

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2015, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (OWNER)** and **MISSION CRITICAL PARTNERS INC., PORT MATILDA, PA (CONSULTANT)**. **OWNER** intends to proceed with the construction, infrastructure and technology integration for Phase II of the Public Safety Operations Center Renovation as described in the attached Exhibit A, "Scope of Professional Services and Related Matters, Phase II Public Safety Operations Center (PSOC) Renovation." The services are to include support for the LFUCG PSOC construction administration and integration of technology systems as well as deliverables as described in Exhibit A. 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 technology integration by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide technology integration for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** technology consulting 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 technology integration services incidental thereto.

1.2. Project Phase

After written authorization to proceed, **CONSULTANT** shall:

- 1.2.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
- 1.2.2. The **CONSULTANT** must perform all duties necessary to fully complete the deliverables described in attached Exhibit A "Scope of Professional Services and Related Matters, Phase II Public Safety Operations Center (PSOC) Renovation."
- 1.2.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

- 1.2.4. The **CONSULTANT** shall submit two (2) copies (hardcover) of all initial draft final work products for this **PROJECT**. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.
- 1.2.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**. Two (2) copies (hardcover) and one electronic copy (pdf format) of the all final work products for this **PROJECT**, including all appendices, shall be provided to the **OWNER**.
- 1.2.6. Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** 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 modified Task Order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such modified Task Order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted project deliverables / reports 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 objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
- 3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.
- 3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
- 3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and

decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

- 3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).
- 3.6. Furnish or direct **CONSULTANT** to provide, necessary Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

- 4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is expected to provide construction, infrastructure and technology integration between Phase I and Phase II, through completion and testing of Phase II. See attached Exhibit A, “**Scope of Professional Services and Related Matters, Phase II Public Safety Operations Center (PSOC) Renovation.**”
- 4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.
- 4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.
 - 4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.
 - 4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule/Final Task Order shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.
 - 4.3.3. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.
 - 4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under “**DISPUTES**” of this Agreement shall apply.
- 4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will reasonably attempt to resolve the delay. If the parties cannot mutually agree to an extension of time

or an adjustment, Section 6.5 under “DISPUTES” of this Agreement shall apply. If the above type of delay would prevent complete performance of the **PROJECT**/Final Task Order within ninety (90) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT**/Final Task Order or otherwise adjusting the scope of the services or work and any related fees.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

CONSULTANT shall submit to **OWNER** monthly invoices in accordance with agreed one-twelfth (1/12) of \$200,000.00 total fee.

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 pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in 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 for

which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

- 6.1.1. CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.
- 6.1.2. The OWNER may terminate this Agreement for cause upon seven (7) business days written advance notice to the CONSULTANT. The OWNER reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the CONSULTANT.**

6.2. Ownership and Reuse of Documents

All documents, including raw data, reports, Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

6.3. Legal Responsibilities and Legal Relations

- 6.3.1. The CONSULTANT shall familiarize himself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.**
- 6.3.2. In performing the services hereunder, the CONSULTANT and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of OWNER in any manner whatsoever. Except as otherwise provided in this Agreement, the CONSULTANT shall be acting as an independent contractor. The CONSULTANT shall not hold itself out as, nor claim to be, an officer or employee of OWNER by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of OWNER. The CONSULTANT shall be solely responsible for any claims for wages or compensation by CONSULTANT'S employees, agents and representatives, including consultants, and shall save and hold OWNER harmless therefrom.**
- 6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky.**

The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

- 6.4.1.** **CONSULTANT** binds itself and his partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements, and obligations of this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.
- 6.4.2.** The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value of the work. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.
- 6.4.3.** Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

Except as otherwise provided in this Agreement, any dispute hereunder may be resolved by agreement of the **OWNER'S** Agent (Section 8.1.1) and the **CONSULTANT**. In the absence of such an agreement, the dispute shall be submitted to the **OWNER'S** Commissioner, Department of Environmental Quality & Public Works, whose decision shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. Pending a final decision of a dispute hereunder, the **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of CONSULTANT'S Work

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by the **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care.. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause

The **CONSULTANT** certifies that he shall not at any time release or divulge any information concerning the services covered by this Agreement to any person or any public or private organization except the **OWNER** without prior approval of the **OWNER** unless required by law

6.8. Access to Records

The **CONSULTANT** and his sub-consultants shall maintain all books, documents, papers, and accounting records, and make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future consultant Professional Service Agreements.

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

The **CONSULTANT** understands and agrees that the Risk Management Provisions of this Agreement define the responsibilities of the **CONSULTANT** to the **OWNER**.

As used in these Risk Management Provisions, the terms “**CONSULTANT**” and “**OWNER**” shall be defined as follows:

- a. **CONSULTANT** means the consultant and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.

- b. **OWNER** means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, assigns, volunteers, and successors in interest.

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

CONSULTANT shall defend, indemnify, and hold harmless **OWNER** from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including 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 (or its subcontractors or subconsultants of any tier) performance or breach of the Agreement provided that such claim, damage, loss or expense 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 negligent acts, errors or omissions or willful misconduct; provided however, that **CONSULTANT** shall not be required to indemnify for damages caused solely by the negligent act or omission or willful misconduct of **OWNER**. 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. In the event **OWNER** is alleged to be liable based upon any of 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. This Indemnification and Hold Harmless Provision 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

CONSULTANT understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure

compliance with the above Indemnity provisions and these other risk management provisions.

6.9.4 INSURANCE REQUIREMENTS

Required Insurance Coverage

CONSULTANT shall procure and maintain for the duration of this Agreement the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by **CONSULTANT** :

<u>Coverage</u>	<u>Limits</u>
General Liability aggregate (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million or \$2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, \$1 million per
Professional Liability aggregate	\$1 million per occurrence, \$2 million
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

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. OWNER 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 OWNER.

- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by OWNER.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify OWNER and obtain similar insurance that is commercially available and acceptable to OWNER.
- f. 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.
- g. 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.

6.9.5. 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.

6.9.6. 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.

6.9.5. 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.

6.9.7. 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.

6.9.8. 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.
- 7.2.1.** The **CONSULTANT** will, in all solicitations or advertisements for employees placed by or on behalf of the **CONSULTANT**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age (between forty and seventy), or handicap.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

- 8.1. This Agreement is subject to the following provisions.
 - 8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Richard Curtis, Department of Public Safety (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.
- 8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, and C** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.
- 8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT**.
- 8.4. **UNENFORCEABLE TERMS/SURVIVABILITY.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.
- 8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

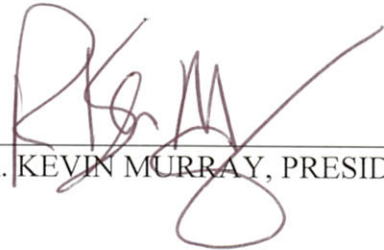
OWNER:

CONSULTANT:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

MISSION CRITICAL PARTNERS, INC.

BY: _____
JIM GRAY, MAYOR

BY: 
R. KEVIN MURRAY, PRESIDENT

ATTEST:

URBAN COUNTY COUNCIL CLERK
COMMONWEALTH OF KENTUCKY)
)
COUNTY OF ~~FAYETTE~~ Centre)
State of Pennsylvania)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by R. Kevin Murray, as the duly authorized representative for and on behalf of Mission Critical Partners on this the 20th day of August, 2015.
My commission expires: November 14, 2015.



NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Joan M. Dashner, Notary Public
Patton Twp., Centre County
My Commission Expires Nov. 14, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES

AND RELATED MATTERS

PHASE II PUBLIC SAFETY OPERATIONS CENTER (PSOC) RENOVATION

SCHEDULE A—SCOPE OF WORK
PHASE II Public Safety Answering Point (PSAP) Construction

ANTICIPATED SCOPE OF WORK (SOW)

As evidenced in MCP's previous service to the Chemical Stockpile Emergency Preparedness Program (CSEPP), on behalf of Lexington-Fayette Urban County Government, we were designated to provide consulting services for Phase I: Construction and implementation of the Emergency Operations Center (EOC) for the new public safety facility. Phase II to support the PSAP construction and systemization is not covered under CSEPP.

This scope, independent of CSEPP, will support Phase II of the construction and technology integration for the PSAP portion of the facility, and will include the following:

1. Support for LFUCG PSAP construction administration and integration of technology systems
2. Procurement and implementation assistance of PSAP technology
3. Support for the commissioning of facility infrastructure and technology systems
4. Overseeing the transition and migration to the new PSAP facility

Over an expected 10-month period, MCP will work closely with the existing stakeholders to plan, schedule, procure, implement, test, commission, consolidate operations, and cut-over the new technology in the fully constructed PSAP located in LFUCG's newly renovated Public Safety Operations Center (PSOC). In this effort, we will support activities to assist LFUCG staff to select, contract, oversee and manage contractors and vendors required to complete the PSAP facility and to manage a turn-key technology solution within the design, construction, procurement, migration and implementation of this newly consolidated PSAP in Lexington, Kentucky.

MCP, serving as the project's Program Manager, will facilitate a smooth transition into this new facility for all of the existing agencies and transitioning personnel. The overall goal of this project includes specific work activities and objectives identified below.

As was recognized during Phase 1 (EOC Construction), MCP worked with multiple groups to identify the most appropriate plan by conducting programming studies to then be used to oversee the design, outfitting, cost and strategy for constructing a new PSAP that would integrate public safety functions.

MCP has prepared the necessary requests for proposals (RFPs) to solicit other consultants, to include architects, engineers and technology vendors. MCP has led the implementation of the approved plan as well as bid, award and overall management of the project through coordination of the project team members on behalf of the client. These services included coordination of architect/contractor selection and facility design and construction, systems and telecommunications technology, migration of staff and assistance to the PSAP leadership in the

transition of the project. MCP's leadership will result in the development of an overall project plan, including communications, risk management strategies, budget and schedule for all facets of the project tying together all components necessary for a successful consolidation and turn-key solution.

The project team proposed for Phase II has been supplemented and includes the most qualified staff from our Kentucky, Texas and Pennsylvania locations. The MCP team includes expertise in the following areas:

- Program Management
- Project Management
- Facility Design/Construction Administration
- Site Design Oversight
- Technology Needs Assessment
- Space Planning
- Transport Networks
- Internet Protocol (IP) Networks
- Telephony
- Radio Systems
- Server Systems
- Storage Systems
- Procurement Support
- Systems Implementation
- Migration Planning
- Commissioning and As-built Documentation

MCP will apply the following methodology(s) to assist LFUCG in program delivery. That which follows is a general description and listing/outline of the tasks MCP proposes to create a reliable, flexible, state-of-the-art secure facility that transitions the two existing PSAPs into a consolidated new facility. This construction and migration/transition includes new integrated technology and conformance to minimum local, state and federal laws and standards. MCP proposes to complete the project at the most reasonable cost to LFUCG budgets by using "best practices" and utilizing a "best value" procurement strategy.

Scope Description / Technology, Systems and Equipment Needs Assessment

- Confirm the list of mission-critical technology-sensitive systems in coordination with project team staff
- Hold final decisions on mission-critical technology selection until as far along in the building construction process as possible to assure current applicable technologies are considered in decision-making
- Coordinate technology with the master project milestone and construction schedules
- Integrate technology considerations and requirements into the building design specifications
- Integrate technology systems in the building

- Conduct regular meetings with project stakeholders, document minutes and provide project updates on a regular (mutually agreed) schedule

Requirements Definition

- Determine technical specifications for systems as outlined
- Develop procurement documents for systems as outlined
- Oversee the technology procurement process; review vendor responses; make award recommendations
- Coordinate technology implementation of building systems during construction administration
- Act as technology integrator for non-building and proprietary systems
- Provide Program Management services for technology for the duration of the project
- Provide schedule, diagrams, meeting minutes, and program oversight services
- Communicate issues and track action items

Approval Requirements

Activities will be documented after being coordinated with project team.

Acceptance Criteria

Acceptance of services will be subject to the LFUCG requirements.

SELECTION OF VENDORS, CONSULTANTS AND SUBCONSULTANTS

MCP will identify and prepare, in coordination with LFUCG, the necessary RFP/request for quote (RFQ)/SOW documents for vendor selection or procurement to include:

- Technology and Infrastructure Equipment
- Systems

And will review and comment on architect documents for:

- Architectural/Engineering
- Environmental

At such time as LFUCG receives responses to the various RFPs/RFQs or governmental procurement vehicles, MCP will validate, rank and offer recommendations on the candidates.

SITE SELECTION / LAND DEVELOPMENT APPROVALS / PERMITTING / SITE DESIGN AND PREPARATION

MCP will monitor, on behalf of LFUCG, the necessary approvals and permits for the LFUCG PSAP tower site.

PROJECT DELIVERABLES

Project Initiation

During project initiation, all team members (LFUCG/Consultant/team) will review project scope and contract documents to gain alignment on the responsibilities, deliverables and schedule for Phase II of the LFUCG PSOC facility project. Presentations and qualifying questions are prepared for the project kick-off. The list of stakeholders is reviewed, roles are outlined and the approved project plan is updated per final contractual specifications.

At the kick-off meeting, project objectives are reviewed with stakeholders, schedules are reviewed, roles and responsibilities outlined and communication channels/risk documentation defined.

Subtasks:

1. Project Initiation
 - 1.1. Project Plan Preparation
 - 1.2. Kick-off Meeting

Technology Systems Coordination Integration

During construction administration, MCP technology support to LFUCG will comprise coordinating schedule updates and the review of bid compliance for all components. Where required, reviews will include change requests or issue clarifications.

Construction administration support will include attending appropriate monthly construction meetings to coordinate technology issues and project schedule. Issue/request review and response criteria include:

- Process submittals and responses to requests for information
- Coordinate the correction of discrepancies and errors in the construction documents

For non-building systems, integration support will include preparation of written responses to all requests for information (RFIs). Processing will include copies to project team and/or LFUCG for review and comment (if applicable). Addendum will be issued to update all documents to reflect building schedule and estimated installation dates. Drawings, schedule and scope will be coordinated with the architect/engineer(s) and completed for the packages.

Systems integration(s) support will entail documenting technical requirements, detailed procurement specifications, installation oversight, testing, acceptance, implementation, and cutover for the overall program and all individual electronic systems needed to support the PSAP.

Specifications – Develop and document detailed technical specifications, procurement documents and/or RFPs/RFQs that will meet the desired system performance levels. Conduct thorough reviews of all responses to the RFP. Make a recommendation(s) for award to qualified

suppliers, based upon the best solution offered in the responses with consideration for pricing, performance, maintenance and vendor past experience with similar applications.

Installation Oversight – Provide project oversight throughout the stages of circuit planning, equipment installation, equipment integration, labeling, documenting, cross connection to the public switched telephone network (PSTN), testing, system activation, training, warranty initiation and system acceptance.

Acceptance and Cutover – Coordinate and review all system as-built documentation, end-to-end test documentation, and final acceptance criteria. Working closely with project team and other stakeholders to develop and document final cutover criteria and planning documents, and schedules. Cutover activities shall be planned to achieve minimum disruption of overall operations. As-builts will be collected and collated for LFUCG storage/use.

The primary barrier to attaining success with similar initiatives relates to change. Change management requires extensive and constant communication with stakeholders. As LFUCG Program Manager, MCP emphasizes a regular communications rhythm to provide information relative to program priorities, metrics and accountabilities. Our project team members have served in public safety roles as clients. That client side experience is focused upon achieving solutions that benefit the delivery of public safety service. The singular focus of the MCP team is to achieve mission critical program success for LFUCG.

Risk Management

Risk management involves the identification of potential risks and predicting the likelihood and consequences of the events occurring. As part of the project plan, MCP includes Risk Identification to address events or occurrences which, left unabated, could negatively impact the success of this project.

Initial Description of Risk Management Process

There are a number of risks that may have a negative impact on this project. Risks are defined as an event which will have a negative impact (opportunities are positive) on the successful implementation of the project.

MCP's approach to risk management is to develop a risk management process, which includes the following components:

- Risk Identification
- Risk Analysis
- Risk Response
- Risk Monitoring and Control
- Risk Reporting

Risk Identification

Risk identification includes identifying project risks (opportunities) and organizing them so that they can be properly analyzed. Risk identification is an ongoing process throughout the life of

the project and the steps taken at the beginning of the project identify the risks that are known at that time. In addition, risk identification and analysis is an interactive process. It begins with MCP identifying potential risks based on our experience with other similar projects and our knowledge of this project. The list is then refined by the project team, with items added from their perspective. Spreadsheets are used to log/track risk activity.

The project risks are categorized into the areas they are most likely to impact. It is possible for one risk to impact the project in multiple categories. The categories are:

- Communications
- Schedule
- Financial
- Facility
- Technology
- Change Management
- Quality Assurance
- Security

Risk Analysis

The risk analysis process involves a quantitative determination of risk exposure. The Risk Management/Risk Mitigation Spreadsheet Matrix is the qualitative (and quantitative) initial risk analysis developed by MCP and will be modified based on the inputs of the LFUCG project team. Each of the identified risks is analyzed and assigned a value for the following factors:

- Likelihood or Probability
- Severity or Impact

Each factor is assigned a value (i.e. for example, from 1 to 5, with five being the highest and one the lowest). Like used in the programming spreadsheet threat assessment at the initiation of the design for the facility, the two values are then multiplied to yield a priority ranking.

Risk Response

Risks may be addressed in different ways. Each risk will be assigned an identifier. The action (such as acceptance, transfer, avoidance, or mitigation) planned to address each risk/opportunity is based on the level of prioritization defined for the risk item. Descriptions of these risk response actions follow:

- Accept the risk, with no investment of effort or cost. This is appropriate when the cost of mitigating exceeds the exposure, and the exposure is acceptable.
- Transfer the risk to someone else, or agree to share the risk. If a customer or partner is better able to handle the risk, this is probably the most effective approach.
- Avoid the risk by funding and staffing the efforts to reduce the probability that the risk will become a problem. Such mitigation tasks might include providing additional staff to help in developing work-around plans, getting special training for members of the team, or completely removing the risk item from the project.

- Mitigate the risk by funding and staffing the efforts to reduce the loss associated with the risk should it become a problem. Examples might include keeping a backup local area network (LAN) operational during the deployment of a new network.
- Implement the opportunity.
- Establish contingency plans for significant risks that cannot be mitigated or otherwise resolved. Risk mitigation, the work required to handle the risk, may be small or significant. In case, risk mitigation and cost assessment activities will be included in the project schedule. Contingency management, the additional work required to handle the risk, must be budgeted and planned if the contingency event or condition occurs.

Risk Monitoring and Control

Risk monitoring and control is the process of keeping track in a spreadsheet for reporting of the identified risks, monitoring the residual risks, identifying new risks, ensuring the execution of risk management plans, and evaluating the effectiveness of actions taken to reduce the risk. Risk tracking and control is an ongoing process for the life of the project. The risks change as the project matures; new risks develop, or anticipated risks disappear.

Good risk monitoring and control procedures provide information that assists with making effective decisions in advance of the risk's occurring. Communication to all project stakeholders and the grant is essential to periodically assess the acceptability of the level of risk on the project.

Risk Spreadsheet Tracking (and separate migration/cutover issue tracking)

The purpose of risk tracking is to determine if:

- Risk responses have been implemented as planned
- Risk response actions are effective as expected
- New risk responses are needed
- Project assumptions are still valid
- Risk exposure has changed
- A risk trigger has occurred
- Proper policies and procedures have been followed
- Risks have occurred or arisen that were not previously identified
- Migration/cutover schedules can be met without service interruption or degradation

The project will employ periodic risk reviews as a part of its project management procedures. Generally, the risks will be reviewed in preparation for scheduled project meetings, as outlined below. Changes will be communicated to all project participants in conjunction with the project status reports.

Risk Reporting

Risk mitigation activities will be reported using tracking spreadsheets to the project team in conjunction with the project meetings. For each mitigation action identified, the following will be reported where appropriate:

- Did the action start on the date planned?
- Was the action completed on the date planned?
- Was the amount of effort required consistent with the plan?
- Was the action effective?
- Future actions required?
- Risk status?

Lessons Learned/Project Closeout

- MCP will support the project team to collect and review any lessons learned, targeting those that pertain to future technology procurements and/or operational issues

The MCP team assigned to this project collectively bring to the table the broadest body of knowledge that provides the foundation for all aspects of planning, design and implementation of an integrated PSAP.

LFUCG Support to MCP

MCP serving as LFUCG's Technology Program Manager will need a selected and designated location for project team meetings through the project.

Outline of Anticipated Work Activity: Technology Support and Systems Coordination

The anticipated work activity categories and meeting rhythm will be continuously revised by the project team, with MCP support reviewed through the 10-month project period. Initial anticipated work tasking includes the following activities and meetings to assure project success.

- LFUCG PSAP Phase II
 - Project Administration
 - Project Plan
 - Communications Plan
 - Risk Management Spreadsheet and Plan
 - Milestone Dates/Schedule
 - Facility Substantial Completion
 - Infrastructure Readiness
 - Facility Final Completion
 - Equipment Room Readiness
 - Systems Requirements
 - Systems Procurement
 - Communications Center Readiness
 - PSAP Transition
 - PSAP Cutover

- Meetings & Communications
 - Kick-off
 - Internal Project Team
 - Architect/Engineer(s)
 - Contractor
 - Vendors
 - Update Meetings
 - Technology (weekly) Conference Calls
 - Technology bi-weekly Meetings/Calls
 - Monthly Construction Progress Updates
 - Quarterly Status
 - Transition and Migration
 - Plan development and review
 - Set final schedule
 - Go live criteria
 - Issues tracking
 - Go live support
 - Migration meetings
 - 4-6 weekly on-site reviews with additional (up to daily) status calls by bridge
 - Lessons learned
 - In meeting in conjunction with project closeout
- Facility and Site (NOTE: Design/construction meetings/conference calls to be set by the architect in conjunction with project meetings set by MCP and the project team)
 - Construction
 - Contractor/subcontractor meetings
 - Weekly construction
 - Monthly progress updates
 - Facility Updates (contractor determined)
 - Substantial completion reviews
 - Technology readiness
 - Infrastructure
 - Technology areas
 - Contractor punch list
 - Technology installation coordination (vendor/contractor)
 - Contractor role in migration
 - Contractor support for cutover
 - Contractor/architect closeout
 - Construction as-builts
- Technology tasks: Preparation of packages Systems and Operations. (NOTE: Design/construction meetings/conference calls to be set by MCP/LFUCG Project

Manager in conjunction with project meetings outlined above by MCP to support both on-site activities and conference calls required by the project team to support LFUCG procurement processes as needed)

- Information Technology and PSAP
 - Construction Coordination for Raised Floor
 - Construction Coordination for Network Wiring Requirements
- Wireless Access Points
 - Construction Coordination for location of WAP
- NetClock
 - Construction Coordination for location of Clocks
- IT Server / Storage Equipment (as needed)
 - Construction Coordination as required
- A/V Equipment and Displays/Televisions
 - Design
 - Specification Development
 - Procurement
 - Build/Delivery
 - Installation
- CATV Service
 - Place Order
 - Installation
 - Acceptance
- Access Control Equipment and Hardware
 - Construction Coordination for Installation
- Security Systems/CCTV Equipment and Hardware
 - Construction Coordination for installation
- Telephony-911
 - 911 Service (CAMA/A911)
 - Construction Coordination
 - POTS/PRI
 - Place order
 - Facilities Installation
 - Demarc Testing
 - Circuit Testing
 - CPE Cross-connect & test
 - Turn-up
 - Administrative Telephones
 - Procurement
 - Installation
 - Testing
 - Acceptance
 - Administrative Call Processing Equipment
 - Upgrade definition
 - Vendor Proposal Review

- Procurement
 - Build/Delivery
 - Installation
 - Testing
 - Acceptance
- Radio
 - Tower FAA
 - FAA investigation and approvals
 - FCC Licensing (Actual Coordination costs to be paid by LFUCG)
 - Research Current License
 - Consolidate Current License
 - Apply for New License for EOC
 - Grounding
 - Design review
 - Installation oversight
- Furniture
 - Workstation Furniture
 - Requirements Definition
 - Vendor meetings
 - Review Vendor Proposal
 - Procurement
 - Build/Delivery
 - Installation
 - Acceptance
 - Equipment Room Racks
 - Procurement
 - Build/Delivery
 - Installation
 - Office Furniture (as needed)
 - Procurement
 - Installation
- As-built documentation
 - Collections from vendors
 - Review/updates
 - Collation and turnover

EXHIBIT B

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MEL

DATE (MM/DD/YYYY)

08/14/2015

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 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 MATTA-RUPP & FIORE P.O. BOX 1257 MARS, PA 16046 David Matta		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MISSI-1															
INSURED MISSION CRITICAL PARTNERS INC. 690 GRAYS WOODS BOULEVARD PORT MATILDA, PA 16870		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Auto Mutual Ins. Co.</td> <td>25135</td> </tr> <tr> <td>INSURER B : The Hartford Sentinel Ins. Co</td> <td>29459</td> </tr> <tr> <td>INSURER C : National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER D : The Hartford Fire Ins Co</td> <td>29459</td> </tr> <tr> <td>INSURER E : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Auto Mutual Ins. Co.	25135	INSURER B : The Hartford Sentinel Ins. Co	29459	INSURER C : National Union Fire Ins Co	19445	INSURER D : The Hartford Fire Ins Co	29459	INSURER E : Evanston Insurance Company	35378	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SPP2474198	05/04/2015	05/04/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CG0001 1204						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CG2010 0704			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY		<input checked="" type="checkbox"/>	40UECIV3716	02/27/2015	02/27/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS			\$			\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$			\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EBU045650920	04/02/2015	04/02/2016	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ -0-			\$			\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40WECPU8691	03/14/2015	03/14/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	TECHNOLOGY E & O			IT807562	02/16/2015	02/16/2016	Per Claim 3,000,000
	3yr EXT REP PERIOD						Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured: Lexington-Fayette Urban County Government
 Notice of Cancellation: 30days

CERTIFICATE HOLDER**CANCELLATION**

Lexington-Fayette
 Urban County Government
 200 East Main Street
 Lexington, KY 40507

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
 David Matta

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