

BLUEGRASS VALUATION GROUP, LLC
REAL ESTATE APPRAISERS

366 Waller Avenue Suite 203 ~ Lexington, KY ~ 40504
Phone (859) 276-2278

Commercial, Industrial, Multi-Family, Subdivision, Farms & Condemnation Appraisal Services

November 10, 2015

Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, KY 40507

SUBJECT: Bluegrass Valuation Group, LLC Proposal Response to LFUCG
Request for Proposal (Solicitation Number RFP-#53-2015), RFQ for
Real Estate Appraisal Services

Dear Committee:

Bluegrass Valuation Group, LLC is please to respond to the Request for Proposal for Solicitation Number RFP-#53-2015), RFQ for Real Estate Appraisal Services.

Bluegrass Valuation Group, LLC has had the privilege of partnering with the LFUCG on numerous occasions such as; Citation Boulevard, Legacy Trail, Coolavin Rail Line Project, Wolf Run Sewer Project, BCTC Sewer Line Project, Southland Church Richmond Road Tank Project and the PDR (Purchase of Development Rights) program.

We have read carefully your request for proposal and all accompanying amendments, understand and are willing to comply with the RFP requirements. This letter serves to comply with the Section 1 requirement and is followed by Sections 2-4.

Mr. Will Berkley who is the President of Bluegrass Valuation Group, LLC currently serves as one of eleven Planning Commission members for the LFUCG. As such, additional correspondence is provided under Section 5 from Planning Commission legal staff that addresses our belief that work performed under this RFP would not create a conflict of interest.

We appreciate the opportunity to submit a proposal.

Best regards,



William L. Berkley
President

SECTION 2 – PROJECT TEAM



WILLIAM L. BERKLEY

366 Waller Avenue, Suite 203, Lexington, KY 40504
Office (859) 276-2278
Cell (859) 983-2526
Fax (800) 341-9597
willberkley@qx.net

Professional Profile

Real Estate Appraisal, Review & Expert Testimony

- Highway Right Of Way
- Litigation Valuation
- Utility Easements and Towers
- Sewer Line Easement
- Conservation Easements & Purchase Of Development Rights
- General Certified Appraiser (Kentucky)
- Pipeline Easement
- Power Transmission Line And Pole Easement
- Airport Acquisition and Aviation Easement
- Acquisition For LPA's, Cities & Universities
- Member International Right Of Way Association
- Commissioner Lexington Fayette Urban County Planning Commission

Geographic Location Of Past Projects

- Central Kentucky - Fayette, Clark, Bourbon, Scott, Madison, Mercer, Jessamine, Garrard, Franklin, Anderson, Bath, Fleming, Montgomery, Boyle, Shelby, Nicholas, Menifee, Powell & Estill County
- Northern Kentucky - Boone, Campbell, Grant, Kenton, Owen, Mason, Lewis, Henry, Gallatin, & Carroll County
- Southern Kentucky - Laurel, Pulaski, Rockcastle, McCreary, Wayne & Whitley County
- Eastern Kentucky - Breathitt, Boyd, Perry, Bell, Floyd, Clay, Harlan, Elliott, Morgan, Knox, Pike, Lawrence & Rowan County
- Western Kentucky - Jefferson, Meade, Grayson, Hart, Hardin, Marion, Washington, Nelson, Daviess, Christian, Muhlenberg & Crittenden County

Recent Projects

- **Downtown Louisville Bridge (I-65) Spaghetti Junction, Louisville, Jefferson County, KY 2008-2012**
Responsible for meeting with property owners, explaining the acquisition process and proposed acquisition, collecting sale data and completing appraisal reports on 17 +/- parcels consisting of commercial, industrial, multi-family and single family residential. Special appraisal problems included the valuation of two concrete plants, feed mill, parking lots and skateboard park. CLIENT: QK4, HMB, CTS and Kentucky Transportation Cabinet.
- **Newtown Pike Extension Around Lexington, KY Central Business District 2008-Current**
Recently completed 3rd phase of 4 phase project. Responsible for meeting with property owners, explaining the acquisition process and proposed acquisition, collecting sale data and completing appraisal reports on 40 +/- parcels consisting of commercial, industrial, multi-family and single family residential.
- **New Circle Road 2014-Current**
Responsible for meeting with property owners, explaining the acquisition process and proposed acquisition, collecting sale data and completing appraisal reports on 50 +/- parcels consisting of commercial and industrial properties.

WILLIAM L. BERKLEY
BLUEGRASS VALUATION GROUP, LLC
366 WALLER AVENUE # 203
LEXINGTON, KENTUCKY 40504
859-276-2278

GOVERNMENT, RIGHT OF WAY AND UTILITY PROJECTS

- ❖ HIGHWAY RIGHT OF WAY APPRAISAL
- ❖ LITIGATION VALUATION
- ❖ WATER LINE EASEMENT APPRAISAL
- ❖ SEWER LINE EASEMENT APPRAISAL
- ❖ GAS PIPELINE EASEMENT APPRAISAL
- ❖ POWER TRANSMISSION LINE AND POLE EASEMENT APPRAISAL
- ❖ AIRPORT CONDEMNATION & LITIGATION
- ❖ WATER TANK SITING ANALYSIS WITH TESTIMONY TO PUBLIC SERVICE COMMISSION
- ❖ CONSERVATION EASEMENTS & PURCHASE OF DEVELOPMENT RIGHTS

GEOGRAPHIC LOCATION OF PAST PROJECTS

- ❖ CENTRAL KENTUCKY - FAYETTE, CLARK, BOURBON, SCOTT, MADISON, MERCER, JESSAMINE, GARRARD, FRANKLIN, ANDERSON, BATH & MONTGOMERY COUNTY
- ❖ NORTHERN KENTUCKY - BOONE, CAMPBELL, GRANT, KENTON, OWEN, MASON, LEWIS COUNTY
- ❖ SOUTHERN KENTUCKY - PULASKI, ROCKCASTLE, McCREARY & WHITLEY COUNTY
- ❖ EASTERN KENTUCKY - BOYD, PERRY, BELL, CLAY, HARLAN, ELLIOTT, MORGAN, KNOX & ROWAN COUNTY
- ❖ WESTERN KENTUCKY - MEADE, GRAYSON, HART, HARDIN, MARION, WASHINGTON, NELSON

GOVERNMENT, RIGHT OF WAY AND CONDEMNATION CLIENTS

- ❖ COMMONWEALTH OF KENTUCKY DEPARTMENT OF TRANSPORTATION
- ❖ COMMONWEALTH OF KENTUCKY DIVISION OF REAL PROPERTY
- ❖ UNITED STATES POSTAL SERVICE
- ❖ LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
- ❖ COLUMBIA GAS OF KENTUCKY
- ❖ KENTUCKY UTILITIES COMPANY
- ❖ EAST KENTUCKY POWER COOPERATIVE
- ❖ UNIVERSITY OF KENTUCKY
- ❖ NORTHERN KENTUCKY UNIVERSITY
- ❖ MOREHEAD STATE UNIVERSITY
- ❖ EASTERN KENTUCKY UNIVERSITY
- ❖ KENTUCKY AMERICAN WATER COMPANY
- ❖ SOUTH ELKHORN WATER DISTRICT
- ❖ SANITATION DISTRICT NO.1 - NORTHERN KENTUCKY
- ❖ LAW FIRM OF STITES & HARBISON
- ❖ LAW FIRM OF STOLL, KEENON, PARK & OGDEN - LEXINGTON, KENTUCKY
- ❖ LAW FIRM OF MCBRYAER, MCGINNIS, LESLIE & KIRKLAND
- ❖ LAW FIRM OF GREENEBAUM, DOLL AND MCDONALD
- ❖ LAW FIRM OF WHITE, PECK, CARRINGTON & MCDONALD - MT. STERLING,
KY

EVIDENCE OF PRE-QUALIFIED APPRAISER WITH KENTUCKY TRANSPORTATION
CABINET



Commonwealth of Kentucky
TRANSPORTATION CABINET
Frankfort, KY 40601
www.kentucky.gov

Steven L. Beshear
Governor

Mike W. Hancock, P.E.
Secretary

August 20, 2014

Bluegrass Valuation Group
366 Waller Avenue
Lexington, KY 40504

RE: New Contracts

Mr. Berkley,

Please see the attached finalized contracts. The ones for Berkley Appraisal have been cancelled and replaced with new ones under Bluegrass Valuation Group.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Laura Hagan".

Laura Hagan, CPPO, CPPB
Kentucky Transportation Cabinet
Division of Purchases
200 Maro Street, 4th Floor East
Frankfort, KY 40622
502-564-4630

SECTION 3 – LIST OF CLIENTS

LIST OF CLIENT CONTACTS

- 1) Commonwealth of Kentucky Department of Transportation
Mr. Eric Monhollon – Appraisal Branch Manager
Division of Right of Way & Utilities
200 Mero Street
Frankfort, KY 40622
(502)564-3210
Completed Various Right of Way Projects Across the State

- 2) Lexington Fayette Urban County Government
Department of General Services
Mr. Rick Caldwell
200 East Main Street
Lexington, KY 40507
(859)258-3023
Completed Various Asset Disposal & Government Property Inventory Valuation Assignments

3. The University of Kentucky
Mrs. Christine D. O'Brien
Manager
Real Estate Services
1500 Bull Lea Rd, Suite 106
Lexington, KY 40511
(859) 257-8649
Complete on Regular Basis Valuation of Property within the University Acquisition Area.

SECTION 4 – STATEMENT OF HOURLY RATES
BLUEGRASS VALUATION GROUP, LLC

Real Estate Appraisal :	\$175/hr
Clerical:	\$25/hr
Expert Testimony:	\$200/hr

CONFLICT OF INTEREST STATEMENT FROM LFUCG LEGAL DEPARTMENT

Will

I am sorry for not getting back with you sooner. First, I cannot give you an official email or letter that you can submit because the only official only statement can come from the ethics commission. However, since the work is for the city and is for city sanitary sewer and capital improvement projects it does not appear that you would have a conflict. It may be best if you disclose that you are a planning commission member but I personally do not see that serving there creates a conflict. I know this is probably about as clear as mud but I did want to get back to you. If you have any more questions, let me know.

Tracy

From: Will Berkley [<mailto:willberkley@qx.net>]

Sent: Monday, November 02, 2015 10:45 AM

To: Tracy Jones

Subject: LFUCG RFP Question

Tracy:

I have attached the LFUCG RFP that I discussed with you last Thursday. The scope of work section starts on Page 27. My firm would like to respond to the RFP and I would like to obtain an email or letter from you to submit along with RFP that would state that I have no conflicts of interest that would eliminate me from consideration. Can you take a look at and let me know your thoughts.

Regards

Will Berkley
Bluegrass Valuation Group, LLC
366 Waller Avenue Suite 203
Lexington, KY 40504
(859)276-2278 Office
(859)983-2526 Cell
(800)341-9597 Fax
willberkley@qx.net

AFFIDAVIT

Comes the Affiant, William Berkley, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is William Berkley and he/she is the individual submitting the proposal or is the authorized representative of Bluegrass Valuation Group LLC, 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.



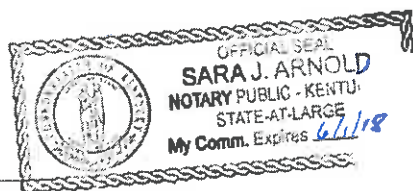
STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Will Bexkley on this the 11 day of November, 2012.

My Commission expires: 6/1/18


NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

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.

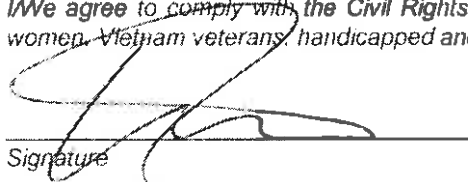
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of 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



Bluegrass Valuation Group

Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Blowgrass Valuation Group, LLC Date: 11/9/15

Categories	Total		White		Latino		Black		Other		Total	
	M	F	M	F	M	F	M	F	M	F	M	F
Administrators												
Professionals												
Superintendents												
Supervisors												
Foremen												
Technicians												
Protective Service												
Para-Professionals												
Office/Clerical		1										
Skilled Craft												
Service/Maintenance												
Total:												

Prepared by: Will Berling President
Name & Title

LFUCG MBE/WBE PARTICIPATION FORM
RFP #53-2015 Real Estate Appraisal Services

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RF/P/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.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. NA			
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RF/P/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

By

Date

Title

LFUCG MBE/WBE SUBSTITUTION FORM

RFP #53-2015 _____

The substituted MBE/WBE subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MBE/WBE Company Name, Address, Phone, Email	MBE/WBE 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. NA					
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

Date

Company Representative

Title



MBE QUOTE SUMMARY FORM
RFP #53-2015 _____

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name	Contact Person
Address/Phone/Email	RFP Package / RFP Date

MBE/WBE Company Address	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
NA							

(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. In order to measure that goal LFUCG will track spending with MBE/WBE vendors 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.

RFP #53-2015 _____
 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
NA							

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
RFP #53-2015

By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.

NA.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

Firm Submitting Proposal: Bluegrass Valuation Group, LLC

Complete Address: 366 Waller, Ste. 203, Lexington 40504
Street City Zip

Contact Name: Will Berkley Title: President

Telephone Number: 859 276 2778 Fax Number: 800 341 9597

Email address: willberkley@gx.net

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any

product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

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

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials,

- supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

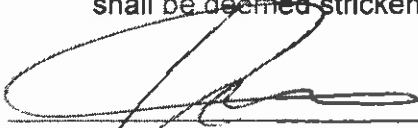
B. At Will Termination

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.

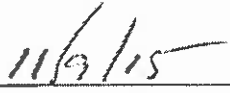
13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated 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.



Signature



Date