date: 03/04/2024

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0285-24

File ID:	0285-24	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	03/11/2024
File Name:	Consent Decree Schedule Modification			**Final Action:**	03/21/2024

Title: A Resolution approving the Second Material Modification to the Consent Decree, and authorizing the Mayor, on behalf of the Urban County Government, to execute the Second Material Modification to the Consent Decree, amending Paragraph 15.G.(vii) of the Consent Decree to provide that the final deadline for all remedial measures capital construction projects shall be no later than December 31, 2030, and amending Paragraph 29A of the Consent Decree related to reporting requirements. [Div. of Water Quality, Martin]

Notes: In mayor's office for signature 3/26/2024. MS

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	Blue Sheet, LFUCG-CLEAN_Second_Material_Mod..., 0285-24-Second Material Mod of Consent Decree 4872-9593-7455 v.1.doc, R-144-2024	**Enactment Number:**	R-144-2024
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	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0285-24

Title

A Resolution approving the Second Material Modification to the Consent Decree, and

authorizing the Mayor, on behalf of the Urban County Government, to execute the Second Material Modification to the Consent Decree, amending Paragraph 15.G.(vii) of the Consent Decree to provide that the final deadline for all remedial measures capital construction projects shall be no later than December 31, 2030, and amending Paragraph 29A of the Consent Decree related to reporting requirements. [Div. of Water Quality, Martin]

Summary

Authorization to approve a Second Material Modification to the Consent Decree, extending the full compliance deadline from December 31, 2026 to December 31, 2030. This modification would amend Paragraph 15.G (vII) of the Consent Decree so that the final deadline for all remedial measures capital construction projects is no later than December 31, 2030. No Budgetary impact. (L0285-24) (Martin/Albright)

Budgetary Implications [select]: N/A

Advance Document Review:

Law: Yes, Completed by Evan Thompson 2/29/2024

Risk Management: No

Fully Budgeted [select]: N/A

Account Number: N/A

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

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: March 4, 2024

Subject: Motion for Second Material Modification to the Consent Decree
Remedial Measure Plan Completion Schedule Modification

Request

The Division of Water Quality is requesting approval of the Second Material Modification to the Consent Decree, extending the full compliance deadline from December 31, 2026 to December 31, 2030.

Purpose of Request

This modification would amend Paragraph 15.G (vii) of the Consent Decree so that the final deadline for all remedial measures capital construction projects is no later than December 31, 2030, This modification would also amend paragraph 29A, allowing for the submission of semi annual reports in place of the current quarterly report requirement. The format of those reports remains unchanged.

This modification, if approved by LFUCG along with the appropriate state and federal agencies, will be filed for entry with the United States District Court, Eastern District of Kentucky, Central Division at Lexington.

Cost in FY24 and Future Fiscal Years NA

Are Funds Budgeted NA

Director/Commissioner

Martin/Albright

125 Lisle Industrial Ave., Suite 180, Lexington, KY 40511 / 859.425.2400 Phone / 859.254.7787 Fax / lexingtonky.gov

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION AT LEXINGTON

THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF KENTUCKY,	)	
Plaintiffs,	)	
v.	)	**Civil Action No. 5:06-CV-386-KKC**
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,	)	
Defendant.	)	

SECOND MATERIAL MODIFICATION TO CONSENT DECREE

WHEREAS, in November of 2006, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the Commonwealth of Kentucky ("Commonwealth"), on behalf of the Commonwealth's Environmental and Public Protection Cabinet ("EPPC"), filed a complaint against Lexington-Fayette Urban County Government ("LFUCG") under Section 309(b), 33 U.S.C. § 1319(b), of the Clean Water Act ("CWA"), alleging that LFUCG violated and continued to violate the CWA by violating conditions and limitations established in its National Pollutant Discharge Elimination System permit issued under Section 402 of the CWA, 33 U.S.C. § 1342, and by discharging pollutants to navigable waters without authorization by a permit in violation of Section 301 of the CWA, 33 U.S.C. § 1311;

WHEREAS, on March 14, 2008, the United States and the Commonwealth lodged a Consent Decree resolving the claims alleged in the complaint;

WHEREAS, the Commonwealth's Energy and Environment Cabinet ("EEC") was established pursuant to Executive Order in June of 2008 as the successor agency to the EPPC;

WHEREAS, on July 25, 2008, the Plaintiffs, following a period of public comment, filed a Motion to Enter the Consent Decree;

WHEREAS, on August 7, 2008, the Court issued an Order denying Plaintiffs' Motion to Enter the Consent Decree;

WHEREAS, following an appeal of this Court's August 7, 2008, Order denying Plaintiffs' Motion to Enter the Consent Decree, the Plaintiffs filed a second Motion to Enter the Consent Decree on March 16, 2010;

WHEREAS, on January 3, 2011, the Court entered the Consent Decree, and Section XVIII of the Consent Decree establishes the Effective Date of the Consent Decree as the date it was entered by the Court;

WHEREAS, Paragraph 15.G.(vii) of the Consent Decree required Defendant to submit a Sanitary Sewer System and WWTP Remedial Measures Plan ("RMP"), including an expeditious schedule for design, construction, and placement in service of all proposed measures. Paragraph 15.G.(vii) further required the Defendant to identify dates for preliminary design, complete design, complete permitting, award contract, begin construction, and complete construction dates for each measure proposed, and the RMP established staggered deadlines for the completion of construction and placement into service of various remedial measures deadlines based on EPA/EEC approvals of various submittals;

WHEREAS, on June 23, 2015, Plaintiffs filed a Motion to Enter First Material Modification to Consent Decree, the purpose of which was to consolidate the staggered remedial measures deadlines in the RMP to one final completion date of December 31, 2026 in Paragraph 15.G(vii) of the Consent Decree, for completion of construction and placement into service of all measures associated with the Sanitary Sewer System and WWTP RMP;

WHEREAS, on July 9, 2015, this Court entered the First Material Modification to the Consent Decree;

WHEREAS, on January 25, 2021, the Parties filed a Joint Stipulation and Agreed Order Partially Terminating Consent Decree, requesting this Court terminate Section VI of the Consent Decree (Compliance Measures Relating to Storm Sewer System) pursuant to Paragraphs 83 and 84 of the Consent Decree, which provide for terminating Section VI after all requirements of that Section had been met for a period of five (5) years following the Effective Date of the Consent Decree;

WHEREAS, on January 26, 2021, this Court entered the Joint Stipulation and Agreed Order Partially Terminating Consent Decree, terminating Section VI of the Consent Decree, associated reporting requirements, and the submittal of the MS4 Annual Report to the recipients specified in Section XVII;

WHEREAS, since the Consent Decree was entered in 2011, LFUCG has worked diligently to meet all other Consent Decree compliance schedules and requirements;

WHEREAS, from 2013 through the second quarter of 2023, LFUCG completed seventy-five (75) RMP projects at an average of approximately seven (7) projects per year, as well as abated eighty-five (85) recurring sanitary sewer overflows ("SSOs");

WHEREAS, LFUCG has expanded the scope of some existing RMP projects to improve the operation and performance of the Sanitary Sewer System and WWTPs and provide greater human health and environmental benefits by minimizing the occurrence of sewage releases or effluent violations during large storm events. These project size increases resulted in a greater cost to LFUCG than it anticipated while developing the original RMP. Examples include: a 50% increase in the capacity of the East Hickman Force Main, a 2 million gallons per day upgrade to the East Hickman Pump Station, a nearly 50% increase to the East Hickman wet weather storage facility, and numerous WWTP upgrades to increase reliability;

WHEREAS, LFUCG has alleged and provided certain information to the United States detailing widespread supply chain shortages and disruptions (e.g., cement supply, certain PVC piping), workforce and labor shortages, and difficult economic conditions;

WHEREAS, LFUCG has demonstrated that the impacts on the workforce, supply chains, and economic conditions have resulted in unanticipated delays in easement acquisitions and construction project delays due to material and labor shortages, and have compromised LFUCG's ability to meet the December 31, 2026, deadline contained in Paragraph 15.G.(vii) of the Consent Decree, as amended;

WHEREAS, approximately forty-one (41) RMP projects remain to be completed, which would require LFUCG to complete an average of approximately twelve (12) projects per year in order to meet the current deadline of December 31, 2026, which the Parties agree is not realistic in today's environment;

WHEREAS, extending the deadline in Paragraph 15.G.(vii) of the Consent Decree by four (4) years to December 31, 2030, would provide LFUCG the time necessary to acquire easements and sequence the construction of the remaining projects required by the RMP;

WHEREAS, the Parties agree that a reasonable and realistic deadline for completion of construction, and placement into service of all remedial measures described in the RMP schedule is December 31, 2030;

WHEREAS, LFUCG has already implemented a majority of its total RMP projects;

WHEREAS, the Parties agree that it is no longer necessary for LFUCG to provide, in the RMP schedule, the interim deadlines associated with design, permitting, and contracting, as required by Paragraph 15.G.(vii) of the Consent Decree, and that LFUCG need only provide dates for completion of construction and placement into service for each remedial measure described in future iterations of the RMP schedule;

WHEREAS, the Parties further agree, in light of the amount of progress made and current status of Consent Decree implementation, and the diminished need for frequent reporting, that it is reasonable to change the Quarterly Report requirement in Paragraph 29.A. of the Consent Decree to a Semi-Annual Report requirement; and

WHEREAS, the Parties also agree to make edits to Paragraph 29.A. by deleting superfluous noticing procedures set forth in Paragraph 29.A. that are inconsistent with the Consent Decree's generally applicable noticing procedures set forth in Paragraph 30.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED and DECREED as follows:

1. Paragraph 15.G.(vii) of the Consent Decree, as amended by the First Material Modification to Consent Decree, shall be removed and replaced with the following language:

"The Sanitary Sewer System and WWTP Remedial Measures Plan shall provide estimated capital, O & M, and present value costs for each identified remedial measure. Such costs shall be provided in consistent, year-specific dollars. The Sanitary Sewer System and WWTP Remedial Measures Plan shall provide an expeditious schedule for construction and

placement into service of all proposed measures. Such schedule shall provide for completion of construction and placement in service of all proposed measures no later than December 31, 2030. The final deadline for completion of construction and placement in service of all proposed measures by December 31, 2030, shall not be subject to extension by operation of Paragraph 34 of this Consent Decree and may only be extended with approval of EPA and EEC, for good cause, in accordance with Section XX (Modification). LFUCG shall identify the date for completion of construction and placement into service for each measure proposed."

2. Paragraph 29.A. of the Consent Decree shall be removed and replaced with:

"Semi-Annual Reports. After the Effective Date of the Second Material Modification To Consent Decree and until termination of this Decree pursuant to Section XXI (Termination), LFUCG shall submit to EPA and EEC Semi-Annual Reports on July 30th of each year (for the six-month period from January 1st to June 30th) and on January 30th (for the six-month period from July 1st to December 31st). The Semi-Annual Report shall include, at a minimum:

(i) A description of all projects and activities conducted during the most recently completed six (6) month period to comply with the requirements of this Consent Decree, as amended, in Gantt chart or similar format;

(ii) The date, locations, estimated volume, and cause (if known) of all SSOs for the most recently completed six (6) month period; a cumulative accounting of the estimated reduction in volume and in number of occurrences of SSOs and Unpermitted Bypasses;

(iii) The anticipated projects and activities that will be performed in the next six (6) month period to comply with the requirements of this Consent Decree (as amended), in Gantt chart or similar format;

(iv) If LFUCG violates any requirement of this Consent Decree or has reason to believe that it is likely to violate any requirement of this Consent Decree in the future, LFUCG shall notify the United States and EEC of such violation and its likely duration, with an explanation of the violation's likely cause and of the remedial steps taken, and/or to be taken, to prevent or minimize such violation. If the cause of the violation cannot be fully explained at the time the report is due, LFUCG shall include a statement to that effect in the report. LFUCG shall investigate to determine the cause of the violation and then shall submit an amendment to the report, including a full explanation of the cause of the violation, within thirty (30) days after the semi-annual report; and

(v) Any additional information that demonstrates that LFUCG is implementing the remedial measures required in this Consent Decree.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Dated and entered this _____ day of _____, 2023.

_____
UNITED STATES DISTRICT JUDGE

WE HEREBY CONSENT to the entry of this Second Material Modification to Consent Decree in United States, et al. v. Lexington-Fayette Urban County Government, Civil Action No. 5:06-cv-386, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR UNITED STATES OF AMERICA:

TODD KIM
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

SHEILA MCANANEY
Trial Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044
Telephone: (202) 616-6535
E-mail: sheila.mcananey@usdoj.gov

WE HEREBY CONSENT to the entry of this Second Material Modification to Consent Decree in United States, et al. v. Lexington-Fayette Urban County Government, Civil Action No. 5:06-cv-386, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 4 (Continued):

LEIF PALMER
Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, GA 30303

PAUL SCHWARTZ
Associate Regional Counsel
United States Environmental Protection Agency
Region 4
61 Forsyth Street
Atlanta, GA 30303
Telephone: 404-562-9576

WE HEREBY CONSENT to the entry of this Second Material Modification to Consent Decree in United States, et al. v. Lexington-Fayette Urban County Government, Civil Action No. 5:06-cv-386, subject to the public notice and comment provisions of 28 C.F.R. § 50.7:

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY, OFFICE OF ENFORCEMENT AND COMPLIANCE (Continued):

JOE THEIS
Acting Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW (2243A)
Washington, DC 20460

LAURA WELLES
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Ave., NW (2243A)
Washington, DC 20460
Telephone: 202-564-2754

FOR THE COMMONWEALTH OF KENTUCKY, ENERGY AND ENVIRONMENT CABINET (formerly the ENVIRONMENTAL & PUBLIC PROTECTION CABINET);

Nancy S. Hancock
Energy and Environment Cabinet
Office of Legal Services
300 Sower Blvd., 3rd Floor
Frankfort, KY 40601
(502) 782-5867

FOR THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

_____

_____

RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING THE SECOND MATERIAL MODIFICATION TO THE CONSENT DECREE, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND MATERIAL MODIFICATION TO THE CONSENT DECREE, AMENDING PARAGRAPH 15.G.(VII) OF THE CONSENT DECREE TO PROVIDE THAT THE FINAL DEADLINE FOR ALL REMEDIAL MEASURES CAPITAL CONSTRUCTION PROJECTS SHALL BE NO LATER THAN DECEMBER 31, 2030, AND AMENDING PARAGRAPH 29A OF THE CONSENT DECREE RELATED TO REPORTING REQUIREMENTS.

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

Section 1 - That the Second Material Modification to the Consent Decree be and hereby is approved, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Second Material Modification to the Consent Decree, which is attached hereto and incorporated herein by reference, amending Paragraph 15.G.(vii) of the Consent Decree to provide that the final deadline for all remedial measures capital construction projects shall be no later than December 31, 2030, and amending Paragraph 29A of the Consent Decree related to reporting requirements.

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
0285-24:EPT_4872-9593-7455, v. 1

RESOLUTION NO. 144 - 2024

A RESOLUTION APPROVING THE SECOND MATERIAL MODIFICATION TO THE CONSENT DECREE, AND AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE SECOND MATERIAL MODIFICATION TO THE CONSENT DECREE, AMENDING PARAGRAPH 15.G.(VII) OF THE CONSENT DECREE TO PROVIDE THAT THE FINAL DEADLINE FOR ALL REMEDIAL MEASURES CAPITAL CONSTRUCTION PROJECTS SHALL BE NO LATER THAN DECEMBER 31, 2030, AND AMENDING PARAGRAPH 29A OF THE CONSENT DECREE RELATED TO REPORTING REQUIREMENTS.

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

Section 1 - That the Second Material Modification to the Consent Decree be and hereby is approved, and the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Second Material Modification to the Consent Decree, which is attached hereto and incorporated herein by reference, amending Paragraph 15.G.(vii) of the Consent Decree to provide that the final deadline for all remedial measures capital construction projects shall be no later than December 31, 2030, and amending Paragraph 29A of the Consent Decree related to reporting requirements.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0285-24:EPT_4872-9593-7455, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0286-24

File ID:	0286-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	064-2024	**In Control:**	Urban County Council
				File Created:	03/11/2024
File Name:	Request Council authorization to execute an Engineering Service Agreement with Prime AE in the amount of $424,619 for design of the North Limestone Improvements Project.			**Final Action:**	03/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Engineering Service Agreement with Prime AE, for the design of the North Limestone Improvements Project, at a cost not to exceed $424,619. [Div. of Engineering, Burton]

Notes: Stamped and filed in the CCO. Returned to Celia Moore 3/26/2024. MS

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	2024 03 11 Bluesheet Memo Limestone, ESA N Limestone - 03 11 2024 - W Attachments and Insurance - SIGNED, Person in Resp Charge Form, Project Map - N Limestone Withers to New Circle, 2024 03 08 LFUCG Law Dept Responce to Requested ESA Changes, 286-24 4887-8922-0269 v.1.doc, R-145-2024, Contract #064-2024	**Enactment Number:**	R-145-2024
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	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
2	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
2	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
2	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0286-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute an Engineering Service Agreement with Prime AE, for the design of the North Limestone Improvements Project, at a cost not to exceed $424,619. [Div. of Engineering, Burton]

Summary

Authorization to execute an Engineering Service Agreement with Prime AE in the amount of $424,619 for design of the North Limestone Improvements Project, from mid-block between Fairlawn Ave. and Withers Ave. to New Circle Road. Funds are Budgeted. (L0286-24) (Burton/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 3/08/2024

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303202-3251-91715

This Fiscal Year Impact: $424,619

Annual Impact: $0

Project: NLIMESTONE_2023

Activity: DESIGN

Budget Reference: 2023

Current Balance: $600,000.00

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: **MARCH 11, 2024**

SUBJECT: **Authorization to Execute Engineering Service Agreement with Prime AE for North Limestone Improvements Project**

Request: Council authorization to execute an Engineering Service Agreement with Prime AE in the amount of $424,619 for design of the North Limestone Improvements Project.

Purpose of the Request: On September 8, 2022, (Resolution 510-2022), Council approved acceptance of SLX funds in the amount of $480,000 and a local match in the amount of $120,000, for the design phase of the North Limestone Improvements Project, for a total design phase funding of $600,000.

The LFUCG Division of Engineering needs this action to design the North Limestone Improvements project. The project will involve roadway/sidewalk improvements to North Limestone from mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road. The road will be upgraded from a mostly rural cross section to an urban cross section, with the addition of curb and gutter, storm sewers, and sidewalks.

The cost in this budget year and future budget years: $424,619 is the cost in FY2024. There are no anticipated costs in future budget years.

Are the funds budgeted? Yes, 3160-303202-3251-91715 NLIMESTONE_2023 DESIGN

File Number: 0286-24

Director/Commissioner: Burton/Albright

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 11, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and **Prime AE Group** (**CONSULTANT**). **OWNER** intends to proceed with the **North Limestone Improvements Project** as described in the Scope of Services in the attached "**Request for Qualifications"** document **(Exhibit B)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the North Limestone 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 Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies 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 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. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies 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: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services".

1.6. Construction Phase

OWNER may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the 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 Exhibit A "Scope of Services" for the 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 **Four hundred twenty four thousand six hundred and nineteen, dollars ($424,619)**.

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 Environmental Quality and Public Works, 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 subconsultants 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
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $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.

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. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Scott Gabbard 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 hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 13 pages
2. Exhibit A – Fee Proposal consisting of 48 pages (excluding title sheet)
3. Exhibit B – Request for Qualifications consisting of 37 pages (excluding title sheet)
4. Exhibit C – Certificate of Insurance consisting of 2 pages (excluding title sheet)

8.3. This Agreement, 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

BY: _____
LINDA GORTON, MAYOR

CONSULTANT:
Prime AE Group, Inc

BY: Stephen Garland
Stephen Garland, Director

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Stephen Garland, Director, as the duly authorized representative for and on behalf of PRIMAE Group, Inc., on this the 11th day of March, 2024.

My commission expires: 1/3/2025.

NOTARY PUBLIC KYNP19751

EXHIBIT A

FEE PROPOSAL

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 16, 2024	**COUNTY:**	Fayette	**ITEM #:**	07-00451.00
PROJECT:	NORTH LIMESTONE SIDEWALK				
DESC:	LPA Project -Prime Consultant				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
A. SURVEY	453	0	$ 46.47	$ -
B. PRELIMINARY LINE AND GRADE	438	358	$ 60.25	$ 21,569.50
C. UTILITY COORDINATION	170	72	$ 66.84	$ 4,812.48
D. RIGHT OF WAY PLANS	219	117	$ 56.05	$ 6,557.85
E. FINAL PLAN PREPARATION	1163	924	$ 54.51	$ 50,367.24
F. MEETINGS	92	76	$ 77.38	$ 5,880.88
G. PUBLIC INVOLVEMENT	136	44	$ 77.38	$ 3,404.72
H. QA/QC Total	32	16	$ 74.98	$ 1,199.68
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	2703	1607	$ 58.36	**$ 93,792.35**

OVERHEAD (154.92 %**)**	$	145,303.11
PROFIT (15.00 %**)**	$	35,864.32
COST OF MONEY (0.10 %**)**	$	93.79

DIRECT COSTS	AMOUNT
Travel Expenses	$ 3,108.00
Printing Expenses	$ 1,131.00
Miscellaneous Survey Expenses	$ 500.00
TOTAL DIRECT COSTS	**$ 4,739.00**

SUBCONSULTANTS	AMOUNT
EHI	$ 19,443.00
Jackson Group (Cultural Historic Impact Analysis -subcontract per negotiation)	$ 19,250.00
Banks	$ 106,133.00
TOTAL SUBCONSULTANTS	**$ 144,826.00**

TOTAL FEE	**$ 424,619**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME:	**SIGNED BY:**	
Stephen Crawford	Director, Site	1/31/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

COUNTY:	**FAYETTE**	PROJECT TYPE:	**NORTH LIMESTONE SIDEWALK**
ROUTE:	**NORTH LIMESTONE SIDEWALK**	CONSULTANT:	**PRIME AE Group**
DESC.:	**Phase 1 Design - Original Contract**	PREPARED BY:	**Sgabbard**
ITEM NO.	**07-00451.00**	DATE:	**January 31, 2024**

A. SURVEY

No.	ITEM	CREW	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	0
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	0
CONTROL						0
4	Horizontal	2	Mile	0.4	4	0
5	Vertical	2	Mile	0.4	4	0
6	Process data	1	Mile	0.4	4	0
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	0
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	0
11	Process data	1	Mile	0.4	30	0
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	0
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	0
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	0
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	51	0.5	0
23	Field tie property lines/corners	2	Parcel	51	0.5	0
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	0
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	0
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

B. PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	TEAM HOURS		
			AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	0
31	Prepare existing manuscripts	Mile	0.4	50	0
32	Establish approximate property lines and ownership	Parcel	51	0.5	0
33	Study and develop typical sections - alternates for review	No.	5	6	30
34	Study and develop horizontal alignments	Mile	0.4	60	24
35	Study and develop vertical alignments	Mile	0.4	40	16
36	Create and evaluate proposed roadway models	Mile	0.4	30	12
37	Design entrances	No.	24	1	24
38	Pre-size pipes (all alternates)	No.	12	3	36
39	Pre-size culverts (all alternates)	No.	0		0
40	Pre-size bridges (all alternates)	No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proc	Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	0		0
41c	Existing VISSIM Simulation	LS	0		0
41d	Proposed VISSIM Simulation	LS	0		0
42	Study and development of interchange	No.	0		0
43	Study and development of intersection	No.	12	4	48
44	Study and develop maintenance of traffic plan	LS	1	32	32
45	Plot/print copies of plans for team meeting and inspections	LS	1	4	4
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	16	16
47	Revise plans and estimates	LS	1	40	40
48	Preliminary Right of Way with taking areas	Parcel	18	2	36
49	Prepare Design Executive Summary	LS	1	8	8
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	0		0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRELIMINARY LINE & GRADE MISCELLANEOUS					
53	Project Set-Up - Traffic Engineering	LS	0		0
54	Field Reviews & Supplementary Data Collection	LS	1	16	8
	Traffic Count Collection				
55	Turning Movement Count Equipment Setup / Takedown (Video)	No.	0		0
56	Turning Movement Count Upload and Process Video Recordings	Intersection	0		0
57	Tabulation of Turning Movement Counts	Intersection	0		0
58	Vehicle Classification Equipment Setup / Takedown (Tube Counts)	No.	0		0
59	Tabulation of Vehicle Classification (Tube Counts)	No.	0		0
60	Evaluation of Data	LS	0		0
	Signal Timing Development				
61	Base Synchro Model	LS	0		0
63	Develop Timing Plans in Synchro	No.	0		0
62	Build Synchro Models (Timing New Signals Only)	No.	0		0
	Miscellaneous				
64	Preliminary Lighting Coordination	LS	1	24	24
65	Preliminary Signal Design and Justification	Intersection	0		0
	Forecasts and Model Inputs				
66	Review Updates to OKI MPO Travel Demand Model	LS	0		0
67	Model review meeting	EA	0		0
68	Establish growth rates	LS	0		0
69	Develop future volumes (traffic assignments)	LS	0		0
70	Review Socioeconomic Data	LS	0		0
71	Forecast Coordination meeting	EA	0		0
72	Document OKI MPO model updates	LS	0		0
	Modeling				
73	Analyze No-Build Scenario	LS	0		0
74	Analyze Improvement Scenarios	LS	0		0
75	Document Results for Base Condition & Alternatives	LS	0		0
PRELIMINARY LINE AND GRADE TOTAL					**358**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	0
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	0
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION MISCELLANEOUS						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	0
59A	Keep plans updated with any changes to Utilities	1	No.	9	8	72
	UTILITY COORDINATION TOTAL					**72**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	51	1	0
61	Establish property and ownership	Parcel	51	0.5	0
62	Calculate Right of Way	Parcel	18	1	18
63	Prepare legal descriptions	Parcel	18	1	18
64	Complete Right of Way summary sheet	Parcel	51	0.25	13
65	Generate Right of Way strip map *(scale 1" = 20')*	Sheet	4	4	16
66	Prepare Right of Way Plans Submittal	LS	1	4	4
67	Right of Way revisions after Right of Way submittal	LS	1	24	24
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS	0	4	0
69	Deed Research for Existing Parcels	Parcel	0	0	0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel	12	2	24
71					
72					
	RIGHT OF WAY PLANS TOTAL				**117**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	0		0
81	Update existing topography and terrain model	Mile	0.4	10	4
82	Refine alignments (horizontal & vertical)	Mile	0.4	10	4
83	Develop pavement design	No.	1	4	4
84	Finalize templates & transitions	No.	1	8	8
85	Develop final roadway model	Mile	0.4	50	20
86	Develop proposed design	Mile	0.4	80	32
87	Generate plan sheets *(scale 1" = 20')*	Sheet	4	6	24
88	Generate profile sheets *(scale 1" = 20')*	Sheet	4	6	24
89	Detail cross sections *(scale 1" = 5')*	No.	56	0.5	28
90	Design entrances	No.	24	0.5	12
91	Revise roadway plans from soils report	Mile	0.4	8	3
DRAINAGE					
92	Develop pipe sections (< 54")	No.	26	4	104
93	Develop drainage system map	Mile	0.4	30	6
94	Develop drainage situation (bridge)	No.	0		0
95	Develop drainage situation (culvert)	No.	1	16	0
96	Develop blue line stream channel change (=> 200')	No.	0		0
97	Drainage analysis (entrance pipes)	No.	0		0
98	Drainage analysis (A < = 200 acres)	No.	1	24	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.	1	40	0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.	0		0
103	Special drainage studies	No.	0		0
104	Roadway ditches and channels	Mile	0		0
105	Develop Erosion Control Plan	Mile	0.4	10	4
106	Inlet spacing calculations	No.	26	1	26
107	Storm sewers calculations	No.	26	1	26
108	Perform scour analysis	No.	0		0
109	Assemble preliminary and final drainage folders	LS	1	16	16
110	Prepare advanced situation folder - bridge	No.	0		0
111	Prepare advanced situation folder - culvert	No.	1.0	8	8
DRAINAGE MISCELLANEOUS					
112	Environmental - clearning house assistance and structure photos	LS	1	24	24
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	4	4	16
118	Prepare Interchange geometric approval	No.	0		0
119	Prepare intersection geometric approval	No.	12	4	48
120	Prepare coordinate control sheet	Mile	0.4	12	5
121	Prepare elevation developments	No.	4	8	32
122	Prepare striping plan	No.	1	8	8
123	Calculate final quantities	Mile	0.4	40	16
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS	1	2	2
126	Complete drainage summary	LS	1	4	4
127	Complete pavement under-drain summary	LS	1	2	2
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.4	20	8
131	Prepare final construction plans submittal	LS	1	8	8
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	8	8
133	Prepare construction phasing plans	Mile	0.4	40	16
134	Develop diversion plan sheets	Sheet	0		0
135	Develop diversion profile sheets	Sheet	0		0
136	Develop diversion cross sections	No.	0		0
137	Develop temporary drainage	No.	0		0
FINAL PLANS MISCELLANEOUS					
138	Document available rock quantities	LS	1	16	16
139	LPA Coordination	LS	1	96	96
140	LPA Inspection - Spot inspection	day	48	4	192
141	Geotechnical-see attached	LS			0
142	Subsurface Potholing - see attached	LS			0
143	Specifications and Bidding documents	LS	1	50	50
FINAL PLANS TOTAL					**924**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

C. MEETINGS

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	4	No.	1	4	12
151	Drainage inspection	2	No.	1	4	4
152	Final inspection	2	No.	1	4	8
153	Misc. project coordination meetings	4	No.	0	4	0
154	Project team meetings	1	No.	10	4	40
MEETINGS MISCELLANEOUS						
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1	12	12
MEETINGS TOTAL						**76**

D. PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	1	LS	1	20	2
161	Prepare for Advisory Committee/Officials Meeting	4	No.	1	4	4
162	Attend Advisory Committee/Officials Meeting	4	No.	1	4	6
163	Prepare for Public Meetings/Hearings	4	No.	1	6	8
164	Attend Public Meetings/Hearings	6	No.	1	4	16
165	Prepare and Distribute Newsletter		No.	0		0
166	Property owner coordination	2	No.	51	0.5	8
IC INVOLVEMENT MISCELLANEOUS						0
167						0
168						0
169						
UBLIC INVOLVEMENT TOTAL						**44**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

E. QA/QC

No.	ITEM	UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
180	Plan review	LS	2	16	16
181	Structure review		0		0
QA/QC TOTAL					**16**

ENVIRONMENTAL SERVICES

No.	ITEM		UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
	Categorical Exclusion					
	Draft CE					
1	Compile Checklist Info	1	Hour	0		0
2	Public Officials Coordination (Level III)	0	Hour	0		0
3	Draft CE	1	Hour	0		0
4	Exhibit Preparation	1	Hour	0		0
5	Peer Review	1	Hour	0		0
	Final CE					
6	Project Team Meetings	0	Hour	0		0
7	CE Review Meetings	0	Hour	0		0
8	Public Information Meetings (Level III)	0	Hour	0		0
	Final CE Review					
9	Exhibit Preparation	0	Hour	0		0
10	Peer Review	0	Hour	0		0
11	FHWA Review	0	Hour	0		0
12	Final CE	0	Hour	0		0
			Categorical Exclusion Total:			**0**
	Cultural Historic Impact Analysis					
	Research					
1	Archival Research/File Search/Deed Research	0	Hour	0		0
2	Field Research	0	Hour	0		0
	Exhibit Preparation					
4	Topographic maps that show an overall project area	0	Hour	0		0
6	CADD Operator	0	Hour	0		0
	Report Preparation					
10	Report Writing Draft	0	Hour	0		0
11	Report Writing Final	0	Hour	0		0
13	Development/Approval of Area of Potential Effect	0	Hour	0		0
	Meetings and Coordination					
15	Meeting with District and/or Project Team	0	Hour	0		0
17	Response to SHPO/DEA/FHWA	0	Hour	0		0
	Survey Miscellaneous					
24	QA/QC	0	Hour	0		0
			Cultural Historic Impact Analysis Total:			**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRODUCTION-HOUR SUMMARY

DESCRIPTION	TEAM HOURS
SURVEY TOTAL	0
LINE AND GRADE TOTAL	358
UTILITY COORDINATION TOTAL	72
RIGHT OF WAY PLANS TOTAL	117
FINAL PLANS TOTAL	924
MEETINGS TOTAL	76
PUBLIC INVOLVEMENT TOTAL	44
QA/QC TOTAL	16
CATEGORICAL EXCLUSION TOTAL	0
NOISE IMPACTS ANALYSIS TOTAL	0
SOCIOECONOMIC IMPACTS ANALYSIS TOTAL	0
TERRESTRIAL-AQUATIC IMPACTS ANALYSIS TOTAL	0
ARCHAEOLOGICAL IMPACTS ANALYSIS TOTAL	0
CULTURAL HISTORIC IMPACTS ANALYSIS TOTAL	0
UST-PHASE 1 ENVIRONMENTAL SITE ASSESSMENT TOTAL	0
GRAND TOTAL	1607

KENTUCKY TRANSPORTATION CABINET
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ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 9, 2024	**COUNTY:**	Fayette	**ITEM #:**	07-00451
PROJECT:	North Lime Sidewalk				
DESC:	Subconsultant for surveys and designs				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	340		$ 37.30	$ 12,682.00
Preliminary Line & Grade	58		$ 56.50	$ 3,277.00
Utility Coordination	144		$ 70.00	$ 10,080.00
Right of Way Plans	77		$ 56.00	$ 4,312.00
Final Plans	86		$ 60.00	$ 5,160.00
Meetings	8		$ 72.00	$ 576.00
Public Involvement	0		$ 64.50	$ -
QA / QC	16		$ 72.00	$ 1,152.00
Construction Inspection	0		$0	$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	729			**$ 37,239.00**

OVERHEAD (147.83 %**)**	$	55,050.41
PROFIT (15.00 %**)**	$	13,843.41
COST OF MONEY (%**)**	$	-

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 106,133**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **Banks Engineering, Inc.**	**SIGNED BY:** John B. Steinmetz	
John B. Steinmetz	Senior Engineer	1/9/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

COUNTY:	FAYETTE	PROJECT:	NORTH LIMESTONE SIDEWALK			
ROUTE:	NORTH LIMESTONE SIDEWALK	CONSULTANT:	Banks Engr, sub to PRIME AE			
DESC.:	Phase 1 Design - Original Contract	PREPARED BY:	John Steinmetz			
ITEM NO.	07-00451.00	DATE:	February 1, 2024			

A. SURVEY

No.	ITEM	CREW	UNIT	HOURS		
				AMOUNT	HRS/UNIT	HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	3
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	27
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	4
CONTROL						
4	Horizontal	2	Mile	0.4	4	3
5	Vertical	2	Mile	0.4	4	3
6	Process data	1	Mile	0.4	4	2
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	32
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	8
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	16
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	40
11	Process data	1	Mile	0.4	30	12
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	48
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	24
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	8
22	Contact & Interview Property Owners	1	Parcel	51	0.5	26
23	Field tie property lines/corners	2	Parcel	51	0.5	51
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	20
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	13
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**340**

B. PRELIMINARY LINE AND GRADE						
No.	ITEM		UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
30	Computer setup		LS	1	4	4
31	Prepare existing manuscripts		Mile	0.4	50	20
32	Establish approximate property lines and ownership		Parcel	51	0.5	26
33	Study and develop typical sections - alternates for review		No.	5		0
34	Study and develop horizontal alignments		Mile	0.4		0
35	Study and develop vertical alignments		Mile	0.4		0
36	Create and evaluate proposed roadway models		Mile	0.4		0
37	Design entrances		No.	24		0
38	Pre-size pipes (all alternates)		No.	12		0
39	Pre-size culverts (all alternates)		No.	0		0
40	Pre-size bridges (all alternates)		No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proce		Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)		Intersection	0		0
41c	Existing VISSIM Simulation		LS	0		0
41d	Proposed VISSIM Simulation		LS	0		0
42	Study and development of interchange		No.	0		0
43	Study and development of intersection		No.	12		0
44	Study and develop maintenance of traffic plan		LS	1		0
45	Plot/print copies of plans for team meeting and inspections		LS	1		0
46	Calculate preliminary quantities and develop cost estimates		Alt.	1		0
47	Revise plans and estimates		LS	1		0
48	Preliminary Right of Way with taking areas		Parcel	18		0
49	Prepare Design Executive Summary		LS	1		0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"		LS	0		0
53	Project Set-Up - Traffic Engineering		LS	0		0
54	Field Reviews & Supplementary Data Collection		LS	1	8	8
PRELIMINARY LINE AND GRADE TOTAL						**58**
UTILITY COORDINATION						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	48
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	64
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	32
59A	Keep plans updated with any changes to Utilities	1	No.	9	0	0
	UTILITY COORDINATION TOTAL					**144**
RIGHT OF WAY PLANS						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel	51	1	51
61	Establish property and ownership		Parcel	51	0.5	26
62	Calculate Right of Way		Parcel	18		0
63	Prepare legal descriptions		Parcel	18		0
64	Complete Right of Way summary sheet		Parcel	51		0
65	Generate Right of Way strip map *(scale 1" = 20')*		Sheet	4		0
66	Prepare Right of Way Plans Submittal		LS	1		0
67	Right of Way revisions after Right of Way submittal		LS	1		0
R/W PLANS MISCELLANEOUS						
68	Deed Research for Existing Alignments		LS	0		0
69	Deed Research for Existing Parcels		Parcel	0		0
70	Prepare Legal Descriptions for Right of Way transfer		Parcel	12		0
71						
72						
RIGHT OF WAY PLANS TOTAL						**77**
FINAL PLAN PREPARATION						

No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup		LS	0		0
81	Update existing topography and terrain model		Mile	0.4		0
82	Refine alignments (horizontal & vertical)		Mile	0.4		0
83	Develop pavement design		No.	1		0
84	Finalize templates & transitions		No.	1		0
85	Develop final roadway model		Mile	0.4		0
86	Develop proposed design		Mile	0.4		0
87	Generate plan sheets *(scale 1" = 20')*		Sheet	4		0
88	Generate profile sheets *(scale 1" = 20')*		Sheet	4		0
89	Detail cross sections *(scale 1" = 5')*		No.	56		0
90	Design entrances		No.	24		0
91	Revise roadway plans from soils report		Mile	0.4		0
DRAINAGE						
92	Develop pipe sections (< 54")		No.	26		0
93	Develop drainage system map		Mile	0.4	15	6
94	Develop drainage situation (bridge)		No.	0		0
95	Develop drainage situation (culvert)		No.	1	16	16
96	Develop blue line stream channel change (=> 200')		No.	0		0
97	Drainage analysis (entrance pipes)		No.	0		0
98	Drainage analysis (A < = 200 acres)		No.	1	24	24
99	Drainage analysis (200 acres < A < 1.0 sq. mile)		No.	1	40	40
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis		No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis		No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis		No.	0		0
103	Special drainage studies		No.	0		0
104	Roadway ditches and channels		Mile	0		0
105	Develop Erosion Control Plan		Mile	0.4		0
106	Inlet spacing calculations		No.	26		0
107	Storm sewers calculations		No.	26		0
108	Perform scour analysis		No.	0		0
109	Assemble preliminary and final drainage folders		LS	1		0
110	Prepare advanced situation folder - bridge		No.	0		0
111	Prepare advanced situation folder - culvert		No.	1.0		0
116	Prepare layout sheet		LS	1		0
117	Prepare typical sections		No.	4		0
118	Prepare Interchange geometric approval		No.	0		0
119	Prepare intersection geometric approval		No.	12		0
120	Prepare coordinate control sheet		Mile	0.4		0
121	Prepare elevation developments		No.	4		0
122	Prepare striping plan		No.	1		0
123	Calculate final quantities		Mile	0.4		0
124	Complete general summary		LS	1		0
125	Complete paving summary		LS	1		0
126	Complete drainage summary		LS	1		0
127	Complete pavement under-drain summary		LS	1		0
128	Prepare cost estimate		LS	1		0
129	Plot/print copies of plans		LS	1		0
130	Plan revisions		Mile	0.4		0
131	Prepare final construction plans submittal		LS	1		0
MAINTENANCE OF TRAFFIC						
132	Write maintenance of traffic notes (TCP)		LS	1		0
133	Prepare construction phasing plans		Mile	0.4		0
134	Develop diversion plan sheets		Sheet	0		0
135	Develop diversion profile sheets		Sheet	0		0
136	Develop diversion cross sections		No.	0		0
137	Develop temporary drainage		No.	0		0
138	Document available rock quantities		LS	1		0
139	LPA Coordination		LS	1		0
140	LPA Inspection - Spot inspection		day	48		0
143	Specifications and Bidding documents		LS	1		0
FINAL PLANS						**86**

C. MEETINGS						
No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	1	No.	1	4	4
151	Drainage inspection	1	No.	1	4	4
152	Final inspection	2	No.	1		0
153	Misc. project coordination meetings	4	No.	0		0
154	Project team meetings	1	No.	10		0
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1		0
MEETINGS TOTAL						**8**
D. PUBLIC INVOLVEMENT						
No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	0	LS	1	20	0
161	Prepare for Advisory Committee/Officials Meeting	0	No.	1	4	0
162	Attend Advisory Committee/Officials Meeting	0	No.	1	4	0
163	Prepare for Public Meetings/Hearings	0	No.	1	6	0
164	Attend Public Meetings/Hearings	0	No.	1	4	0
165	Prepare and Distribute Newsletter		No.	0		0
166	Property owner coordination	0	No.	51		0
PUBLIC INVOLVEMENT						0
167						0
168						0
169						
PUBLIC INVOLVEMENT TOTAL						**0**
E. QA/QC						
No.	ITEM		UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
180	Plan review		LS	2	8	16
181	Structure review			0		0
QA/QC TOTAL						**16**
PRODUCTION-HOUR SUMMARY						
DESCRIPTION					**BANKS HOURS**	
SURVEY TOTAL					**340**	
LINE AND GRADE					**58**	
UTILITY COORD.					**144**	
R/W PLANS TOTAL					**77**	
FINAL PLANS					**86**	
MEETINGS TOTAL					**8**	
PUBLIC INV.					**0**	
QA/QC TOTAL					**16**	
GRAND TOTAL					**729**	

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

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ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Dec 26, 2023	**COUNTY:**	Fayette	**ITEM #:**	
PROJECT:	North Limestone				
DESC:					

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Public Involvement	82	82	$ 90.51	$ 7,421.82
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	82	82	$ 90.51	**$ 7,421.82**

OVERHEAD (121.85 % **)**	$	9,043.49
PROFIT (15.00 % **)**	$	2,469.80
COST OF MONEY (0.11 % **)**	$	8.16

DIRECT COSTS	AMOUNT
Printing, exhibits, displays, and web applications	$ 500.00
TOTAL DIRECT COSTS	**$ 500.00**

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 19,443**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: EHI Consultants		**SIGNED BY:** Ed Holmes
	President	1/16/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

COUNTY:	**FAYETTE**	PROJECT TYPE:	**NORTH LIMESTONE SIDEWALK**
ROUTE:	**NORTH LIMESTONE SIDEWALK**	CONSULTANT:	**EHI**
DESC.:	**Phase 1 Design - Original Contract**	PREPARED BY:	**Sgabbard**
ITEM NO.	**07-00451.00**	DATE:	**January 31, 2024**

A. SURVEY

No.	ITEM	CREW	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	0
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	0
CONTROL						0
4	Horizontal	2	Mile	0.4	4	0
5	Vertical	2	Mile	0.4	4	0
6	Process data	1	Mile	0.4	4	0
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	0
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	0
11	Process data	1	Mile	0.4	30	0
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	0
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	0
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	0
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	51	0.5	0
23	Field tie property lines/corners	2	Parcel	51	0.5	0
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	0
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	0
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

B. PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	TEAM HOURS		
			AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	0
31	Prepare existing manuscripts	Mile	0.4	50	0
32	Establish approximate property lines and ownership	Parcel	51	0.5	0
33	Study and develop typical sections - alternates for review	No.	5	6	0
34	Study and develop horizontal alignments	Mile	0.4	60	0
35	Study and develop vertical alignments	Mile	0.4	40	0
36	Create and evaluate proposed roadway models	Mile	0.4	30	0
37	Design entrances	No.	24	1	0
38	Pre-size pipes (all alternates)	No.	12	3	0
39	Pre-size culverts (all alternates)	No.	0		0
40	Pre-size bridges (all alternates)	No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proc	Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	0		0
41c	Existing VISSIM Simulation	LS	0		0
41d	Proposed VISSIM Simulation	LS	0		0
42	Study and development of interchange	No.	0		0
43	Study and development of intersection	No.	12	4	0
44	Study and develop maintenance of traffic plan	LS	1	32	0
45	Plot/print copies of plans for team meeting and inspections	LS	1	4	0
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	16	0
47	Revise plans and estimates	LS	1	40	0
48	Preliminary Right of Way with taking areas	Parcel	18	2	0
49	Prepare Design Executive Summary	LS	1	8	0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	0		0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRELIMINARY LINE & GRADE MISCELLANEOUS					
53	Project Set-Up - Traffic Engineering	LS	0		0
54	Field Reviews & Supplementary Data Collection	LS	1	16	0
	Traffic Count Collection				
55	Turning Movement Count Equipment Setup / Takedown (Video)	No.	0		0
56	Turning Movement Count Upload and Process Video Recordings	Intersection	0		0
57	Tabulation of Turning Movement Counts	Intersection	0		0
58	Vehicle Classification Equipment Setup / Takedown (Tube Counts)	No.	0		0
59	Tabulation of Vehicle Classification (Tube Counts)	No.	0		0
60	Evaluation of Data	LS	0		0
	Signal Timing Development				
61	Base Synchro Model	LS	0		0
63	Develop Timing Plans in Synchro	No.	0		0
62	Build Synchro Models (Timing New Signals Only)	No.	0		0
	Miscellaneous				
64	Preliminary Lighting Coordination	LS	1	24	0
65	Preliminary Signal Design and Justification	Intersection	0		0
	Forecasts and Model Inputs				
66	Review Updates to OKI MPO Travel Demand Model	LS	0		0
67	Model review meeting	EA	0		0
68	Establish growth rates	LS	0		0
69	Develop future volumes (traffic assignments)	LS	0		0
70	Review Socioeconomic Data	LS	0		0
71	Forecast Coordination meeting	EA	0		0
72	Document OKI MPO model updates	LS	0		0
	Modeling				
73	Analyze No-Build Scenario	LS	0		0
74	Analyze Improvement Scenarios	LS	0		0
75	Document Results for Base Condition & Alternatives	LS	0		0
PRELIMINARY LINE AND GRADE TOTAL					**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	0
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	0
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION MISCELLANEOUS						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	0
59A	Keep plans updated with any changes to Utilities	1	No.	9	8	0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	51	1	0
61	Establish property and ownership	Parcel	51	0.5	0
62	Calculate Right of Way	Parcel	18	1	0
63	Prepare legal descriptions	Parcel	18	1	0
64	Complete Right of Way summary sheet	Parcel	51	0.25	0
65	Generate Right of Way strip map *(scale 1" = 20')*	Sheet	4	4	0
66	Prepare Right of Way Plans Submittal	LS	1	4	0
67	Right of Way revisions after Right of Way submittal	LS	1	24	0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS	0	4	0
69	Deed Research for Existing Parcels	Parcel	0	0	0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel	12	2	0
71					
72					
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	0		0
81	Update existing topography and terrain model	Mile	0.4	10	0
82	Refine alignments (horizontal & vertical)	Mile	0.4	10	0
83	Develop pavement design	No.	1	4	0
84	Finalize templates & transitions	No.	1	8	0
85	Develop final roadway model	Mile	0.4	50	0
86	Develop proposed design	Mile	0.4	80	0
87	Generate plan sheets *(scale 1" = 20')*	Sheet	4	6	0
88	Generate profile sheets *(scale 1" = 20')*	Sheet	4	6	0
89	Detail cross sections *(scale 1" = 5')*	No.	56	0.5	0
90	Design entrances	No.	24	0.5	0
91	Revise roadway plans from soils report	Mile	0.4	8	0
DRAINAGE					
92	Develop pipe sections (< 54")	No.	26	4	0
93	Develop drainage system map	Mile	0.4	30	0
94	Develop drainage situation (bridge)	No.	0		0
95	Develop drainage situation (culvert)	No.	1	16	0
96	Develop blue line stream channel change (=> 200')	No.	0		0
97	Drainage analysis (entrance pipes)	No.	0		0
98	Drainage analysis (A < = 200 acres)	No.	1	24	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.	1	40	0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.	0		0
103	Special drainage studies	No.	0		0
104	Roadway ditches and channels	Mile	0		0
105	Develop Erosion Control Plan	Mile	0.4	10	0
106	Inlet spacing calculations	No.	26	1	0
107	Storm sewers calculations	No.	26	1	0
108	Perform scour analysis	No.	0		0
109	Assemble preliminary and final drainage folders	LS	1	16	0
110	Prepare advanced situation folder - bridge	No.	0		0
111	Prepare advanced situation folder - culvert	No.	1.0	8	0
DRAINAGE MISCELLANEOUS					
112	Environmental - clearning house assistance and structure photos	LS	1	24	0
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	0
117	Prepare typical sections	No.	4	4	0
118	Prepare Interchange geometric approval	No.	0		0
119	Prepare intersection geometric approval	No.	12	4	0
120	Prepare coordinate control sheet	Mile	0.4	12	0
121	Prepare elevation developments	No.	4	8	0
122	Prepare striping plan	No.	1	8	0
123	Calculate final quantities	Mile	0.4	40	0
124	Complete general summary	LS	1	4	0
125	Complete paving summary	LS	1	2	0
126	Complete drainage summary	LS	1	4	0
127	Complete pavement under-drain summary	LS	1	2	0
128	Prepare cost estimate	LS	1	4	0
129	Plot/print copies of plans	LS	1	8	0
130	Plan revisions	Mile	0.4	20	0
131	Prepare final construction plans submittal	LS	1	8	0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	8	0
133	Prepare construction phasing plans	Mile	0.4	40	0
134	Develop diversion plan sheets	Sheet	0		0
135	Develop diversion profile sheets	Sheet	0		0
136	Develop diversion cross sections	No.	0		0
137	Develop temporary drainage	No.	0		0
FINAL PLANS MISCELLANEOUS					
138	Document available rock quantities	LS	1	16	0
139	LPA Coordination	LS	1	96	0
140	LPA Inspection - Spot inspection	day	48	4	0
141	Geotechnical-see attached	LS			0
142	Subsurface Potholing - see attached	LS			0
143	Specifications and Bidding documents	LS	1	50	0
FINAL PLANS TOTAL					**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

C. MEETINGS

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	4	No.	1	4	0
151	Drainage inspection	2	No.	1	4	0
152	Final inspection	2	No.	1	4	0
153	Misc. project coordination meetings	4	No.	0	4	0
154	Project team meetings	1	No.	10	4	0
MEETINGS MISCELLANEOUS						
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1	12	0
MEETINGS TOTAL						**0**

D. PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	1	LS	1	20	8
161	Prepare for Advisory Committee/Officials Meeting	4	No.	1	4	8
162	Attend Advisory Committee/Officials Meeting	4	No.	1	4	16
163	Prepare for Public Meetings/Hearings	4	No.	1	6	16
164	Attend Public Meetings/Hearings	6	No.	1	4	16
165	Prepare and Distribute Newsletter		No.	0		8
166	Property owner coordination	2	No.	51	0.5	10
IC INVOLVEMENT MISCELLANEOUS						0
167						0
168						0
169						
UBLIC INVOLVEMENT TOTAL						**82**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

E. QA/QC

No.	ITEM	UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
180	Plan review	LS	2	16	0
181	Structure review		0		0
QA/QC TOTAL					**0**

ENVIRONMENTAL SERVICES

No.	ITEM		UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
	Categorical Exclusion					
	Draft CE					
1	Compile Checklist Info	1	Hour	0		0
2	Public Officials Coordination (Level III)	0	Hour	0		0
3	Draft CE	1	Hour	0		0
4	Exhibit Preparation	1	Hour	0		0
5	Peer Review	1	Hour	0		0
	Final CE					
6	Project Team Meetings	0	Hour	0		0
7	CE Review Meetings	0	Hour	0		0
8	Public Information Meetings (Level III)	0	Hour	0		0
	Final CE Review					
9	Exhibit Preparation	0	Hour	0		0
10	Peer Review	0	Hour	0		0
11	FHWA Review	0	Hour	0		0
12	Final CE	0	Hour	0		0
			Categorical Exclusion Total:			**0**
	Cultural Historic Impact Analysis					
	Research					
1	Archival Research/File Search/Deed Research	0	Hour	0		0
2	Field Research	0	Hour	0		0
	Exhibit Preparation					
4	Topographic maps that show an overall project area	0	Hour	0		0
6	CADD Operator	0	Hour	0		0
	Report Preparation					
10	Report Writing Draft	0	Hour	0		0
11	Report Writing Final	0	Hour	0		0
13	Development/Approval of Area of Potential Effect	0	Hour	0		0
	Meetings and Coordination					
15	Meeting with District and/or Project Team	0	Hour	0		0
17	Response to SHPO/DEA/FHWA	0	Hour	0		0
	Survey Miscellaneous					
24	QA/QC	0	Hour	0		0
			Cultural Historic Impact Analysis Total:			**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRODUCTION-HOUR SUMMARY

DESCRIPTION	TEAM HOURS
SURVEY TOTAL	0
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	0
FINAL PLANS TOTAL	0
MEETINGS TOTAL	0
PUBLIC INVOLVEMENT TOTAL	82
QA/QC TOTAL	0
CATEGORICAL EXCLUSION TOTAL	0
NOISE IMPACTS ANALYSIS TOTAL	0
SOCIOECONOMIC IMPACTS ANALYSIS TOTAL	0
TERRESTRIAL-AQUATIC IMPACTS ANALYSIS TOTAL	0
ARCHAEOLOGICAL IMPACTS ANALYSIS TOTAL	0
CULTURAL HISTORIC IMPACTS ANALYSIS TOTAL	0
UST-PHASE 1 ENVIRONMENTAL SITE ASSESSMENT TOTAL	0
GRAND TOTAL	82

30 January 2024

Attn.: Stephen Garland, PE
Director, Site
Prime AE, Inc.
651 Perimeter Dr. , Suite 300
Lexington, KY 40517

RE: North Limestone Historic Resource Study

Dear Mr. Garland:

Jackson Environmental Consulting Services, LLC (Jackson Group) is pleased to offer this cost proposal and scope of services to Prime AE, Inc. (the Client) for professional consulting services related to the Historic Resources Study for the North Limestone Improvement Project in Fayette County, Kentucky (project). Jackson Group is teaming with CEC to provide services related to conducting the Historic Resource study of the Project.

SCOPE OF SERVICES

Our basic services are set forth in the Scope of Work (Exhibit A). Any additional services provided that are not included as part of the Basic Scope of Work will be subject to the rates 2024 Rate Schedule (Exhibit B). Exhibits A and B are attached to this proposal. We can also furnish other additional services at your request.

CULTURAL RESOURCE COORDINATION

Section 106 process will be initiated by preparing a KHC and Kentucky Office of State Archaeology (KOSA) Project Registration to be submitted to the KHC along with the required fee. The Project Registration is an application for a project registration number and GIS information on previous surveys, including the location of previously recorded cultural resources. These requests are processed in the order received and could take up to 30 days to be processed. However, previous projects have been returned in less than 10 days. The resulting report from the KHC/KOSA will provide information within the project area and a 2 km (1.24 mi) buffer, including site location, site type, current National Register status, and boundaries and citations to all known survey areas intersecting the project area. A report from the KHC will provide similar information on historic above ground resources.

This request is primarily intended to meet the Kentucky State Historic Preservation Office's specifications to check for known cultural resources in a project area and provide appropriate information that is critical to the review of projects that are subject to compliance with Section 106. This request provides detailed information on previously recorded archaeological sites and survey areas and must be submitted by professional archaeologists who meet the KHC/KOSA qualifications for a Principal Investigator.

Prior to fieldwork, a literature review will be performed of material provided by the KHC/KOSA. In addition, available aerial photographs, historic atlases, and historical topographic maps will be checked to determine the probability of identifying historic sites and structures in the area. Further archival research will consist of deed research and a review of other primary historical documentation.

The first task for the History/Architecture field survey will be to define an area of potential effect (APE) for the current project area. The architectural historian will consider not just physical effects to above ground resources, but will also consider visual impacts, noise impacts, and other indirect\ effects to historic resources. A field investigation will be undertaken to document the general conditions within the APE and record information

regarding the buildings and structures within the APE. All resources more than 50 years in age will be recorded and photographed. Information regarding property type, building construction, materials, setting, and other details will be recorded.

Following fieldwork and analysis, a report will be prepared that meets the KHC standards for above ground resources. The reports will summarize results of the literature review, document the results of the fieldwork, and provide management recommendations for identified resources. As a part of this process, figures will be created that will show the project area on a state map, aerial imagery, topographic maps, and historic plat maps.

SCHEDULE

Jackson Group will initiate the project within two weeks of receiving your authorization to proceed and will coordinate with the Client regarding the timing of the reconnaissance visits. We anticipate being able to complete the report withing four weeks of notice to proceed. In order to meet this schedule, we will need unencumbered access to the project area.

BUDGET SUMMARY

Jackson Group proposes to complete this service on a lump-sum basis and will be billed monthly based upon the work completed each month. A summary of these costs are provided below:

Task	Description	Estimated Total
1	Archival Research	$770.00
2	Field Research (Above Ground Survey)	$5,940.00
3	Exhibit Preparation	$550.00
4	Report Writing Draft	$8,030.00
5	Report Writing Final	$990.00
6	Development of APE	$440.00
7	Meetings with District and/or Project Team	$770.00
8	Response to SHPO/DEA/FHWA	$1,760.00
Total		**$19,250.00**

ASSUMPTIONS

The successful completion of the project and the estimated costs are based on the following assumptions.

- It is assumed that no archaeological survey will be required.
- It is assumed that the background and literature review will be completed through a site file request to the KHC/KOSA and personnel will not need to mobilize to perform the review.
- It is assumed that the APE will not extend greater than 0.25 mi from the proposed project area.

- It is assumed that all fieldwork can be done in a single mobilization and there will be no weather delays or access problems.
- It is assumed that the survey can be completed in two field days by a qualified Architectural Historian assisted by one technician.
- It is assumed that no more than thirty historic resources will be documented during this survey.

Jackson Group's services are performed in accordance with the attached Scope of Work and Rates. You will be invoiced monthly based upon project milestones. Examples of these milestones are monthly analyses, field work, reporting, etc. Continual progress related to completing each item stated within scope of services is based upon prompt payment within 30 days of invoice date. ***All payment installment plans, and delinquent charges are subject to a service charge of 1 ½ percent per month.***

If this payment schedule needs to be adjusted, please contact us as soon as possible so we can agree upon an alternative payment schedule.

ADDITIONAL SERVICES

Any work not outlined in the Scope of Services shall be designated Additional Services and will be billed in accordance with the attached rate sheets (Exhibits A). At such time it is determined that these Additional Services are required; Jackson Group reserves the right to amend this proposal or execute a separate agreement to provide such services.

SUMMARY

This scope of services, budget, deliverables, rates and the attached Standard Terms and Conditions, represents the entire understanding between you and Jackson Group with respect to this project and may only be modified in writing and signed by both parties.

We look forward to the opportunity to serve Prime AE Group, Inc. on this project. Please do not hesitate to call me at (501) 339-3580 if you have any questions.

Sincerely,

Jeremy L. Jackson, MS, CE, AWB
Owner/Ecologist

Company name: Jackson Environmental Consulting Services, LLC (dba Jackson Group)

Print name: Jeremy L Jackson

Title: Owner/Ecologist

Signature: _____

Date: _____

Company name: Prime AE, Inc.

Print name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A
JACKSON GROUP CONSULTING SERVICES, LLC
2024 RATE SCHEDULE

Principal	$125/hour
Senior Ecologist	$110/hour
Senior Wildlife Biologist	$110/hour
Senior Environmental Scientist	$110/hour
Ecologist	$95/hour
Aquatic Ecologist	$95/hour
Wildlife Biologist	$95/hour
Environmental Scientist	$95/hour
Cartographer/GIS Technician	$90/hour
Word Processor	$75/hour
Senior Technician	$75/hour
Technician	$75/hour
Clerical Support	$75/hour

1586 Boonesborough Road| Richmond, Kentucky 40475 | Phone: 859-623-0499 | Fax: 859-623—2676 | www.jacksonenvironmental.com

STANDARD TERMS AND CONDITIONS

1. Jackson Environmental Consulting Services, LLC, DBA Jackson Group, hereinafter referred to as Jackson Group, is an Equal Opportunity Employer Jackson Group is an equal opportunity employer and all applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age and is in compliance with the Drug-Free Workplace Act of 1988 and governmental requirements relating to Right-To-Know regulations. The consulting services of Jackson Group will be performed on an hourly basis for all time rendered to the project, unless the project is quoted for a lump-sum, including project scoping by professional, technical, and clerical personnel in accordance with the attached hourly rate schedule. All invoices charges are based on and are payable in U.S. dollars.

2. Services performed by Jackson Group under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

3. Unless stated otherwise, any cost estimate presented in the attached proposal is for budgetary purposes only and is not a fixed lump-sum price. The actual cost of Jackson Group's consulting services and all expenses may be less than estimated; accordingly, only the cost incurred will be invoiced. If at any time during the progress of the work it appears that the estimated cost will be exceeded, Client will be informed immediately. However, unless written notification is received to stop work, Jackson Group will continue working on the project completion and will invoice Client for all consulting services and expenses incurred.

4. These terms are subject to and incorporate the provisions of Jackson Group's attached proposal. In the event of any conflict, the terms of the accompanying proposal shall govern.

5. Unless stated otherwise, invoices will be submitted periodically as required [but not more frequently than twice per month] unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed $500.00, or when the work is completed, whichever occurs first. Invoices are due and payable within 30 days from the date of invoice. All delinquent charges are subject to a service charge of 1 ½ percent per month. Should Client fail to pay any invoice within 30 days of its date, Jackson Group may, upon 3 days' written notice to Client, stop work and recover from Client payment for all work executed. Clients requiring specific invoice formats or accounting backup (copies of timesheets, copies of receipts or invoice support data, etc.) will be invoiced for those associated costs; these costs are not included in our proposal and will be invoiced in addition to the approved proposal costs.

6. Client agrees to limit Jackson Group's liability to Client and to all construction contractors and subcontractors on the project due to Jackson Group's professional negligent acts, errors, or omissions, such that the *total aggregate of Jackson Group to all those named shall not exceed Jackson Group's total fee* for all expenses and services rendered on this project.

7. Client acknowledges that Jackson Group's reports, logs, field data, field notes, laboratory test data, calculations, estimates, permit applications and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by Jackson Group, they nonetheless shall, in some instances and as determined in the governing contract language, become the property of Client upon Client's payment in full of all Jackson Group invoices. Client recognizes that no such documents should be subject to unauthorized reuse; that is, reuse without written authorization of Jackson Group to do so. Such authorization is essential because it requires Jackson Group to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, in return for Jackson Group's relinquishment of ownership, Client agrees to waive any claim against Jackson Group and defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of Jackson Group's instruments of service. Client further agrees to compensate Jackson Group for any time spent or expenses incurred by Jackson Group in defense of any such claim, in accordance with Jackson Group's prevailing fee schedule and expense reimbursement policy. Client agrees that Jackson Group may retain one set of documents for their files and use.

8. Client recognizes that conclusions regarding the assessed condition(s) of the site do not necessarily represent a warranty that all portions of the site are of the same quality. Specific conditions may not be observable or readily interpreted from available documents, but may become evident at a later date. Jackson Group will be responsible for data it collects, its interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. If project requires construction, Client recognizes that unanticipated or changed conditions may be encountered during construction. Client agrees to retain Jackson Group to monitor construction related towards Group permit requirements, and Jackson Group agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al. Client recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by Jackson Group is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al. shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should Client for any reason not retain Jackson Group to monitor construction, or should Jackson Group for

any reason not perform construction monitoring during the full period of construction, it shall be deemed that Jackson Group shall not have had the ability to perform a complete service. Should Jackson Group for any reason not have the ability to perform a complete service, Client waives any claim against Jackson Group, and agrees to indemnify, defend and hold Jackson Group harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by Jackson Group. Client also agrees to compensate Jackson Group for any time spent and expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

10. The responsibility of Jackson Group's field representative(s) is to make observations and conduct field tests. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The contractor should also be advised that neither the presence of Jackson Group's field representative nor the observation and testing by Jackson Group shall excuse him (contractor) in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Jackson Group do not include the contractor's safety measures on or near the construction site. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Jackson Group's proposal, construction review and/or monitoring is not included in the scope of services. As indicated in item 9 above, Jackson Group should be allowed to perform construction monitoring services; a separate proposal will be prepared after construction documents are available.

11. If soil, rock, water and/or other samples are obtained from the project site, such samples are the property of Client. Jackson Group will preserve such samples for no longer than ninety (90) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. In some cases, such as biotic samples, samples may be transferred to an approved museum for perpetual storage. Further storage or transfer of samples will be made at Client's expense. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Jackson Group's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Jackson Group is exposed, Client agrees to waive any claim against Jackson Group, and to defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss arising from Jackson Group's containing, labeling, transporting, testing, storing or other handling of contaminated

samples. Client also agrees to compensate Jackson Group for any time spent and expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

12. Unless otherwise agreed, Client or Owner will furnish right-of-entry on the land and/or facilities for Jackson Group for exploration and perform necessary sampling. Jackson Group will take reasonable precautions to minimize damage to said land or facilities from use of Jackson Group's equipment and operations. If Client or Owner desires Jackson Group to restore the land or facilities to their former conditions, this will be accomplished at the expense of the Client or Owner.

13. In the execution of Client's work, Jackson Group will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to hold Jackson Group harmless for any damages to subterranean structures or utilities which are not called to Jackson Group's attention, or are not correctly shown on the plans furnished.

14. Client agrees to advise Jackson Group about the presence of any known hazardous substances or any known conditions(s) existing in, on, or near the site presenting a potential danger to human health or the environment. If during performance of services, any unforeseen hazardous substances or other unforeseen conditions or occurrences, in, on, or near the site presenting a potential danger to human health or the environment are encountered which, in the judgment of Jackson Group, significantly affect or may affect the services or the recommended scope of services, Jackson Group will promptly notify Client thereof. Subsequent to that notification, Client and Jackson Group agree to pursue one of the following options:

    a. If practicable, in the judgment of Jackson Group, the original scope of services will be completed in accordance with the procedures originally intended in Jackson Group's proposal for services.

    b. The scope of services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated therein;

    c. The services for the work in Jackson Group's proposal will be terminated, effective on the date specified in writing by Jackson Group, and Jackson Group shall recover any extra charges associated with the previously unforeseen conditions or occurrences, as well as any charges up to such date for the originally proposed services.

15. Neither the Client nor Jackson Group may delegate, assign, sublet or transfer their duties or interest, as described in the Standard Terms and Conditions and accompanying proposal,

without the written consent of the other party. Unless stated otherwise, Jackson Group's proposal is firm for 90 days.

16. In the event that a dispute should arise relating to the performance of the services to be provided under the Standard Terms and Conditions and the proposal, it is agreed that the dispute shall be mediated. Should mediation fail and litigation result, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

17. The law of the State of Kentucky in Madison County will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

18. Jackson Group may submit to Client an opinion of the probable cost required to construct work. Jackson Group is not a construction cost estimator or construction contractor, nor should Jackson Group's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. Jackson Group's opinion will be based solely upon their own experience with construction. This requires Jackson Group to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which Jackson Group has no control. Given the assumptions which must be made, Jackson Group cannot guarantee the accuracy of their opinions of cost, and-in recognition of that fact-Client waives any claim against Jackson Group relative to the accuracy of Jackson Group's opinion of probable cost.

19. Client or Jackson Group may terminate this Agreement upon fourteen (14) days' written notice to the other for reasons included in the notice. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, Client shall within thirty (30) calendar days of termination remunerate Jackson Group for services rendered and costs incurred, in accordance with Jackson Group's prevailing fee schedule and expense reimbursement policy. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

20. Client shall not be liable to Jackson Group and Jackson Group shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Jackson Group, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

21. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility between Client and Jackson Group shall survive the completion of the services hereunder and the termination of this Agreement.

22. Jackson Group shall indicate to Client the information needed for rendering of services hereunder, and Client shall provide to Jackson Group such information as is available to Client. Client recognizes that it is not possible for Jackson Group to assure the sufficiency of such information, either because it is not possible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client waives any claim against Jackson Group , and agrees to defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to Jackson Group by Client. Further, Client agrees to compensate Jackson Group for any time spent or expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

23. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. SIGNATURES

The parties hereto have executed this Contract Agreement effective as of the date indicated on the first page.

1586 Boonesborough Road| Richmond, Kentucky 40475 | Phone: 859-623-0499 | Fax: 859-623—2676 | www.jacksonenvironmental.com

Company name: Jackson Environmental Consulting Services, LLC

By: _____

Print name: Jeremy L. Jackson, MS, CE, AWB

Title: President/Ecologist

Date: _____

Company name: _____

By: _____

Print name:

Title: _____

Date: _____

EXHIBIT B

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #62-2022 North Limestone Improvements Project** 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 **December 1, 2022.** 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 (25 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. Local employment of the project team (5 Points)
5. 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

North Limestone Improvements Project – Mid-Block between Fairlawn Avenue and Withers Avenue to New Circle Road

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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 – Scott Gabbard, P.E.
Location – North Limestone from mid-block between Fairlawn Ave. and Withers Ave. to New Circle Rd. (See Exhibit 1)
Funding – Surface Transportation Program (SLX) – Federal Funds
Facility – Approximately 0.45 miles of roadway improvements.

PREQUALIFICATION

To respond to this project the Consultant 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

North Limestone from mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road, is a 0.45 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. An ongoing multi-year regional roadway and drainage reconstruction project, (Meadows-Northland-Arlington (MNA)), will impact this project area in a few years. New large-diameter storm sewers along North Limestone will be necessary to correct localized flooding and to accommodate other upstream phases of the MNA project. The new system's construction will affect much of the street and sidewalk area. The project scope entails a complete roadway and sidewalk rebuild with a new drainage system that will meet the needs of future upstream watershed drainage

improvements. The project will also include a drainage study to assess the downstream impacts of the proposed storm sewers.

DESCRIPTION

Essential features of the *North Limestone Improvements Project* include:

- Upgrade North Limestone from mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road from a rural to an urban cross section. Note: Limited improvements may be needed at New Circle Road.

- From mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road, rebuild the North Limestone roadway adding sidewalks, curbs, gutters, and storm sewers. A large storm sewer trunk line will need to accommodate current and future needs of the upstream MNA project areas.

- Perform a drainage study to assess the downstream impacts of the proposed storm sewers.

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. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
- 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 hydro excavating.

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.

Perform a hydrologic and hydraulic analysis of the existing downstream drainage system, up to the RJ Corman railroad underpass on New Circle Road, to evaluate the impact of runoff from the proposed storm sewers.

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:

- Results and analysis of the drainage study
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- 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 planrooms, 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 off 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.

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 Division of Engineering office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	280 days
Hold public meeting - open house format	300 days

Submit final plans	360 days
Meet with LFUCG et al., to review final plans	380 days
Submission of completed final plans	420 days
Preparation of ROW/easement plats and descriptions	440 days

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 (25 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)
- Local employment of the project team (5 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 C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Prime AE Group, Inc. 8415 Pulsar Place, Suite 300 Columbus, OH 43240	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Charter Oak Fire Insurance Company — 25615 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Travelers Property Casualty Company of Ame — 25674 INSURER D : Travelers Casualty and Surety Company — 19038 INSURER E : National Fire & Marine Insurance Company — 20079 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W32709462 **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 [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		P-630-2W502269-COF-24	01/01/2024	01/01/2025	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		810-2W545510-24-43-G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CUP-2W548898-24-43	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-2W547736-24-43-G	01/01/2024	01/01/2025	[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
E	Professional Liability			42-EPP-325975-02	01/01/2024	01/01/2025	Per Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: North Limestone Improvements Project – Mid-Block between Fairlawn Avenue and Withers Avenue to New Circle Road

Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest
200 East Main Street, 3rd Floor
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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		Prime AE Group, Inc. 8415 Pulsar Place, Suite 300 Columbus, OH 43240
POLICY NUMBER		
See Page 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: See Page 1
See Page 1	See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by Lexington-Fayette Urban County Government.

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SR ID: 25476431 BATCH: 3348457 CERT: W32709462

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.

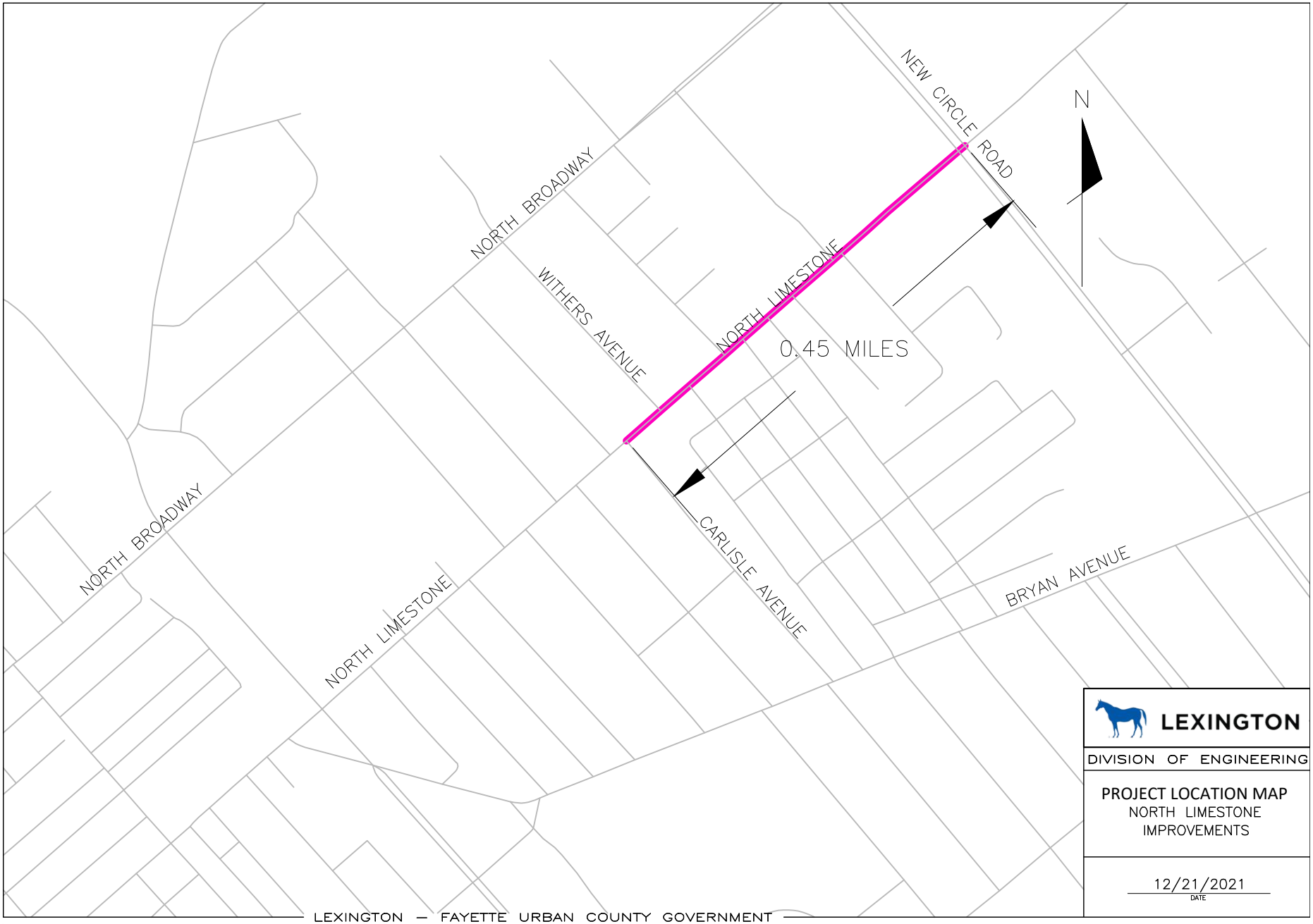
6. In accordance with the requirements outlined above, RECIPIENT has selected the following individual as the person in responsible charge for the PROJECT:

Name: Scott Gabbard, P.E.	Position with RECIPIENT: Municipal Engineer Sr.
E-mail: sgabbard@lexingtonky.gov	Phone: 859 258-3437
Signature: Scott Gabbard	

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 this form within 7 days of the change.

_____

Linda Gorton, Mayor Date


NEW CIRCLE ROAD
N
NORTH BROADWAY
WITHERS AVENUE
NORTH LIMESTONE
0.45 MILES
NORTH BROADWAY
CARLISLE AVENUE
NORTH LIMESTONE
BRYAN AVENUE
LEXINGTON
DIVISION OF ENGINEERING
PROJECT LOCATION MAP
NORTH LIMESTONE
IMPROVEMENTS
12/21/2021
DATE
LEXINGTON — FAYETTE URBAN COUNTY GOVERNMENT

MAYOR LINDA GORTON

LEXINGTON

SUSAN B. SPECKERT
COMMISSIONER
DEPARTMENT OF LAW

TO: Nancy Albright
Department of Environmental Quality and Public Works

FROM: Department of Law

DATE: March 8, 2024

RE: Prime AE Group Agreement
File No. 24-CC0067

You requested a review of the proposed changes by Prime AE Group to the Engineering Services Contract. Both Risk Management and the Department of Law reviewed the proposed changes to Sections 4.1 and 6.9.2. Risk Management and Law agree that these changes are not acceptable, and the contract should remain as originally drafted.

Please contact me with any questions.

Michael R. Sanner
Attorney Sr.

cc: Doug Burton, Director, Division of Engineering

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4884-0672-4780, v. 1

RESOLUTION NO. ____-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ENGINEERING SERVICE AGREEMENT WITH PRIME AE, FOR THE DESIGN OF THE NORTH LIMESTONE IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $424,619.00.

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 Prime AE, for the design of the North Limestone Improvements Project.

Section 2 - That an amount, not to exceed the sum of $424,619.00, be and hereby is approved for payment to Prime AE from account #3160-303202-91715.

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
0286-24:MRS:4887-8922-0269, v. 1

RESOLUTION NO. 145-2024

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ENGINEERING SERVICE AGREEMENT WITH PRIME AE, FOR THE DESIGN OF THE NORTH LIMESTONE IMPROVEMENTS PROJECT, AT A COST NOT TO EXCEED $424,619.00.

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 Prime AE, for the design of the North Limestone Improvements Project.

Section 2 - That an amount, not to exceed the sum of $424,619.00, be and hereby is approved for payment to Prime AE from account #3160-303202-91715.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0286-24:MRS:4887-8922-0269, v. 1

ENGINEERING SERVICES AGREEMENT

NORTH LIMESTONE IMPROVEMENTS PROJECT

MARCH 2024

LEXINGTON

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of March 22, 2024 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT **(OWNER)** and **Prime AE Group (CONSULTANT)**. **OWNER** intends to proceed with the **North Limestone Improvements Project** as described in the Scope of Services in the attached **"Request for Qualifications"** document **(Exhibit B)**. The services are to include surveying, preliminary and final design, and preparation of complete plans and specifications for the North Limestone 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 Services, and to conduct a project site visit.

1.2.3. On the basis of the "Scope of Services", review available GIS, mapping, Property Valuation Administrator data and related documents; conduct field and boundary surveys; and prepare a Preliminary Design Technical Memorandum.

1.2.4. Furnish up to three (3) copies 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 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. Prepare for review and approval by **OWNER**, contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and other related documents.

1.3.5. Furnish up to three (3) copies 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: **OWNER** may acquire easements and right-of-way in-house, or utilize the services of the **CONSULTANT** through a contract modification.

1.5. Bidding or Negotiating Phase

The Bidding or Negotiation Phase shall be performed solely by the **OWNER**. However, during Bidding, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of his work, and others services as defined in Exhibit A "Scope of Services".

1.6. Construction Phase

OWNER may furnish construction inspection services in-house, or utilize the services of the **CONSULTANT** through a contract modification.

During Construction, the **CONSULTANT** shall be available to address any questions that arise concerning the accuracy or intent of the 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 Exhibit A "Scope of Services" for the 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 **Four hundred twenty four thousand six hundred and nineteen, dollars ($424,619)**.

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 Environmental Quality and Public Works, 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 subconsultants 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
Excess/Umbrella Liability	$2 million per occurrence
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, $1 million per occurrence
Professional Liability	$1 million per claim, $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.

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. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Scott Gabbard 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 hereto and incorporated herein by reference, as if fully stated. The governing order of the documents incorporated herein is as follows:

1. Engineering Services Agreement consisting of 13 pages
2. Exhibit A – Fee Proposal consisting of 48 pages (excluding title sheet)
3. Exhibit B – Request for Qualifications consisting of 37 pages (excluding title sheet)
4. Exhibit C – Certificate of Insurance consisting of 2 pages (excluding title sheet)

8.3. This Agreement, 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

BY: Linda Gorton
LINDA GORTON, MAYOR

CONSULTANT:
Prime AE Group, Inc

BY: Stephen Garland
Stephen Garland, Director

ATTEST:
Markenzie Sock
Deputy
URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Stephen Garland, as the duly authorized representative for and on behalf of PRIME AE Group, on this the 22nd day of March, 2024.

My commission expires: 1/3/2025.

NOTARY PUBLIC KYNP19751

EXHIBIT A

FEE PROPOSAL

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 16, 2024	**COUNTY:**	Fayette	**ITEM #:**	07-00451.00
PROJECT:	NORTH LIMESTONE SIDEWALK				
DESC:	LPA Project -Prime Consultant				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
A. SURVEY	453	0	$ 46.47	$ -
B. PRELIMINARY LINE AND GRADE	438	358	$ 60.25	$ 21,569.50
C. UTILITY COORDINATION	170	72	$ 66.84	$ 4,812.48
D. RIGHT OF WAY PLANS	219	117	$ 56.05	$ 6,557.85
E. FINAL PLAN PREPARATION	1163	924	$ 54.51	$ 50,367.24
F. MEETINGS	92	76	$ 77.38	$ 5,880.88
G. PUBLIC INVOLVEMENT	136	44	$ 77.38	$ 3,404.72
H. QA/QC Total	32	16	$ 74.98	$ 1,199.68
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	2703	1607	$ 58.36	**$ 93,792.35**

OVERHEAD	(154.92 %)	$ 145,303.11
PROFIT	(15.00 %)	$ 35,864.32
COST OF MONEY	(0.10 %)	$ 93.79

DIRECT COSTS	AMOUNT
Travel Expenses	$ 3,108.00
Printing Expenses	$ 1,131.00
Miscellaneous Survey Expenses	$ 500.00
TOTAL DIRECT COSTS	**$ 4,739.00**

SUBCONSULTANTS	AMOUNT
EHI	$ 19,443.00
Jackson Group (Cultural Historic Impact Analysis -subcontract per negotiation)	$ 19,250.00
Banks	$ 106,133.00
TOTAL SUBCONSULTANTS	**$ 144,826.00**

TOTAL FEE	**$ 424,619**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME:	SIGNED BY:	
Stephen Crawford	Director, Site	1/31/2024
CONSULTANT SIGNATURE	TITLE	DATE
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

COUNTY:	FAYETTE	PROJECT TYPE:	NORTH LIMESTONE SIDEWALK
ROUTE:	NORTH LIMESTONE SIDEWALK	CONSULTANT:	PRIME AE Group
DESC.:	Phase 1 Design - Original Contract	PREPARED BY:	Sgabbard
ITEM NO.	07-00451.00	DATE:	January 31, 2024

A. SURVEY

No.	ITEM	CREW	UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	0
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	0
CONTROL						0
4	Horizontal	2	Mile	0.4	4	0
5	Vertical	2	Mile	0.4	4	0
6	Process data	1	Mile	0.4	4	0
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	0
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	0
11	Process data	1	Mile	0.4	30	0
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	0
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	0
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	0
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	51	0.5	0
23	Field tie property lines/corners	2	Parcel	51	0.5	0
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	0
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	0
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

B. PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	TEAM HOURS		
			AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	0
31	Prepare existing manuscripts	Mile	0.4	50	0
32	Establish approximate property lines and ownership	Parcel	51	0.5	0
33	Study and develop typical sections - alternates for review	No.	5	6	30
34	Study and develop horizontal alignments	Mile	0.4	60	24
35	Study and develop vertical alignments	Mile	0.4	40	16
36	Create and evaluate proposed roadway models	Mile	0.4	30	12
37	Design entrances	No.	24	1	24
38	Pre-size pipes (all alternates)	No.	12	3	36
39	Pre-size culverts (all alternates)	No.	0		0
40	Pre-size bridges (all alternates)	No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proc	Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	0		0
41c	Existing VISSIM Simulation	LS	0		0
41d	Proposed VISSIM Simulation	LS	0		0
42	Study and development of interchange	No.	0		0
43	Study and development of intersection	No.	12	4	48
44	Study and develop maintenance of traffic plan	LS	1	32	32
45	Plot/print copies of plans for team meeting and inspections	LS	1	4	4
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	16	16
47	Revise plans and estimates	LS	1	40	40
48	Preliminary Right of Way with taking areas	Parcel	18	2	36
49	Prepare Design Executive Summary	LS	1	8	8
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	0		0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

PRELIMINARY LINE & GRADE MISCELLANEOUS					
53	Project Set-Up - Traffic Engineering	LS	0		0
54	Field Reviews & Supplementary Data Collection	LS	1	16	8
	Traffic Count Collection				
55	Turning Movement Count Equipment Setup / Takedown (Video)	No.	0		0
56	Turning Movement Count Upload and Process Video Recordings	Intersection	0		0
57	Tabulation of Turning Movement Counts	Intersection	0		0
58	Vehicle Classification Equipment Setup / Takedown (Tube Counts)	No.	0		0
59	Tabulation of Vehicle Classification (Tube Counts)	No.	0		0
60	Evaluation of Data	LS	0		0
	Signal Timing Development				
61	Base Synchro Model	LS	0		0
63	Develop Timing Plans in Synchro	No.	0		0
62	Build Synchro Models (Timing New Signals Only)	No.	0		0
	Miscellaneous				
64	Preliminary Lighting Coordination	LS	1	24	24
65	Preliminary Signal Design and Justification	Intersection	0		0
	Forecasts and Model Inputs				
66	Review Updates to OKI MPO Travel Demand Model	LS	0		0
67	Model review meeting	EA	0		0
68	Establish growth rates	LS	0		0
69	Develop future volumes (traffic assignments)	LS	0		0
70	Review Socioeconomic Data	LS	0		0
71	Forecast Coordination meeting	EA	0		0
72	Document OKI MPO model updates	LS	0		0
	Modeling				
73	Analyze No-Build Scenario	LS	0		0
74	Analyze Improvement Scenarios	LS	0		0
75	Document Results for Base Condition & Alternatives	LS	0		0
PRELIMINARY LINE AND GRADE TOTAL					**358**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	0
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	0
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION MISCELLANEOUS						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	0
59A	Keep plans updated with any changes to Utilities	1	No.	9	8	72
	UTILITY COORDINATION TOTAL					72

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	51	1	0
61	Establish property and ownership	Parcel	51	0.5	0
62	Calculate Right of Way	Parcel	18	1	18
63	Prepare legal descriptions	Parcel	18	1	18
64	Complete Right of Way summary sheet	Parcel	51	0.25	13
65	Generate Right of Way strip map *(scale 1" = 20')*	Sheet	4	4	16
66	Prepare Right of Way Plans Submittal	LS	1	4	4
67	Right of Way revisions after Right of Way submittal	LS	1	24	24
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS	0	4	0
69	Deed Research for Existing Parcels	Parcel	0	0	0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel	12	2	24
71					
72					
	RIGHT OF WAY PLANS TOTAL				117

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	0		0
81	Update existing topography and terrain model	Mile	0.4	10	4
82	Refine alignments (horizontal & vertical)	Mile	0.4	10	4
83	Develop pavement design	No.	1	4	4
84	Finalize templates & transitions	No.	1	8	8
85	Develop final roadway model	Mile	0.4	50	20
86	Develop proposed design	Mile	0.4	80	32
87	Generate plan sheets *(scale 1" = 20')*	Sheet	4	6	24
88	Generate profile sheets *(scale 1" = 20')*	Sheet	4	6	24
89	Detail cross sections *(scale 1" = 5')*	No.	56	0.5	28
90	Design entrances	No.	24	0.5	12
91	Revise roadway plans from soils report	Mile	0.4	8	3
DRAINAGE					
92	Develop pipe sections (< 54")	No.	26	4	104
93	Develop drainage system map	Mile	0.4	30	6
94	Develop drainage situation (bridge)	No.	0		0
95	Develop drainage situation (culvert)	No.	1	16	0
96	Develop blue line stream channel change (=> 200')	No.	0		0
97	Drainage analysis (entrance pipes)	No.	0		0
98	Drainage analysis (A < = 200 acres)	No.	1	24	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.	1	40	0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.	0		0
103	Special drainage studies	No.	0		0
104	Roadway ditches and channels	Mile	0		0
105	Develop Erosion Control Plan	Mile	0.4	10	4
106	Inlet spacing calculations	No.	26	1	26
107	Storm sewers calculations	No.	26	1	26
108	Perform scour analysis	No.	0		0
109	Assemble preliminary and final drainage folders	LS	1	16	16
110	Prepare advanced situation folder - bridge	No.	0		0
111	Prepare advanced situation folder - culvert	No.	1.0	8	8
DRAINAGE MISCELLANEOUS					
112	Environmental - clearning house assistance and structure photos	LS	1	24	24
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	4
117	Prepare typical sections	No.	4	4	16
118	Prepare Interchange geometric approval	No.	0		0
119	Prepare intersection geometric approval	No.	12	4	48
120	Prepare coordinate control sheet	Mile	0.4	12	5
121	Prepare elevation developments	No.	4	8	32
122	Prepare striping plan	No.	1	8	8
123	Calculate final quantities	Mile	0.4	40	16
124	Complete general summary	LS	1	4	4
125	Complete paving summary	LS	1	2	2
126	Complete drainage summary	LS	1	4	4
127	Complete pavement under-drain summary	LS	1	2	2
128	Prepare cost estimate	LS	1	4	4
129	Plot/print copies of plans	LS	1	8	8
130	Plan revisions	Mile	0.4	20	8
131	Prepare final construction plans submittal	LS	1	8	8
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	8	8
133	Prepare construction phasing plans	Mile	0.4	40	16
134	Develop diversion plan sheets	Sheet	0		0
135	Develop diversion profile sheets	Sheet	0		0
136	Develop diversion cross sections	No.	0		0
137	Develop temporary drainage	No.	0		0
FINAL PLANS MISCELLANEOUS					
138	Document available rock quantities	LS	1	16	16
139	LPA Coordination	LS	1	96	96
140	LPA Inspection - Spot inspection	day	48	4	192
141	Geotechnical-see attached	LS			0
142	Subsurface Potholing - see attached	LS			0
143	Specifications and Bidding documents	LS	1	50	50
FINAL PLANS TOTAL					**924**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

C. MEETINGS

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	4	No.	1	4	12
151	Drainage inspection	2	No.	1	4	4
152	Final inspection	2	No.	1	4	8
153	Misc. project coordination meetings	4	No.	0	4	0
154	Project team meetings	1	No.	10	4	40
MEETINGS MISCELLANEOUS						
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1	12	12
MEETINGS TOTAL						**76**

D. PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	1	LS	1	20	2
161	Prepare for Advisory Committee/Officials Meeting	4	No.	1	4	4
162	Attend Advisory Committee/Officials Meeting	4	No.	1	4	6
163	Prepare for Public Meetings/Hearings	4	No.	1	6	8
164	Attend Public Meetings/Hearings	6	No.	1	4	16
165	Prepare and Distribute Newsletter		No.	0		0
166	Property owner coordination	2	No.	51	0.5	8
IC INVOLVEMENT MISCELLANEOUS						0
167						0
168						0
169						
JBLIC INVOLVEMENT TOTAL						**44**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

E. QA/QC

No.	ITEM	UNIT	TEAM HOURS AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	2	16	16
181	Structure review		0		0
QA/QC TOTAL					**16**

ENVIRONMENTAL SERVICES

No.	ITEM		UNIT	TEAM HOURS AMOUNT	HRS/UNIT	HOURS
	Categorical Exclusion					
	Draft CE					
1	Compile Checklist Info	1	Hour	0		0
2	Public Officials Coordination (Level III)	0	Hour	0		0
3	Draft CE	1	Hour	0		0
4	Exhibit Preparation	1	Hour	0		0
5	Peer Review	1	Hour	0		0
	Final CE					
6	Project Team Meetings	0	Hour	0		0
7	CE Review Meetings	0	Hour	0		0
8	Public Information Meetings (Level III)	0	Hour	0		0
	Final CE Review					
9	Exhibit Preparation	0	Hour	0		0
10	Peer Review	0	Hour	0		0
11	FHWA Review	0	Hour	0		0
12	Final CE	0	Hour	0		0
			Categorical Exclusion Total:			**0**
	Cultural Historic Impact Analysis					
	Research					
1	Archival Research/File Search/Deed Research	0	Hour	0		0
2	Field Research	0	Hour	0		0
	Exhibit Preparation					
4	Topographic maps that show an overall project area	0	Hour	0		0
6	CADD Operator	0	Hour	0		0
	Report Preparation					
10	Report Writing Draft	0	Hour	0		0
11	Report Writing Final	0	Hour	0		0
13	Development/Approval of Area of Potential Effect	0	Hour	0		0
	Meetings and Coordination					
15	Meeting with District and/or Project Team	0	Hour	0		0
17	Response to SHPO/DEA/FHWA	0	Hour	0		0
	Survey Miscellaneous					
24	QA/QC	0	Hour	0		0
			Cultural Historic Impact Analysis Total:			**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRODUCTION-HOUR SUMMARY

DESCRIPTION	TEAM HOURS
SURVEY TOTAL	0
LINE AND GRADE TOTAL	358
UTILITY COORDINATION TOTAL	72
RIGHT OF WAY PLANS TOTAL	117
FINAL PLANS TOTAL	924
MEETINGS TOTAL	76
PUBLIC INVOLVEMENT TOTAL	44
QA/QC TOTAL	16
CATEGORICAL EXCLUSION TOTAL	0
NOISE IMPACTS ANALYSIS TOTAL	0
SOCIOECONOMIC IMPACTS ANALYSIS TOTAL	0
TERRESTRIAL-AQUATIC IMPACTS ANALYSIS TOTAL	0
ARCHAEOLOGICAL IMPACTS ANALYSIS TOTAL	0
CULTURAL HISTORIC IMPACTS ANALYSIS TOTAL	0
UST-PHASE 1 ENVIRONMENTAL SITE ASSESSMENT TOTAL	0
GRAND TOTAL	1607

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

TC 40-2
Rev. 12/2022

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

SECTION 1: PROJECT INFORMATION

DATE:	Jan 9, 2024	**COUNTY:**	Fayette	**ITEM #:**	07-00451
PROJECT:	North Lime Sidewalk				
DESC:	Subconsultant for surveys and designs				

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Survey	340		$ 37.30	$ 12,682.00
Preliminary Line & Grade	58		$ 56.50	$ 3,277.00
Utility Coordination	144		$ 70.00	$ 10,080.00
Right of Way Plans	77		$ 56.00	$ 4,312.00
Final Plans	86		$ 60.00	$ 5,160.00
Meetings	8		$ 72.00	$ 576.00
Public Involvement	0		$ 64.50	$ -
QA / QC	16		$ 72.00	$ 1,152.00
Construction Inspection	0		$0	$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	729			**$ 37,239.00**

OVERHEAD (147.83 %)	$	55,050.41
PROFIT (15.00 %)	$	13,843.41
COST OF MONEY (%)	$	-

DIRECT COSTS	AMOUNT
TOTAL DIRECT COSTS	**$ -**

SUBCONSULTANTS	AMOUNT
	$ -
	$ -
TOTAL SUBCONSULTANTS	**$ -**

TOTAL FEE	**$ 106,133**

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: Banks Engineering, Inc.	**SIGNED BY:** John B. Steinmetz	
John B. Steinmetz	Senior Engineer	1/9/2024
CONSULTANT SIGNATURE	**TITLE**	**DATE**
PROFESSIONAL SERVICES SIGNATURE	**TITLE**	**DATE**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY	Fayette	PROJECT TYPE	LPA
COUNTY:	FAYETTE	PROJECT:	NORTH LIMESTONE SIDEWALK
ROUTE:	NORTH LIMESTONE SIDEWALK	CONSULTANT:	Banks Engr, sub to PRIME AE
DESC.:	Phase 1 Design - Original Contract	PREPARED BY:	John Steinmetz
ITEM NO.	07-00451.00	DATE:	February 1, 2024

A. SURVEY

No.	ITEM	CREW	UNIT	HOURS AMOUNT	HRS/UNIT	HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	3
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	27
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	4
CONTROL						
4	Horizontal	2	Mile	0.4	4	3
5	Vertical	2	Mile	0.4	4	3
6	Process data	1	Mile	0.4	4	2
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	32
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	8
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	16
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	40
11	Process data	1	Mile	0.4	30	12
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	48
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	24
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	8
22	Contact & Interview Property Owners	1	Parcel	51	0.5	26
23	Field tie property lines/corners	2	Parcel	51	0.5	51
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	20
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	13
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**340**

B. PRELIMINARY LINE AND GRADE						
No.	ITEM		UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
30	Computer setup		LS	1	4	4
31	Prepare existing manuscripts		Mile	0.4	50	20
32	Establish approximate property lines and ownership		Parcel	51	0.5	26
33	Study and develop typical sections - alternates for review		No.	5		0
34	Study and develop horizontal alignments		Mile	0.4		0
35	Study and develop vertical alignments		Mile	0.4		0
36	Create and evaluate proposed roadway models		Mile	0.4		0
37	Design entrances		No.	24		0
38	Pre-size pipes (all alternates)		No.	12		0
39	Pre-size culverts (all alternates)		No.	0		0
40	Pre-size bridges (all alternates)		No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proce		Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)		Intersection	0		0
41c	Existing VISSIM Simulation		LS	0		0
41d	Proposed VISSIM Simulation		LS	0		0
42	Study and development of interchange		No.	0		0
43	Study and development of intersection		No.	12		0
44	Study and develop maintenance of traffic plan		LS	1		0
45	Plot/print copies of plans for team meeting and inspections		LS	1		0
46	Calculate preliminary quantities and develop cost estimates		Alt.	1		0
47	Revise plans and estimates		LS	1		0
48	Preliminary Right of Way with taking areas		Parcel	18		0
49	Prepare Design Executive Summary		LS	1		0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"		LS	0		0
53	Project Set-Up - Traffic Engineering		LS	0		0
54	Field Reviews & Supplementary Data Collection		LS	1	8	8
PRELIMINARY LINE AND GRADE TOTAL						**58**
UTILITY COORDINATION						
No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	48
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	64
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	32
59A	Keep plans updated with any changes to Utilities	1	No.	9	0	0
	UTILITY COORDINATION TOTAL					**144**
RIGHT OF WAY PLANS						
No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research		Parcel	51	1	51
61	Establish property and ownership		Parcel	51	0.5	26
62	Calculate Right of Way		Parcel	18		0
63	Prepare legal descriptions		Parcel	18		0
64	Complete Right of Way summary sheet		Parcel	51		0
65	Generate Right of Way strip map *(scale 1" = 20')*		Sheet	4		0
66	Prepare Right of Way Plans Submittal		LS	1		0
67	Right of Way revisions after Right of Way submittal		LS	1		0
R/W PLANS MISCELLANEOUS						
68	Deed Research for Existing Alignments		LS	0		0
69	Deed Research for Existing Parcels		Parcel	0		0
70	Prepare Legal Descriptions for Right of Way transfer		Parcel	12		0
71						
72						
RIGHT OF WAY PLANS TOTAL						**77**
FINAL PLAN PREPARATION						

No.	ITEM		UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup		LS	0		0
81	Update existing topography and terrain model		Mile	0.4		0
82	Refine alignments (horizontal & vertical)		Mile	0.4		0
83	Develop pavement design		No.	1		0
84	Finalize templates & transitions		No.	1		0
85	Develop final roadway model		Mile	0.4		0
86	Develop proposed design		Mile	0.4		0
87	Generate plan sheets *(scale 1" = 20')*		Sheet	4		0
88	Generate profile sheets *(scale 1" = 20')*		Sheet	4		0
89	Detail cross sections *(scale 1" = 5')*		No.	56		0
90	Design entrances		No.	24		0
91	Revise roadway plans from soils report		Mile	0.4		0
DRAINAGE						
92	Develop pipe sections (< 54")		No.	26		0
93	Develop drainage system map		Mile	0.4	15	6
94	Develop drainage situation (bridge)		No.	0		0
95	Develop drainage situation (culvert)		No.	1	16	16
96	Develop blue line stream channel change (=> 200')		No.	0		0
97	Drainage analysis (entrance pipes)		No.	0		0
98	Drainage analysis (A < = 200 acres)		No.	1	24	24
99	Drainage analysis (200 acres < A < 1.0 sq. mile)		No.	1	40	40
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis		No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis		No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis		No.	0		0
103	Special drainage studies		No.	0		0
104	Roadway ditches and channels		Mile	0		0
105	Develop Erosion Control Plan		Mile	0.4		0
106	Inlet spacing calculations		No.	26		0
107	Storm sewers calculations		No.	26		0
108	Perform scour analysis		No.	0		0
109	Assemble preliminary and final drainage folders		LS	1		0
110	Prepare advanced situation folder - bridge		No.	0		0
111	Prepare advanced situation folder - culvert		No.	1.0		0
116	Prepare layout sheet		LS	1		0
117	Prepare typical sections		No.	4		0
118	Prepare Interchange geometric approval		No.	0		0
119	Prepare intersection geometric approval		No.	12		0
120	Prepare coordinate control sheet		Mile	0.4		0
121	Prepare elevation developments		No.	4		0
122	Prepare striping plan		No.	1		0
123	Calculate final quantities		Mile	0.4		0
124	Complete general summary		LS	1		0
125	Complete paving summary		LS	1		0
126	Complete drainage summary		LS	1		0
127	Complete pavement under-drain summary		LS	1		0
128	Prepare cost estimate		LS	1		0
129	Plot/print copies of plans		LS	1		0
130	Plan revisions		Mile	0.4		0
131	Prepare final construction plans submittal		LS	1		0
MAINTENANCE OF TRAFFIC						
132	Write maintenance of traffic notes (TCP)		LS	1		0
133	Prepare construction phasing plans		Mile	0.4		0
134	Develop diversion plan sheets		Sheet	0		0
135	Develop diversion profile sheets		Sheet	0		0
136	Develop diversion cross sections		No.	0		0
137	Develop temporary drainage		No.	0		0
138	Document available rock quantities		LS	1		0
139	LPA Coordination		LS	1		0
140	LPA Inspection - Spot inspection		day	48		0
143	Specifications and Bidding documents		LS	1		0
FINAL PLANS						**86**

C. MEETINGS						
No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	1	No.	1	4	4
151	Drainage inspection	1	No.	1	4	4
152	Final inspection	2	No.	1		0
153	Misc. project coordination meetings	4	No.	0		0
154	Project team meetings	1	No.	10		0
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1		0
MEETINGS TOTAL						**8**
D. PUBLIC INVOLVEMENT						
No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	0	LS	1	20	0
161	Prepare for Advisory Committee/Officials Meeting	0	No.	1	4	0
162	Attend Advisory Committee/Officials Meeting	0	No.	1	4	0
163	Prepare for Public Meetings/Hearings	0	No.	1	6	0
164	Attend Public Meetings/Hearings	0	No.	1	4	0
165	Prepare and Distribute Newsletter		No.	0		0
166	Property owner coordination	0	No.	51		0
PUBLIC INVOLVEMENT						0
167						0
168						0
169						
PUBLIC INVOLVEMENT TOTAL						**0**
E. QA/QC						
No.	ITEM		UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
180	Plan review		LS	2	8	16
181	Structure review			0		0
QA/QC TOTAL						**16**
PRODUCTION-HOUR SUMMARY						
DESCRIPTION					**BANKS HOURS**	
SURVEY TOTAL					**340**	
LINE AND GRADE					**58**	
UTILITY COORD.					**144**	
R/W PLANS TOTAL					**77**	
FINAL PLANS					**86**	
MEETINGS TOTAL					**8**	
PUBLIC INV.					**0**	
QA/QC TOTAL					**16**	
GRAND TOTAL					**729**	

TEAM KENTUCKY TRANSPORTATION CABINET

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF PROFESSIONAL SERVICES

ENGINEERING AND RELATED SERVICES FEE PROPOSAL

TC 40-2
Rev. 12/2022

SECTION 1: PROJECT INFORMATION

DATE:	Dec 26, 2023	COUNTY:	Fayette	ITEM #:	
PROJECT:	North Limestone				
DESC:					

SECTION 2: BUDGET INFORMATION

FEE CONSIDERATIONS	PROPOSED HOURS	NEGOTIATED HOURS	AVERAGE RATE	ESTIMATED COST
Public Involvement	82	82	$ 90.51	$ 7,421.82
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
TOTAL PRODUCTION HOURS & PAYROLL	82	82	$ 90.51	$ 7,421.82

OVERHEAD (121.85 %)	$	9,043.49
PROFIT (15.00 %)	$	2,469.80
COST OF MONEY (0.11 %)	$	8.16

DIRECT COSTS	AMOUNT
Printing, exhibits, displays, and web applications	$ 500.00
TOTAL DIRECT COSTS	$ 500.00

SUBCONSULTANTS	AMOUNT
TOTAL SUBCONSULTANTS	$ -

TOTAL FEE	$ 19,443

*Rounded to the nearest dollar

SECTION 3: SIGNATURE

FIRM NAME: **EHI Consultants** | SIGNED BY: Ed Holmes

CONSULTANT SIGNATURE	TITLE	DATE
	President	1/16/2024
PROFESSIONAL SERVICES SIGNATURE	TITLE	DATE

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

COUNTY:	FAYETTE	PROJECT TYPE:	NORTH LIMESTONE SIDEWALK
ROUTE:	NORTH LIMESTONE SIDEWALK	CONSULTANT:	EHI
DESC.:	Phase 1 Design - Original Contract	PREPARED BY:	Sgabbard
ITEM NO.	07-00451.00	DATE:	January 31, 2024

A. SURVEY

No.	ITEM	CREW	UNIT	TEAM HOURS AMOUNT	TEAM HOURS HRS/UNIT	TEAM HOURS HOURS
RECONNAISSANCE						
1	Control - (existing)	1	Mile	0.4	8	0
2	Utilities - (data gathering, identification & contact)	1	No.	9	3	0
3	Drainage - (sink holes, streams, pipes, etc.)	1	Mile	0.4	10	0
CONTROL						0
4	Horizontal	2	Mile	0.4	4	0
5	Vertical	2	Mile	0.4	4	0
6	Process data	1	Mile	0.4	4	0
PLANIMETRIC SURVEY						
7	Planimetric location *(complete)*	2	Mile	0.4	40	0
8	Subsurface Utility Engineering, Quality Levels C & D	1	Mile	0.4	20	0
9	Subsurface Utility Engineering, Quality Level B	1	LS	1	16	0
10	Subsurface Utility Engineering, Quality Level A	1	LS	1	40	0
11	Process data	1	Mile	0.4	30	0
TERRAIN SURVEY						
12	DTM data collection *(Items 11-18 not required if used)*	2	Acre	12	2	0
13	Verify terrain model accuracy	2	Mile	0		0
14	Tie-ins	2	No.	0		0
15	Drainage situations survey (Bridge)	2	No.	0		0
16	Drainage situations survey (Culvert)	2	No.	3	4	0
17	Drainage pipe section (non-situation size)	2	No.	0	2	0
18	Flood plain data	2	No.	1		0
19	Railroad Surveys	2	No.	0		0
20	Additional necessary DTM data *(specify pickup or update)*	2	Acre	0		0
21	Process data	1	Mile	0.4	20	0
ESTABLISH PROPERTY LINES & OWNERSHIP						
22	Contact & Interview Property Owners	1	Parcel	51	0.5	0
23	Field tie property lines/corners	2	Parcel	51	0.5	0
STAKING						
24	Stake centerlines, approaches, detours	2	Mile	0		0
25	Stake core holes - structures *(unit is per structure)*	2	No.	0		0
26	Stake core holes - roadway *(unit is per core hole)*	4	No.	49	0.1	0
SURVEY MISCELLANEOUS						
27	Determine roadway elevations (Crown and EP)	2	Mile	0.4	16	0
28	Environmental areas	2	No.	0		0
29						
SURVEY TOTAL						**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

B. PRELIMINARY LINE AND GRADE

No.	ITEM	UNIT	TEAM HOURS		
			AMOUNT	HRS/UNIT	HOURS
30	Computer setup	LS	1	4	0
31	Prepare existing manuscripts	Mile	0.4	50	0
32	Establish approximate property lines and ownership	Parcel	51	0.5	0
33	Study and develop typical sections - alternates for review	No.	5	6	0
34	Study and develop horizontal alignments	Mile	0.4	60	0
35	Study and develop vertical alignments	Mile	0.4	40	0
36	Create and evaluate proposed roadway models	Mile	0.4	30	0
37	Design entrances	No.	24	1	0
38	Pre-size pipes (all alternates)	No.	12	3	0
39	Pre-size culverts (all alternates)	No.	0		0
40	Pre-size bridges (all alternates)	No.	0		0
41a	Conduct Traffic Engineering Analysis (Basic; Highway Capacity Manual Proc	Intersection	0		0
41b	Conduct Traffic Engineering Analysis (Advanced; Micro-simulation)	Intersection	0		0
41c	Existing VISSIM Simulation	LS	0		0
41d	Proposed VISSIM Simulation	LS	0		0
42	Study and development of interchange	No.	0		0
43	Study and development of intersection	No.	12	4	0
44	Study and develop maintenance of traffic plan	LS	1	32	0
45	Plot/print copies of plans for team meeting and inspections	LS	1	4	0
46	Calculate preliminary quantities and develop cost estimates	Alt.	1	16	0
47	Revise plans and estimates	LS	1	40	0
48	Preliminary Right of Way with taking areas	Parcel	18	2	0
49	Prepare Design Executive Summary	LS	1	8	0
50	Develop/document "Avoidance Alternatives to Water Related Impacts"	LS	0		0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

PRELIMINARY LINE & GRADE MISCELLANEOUS					
53	Project Set-Up - Traffic Engineering	LS	0		0
54	Field Reviews & Supplementary Data Collection	LS	1	16	0
	Traffic Count Collection				
55	Turning Movement Count Equipment Setup / Takedown (Video)	No.	0		0
56	Turning Movement Count Upload and Process Video Recordings	Intersection	0		0
57	Tabulation of Turning Movement Counts	Intersection	0		0
58	Vehicle Classification Equipment Setup / Takedown (Tube Counts)	No.	0		0
59	Tabulation of Vehicle Classification (Tube Counts)	No.	0		0
60	Evaluation of Data	LS	0		0
	Signal Timing Development				
61	Base Synchro Model	LS	0		0
63	Develop Timing Plans in Synchro	No.	0		0
62	Build Synchro Models (Timing New Signals Only)	No.	0		0
	Miscellaneous				
64	Preliminary Lighting Coordination	LS	1	24	0
65	Preliminary Signal Design and Justification	Intersection	0		0
	Forecasts and Model Inputs				
66	Review Updates to OKI MPO Travel Demand Model	LS	0		0
67	Model review meeting	EA	0		0
68	Establish growth rates	LS	0		0
69	Develop future volumes (traffic assignments)	LS	0		0
70	Review Socioeconomic Data	LS	0		0
71	Forecast Coordination meeting	EA	0		0
72	Document OKI MPO model updates	LS	0		0
	Modeling				
73	Analyze No-Build Scenario	LS	0		0
74	Analyze Improvement Scenarios	LS	0		0
75	Document Results for Base Condition & Alternatives	LS	0		0
PRELIMINARY LINE AND GRADE TOTAL					**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

UTILITY COORDINATION

No.	ITEM	PERSONS	UNIT	AMOUNT	HRS/UNIT	HOURS
56	Utility Coordination Meeting	2	No.	6	4	0
57	Develop Utility Relocation Layout Sheets (one page)		Mile	0.4	160	0
58	Develop Utility Relocation Plans (1"=20')		Mile	0.4		0
UTILITY COORDINATION MISCELLANEOUS						
59	Correspondence with Utilities for Location of Existing Facilities		LS	1	32	0
59A	Keep plans updated with any changes to Utilities	1	No.	9	8	0
	UTILITY COORDINATION TOTAL					**0**

RIGHT OF WAY PLANS

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
60	Deed research	Parcel	51	1	0
61	Establish property and ownership	Parcel	51	0.5	0
62	Calculate Right of Way	Parcel	18	1	0
63	Prepare legal descriptions	Parcel	18	1	0
64	Complete Right of Way summary sheet	Parcel	51	0.25	0
65	Generate Right of Way strip map *(scale 1" = 20')*	Sheet	4	4	0
66	Prepare Right of Way Plans Submittal	LS	1	4	0
67	Right of Way revisions after Right of Way submittal	LS	1	24	0
	R/W PLANS MISCELLANEOUS				
68	Deed Research for Existing Alignments	LS	0	4	0
69	Deed Research for Existing Parcels	Parcel	0	0	0
70	Prepare Legal Descriptions for Right of Way transfer	Parcel	12	2	0
71					
72					
	RIGHT OF WAY PLANS TOTAL				**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

FINAL PLAN PREPARATION

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
80	Computer setup	LS	0		0
81	Update existing topography and terrain model	Mile	0.4	10	0
82	Refine alignments (horizontal & vertical)	Mile	0.4	10	0
83	Develop pavement design	No.	1	4	0
84	Finalize templates & transitions	No.	1	8	0
85	Develop final roadway model	Mile	0.4	50	0
86	Develop proposed design	Mile	0.4	80	0
87	Generate plan sheets *(scale 1" = 20')*	Sheet	4	6	0
88	Generate profile sheets *(scale 1" = 20')*	Sheet	4	6	0
89	Detail cross sections *(scale 1" = 5')*	No.	56	0.5	0
90	Design entrances	No.	24	0.5	0
91	Revise roadway plans from soils report	Mile	0.4	8	0
DRAINAGE					
92	Develop pipe sections (< 54")	No.	26	4	0
93	Develop drainage system map	Mile	0.4	30	0
94	Develop drainage situation (bridge)	No.	0		0
95	Develop drainage situation (culvert)	No.	1	16	0
96	Develop blue line stream channel change (=> 200')	No.	0		0
97	Drainage analysis (entrance pipes)	No.	0		0
98	Drainage analysis (A < = 200 acres)	No.	1	24	0
99	Drainage analysis (200 acres < A < 1.0 sq. mile)	No.	1	40	0
100	Drainage analysis (A = > 1.0 sq. mile) level 1 analysis	No.	0		0
101	Drainage analysis (A = > 1.0 sq. mile) level 2 analysis	No.	0		0
102	Drainage analysis (A = > 1.0 sq. mile) level 3 analysis	No.	0		0
103	Special drainage studies	No.	0		0
104	Roadway ditches and channels	Mile	0		0
105	Develop Erosion Control Plan	Mile	0.4	10	0
106	Inlet spacing calculations	No.	26	1	0
107	Storm sewers calculations	No.	26	1	0
108	Perform scour analysis	No.	0		0
109	Assemble preliminary and final drainage folders	LS	1	16	0
110	Prepare advanced situation folder - bridge	No.	0		0
111	Prepare advanced situation folder - culvert	No.	1.0	8	0
DRAINAGE MISCELLANEOUS					
112	Environmental - clearning house assistance and structure photos	LS	1	24	0
113					0
114					0
115					0

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette PROJECT TYPE LPA

FINAL PLAN PREPARATION (Continued)

No.	ITEM	UNIT	AMOUNT	HRS/UNIT	HOURS
116	Prepare layout sheet	LS	1	4	0
117	Prepare typical sections	No.	4	4	0
118	Prepare Interchange geometric approval	No.	0		0
119	Prepare intersection geometric approval	No.	12	4	0
120	Prepare coordinate control sheet	Mile	0.4	12	0
121	Prepare elevation developments	No.	4	8	0
122	Prepare striping plan	No.	1	8	0
123	Calculate final quantities	Mile	0.4	40	0
124	Complete general summary	LS	1	4	0
125	Complete paving summary	LS	1	2	0
126	Complete drainage summary	LS	1	4	0
127	Complete pavement under-drain summary	LS	1	2	0
128	Prepare cost estimate	LS	1	4	0
129	Plot/print copies of plans	LS	1	8	0
130	Plan revisions	Mile	0.4	20	0
131	Prepare final construction plans submittal	LS	1	8	0
	MAINTENANCE OF TRAFFIC				
132	Write maintenance of traffic notes (TCP)	LS	1	8	0
133	Prepare construction phasing plans	Mile	0.4	40	0
134	Develop diversion plan sheets	Sheet	0		0
135	Develop diversion profile sheets	Sheet	0		0
136	Develop diversion cross sections	No.	0		0
137	Develop temporary drainage	No.	0		0
FINAL PLANS MISCELLANEOUS					
138	Document available rock quantities	LS	1	16	0
139	LPA Coordination	LS	1	96	0
140	LPA Inspection - Spot inspection	day	48	4	0
141	Geotechnical-see attached	LS			0
142	Subsurface Potholing - see attached	LS			0
143	Specifications and Bidding documents	LS	1	50	0
FINAL PLANS TOTAL					**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

C. MEETINGS

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
150	Prelim. line and grade inspection	4	No.	1	4	0
151	Drainage inspection	2	No.	1	4	0
152	Final inspection	2	No.	1	4	0
153	Misc. project coordination meetings	4	No.	0	4	0
154	Project team meetings	1	No.	10	4	0
MEETINGS MISCELLANEOUS						
155	Value Engineering Study		LS	0		0
156	Constructability Review	1	LS	1	12	0
MEETINGS TOTAL						**0**

D. PUBLIC INVOLVEMENT

No.	ITEM	PERSONS	UNIT	TEAM HOURS		
				AMOUNT	HRS/UNIT	HOURS
160	Develop and Maintain Mailing List	1	LS	1	20	8
161	Prepare for Advisory Committee/Officials Meeting	4	No.	1	4	8
162	Attend Advisory Committee/Officials Meeting	4	No.	1	4	16
163	Prepare for Public Meetings/Hearings	4	No.	1	6	16
164	Attend Public Meetings/Hearings	6	No.	1	4	16
165	Prepare and Distribute Newsletter		No.	0		8
166	Property owner coordination	2	No.	51	0.5	10
IC INVOLVEMENT MISCELLANEOUS						0
167						0
168						0
169						
BLIC INVOLVEMENT TOTAL						**82**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

E. QA/QC

No.	ITEM	UNIT	TEAM HOURS AMOUNT	HRS/UNIT	HOURS
180	Plan review	LS	2	16	0
181	Structure review		0		0
QA/QC TOTAL					**0**

ENVIRONMENTAL SERVICES

No.	ITEM		UNIT	TEAM HOURS AMOUNT	HRS/UNIT	HOURS
	Categorical Exclusion					
	Draft CE					
1	Compile Checklist Info	1	Hour	0		0
2	Public Officials Coordination (Level III)	0	Hour	0		0
3	Draft CE	1	Hour	0		0
4	Exhibit Preparation	1	Hour	0		0
5	Peer Review	1	Hour	0		0
	Final CE					
6	Project Team Meetings	0	Hour	0		0
7	CE Review Meetings	0	Hour	0		0
8	Public Information Meetings (Level III)	0	Hour	0		0
	Final CE Review					
9	Exhibit Preparation	0	Hour	0		0
10	Peer Review	0	Hour	0		0
11	FHWA Review	0	Hour	0		0
12	Final CE	0	Hour	0		0
			Categorical Exclusion Total:			**0**
	Cultural Historic Impact Analysis					
	Research					
1	Archival Research/File Search/Deed Research	0	Hour	0		0
2	Field Research	0	Hour	0		0
	Exhibit Preparation					
4	Topographic maps that show an overall project area	0	Hour	0		0
6	CADD Operator	0	Hour	0		0
	Report Preparation					
10	Report Writing Draft	0	Hour	0		0
11	Report Writing Final	0	Hour	0		0
13	Development/Approval of Area of Potential Effect	0	Hour	0		0
	Meetings and Coordination					
15	Meeting with District and/or Project Team	0	Hour	0		0
17	Response to SHPO/DEA/FHWA	0	Hour	0		0
	Survey Miscellaneous					
24	QA/QC	0	Hour	0		0
			Cultural Historic Impact Analysis Total:			**0**

PRODUCTION-HOUR WORKSHEET (revised 7/14)

COUNTY Fayette | PROJECT TYPE LPA

PRODUCTION-HOUR SUMMARY

DESCRIPTION	TEAM HOURS
SURVEY TOTAL	0
LINE AND GRADE TOTAL	0
UTILITY COORDINATION TOTAL	0
RIGHT OF WAY PLANS TOTAL	0
FINAL PLANS TOTAL	0
MEETINGS TOTAL	0
PUBLIC INVOLVEMENT TOTAL	82
QA/QC TOTAL	0
CATEGORICAL EXCLUSION TOTAL	0
NOISE IMPACTS ANALYSIS TOTAL	0
SOCIOECONOMIC IMPACTS ANALYSIS TOTAL	0
TERRESTRIAL-AQUATIC IMPACTS ANALYSIS TOTAL	0
ARCHAEOLOGICAL IMPACTS ANALYSIS TOTAL	0
CULTURAL HISTORIC IMPACTS ANALYSIS TOTAL	0
UST-PHASE 1 ENVIRONMENTAL SITE ASSESSMENT TOTAL	0
GRAND TOTAL	82

30 January 2024

Attn.: Stephen Garland, PE
Director, Site
Prime AE, Inc.
651 Perimeter Dr. , Suite 300
Lexington, KY 40517

RE: North Limestone Historic Resource Study

Dear Mr. Garland:

Jackson Environmental Consulting Services, LLC (Jackson Group) is pleased to offer this cost proposal and scope of services to **Prime AE, Inc.** (the Client) for professional consulting services related to the Historic Resources Study for the North Limestone Improvement Project in Fayette County, Kentucky (project). Jackson Group is teaming with CEC to provide services related to conducting the Historic Resource study of the Project.

SCOPE OF SERVICES

Our basic services are set forth in the Scope of Work (Exhibit A). Any additional services provided that are not included as part of the Basic Scope of Work will be subject to the rates 2024 Rate Schedule (Exhibit B). Exhibits A and B are attached to this proposal. We can also furnish other additional services at your request.

CULTURAL RESOURCE COORDINATION

Section 106 process will be initiated by preparing a KHC and Kentucky Office of State Archaeology (KOSA) Project Registration to be submitted to the KHC along with the required fee. The Project Registration is an application for a project registration number and GIS information on previous surveys, including the location of previously recorded cultural resources. These requests are processed in the order received and could take up to 30 days to be processed. However, previous projects have been returned in less than 10 days. The resulting report from the KHC/KOSA will provide information within the project area and a 2 km (1.24 mi) buffer, including site location, site type, current National Register status, and boundaries and citations to all known survey areas intersecting the project area. A report from the KHC will provide similar information on historic above ground resources.

This request is primarily intended to meet the Kentucky State Historic Preservation Office's specifications to check for known cultural resources in a project area and provide appropriate information that is critical to the review of projects that are subject to compliance with Section 106. This request provides detailed information on previously recorded archaeological sites and survey areas and must be submitted by professional archaeologists who meet the KHC/KOSA qualifications for a Principal Investigator.

Prior to fieldwork, a literature review will be performed of material provided by the KHC/KOSA. In addition, available aerial photographs, historic atlases, and historical topographic maps will be checked to determine the probability of identifying historic sites and structures in the area. Further archival research will consist of deed research and a review of other primary historical documentation.

The first task for the History/Architecture field survey will be to define an area of potential effect (APE) for the current project area. The architectural historian will consider not just physical effects to above ground resources, but will also consider visual impacts, noise impacts, and other indirect\ effects to historic resources. A field investigation will be undertaken to document the general conditions within the APE and record information

regarding the buildings and structures within the APE. All resources more than 50 years in age will be recorded and photographed. Information regarding property type, building construction, materials, setting, and other details will be recorded.

Following fieldwork and analysis, a report will be prepared that meets the KHC standards for above ground resources. The reports will summarize results of the literature review, document the results of the fieldwork, and provide management recommendations for identified resources. As a part of this process, figures will be created that will show the project area on a state map, aerial imagery, topographic maps, and historic plat maps.

SCHEDULE

Jackson Group will initiate the project within two weeks of receiving your authorization to proceed and will coordinate with the Client regarding the timing of the reconnaissance visits. We anticipate being able to complete the report withing four weeks of notice to proceed. In order to meet this schedule, we will need unencumbered access to the project area.

BUDGET SUMMARY

Jackson Group proposes to complete this service on a lump-sum basis and will be billed monthly based upon the work completed each month. A summary of these costs are provided below:

Task	Description	Estimated Total
1	Archival Research	$770.00
2	Field Research (Above Ground Survey)	$5,940.00
3	Exhibit Preparation	$550.00
4	Report Writing Draft	$8,030.00
5	Report Writing Final	$990.00
6	Development of APE	$440.00
7	Meetings with District and/or Project Team	$770.00
8	Response to SHPO/DEA/FHWA	$1,760.00
Total		**$19,250.00**

ASSUMPTIONS

The successful completion of the project and the estimated costs are based on the following assumptions.

- It is assumed that no archaeological survey will be required.
- It is assumed that the background and literature review will be completed through a site file request to the KHC/KOSA and personnel will not need to mobilize to perform the review.
- It is assumed that the APE will not extend greater than 0.25 mi from the proposed project area.

- It is assumed that all fieldwork can be done in a single mobilization and there will be no weather delays or access problems.
- It is assumed that the survey can be completed in two field days by a qualified Architectural Historian assisted by one technician.
- It is assumed that no more than thirty historic resources will be documented during this survey.

Jackson Group's services are performed in accordance with the attached Scope of Work and Rates. You will be invoiced monthly based upon project milestones. Examples of these milestones are monthly analyses, field work, reporting, etc. Continual progress related to completing each item stated within scope of services is based upon prompt payment within 30 days of invoice date. ***All payment installment plans, and delinquent charges are subject to a service charge of 1 ½ percent per month.***

If this payment schedule needs to be adjusted, please contact us as soon as possible so we can agree upon an alternative payment schedule.

ADDITIONAL SERVICES

Any work not outlined in the Scope of Services shall be designated Additional Services and will be billed in accordance with the attached rate sheets (Exhibits A). At such time it is determined that these Additional Services are required; Jackson Group reserves the right to amend this proposal or execute a separate agreement to provide such services.

SUMMARY

This scope of services, budget, deliverables, rates and the attached Standard Terms and Conditions, represents the entire understanding between you and Jackson Group with respect to this project and may only be modified in writing and signed by both parties.

We look forward to the opportunity to serve Prime AE Group, Inc. on this project. Please do not hesitate to call me at (501) 339-3580 if you have any questions.

Sincerely,

Jeremy L. Jackson, MS, CE, AWB
Owner/Ecologist

Company name: Jackson Environmental Consulting Services, LLC (dba Jackson Group)

Print name: Jeremy L Jackson

Title: Owner/Ecologist

Signature: _____

Date: _____

Company name: Prime AE, Inc.

Print name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT A
JACKSON GROUP CONSULTING SERVICES, LLC
2024 RATE SCHEDULE

Principal	$125/hour
Senior Ecologist	$110/hour
Senior Wildlife Biologist	$110/hour
Senior Environmental Scientist	$110/hour
Ecologist	$95/hour
Aquatic Ecologist	$95/hour
Wildlife Biologist	$95/hour
Environmental Scientist	$95/hour
Cartographer/GIS Technician	$90/hour
Word Processor	$75/hour
Senior Technician	$75/hour
Technician	$75/hour
Clerical Support	$75/hour

JACKSON GROUP

1586 Boonesborough Road | Richmond, Kentucky 40475 | Phone: 859-623-0499 | Fax: 859-623—2676 | www.jacksonenvironmental.com

STANDARD TERMS AND CONDITIONS

1. Jackson Environmental Consulting Services, LLC, DBA Jackson Group, hereinafter referred to as Jackson Group, is an Equal Opportunity Employer Jackson Group is an equal opportunity employer and all applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age and is in compliance with the Drug-Free Workplace Act of 1988 and governmental requirements relating to Right-To-Know regulations. The consulting services of Jackson Group will be performed on an hourly basis for all time rendered to the project, unless the project is quoted for a lump-sum, including project scoping by professional, technical, and clerical personnel in accordance with the attached hourly rate schedule. All invoices charges are based on and are payable in U.S. dollars.

2. Services performed by Jackson Group under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

3. Unless stated otherwise, any cost estimate presented in the attached proposal is for budgetary purposes only and is not a fixed lump-sum price. The actual cost of Jackson Group's consulting services and all expenses may be less than estimated; accordingly, only the cost incurred will be invoiced. If at any time during the progress of the work it appears that the estimated cost will be exceeded, Client will be informed immediately. However, unless written notification is received to stop work, Jackson Group will continue working on the project completion and will invoice Client for all consulting services and expenses incurred.

4. These terms are subject to and incorporate the provisions of Jackson Group's attached proposal. In the event of any conflict, the terms of the accompanying proposal shall govern.

5. Unless stated otherwise, invoices will be submitted periodically as required [but not more frequently than twice per month] unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed $500.00, or when the work is completed, whichever occurs first. Invoices are due and payable within 30 days from the date of invoice. All delinquent charges are subject to a service charge of 1 ½ percent per month. Should Client fail to pay any invoice within 30 days of its date, Jackson Group may, upon 3 days' written notice to Client, stop work and recover from Client payment for all work executed. Clients requiring specific invoice formats or accounting backup (copies of timesheets, copies of receipts or invoice support data, etc.) will be invoiced for those associated costs; these costs are not included in our proposal and will be invoiced in addition to the approved proposal costs.

6. Client agrees to limit Jackson Group's liability to Client and to all construction contractors and subcontractors on the project due to Jackson Group's professional negligent acts, errors, or omissions, such that the *total aggregate of Jackson Group to all those named shall not exceed Jackson Group's total fee* for all expenses and services rendered on this project.

7. Client acknowledges that Jackson Group's reports, logs, field data, field notes, laboratory test data, calculations, estimates, permit applications and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by Jackson Group, they nonetheless shall, in some instances and as determined in the governing contract language, become the property of Client upon Client's payment in full of all Jackson Group invoices. Client recognizes that no such documents should be subject to unauthorized reuse; that is, reuse without written authorization of Jackson Group to do so. Such authorization is essential because it requires Jackson Group to evaluate the documents' applicability given new circumstances, not the least of which is passage of time. Accordingly, in return for Jackson Group's relinquishment of ownership, Client agrees to waive any claim against Jackson Group and defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss allegedly arising from unauthorized reuse of Jackson Group's instruments of service. Client further agrees to compensate Jackson Group for any time spent or expenses incurred by Jackson Group in defense of any such claim, in accordance with Jackson Group's prevailing fee schedule and expense reimbursement policy. Client agrees that Jackson Group may retain one set of documents for their files and use.

8. Client recognizes that conclusions regarding the assessed condition(s) of the site do not necessarily represent a warranty that all portions of the site are of the same quality. Specific conditions may not be observable or readily interpreted from available documents, but may become evident at a later date. Jackson Group will be responsible for data it collects, its interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. If project requires construction, Client recognizes that unanticipated or changed conditions may be encountered during construction. Client agrees to retain Jackson Group to monitor construction related towards Group permit requirements, and Jackson Group agrees to assign to the monitoring function persons qualified to observe and report on the quality of work performed by contractors, et al. Client recognizes that construction monitoring is a technique employed to minimize the risk of problems arising during construction. Provision of construction monitoring by Jackson Group is not insurance, nor does it constitute a warranty or guarantee of any type. In all cases, contractors, et al. shall retain responsibility for the quality of their work and for adhering to plans and specifications. Should Client for any reason not retain Jackson Group to monitor construction, or should Jackson Group for

any reason not perform construction monitoring during the full period of construction, it shall be deemed that Jackson Group shall not have had the ability to perform a complete service. Should Jackson Group for any reason not have the ability to perform a complete service, Client waives any claim against Jackson Group, and agrees to indemnify, defend and hold Jackson Group harmless from any claim or liability for injury or loss arising from problems during construction that allegedly result from findings, conclusions, recommendations, plans or specifications developed by Jackson Group. Client also agrees to compensate Jackson Group for any time spent and expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

10. The responsibility of Jackson Group's field representative(s) is to make observations and conduct field tests. This work does not include supervision or direction of the work of the contractor, his employees, or agents. The contractor should also be advised that neither the presence of Jackson Group's field representative nor the observation and testing by Jackson Group shall excuse him (contractor) in any way for defects discovered in his work. Any review and/or monitoring of the contractor's performance by Jackson Group do not include the contractor's safety measures on or near the construction site. The contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Unless specifically stated in Jackson Group's proposal, construction review and/or monitoring is not included in the scope of services. As indicated in item 9 above, Jackson Group should be allowed to perform construction monitoring services; a separate proposal will be prepared after construction documents are available.

11. If soil, rock, water and/or other samples are obtained from the project site, such samples are the property of Client. Jackson Group will preserve such samples for no longer than ninety (90) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. In some cases, such as biotic samples, samples may be transferred to an approved museum for perpetual storage. Further storage or transfer of samples will be made at Client's expense. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from Jackson Group's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which Jackson Group is exposed, Client agrees to waive any claim against Jackson Group, and to defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss arising from Jackson Group's containing, labeling, transporting, testing, storing or other handling of contaminated

samples. Client also agrees to compensate Jackson Group for any time spent and expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

12. Unless otherwise agreed, Client or Owner will furnish right-of-entry on the land and/or facilities for Jackson Group for exploration and perform necessary sampling. Jackson Group will take reasonable precautions to minimize damage to said land or facilities from use of Jackson Group's equipment and operations. If Client or Owner desires Jackson Group to restore the land or facilities to their former conditions, this will be accomplished at the expense of the Client or Owner.

13. In the execution of Client's work, Jackson Group will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client and Owner agree to hold Jackson Group harmless for any damages to subterranean structures or utilities which are not called to Jackson Group's attention, or are not correctly shown on the plans furnished.

14. Client agrees to advise Jackson Group about the presence of any known hazardous substances or any known conditions(s) existing in, on, or near the site presenting a potential danger to human health or the environment. If during performance of services, any unforeseen hazardous substances or other unforeseen conditions or occurrences, in, on, or near the site presenting a potential danger to human health or the environment are encountered which, in the judgment of Jackson Group, significantly affect or may affect the services or the recommended scope of services, Jackson Group will promptly notify Client thereof. Subsequent to that notification, Client and Jackson Group agree to pursue one of the following options:

    a. If practicable, in the judgment of Jackson Group, the original scope of services will be completed in accordance with the procedures originally intended in Jackson Group's proposal for services.

    b. The scope of services will be modified and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated therein;

    c. The services for the work in Jackson Group's proposal will be terminated, effective on the date specified in writing by Jackson Group, and Jackson Group shall recover any extra charges associated with the previously unforeseen conditions or occurrences, as well as any charges up to such date for the originally proposed services.

15. Neither the Client nor Jackson Group may delegate, assign, sublet or transfer their duties or interest, as described in the Standard Terms and Conditions and accompanying proposal,

without the written consent of the other party. Unless stated otherwise, Jackson Group's proposal is firm for 90 days.

16. In the event that a dispute should arise relating to the performance of the services to be provided under the Standard Terms and Conditions and the proposal, it is agreed that the dispute shall be mediated. Should mediation fail and litigation result, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

17. The law of the State of Kentucky in Madison County will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

18. Jackson Group may submit to Client an opinion of the probable cost required to construct work. Jackson Group is not a construction cost estimator or construction contractor, nor should Jackson Group's rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. Jackson Group's opinion will be based solely upon their own experience with construction. This requires Jackson Group to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which Jackson Group has no control. Given the assumptions which must be made, Jackson Group cannot guarantee the accuracy of their opinions of cost, and-in recognition of that fact-Client waives any claim against Jackson Group relative to the accuracy of Jackson Group's opinion of probable cost.

19. Client or Jackson Group may terminate this Agreement upon fourteen (14) days' written notice to the other for reasons included in the notice. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, Client shall within thirty (30) calendar days of termination remunerate Jackson Group for services rendered and costs incurred, in accordance with Jackson Group's prevailing fee schedule and expense reimbursement policy. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables, and so on.

20. Client shall not be liable to Jackson Group and Jackson Group shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Jackson Group, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

21. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility between Client and Jackson Group shall survive the completion of the services hereunder and the termination of this Agreement.

22. Jackson Group shall indicate to Client the information needed for rendering of services hereunder, and Client shall provide to Jackson Group such information as is available to Client. Client recognizes that it is not possible for Jackson Group to assure the sufficiency of such information, either because it is not possible to do so, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client waives any claim against Jackson Group , and agrees to defend, indemnify and hold Jackson Group harmless from any claim or liability for injury or loss allegedly arising from errors, omissions or inaccuracies in documents or other information provided to Jackson Group by Client. Further, Client agrees to compensate Jackson Group for any time spent or expenses incurred by Jackson Group in defense of any such claim, with such compensation to be based upon Jackson Group's prevailing fee schedule and expense reimbursement policy.

23. If, for any reason, any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. SIGNATURES

The parties hereto have executed this Contract Agreement effective as of the date indicated on the first page.

1586 Boonesborough Road| Richmond, Kentucky 40475 | Phone: 859-623-0499 | Fax: 859-623–2676 | www.jacksonenvironmental.com

Company name: Jackson Environmental Consulting Services, LLC

By: _____

Print name: Jeremy L. Jackson, MS, CE, AWB

Title: President/Ecologist

Date: _____

Company name: _____

By: _____

Print name:

Title: _____

Date: _____

EXHIBIT B

REQUEST FOR QUALIFICATIONS

Lexington-Fayette
Urban County Government

Request for Qualifications

The Lexington-Fayette Urban County Government hereby requests proposals for **RFQ #62-2022 North Limestone Improvements Project** 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 **December 1, 2022.** 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 (25 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. Local employment of the project team (5 Points)
5. 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

North Limestone Improvements Project – Mid-Block between Fairlawn Avenue and Withers Avenue to New Circle Road

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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 – Scott Gabbard, P.E.
Location – North Limestone from mid-block between Fairlawn Ave. and Withers Ave. to New Circle Rd. (See Exhibit 1)
Funding – Surface Transportation Program (SLX) – Federal Funds
Facility – Approximately 0.45 miles of roadway improvements.

PREQUALIFICATION

To respond to this project the Consultant 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

North Limestone from mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road, is a 0.45 mile minor arterial roadway maintained by the Lexington-Fayette Urban County Government. An ongoing multi-year regional roadway and drainage reconstruction project, (Meadows-Northland-Arlington (MNA)), will impact this project area in a few years. New large-diameter storm sewers along North Limestone will be necessary to correct localized flooding and to accommodate other upstream phases of the MNA project. The new system's construction will affect much of the street and sidewalk area. The project scope entails a complete roadway and sidewalk rebuild with a new drainage system that will meet the needs of future upstream watershed drainage

improvements. The project will also include a drainage study to assess the downstream impacts of the proposed storm sewers.

DESCRIPTION

Essential features of the *North Limestone Improvements Project* include:

- Upgrade North Limestone from mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road from a rural to an urban cross section. Note: Limited improvements may be needed at New Circle Road.

- From mid-block between Fairlawn Avenue and Withers Avenue to New Circle Road, rebuild the North Limestone roadway adding sidewalks, curbs, gutters, and storm sewers. A large storm sewer trunk line will need to accommodate current and future needs of the upstream MNA project areas.

- Perform a drainage study to assess the downstream impacts of the proposed storm sewers.

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. Cross sections shall extend far enough into the property to evaluate the impact of the design on the property drainage.
- 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 hydro excavating.

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.

Perform a hydrologic and hydraulic analysis of the existing downstream drainage system, up to the RJ Corman railroad underpass on New Circle Road, to evaluate the impact of runoff from the proposed storm sewers.

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:

- Results and analysis of the drainage study
- Summary reports of utility impacts, property impacts, and permitting as outlined in their respective sections
- 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 planrooms, 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 off 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.

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 Division of Engineering office or the KYTC D7 office, as deemed appropriate.

Meet to review design intent	20 days
Submit preliminary plans to LFUCG and utility companies	270 days
Meet with LFUCG et al., to review preliminary plans	280 days
Hold public meeting - open house format	300 days

Submit final plans	360 days
Meet with LFUCG et al., to review final plans	380 days
Submission of completed final plans	420 days
Preparation of ROW/easement plats and descriptions	440 days

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 (25 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)
- Local employment of the project team (5 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 C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/26/2024

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
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	The Charter Oak Fire Insurance Company	25615
INSURER B:	Phoenix Insurance Company	25623
INSURER C:	Travelers Property Casualty Company of Ame	25674
INSURER D:	Travelers Casualty and Surety Company	19038
INSURER E:	National Fire & Marine Insurance Company	20079
INSURER F:		

INSURED
Prime AE Group, Inc.
8415 Pulsar Place, Suite 300
Columbus, OH 43240

COVERAGES **CERTIFICATE NUMBER:** W32709462 **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 X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y		P-630-2W502269-COF-24	01/01/2024	01/01/2025	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		810-2W545510-24-43-G	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-2W548898-24-43	01/01/2024	01/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-2W547736-24-43-G	01/01/2024	01/01/2025	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
E	Professional Liability			42-EPP-325975-02	01/01/2024	01/01/2025	Per Claim Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: North Limestone Improvements Project - Mid-Block between Fairlawn Avenue and Withers Avenue to New Circle Road

Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER

Lexington-Fayette Urban County Government
and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest
200 East Main Street, 3rd Floor
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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SR ID: 25476431 BATCH: 3348457

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		Prime AE Group, Inc. 8415 Pulsar Place, Suite 300 Columbus, OH 43240
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability policy shall be Primary with any other insurance in force for or which may be purchased by Lexington-Fayette Urban County Government.

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Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0287-24

File ID:	0287-24	**Type:**	Resolution	**Status:**	Approved
Version:	2	**Contract #:**	071-2024	**In Control:**	Urban County Council
				File Created:	03/11/2024
File Name:	Request Council authorization to submit a grant application to the Kentucky 911 Service Board in the amount of $132,516.59 for the purchase of hardware, servers, project management, installation services, and shipping of the Geo-Diverse Solacom Host Contr			**Final Action:**	03/21/2024

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. 911 Services Board, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $132,516.59 in Commonwealth of Ky. funds for the Div. of Enhanced 911, the acceptance of which obligates the Urban County Government for the expenditure of $14,724.07, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Enhanced 911, Patton]

Notes: Taken down to the MO to have signed on 3/26/2024. MS

Signed and filed in the CCO. Returned to Celia Moore and mario 3/27/2024. MS

Sponsors:		**Enactment Date:**	03/21/2024
Attachments:	2024 03 11 Bluesheet Memo KY911, AK Quote#001481 - CKY911 Host Controller HW Refresh 2024, 911 SB Supplemental Forms for Mayor Signature, 0287-24 (KY 911 Services Board Grant) 4873-8794-6670 v.1.doc, R-146-2024, Contract #071-2024	**Enactment Number:**	R-146-2024
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	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass

2	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024	
2	Urban County Council	03/21/2024	Suspended Rules for Second Reading			Pass
2	Urban County Council	03/21/2024	Approved			Pass

Text of Legislative File 0287-24

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute and submit a Grant Application to the Ky. 911 Services Board, to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $132,516.59 in Commonwealth of Ky. funds for the Div. of Enhanced 911, the acceptance of which obligates the Urban County Government for the expenditure of $14,724.07, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Enhanced 911, Patton]

Summary

Authorization to submit a Grant Application to the Kentucky 911 Service Board in the amount of $132,516.59 for the purchase of hardware, servers, project management, installation services, and shipping of the Geo-Diverse Solacom Host Controllers through its managed service provider, A.K. Associates, Inc. The Division of Enhanced 911 is responsible for the Central Kentucky 911 Network (CKy911Net). A match of $14,724.07 is required and requested in the FY 2025 Capital Fund Budget. (L0287-24) (Patton/Armstrong)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Ashleigh Bailey, 3/12/2024

Risk Management: N/A

Fully Budgeted: BA to follow if Grant awarded
Account Number:
This Fiscal Year Impact:
Annual Impact: $0
Project:
Activity:
Budget Reference:
Current Balance:

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: **MARCH 11, 2024**

SUBJECT: **Authorization to submit a grant application to the Kentucky 911 Service Board**

Request: Council authorization to submit a grant application to the Kentucky 911 Service Board in the amount of $132,516.59 for the purchase of hardware, servers, project management, installation services, and shipping of the Geo-Diverse Solacom Host Controllers through its managed service provider: A.K. Associates, Inc. The Lexington-Fayette Urban County Government's Division of Enhanced 911 is responsible for the Central Kentucky 911 Network (CKy911net), a Category 1 'Host/Remote' provider of selective routing/controller services and ALI/DBMS services for 911 agencies that have agreements with Lexington.

Purpose of the Request: Lexington's goal is to provide a cost-effective host/remote solution to 911 centers. CKy911net is an ESInet, that provides a highly reliable and cost-effective point-to-point delivery of 911 calls throughout the state. The overall IP network is provided by Windstream via their multi-node Multi-Protocol Label Switching (MPLS) managed by Kentucky Postsecondary Education Network (KPEN). Lexington has a managed service provider, A.K. Associates, Inc., under a long-term contract to provide Solacom-trained technicians who are available 24 hours a day and are capable of providing rapid remote diagnostics and on-site support for major technical issues within two (2) hours anywhere in Kentucky.

Refreshing the Solacom Controllers helps to ensure reliable delivery of 911 calls to and between participating counties throughout the state. The two Geo-Diverse controllers support 100 remote call-taking positions in 30 PSAPs serving 34 counties in the Commonwealth. Host controllers are connected to Lexington's selective router and deliver the 911 call to the appropriate 911 center based on the ESN. Having agencies use Lexington's host controller resources, versus individual ownership of similar controllers and licenses by each PSAP, is a cost-efficient approach that is in full compliance with Kentucky's NG911 plan. The Division of Enhanced 911 has requested capital funds in FY25 for $14,724.07, which represents 10% of the total expense.

The cost in this budget year and future budget years: $147,240.66 is the cost in FY2025. If grant is awarded, a match is required in FY25 in the amount of $14,724.07 in 911capital funds There are no anticipated costs in future budget years.

Are the funds budgeted? No, funds are not yet budgeted. If the Kentucky 911 Board approves the grant request, a budget amendment will be initiated.

File Number: 0287-24

Director/Commissioner: Patton/Armstrong



We have prepared a quote for you

HW Refresh CKy911net

Quote # 001481
Version 1

Prepared for:

Fayette County, KY

Jonelle Patton-Edwards
jpatton@lexington911.ky.gov

PO Box 2880
Concord, NH 03302
http://www.akassociates911.com/
(603) 432-5755

Friday, March 08, 2024

Fayette County, KY
Jonelle Patton-Edwards
115 Cisco Road
Lexington, KY 40504
jpatton@lexington911.ky.gov

Dear Jonelle,

Thank you for giving us the opportunity to provide Fayette County, KY with a quote for HW Refresh CKy911net. We are excited to work with you. Should you have any questions on this project please feel free to reach out to any member of the AK Associates team!

Beth Stankus

Beth Stankus
Manager of Accounting
AK Associates

PO Box 2880
Concord, NH 03302
http://www.akassociates911.com/
(603) 432-5755

Central Equipment A

Description		Price	Qty	Ext. Price
P-IQ500	**IQ500 Chassis Kit**	$3,742.10	1	$3,742.10
P-HDVOIP	**High Density 512 Port VoIP Card**	$17,193.65	1	$17,193.65
P-ENH ADMIN-R-GA-5YS+	**Administrative Server** *Includes 5 year Support*	$7,550.90	1	$7,550.90
P-STD APP-GA-5YS+	**Application Server** *Includes 5 year Support*	$8,078.75	1	$8,078.75
P-ESK-GEO-C	**Switch Kit Geo-Diverse System Cisco**	$5,993.80	1	$5,993.80
P-FORTIFw-Geo-HA	**High Avail. Fortinet Firewall Geo**	$2,116.00	1	$2,116.00
P-IOBox-4Out-24In	**Relay I/O Box - 4 Outputs / 24 Inputs**	$829.15	1	$829.15
P-ENH MIS-5YS+	**Enhanced MIS Server** *Includes 5 year Support*	$7,771.70	1	$7,771.70

Re-using:

1 x 42U cabinet (2014)
2 x 4-port IP to Serial device (2014)
2 x 20A Power Bar (2019)
1 x 4G SMS Modem (2023)
1 x Guardian Controller License (2014)
1 x Guardian Geo-Diverse MIS License (2014)

Subtotal: **$53,276.05**

Central Equipment B

Description		Price	Qty	Ext. Price
P-IQ500	**IQ500 Chassis Kit**	$3,742.10	1	$3,742.10
P-HDVOIP	**High Density 512 Port VoIP Card**	$17,193.65	1	$17,193.65
P-ENH ADMIN-GB-5YS+	**Administrative Server** *Includes 5 year Support*	$7,550.90	1	$7,550.90

PO Box 2880
Concord, NH 03302
http://www.akassociates911.com/
(603) 432-5755

Central Equipment B

Description		Price	Qty	Ext. Price
P-STD APP-GB-5YS+	**Application Server** *Includes 5 year Support*	$8,078.75	1	$8,078.75
P-ESK-GEO-C	**Switch Kit Geo-Diverse System Cisco**	$5,993.80	1	$5,993.80
P-FORTIFw-Geo-HA	**High Avail. Fortinet Firewall Geo**	$2,116.00	1	$2,116.00
P-IOBox-4Out-24In	**Relay I/O Box - 4 Outputs / 24 Inputs**	$829.15	1	$829.15
P-ENH MIS-5YS+	**Enhanced MIS Server** *Includes 5 year Support*	$7,771.70	1	$7,771.70
Re-using: *1 x 42U cabinet (2014)* *2 x 4-port IP to Serial device (2014)* *1 x 4G SMS Modem (2023)* *1 x Guardian Controller License (2014)* *1 x Guardian Geo-Diverse MIS License (2014)*				

Subtotal: **$53,276.05**

Professional Services

Description		Price	Qty	Ext. Price
SV-InstDaily	**Installation Services - Daily Rate**	$1,300.00	2	$2,600.00
SV-SBC Setup	**SBC config & setup for 1 Network**	$1,300.00	2	$2,600.00
SV-T&L1stD	**Travel and Living Expenses - First Day**	$1,700.00	1	$1,700.00
SV-T&LSubD	**Travel and Living Expenses - Daily**	$255.00	2	$510.00
SV-FORTISBC	**SBC config & setup**	$650.00	2	$1,300.00
SV-ServerSetup	**Server Configuration Update** *Import existing Database and tune existing configuration for usability with newer servers and Operating system. Load updated config onto new servers.*	$900.00	6	$5,400.00

PO Box 2880
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(603) 432-5755

Professional Services

Description		Price	Qty	Ext. Price
SV-SiteAudit	**System Refresh Audit** *System technical audit:* *- Audit coordination* *- Assess system design, connectivity, user interface usage, call flow and site conditions* *- Review system changes from original to determine changes required for new updated configuration manual* *- Review, determine and produce system upgrade plan based on current configuration*	$4,000.00	1	$4,000.00
SV-MISTR-G	**MIS Data Transfer Geo SVR**	$1,045.00	1	$1,045.00
SV-PSUpgrade	**Professional Services Refresh**	$12,900.00	1	$12,900.00
SV-PMDaySd	**Secondary Project Management -Daily Rate**	$965.00	6	$5,790.00

Subtotal: **$37,845.00**

Warranty/Maintenance

Description		Price	Qty	Ext. Price
MT-Warranty	**Guardian First Year HW Warranty** *The Guardian first year warranty covers all Hardware for the first year.*	$0.00	1	$0.00
MT-HSGUARD-06	**Guardian Hardware Support - Year 6** *The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. UPS, Individually purchased; Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.*	$1,003.55	1	$1,003.55

Subtotal: **$1,003.55**

Shipping

Description		Price	Qty	Ext. Price
ShippingFee	**Shipping and Handling Charges**	$1,840.00	1	$1,840.00

Subtotal: **$1,840.00**

PO Box 2880
Concord, NH 03302
http://www.akassociates911.com/
(603) 432-5755

Payment Terms

Description	Qty
Terms of Sale: • Hardware and software will be invoiced upon shipment • Services will be invoiced upon completion • Payment Terms are Net 30	

PO Box 2880
Concord, NH 03302
http://www.akassociates911.com/
(603) 432-5755

HW Refresh CKy911net

Prepared by:

AK Associates

Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Fayette County, KY

115 Cisco Road
Lexington, KY 40504
Jonelle Patton-Edwards
(859) 280-8184
jpatton@lexington911.ky.gov

Quote Information:

Quote #: 001481

Version: 1
Delivery Date: 03/08/2024
Expiration Date: 05/28/2024

Quote Summary

Description	Amount
Central Equipment A	$53,276.05
Central Equipment B	$53,276.05
Professional Services	$37,845.00
Warranty/Maintenance	$1,003.55
Shipping	$1,840.00
Total:	**$147,240.65**

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Signature: Beth Stankus

Name: Beth Stankus

Title: Manager of Accounting

Date: 03/08/2024

Fayette County, KY

Signature: _____

Name: Jonelle Patton-Edwards

Date: _____

Assurances

Acceptance of terms and conditions

The grantee accepts and agrees to comply with all grant terms and conditions. The grantee understands that grants are contingent upon Board review and approval, the availability of funds and an application may only receive partial funding.

Disclaimer

The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Kentucky 911 Services Board and any other remedy provided by law.

Notification of Awards

The Kentucky 911 Services Board will announce awards upon approval.

Changes

No changes or departures from the original proposal shall be permitted unless the Kentucky 911 Services Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds.

Failure to utilize grant funds as represented may jeopardize eligibility for future funding.

*KWIEC Approval Tracking Number (*radio projects only)*not required for radio console projects**

Any project involving radio equipment, with the exception of radio consoles, must have prior approval from the Kentucky Wireless Interoperability Executive Committee (KWIEC). If applicable, provide KWIEC tracking number here _____.

Authority

I hereby affirm my authority and responsibility for the use of funds requested and further certify that all statements and supporting data in the grant application are true and correct.

_____ _____

Authorizing Official's Signature Date

_____

Printed Name

Subscribed and sworn before me this _____ day of _____ 20 _____

_____

Notary Public

(Notary Stamp Must Be Visible)



<u>Include</u> this Page in your Application

Assurances
Page: 1

Kentucky 911 Services Board Grant

Proper Procurement Declaration

Grant applicant name: Lexington Division of E911

Project title: Host Controller Refresh 2024

All grant applicants must complete the procurement process in advance of submission of the application. ***All vendor quotes and bids pricing must be valid through 8/31/2024.***

Please check the box to identify the procurement method followed. The documentation provided MUST match the amount requested.

- ☐ **A) Official Request for Proposal (RFP) Completed**
- ☐ **B) Items to be purchased on State Price Contract**
- ☒ **C) Items to be purchased qualify for sole source exemption**
- ☐ **D) Items to be purchased do not exceed $30,000**

Requirements for each of the above selections are identified below:

A) Official Request for Proposal (RFP) completed

Vendor Selected: _____

Other vendors that Responded: _____

Please include the following documentation if Option A was selected:

- **A copy of the official RFP (should include the scoring criteria).**
- **A copy of the RFP advertisement.**
- **A copy of each response to the RFP (a few important pages including quote and description of services to be provided is sufficient).**
- **A narrative describing why the winning bid was chosen.**

Include this Page in your Application

B) Items to be purchased on State Price Contract

Vendor selected: _____

Master agreement (MA) #: _____

Item #(s): _____

Please include the following documentation if Option B was selected:

- **A copy of the vendor quote valid through 8/31/2024 and description of services to be provided.**

C) Items to be purchased qualify for sole source exemption

Vendor selected: Kraus Associates Inc. d/b/a AK Associates

Please include the following documentation if Option C was selected:

- **A copy of the vendor quote valid through 8/31/2024 and description of services to be provided.**
- **A narrative signed by your purchasing official (County/City Treasurer or the equivalent) justifying the Sole Source Exemption.**

D) Items to be purchased do not exceed $40,000

Vendor selected: _____

- **Locations of solution hosts:**

This form MUST be signed by your purchasing official (county/city treasurer or the equivalent).

"I certify that the information reported in this document is true and the Kentucky Model Procurement Code (KRS 45A) was followed in deciding how to purchase the items requested in this grant application."

Signature	Title	Date

Include this Page in your Application

RESOLUTION NO. _____-24

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY 911 SERVICES BOARD, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $132,516.59 IN COMMONWEALTH OF KENTUCKY FUNDS FOR THE DIVISION OF ENHANCED 911, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $14,724.07, 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 the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky 911 Services Board and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $132,516.59 in Commonwealth of Kentucky funds for the Division of Enhanced 911, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of $14,724.07.

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:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0287-24:ANB:4873-8794-6670, v. 1

RESOLUTION NO. 146 -24

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE KENTUCKY 911 SERVICES BOARD, TO PROVIDE ANY ADDITIONAL INFORMATION REQUESTED IN CONNECTION WITH THIS GRANT APPLICATION, AND TO ACCEPT THIS GRANT IF THE APPLICATION IS APPROVED, WHICH GRANT FUNDS ARE IN THE AMOUNT OF $132,516.59 IN COMMONWEALTH OF KENTUCKY FUNDS FOR THE DIVISION OF ENHANCED 911, THE ACCEPTANCE OF WHICH OBLIGATES THE URBAN COUNTY GOVERNMENT FOR THE EXPENDITURE OF $14,724.07, 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 the Grant Application, which is attached hereto and incorporated herein by reference, to the Kentucky 911 Services Board and to provide any additional information requested in connection with this Grant Application, and to accept this Grant if the application is approved, which Grant funds are in the amount of $132,516.59 in Commonwealth of Kentucky funds for the Division of Enhanced 911, the acceptance of which obligates the Lexington-Fayette Urban County Government for the expenditure of $14,724.07.

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 21, 2024

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0287-24:ANB:4873-8794-6670, v. 1

Assurances

Acceptance of terms and conditions

The grantee accepts and agrees to comply with all grant terms and conditions. The grantee understands that grants are contingent upon Board review and approval, the availability of funds and an application may only receive partial funding.

Disclaimer

The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant, return of all funds and interest accrued (if any), to the Kentucky 911 Services Board and any other remedy provided by law.

Notification of Awards

The Kentucky 911 Services Board will announce awards upon approval.

Changes

No changes or departures from the original proposal shall be permitted unless the Kentucky 911 Services Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds.

Failure to utilize grant funds as represented may jeopardize eligibility for future funding.

*KWIEC Approval Tracking Number (*radio projects only)*not required for radio console projects**

Any project involving radio equipment, with the exception of radio consoles, must have prior approval from the Kentucky Wireless Interoperability Executive Committee (KWIEC). If applicable, provide KWIEC tracking number here _____.

Authority

I hereby affirm my authority and responsibility for the use of funds requested and further certify that all statements and supporting data in the grant application are true and correct.

Linda Gorton
Authorizing Official's Signature

3/26/2024
Date

Linda Gorton
Printed Name

Subscribed and sworn before me this 26th day of March 2024

Mackenzie Stark
Notary Public
(Notary Stamp Must Be Visible)

ID# KYNP82853

Include this Page in your Application

Assurances
Page: 1

Kentucky 911 Services Board Grant

Proper Procurement Declaration

Grant applicant name: Lexington Division of E911

Project title: Host Controller Refresh 2024

All grant applicants must complete the procurement process in advance of submission of the application. All vendor quotes and bids pricing must be valid through 8/31/2024.

Please check the box to identify the procurement method followed. The documentation provided MUST match the amount requested.

- ☐ A) Official Request for Proposal (RFP) Completed
- ☐ B) Items to be purchased on State Price Contract
- ☒ C) Items to be purchased qualify for sole source exemption
- ☐ D) Items to be purchased do not exceed $30,000

Requirements for each of the above selections are identified below:

A) Official Request for Proposal (RFP) completed

Vendor Selected: _____

Other vendors that Responded: _____

Please include the following documentation if Option A was selected:

- A copy of the official RFP (should include the scoring criteria).
- A copy of the RFP advertisement.
- A copy of each response to the RFP (a few important pages including quote and description of services to be provided is sufficient).
- A narrative describing why the winning bid was chosen.

Include this Page in your Application

B) Items to be purchased on State Price Contract

Vendor selected: _____

Master agreement (MA) #: _____

Item #(s): _____

Please include the following documentation if Option B was selected:

- **A copy of the vendor quote valid through 8/31/2024 and description of services to be provided.**

C) Items to be purchased qualify for sole source exemption

Vendor selected: Kraus Associates Inc. d/b/a AK Associates

Please include the following documentation if Option C was selected:

- **A copy of the vendor quote valid through 8/31/2024 and description of services to be provided.**
- **A narrative signed by your purchasing official (County/City Treasurer or the equivalent) justifying the Sole Source Exemption.**

D) Items to be purchased do not exceed $40,000

Vendor selected: _____

- **Locations of solution hosts:**

This form MUST be signed by your purchasing official (county/city treasurer or the equivalent).

"I certify that the information reported in this document is true and the Kentucky Model Procurement Code (KRS 45A) was followed in deciding how to purchase the items requested in this grant application."

Todd Slaton	Director of Procurement	3/26/2024
Signature	Title	Date

Include this Page in your Application

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0289-24

File ID: 0289-24 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 053-2024 **In Control:** Urban County Council

File Created: 03/12/2024

File Name: Pralltown Neighborhood Park Center Concession Agreement **Final Action:** 03/21/2024

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Pralltown Neighborhood Association, Inc., for the management and operation of the Pralltown Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Notes: In office 3/20/2024. MS

Stamped and filed in the CCO. Returned to Roger Daman via scans 3/22/2024. MS

Sponsors:

Enactment Date: 03/21/2024

Attachments: Blue Sheet Memo - Concession Agreement - Pralltown NPC - Signed - Updated, Pralltown Neighborhood Park Center Concession Agreement - Updated, LexParks-NeighborhoodCenters-Photos-Pralltown Highlighted, Neighborhood Center Agreements - infographic, 0289-24 Resolution 4880-0043-6397 v.1.docx, R-147-2024, Contract #053-2024

Enactment Number: R-147-2024

Deed #:

Hearing Date:

Drafter: Roger Daman

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	03/19/2024	Approved and Referred to Docket	Urban County Council	03/21/2024		Pass
1	Urban County Council	03/21/2024	Received First Reading	Urban County Council	03/21/2024		
1	Urban County Council	03/21/2024	Suspended Rules for Second Reading				Pass
1	Urban County Council	03/21/2024	Approved				Pass

Text of Legislative File 0289-24

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Concession Agreement with Pralltown Neighborhood Association, Inc., for the management and operation of the Pralltown Neighborhood Park Center, at a cost estimated not to exceed $6,000 in FY 2025, subject to sufficient funds being appropriated in future fiscal years. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute a Concession Agreement with the Pralltown Neighborhood Association for the management and operation of the Pralltown Neighborhood Park Center, located at 190 Prall Street, for a two (2) year term, with an automatic renewal period of two (2) years. The neighborhood association is eligible for financial stipends and allowances, up to $6,000 per year. Funds have been requested in the FY 2025 Budget. (L0289-24) (Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes - Emilee Buttrum - 9/20/2023

Risk Management: No

Fully Budgeted [select]: requested in the FY 2025 Budget

Account Number: 1101-707606-7641-75101-775

This Fiscal Year Impact: up to a total of $6,000 per year.

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: March 12, 2024

SUBJECT: Neighborhood Park Center Concession Agreement
Pralltown Neighborhood Association

Request:

Request Council authorization to execute a Concession Agreement with the Pralltown Neighborhood Association for the management and operation of the Pralltown Neighborhood Park Center, located at 190 Prall Street.

Purpose:

Parks & Recreation has traditionally longstanding partnerships with neighborhood associations for the management and operation at neighborhood park center facilities. The Concession Agreement formally extends and further defines the partnership roles and responsibilities for community programming at the facility, through the guiding principles of *1) Neighborhood Engagement and Activation, and 2) Shared Governance and Accountability.* The concession agreement allows for neighborhood associations to designate Center Keyholders, who manage public access and community programming, on behalf of the neighborhood association. Rental income is retained by the neighborhood association, solely for reinvestment in community programming and public benefit. Biannual financial reports are required for submission to Parks and Recreation. The neighborhood association will procure and maintain commercial general liability insurance in the amount of $2 million, as well as worker's compensation insurance. Parks and Recreation will be responsible for utility and capital improvement costs at the facility. The initial term of the agreement is for 2 years, with an automatic renewal for additional 2 years.

Budgetary Implication:

The neighborhood association is eligible for financial stipends and allowances, up to a total of $6,000 per year. Funds have been requested in the FY 25 budget.

File Number: 0289-24

Director / Commissioner: Monica Conrad / Chris Ford

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **April, 2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Pralltown Neighborhood Association Inc.**, a Kentucky nonprofit corporation, with a principal address located at 190 Prall Street (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Pralltown Neighborhood Park Center** located at 190 Prall St., Lexington, KY 40504 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. **RECITALS INCORPORATED; DEFINITIONS.** The recitals above are hereby incorporated into and made part of this Agreement. In addition to the terms defined elsewhere in this Agreement, the terms set forth below shall have the following meanings for the purpose of this Agreement:

   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

b. **"Division of Parks & Recreation"** means the administrative and operational authority for public parks, open spaces, and recreational facilities on behalf of LFUCG.

c. **"Neighborhood Association"** means a formally organized group of residents, as recognized with non-profit status through the Kentucky Secretary of State's office, who volunteer to lead in neighborhood advocacy, safety, and general public interest. The members of Neighborhood Association leadership are duly elected and / or appointed by eligible members of respective organization, independently of LFUCG regulation or oversight.

d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

Park Name	Street Address	Zip Code
Coolavin Park	550 W. Sixth Street	40508
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Oakwood Park	1050 Briarwood Drive	40511
Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

f. **"Rental Event Maintenance Stipend"** means the monetary amount (up to $5,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for expenses incurred to procure supplemental janitorial and housekeeping services to support rental events and

programs at the Center. Eligible expenses that may be reimbursed under the Rental Event Maintenance Stipend include, but are not limited to, building cleaning, emergency contract services, deep cleaning, window cleaning, and floor cleaning and/or maintenance at the Center. Reimbursement will only be considered for eligible services provided by a person or business entity that is lawfully registered or authorized to do business in the Commonwealth of Kentucky and holds a valid occupational license from the LFUCG Division of Revenue to do business in Lexington-Fayette County.

g. **"Rental Fee Income"** means the monetary amount assessed and collected by the Neighborhood Association from residents, groups, or organizations to host an event at the Center during a reserved date and time.

2. EXHIBITS. This Agreement consists of the provisions herein as well as the following additional documents, which are attached hereto as exhibits and incorporated by reference as if fully stated:

a. **Exhibit "A"** – Center Management Rules and Regulations
b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C" –** Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. TERM OF AGREEMENT. Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. CENTER CONCESSIONS. LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the **Neighborhood Association at the following:**

Betty Boyd
195 Eagle St
Lex, Ky 40508

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: _____ Date: _____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
[REGISTERED NAME OF NEIGHBORHOOD ASSOCIATION]

By: Betty Boyd [sign] Date: 3-4-24
Name: Betty Boyd [print]
Position: President

By: Felice Boyd [sign] Date: 3-4-24
Name: Felice Boyd [print]
Position: Treasurer

By: Betty Boyd [sign] Date: 3-4-24
Name: Betty Boyd [print]
Position: Center Keyholder



Coolavin Park

550 W. 6th St. • 40508

1st District



Douglass Park

726 Georgetown St. • 40511

1st District



Green Acres Park

1560 La Salle Rd. • 40511

1st District



Highlands Park

1991 Mark Ave. • 40511

2nd District



Lou Johnson Park

190 Prall St. • 40508

3rd District



Marlboro Park

1970 Benton Pl. • 40505

1st District



Martin Luther King Park

1625 Mc Cullough Dr. • 40511

1st District



Meadowthorpe Park

333 Larch Ln. • 40511

11th District



Oakwood Park

1050 Briarwood Dr. • 40511

1st District



Valley Park

2077 Cambridge Dr. • 40504

11th District



Whitney Young Park

1033 St. Martins Ave. • 40511

2nd District

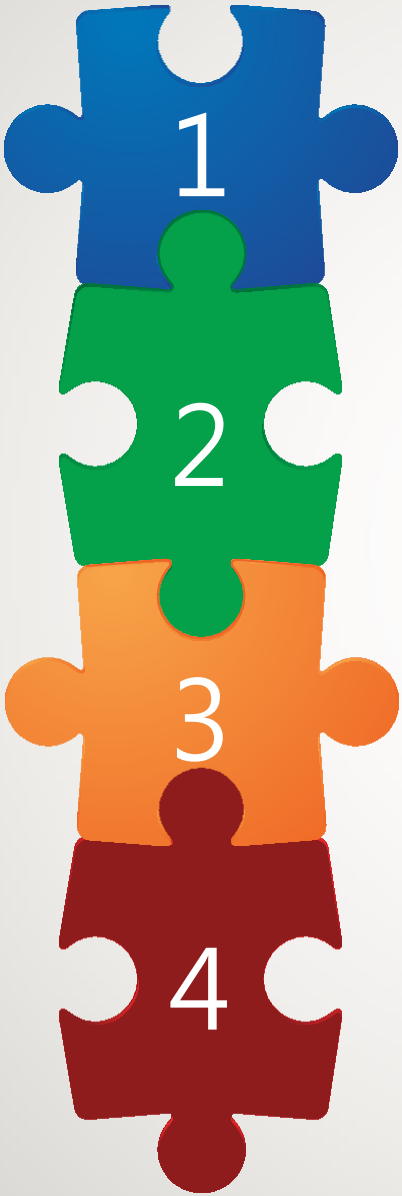


Woodhill Park

457 Larkwood Dr. • 40509

7th District

Concession Agreement
Neighborhood Park Centers



Neighborhood Engagement and Activation

Neighborhood Associations designate the Center Keyholders
Public access and community programming managed by NAs.
Rental income retained by NA, solely for community programs

Shared Governance and Accountability

Keyholder / NA reporting ensures safety & fiscal compliance
Parks fully responsible for utility & capital maintenance costs

✓ Parks' Annual Utility Costs = $100,000

Public Risk Mitigation Allowance (PRMA)

Neighborhoods retain Commercial General Liability Insurance
Cost reimbursement to neighborhoods, up to $1,000 per year

✓ Proposed Annual Incentives = $12,000

Rental Event Maintenance Stipend (REMS)

Commercial Janitorial / Housekeeping Services at NP Centers
Cost reimbursement to neighborhoods, up to $5,000 per year

✓ Proposed Annual Incentives = $60,000

LEXINGTON 1782

RESOLUTION NO. _____ - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH PRALLTOWN NEIGHBORHOOD ASSOCIATION, INC., FOR THE MANAGEMENT AND OPERATION OF THE PRALLTOWN NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Pralltown Neighborhood Association, Inc., for the management and operation of the Pralltown Neighborhood Park Center.

Section 2 – That an amount, estimated not to exceed $6,000.00 in FY2025, subject to sufficient funds being appropriated in future fiscal years, be and hereby is approved for payment to Pralltown Neighborhood Association Inc., from account # 1101 – 707606 - 75101, pursuant to the terms of the Concession 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
0289-24:CWE:4880-0043-6397, v. 1

RESOLUTION NO. 147 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONCESSION AGREEMENT WITH PRALLTOWN NEIGHBORHOOD ASSOCIATION, INC., FOR THE MANAGEMENT AND OPERATION OF THE PRALLTOWN NEIGHBORHOOD PARK CENTER, AT A COST ESTIMATED NOT TO EXCEED $6,000.00 IN FY2025, SUBJECT TO SUFFICIENT FUNDS BEING APPROPRIATED IN FUTURE FISCAL YEARS.

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 Concession Agreement, which is attached hereto and incorporated herein by reference, with Pralltown Neighborhood Association, Inc., for the management and operation of the Pralltown Neighborhood Park Center.

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

PASSED URBAN COUNTY COUNCIL: March 21, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0289-24:CWE:4880-0043-6397, v. 1

NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT

THIS NEIGHBORHOOD PARK CENTER CONCESSION AGREEMENT (the "Agreement"), made and entered into this **1st** day of **January**, **2024**, (the "Effective Date"), by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statues, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LFUCG"), and **Pralltown Neighborhood Association Inc.**, a Kentucky nonprofit corporation, with a principal address located at 190 Prall Street (the "Neighborhood Association").

RECITALS

WHEREAS, LFUCG is the owner of the **Pralltown Neighborhood Park Center** located at 190 Prall St., Lexington, KY 40504 (the "Center"); and

WHEREAS, the Neighborhood Association wishes to retain and perform the delegated, onsite management of the Center for purpose of all activities, functions, gatherings, and rentals; and

WHEREAS, the parties have agreed to enter into this Agreement regarding management and operation of the Center, based upon the guiding principles of 1) Neighborhood Engagement and Activation and 2) Shared Governance and Accountability, as further defined in Sections 5 and 6, respectively, of this Agreement.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

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   a. **"Center Keyholder"** means the neighborhood association member and resident who serves as the primary point of contact for public access to the Neighborhood Park Center. The Center Keyholder coordinates the scheduling and reservation of rental events with the general public. The Center Keyholder also is a liaison to LFUCG Parks and Recreation for general maintenance and repairs at the Center. The Center Keyholder assists the Neighborhood Association with activity and financial reporting required to be submitted to LFUCG Parks and Recreation.

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d. **"Neighborhood Park Center"** means one of the 12 single-story public facilities owned by LFUCG and located at parks throughout the Lexington-Fayette County that will be managed by the Neighborhood Association pursuant to this Agreement. The Neighborhood Park Centers are listed below:

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Valley Park	2077 Cambridge Drive	40504
Whitney Young Park	1033 St. Martins Avenue	40511
Woodhill Park	457 Larkwood Drive	40509

e. **"Public Risk Mitigation Allowance"** means the monetary amount (up to $1,000.00 during each fiscal year, being July 1-June 30) reimbursed by LFUCG to the Neighborhood Association for the costs of the required insurance policy premiums under this Agreement.

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b. **Exhibit "B"** – Center Rental Agreement
c. **Exhibit "C"** – Biannual Financial Report
d. **Exhibit "D"** – Rental Event Maintenance Stipend (REMS) Form
e. **Exhibit "E"** – Public Risk Mitigation Allowance (PRMA) Form

To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail, followed by the terms and provisions of Exhibit "A", "B", "C", "D", and "E" in that order.

3. **TERM OF AGREEMENT.** Subject to the termination rights set forth herein, this Agreement shall be effective for an initial term of two (2) years, beginning as of the Effective Date, and automatically renewing for a period of two (2) years. The Neighborhood Association shall have the right throughout the term of this Agreement to occupy, possess, manage, and rent the Center under the terms and conditions provided herein. LFUCG shall have the right to enter the Center at any time and for any reason. Either party may terminate this Agreement by providing the other with written notice of its intent to terminate at least thirty (30) days prior to its proposed termination date.

4. **CENTER CONCESSIONS.** LFUCG may grant the Neighborhood Association, subject to its full compliance with this Agreement, the concessions of a Rental Event Maintenance Stipend and/or a Public Risk Mitigation Allowance (the "Concession" or "Concessions"). The Rental Event Maintenance Stipend and Public Risk Mitigation Allowance may be available, annually, on a fiscal year basis, beginning September 1, 2024. The Neighborhood Association must follow all terms and conditions of this Agreement, including timely submission of Biannual Financial Reports and the required reimbursement forms, in order to request disbursement for any Concession(s). The Neighborhood Association shall have the right to retain any Rental Fee Income at the

delivery of service to the rental party and at the time such income is generated. Rental Fee Income is not required or anticipated to be remitted to LFUCG.

5. **NEIGHBORHOOD ENGAGEMENT AND ACTIVATION.**

   a. **Designation of Center Keyholder.** Subject to the terms of this Agreement, LFUCG hereby retains and delegates to the Neighborhood Association's designated Center Keyholder the performance of the duties and services hereinafter set forth, and the Center Keyholder accepts such delegated designation. The Center Keyholder agrees to comply with the Center Management Rules and Regulations established in Exhibit "A". The Neighborhood Association shall cooperate with LFUCG to perform a background check on the Center Keyholder before LFUCG will grant such person access to the Center.

   b. **Utilization and Public Access.** The Center shall be used by the Neighborhood Association for community events and shall not be used for any other purpose without the prior written consent of LFUCG. The Neighborhood Association shall comply with the Center Management Rules and Regulations in Exhibit "A" governing the use and occupancy of the building. LFUCG may amend the Center Management Rules from time to time, and a written copy of such amendments will be given to the Neighborhood Association who shall thereafter comply with the same.

   c. **Rentals.** The Center Keyholder shall rent the Center in accordance with the Center Management Rules and Regulations in Exhibit "A". The Center Keyholder shall make reasonable efforts to ensure that all groups or individuals renting the Center comply with a Center Rental Agreement, an example of which is attached as Exhibit "B"; and shall promptly notify LFUCG of any group that refuses to satisfy its obligations and duties under the terms of the Center Rental Agreement. Groups or individuals that have failed to comply with the terms of the Center Rental Agreement shall be ineligible to rent the Center for a period of one (1) year thereafter.

   d. **Taxes and Fees.** The Neighborhood Association agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. The Neighborhood Association is not responsible for any applicable real property taxes.

6. **SHARED GOVERNANCE AND ACCOUNTABILITY.**

   a. **Record Keeping and Reporting.** The Center Keyholder shall keep full, true, and accurate records of every rental and the proceeds generated therefrom, which records shall be submitted to LFUCG or made available for LFUCG's

inspection, in the Biannual Financial Report provided in Exhibit "C". The Biannual Financial Report will be for periods January 1st through June 30th, and July 1st through December 31st; and shall be delivered to LFUCG no later than 30 days immediately ending these said time periods. The Neighborhood Association shall notify LFUCG in writing of any change in its officers and/or the Center Keyholder within ten (10) calendar days of such change.

b. **Utilities and Services.** LFUCG shall be responsible for providing and paying for all utilities to the Center. The Center Keyholder shall be responsible for the routine maintenance and housekeeping of the Center. In addition to routine maintenance and housekeeping provided by the Center Keyholder and renters at the Center, the Neighborhood Association may elect to procure supplemental janitorial and housekeeping services at the Center and seek reimbursement for eligible expenses upon submission and approval of the Rental Event Maintenance Stipend Form attached as Exhibit "D". The Neighborhood Association may submit multiple Rental Event Maintenance Stipend Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for eligible expenses incurred during the current fiscal year. Reimbursement under the Rental Event Maintenance Stipend for approved expenses may take up to 30 business days.

c. **Damage to the Premises.** The Neighborhood Association shall reimburse LFUCG immediately upon demand for the cost(s) of repairing any damage caused to The Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees.

d. **Risk Management.**

   i. **Insurance.** The Neighborhood Association shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability (CGL) insurance in the amount of $2,000,000.00, as well as worker's compensation insurance, with an insurance company authorized to do business in the Commonwealth of Kentucky, 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. The CGL policy shall name the Lexington-Fayette Urban County Government and Division of Parks and Recreation as additional insureds and shall be primary to any applicable insurance of LFUCG. The insurance coverages shall fully waive rights of subrogation against LFUCG. The certificate of insurance shall be provided to the Department of Human Resources – Risk Management, Safety and Loss Control of the

Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507. The costs of the required insurance policy premiums set forth herein may be reimbursed to Neighborhood Association by LFUCG upon submission of the Public Risk Mitigation Allowance Form attached as Exhibit "E". The Neighborhood Association may submit multiple Public Risk Mitigation Allowance Forms throughout the fiscal year; however, all forms must be submitted to LFUCG Parks and Recreation, along with required documentation, by May 1 to receive funds for the eligible costs incurred during the current fiscal year. Reimbursement under the Public Risk Mitigation Allowance for approved costs may take up to 30 business days.

ii. **Liability and Indemnification.** The Neighborhood Association and Center Keyholder agree to indemnify, defend, and hold harmless LFUCG and its agents, officials, and employees, from any and all claims, liabilities, loss, damages, and actions of whatever kind or expense, including defense costs and attorney fees, that are in anyway incidental to or connected with or that arise from or that are alleged to have arisen from, directly or indirectly, in whole or in part, use of Center by the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees. LFUCG shall not be liable for any loss or damage to persons or property of the Neighborhood Association, including the Center Keyholder or its employees, agents, officers, invitees, or sub-lessees located on the Center. LFUCG shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling material, steam, gas, electricity, water, rain, snow, leaks from any part of the Center, pipes, appliances or plumbing works, or any other cause of any nature. Any property of the Neighborhood Association kept for storage at the Center shall be so kept or stored at the exclusive risk of the Neighborhood Association. This clause shall survive the termination of this agreement.

7. GENERAL TERMS AND CONDITIONS.

a. **Notices.** Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to LFUCG at the following:
Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, Lexington, KY 40507

Notice shall be sent to the Neighborhood Association at the following:

Betty Boyd
195 Ball St
Lex, Ky 40508

b. **Contractual Relationship Only.** In no event shall the parties be construed, held, or become in any way for any purpose the employee of the other party in the conduct of their respective endeavors or otherwise.

c. **Sexual Harassment.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all members of the Neighborhood Association's Board of Directors, or similar body, and/or employees. The policy shall be made available to LFUCG upon request.

d. **No Third-Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.

e. **Successors and Assigns.** This Agreement shall be binding on both parties and their successors and assigns. The assigning party agrees to provide written notice to the non-assigning party to this Agreement of any assignment.

f. **Compliance with Ordinances, Statutes, State and Federal Law.** The Neighborhood Association shall comply and cause its Center Keyholder, employees, officers, agents, invitees, and sub-lessees to comply with all applicable local ordinances and state and federal laws and/or regulations, as well as reasonable operational procedures and standards established by LFUCG in connection with use of the Center.

g. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. The Neighborhood Association acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor.

h. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.

i. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises, or

agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution by the undersigned.

"LFUCG"
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

Date: 3/22/2024

ATTEST:
Mackenzie Stack
Deputy Clerk of the Urban County Council

"NEIGHBORHOOD ASSOCIATION"
[REGISTERED NAME OF NEIGHBORHOOD ASSOCIATION]

By: Betty Boyd [sign]
Name: Betty Boyd [print]
Position: President

Date: 3-4-24

By: Felice Boyd [sign]
Name: Felice Boyd [print]
Position: Treasurer

Date: 3-4-24

By: Betty Boyd [sign]
Name: Betty Boyd [print]
Position: Center Keyholder

Date: 3-4-24