Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, May 6, 2025

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

a **0459-25** Table of Motions: Council Work Session, April 29, 2025

Attachments: TOM 042925

IV. Budget Amendments

V. Budget Adjustments - For Information Only

VI. New Business

VII. Communications From the Mayor - Appointments

VIII. Communications From the Mayor - Donations

IX. Communications From the Mayor - Procurements

X. Continuing Business/ Presentations

a **0461-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Walnut Grove Estates Homeowners Association, Inc. ($2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Attachments: Capital List 5.6.25
Reso 0461-25 Council Capital (5-6-25) 4928-6648-1471 v.1.docx
R-231-2025

b **0460-25** Summary: General Government and Planning Committee, March 4, 2025

Attachments: 3.4.25 GGP Summary

c **0463-25** Proclamation: Building Safety Month

d **0462-25** A Resolution approving the FY 2026 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of

Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

Attachments: Lextran LFUCG Council 5.6.25 Final
FY 2026 Lextran Budget Walk on 4904-9391-1103 v.1
RESO 462-25- Lextran budget fy 2026 4898-1150-3431 v.1.doc
R-257-2025

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0382-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Love to Ride, for professional services for the Lexington Area MPO to increase bicycling in Lexington, at a cost not to exceed $26,162. [Div. of Planning, Duncan]

Attachments: 25- Blue Sheet Memo Love to Ride
Love to Ride - Lexington MPO Service Agreement FINAL
RESO 0382-25 4929-2659-3085 v.1.docx
R-221-2025
Contract # 142-2025

b **0386-25** A Resolution ratifying a Multi-Year Letter Agreement and any other previously-executed documents with Crosslin, PLLC, for preparation of the Sheriff's Settlement for the 2024 through 2029 Property Tax years, at a cost not to exceed $9,500 (FY2025), subject to the appropriation of sufficient funds in future fiscal years, and authorizing the Mayor or the Commissioner of Finance, on behalf of the Urban County Government, to execute any necessary documents related thereto; and amending Resolution No. 316-2024 to authorize Crosslin, PLLC to conduct a financial audit for Fiscal Years 2024 through 2029, subject to the appropriation of sufficient funds in future fiscal years. [Dept. of Finance, Hensley]

Attachments: Memo Sheriff's 2024 Prop Tax Compilation
Crosslin Contract # 206-2024
RESO 386-25 4928-7755-6288 v.1.docx
R-222-2025

c **0415-25** An Ordinance repealing Article XXVII of Chapter 2 of the Lexington-Fayette Urban County Code of Ordinances to abolish the Animal Care and Control Advisory Committee. [Dept. of Public Safety, Armstrong]

Attachments: 0415-25 Abolish Animal Care and Control Advisory Committee Memo
0415-25 Ordinance repealing Animal Care and Control Advisory Committee .1
ORD 415-25 Repealing Animal Care and Control Committee 4934-1718-8611
O-034-2025

d **0417-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period of

July 1, 2025, through June 30, 2026, at a cost not to exceed $125,000, and contingent on the appropriation of sufficient funds in FY 2026. [Div. of Water Quality, Martin]

Attachments: Blue Sheet Memo
USGS Agreement
RESO 0417-25 4897-3239-7629 v.1.docx
R-223-2025
Contract #144-2025

e **0418-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Lexington & Fayette County Parking Authority for approximately 855 square feet of space at the Government Center Annex Building, located at 162 East Main Street, in consideration of anticipated revenue in the amount of $14,229.34, with an annual increase of three percent (3%) per additional renewal. [Dept. of General Services, Ford]

Attachments: Memo Lease Agreement Lexington Fayette Parking Authority (LexPark).pdf
Lease Agreement Lexington Fayette Parking Authority (LexPark).pdf
Reso 418-25 LexPark Lease Agreement 4929-6629-5356 v.1.docx
R-224-2025

f **0424-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Lease Agreement with Ridgefield Investments, LLC, for approximately 431 square feet of office space located at 4071 Tates Creek Centre Dr., at a cost not to exceed $11,144.64 for Fiscal Year 2026, and subject to sufficient funds being appropriated in future fiscal years. [Dept. of General Services, Ford]

Attachments: Memo First Amendment to Lease at 4071 Tates Creek Centre Dr.pdf
First Amendment Lease at 4071 Tates Creek Centre Dr.pdf
RESO 0424-25 First Amendment to lease Ridgefield Investments 4930-7882-
R-225-2025

g **0425-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to trade eight used manual Ferno stretchers for one used Ferno INX stretcher with the Scott County Coroner's Office. [Fayette County Coroner, Ginn]

Attachments: 0425-25 Trading Manual Stretchers with Scott County for iNX Stretcher Memo
425-25 stretcher trade coroner 4905-9195-9869 v.1.doc
R-199-2025

h **0426-25** A Resolution authorizing and directing the Mayor, on behalf of the

Urban County Government, to execute an Agreement with Buildingeye, Inc., for the renewal of a data visualization application relating to the Accela software platform, for the Div. of Computer Services, at a cost not to exceed $44,326, subject to 5% annual increases, and contingent upon appropriation of sufficient funds. [Div. of Computer Services, Stewart]

Attachments: Bluesheet Memo_Buildingeye
15 buildingeye - AgencyCounter TSA - Lexington 2206
Buildingeye Contract Addendum 7 1 2025
Invoice-250601
RESO 0426-25 4921-8483-6672 v.1.docx
R-226-2025

i **0427-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion Project, increasing the Contract price by the sum of $123,592.00, from $1,671,409.26 to $1,795,001.26, and increasing the Contract time by an additional 35 days. [Dept. of General Services, Ford]

Attachments: Memo BMI LLC Valley Park Change Order #2
Estimate 1103
Estimate 1118
Justification for Change
Contract Change Order 1 of 2
RESO 0427-25 Change Order 2 BMI LLC 4909-8612-8188 v.1.docx
R-200-2025

j **0432-25** A Resolution authorizing and directing the Div. of Traffic Engineering to install two (2) speed tables on Hawthorne Ln. between Russell Cave Rd. and Cane Run Rd., at a cost not to exceed $10,000. [Div. of Traffic Engineering, Neal]

Attachments: Blue Sheet Memo__Hawthorne Speed Tables.pdf
Reso 0432-25 Speed Table on Hawthorne Lane 4906-9250-4124 v.1.doc
R-201-2025

k **0436-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award from the Ky. Div. of Emergency Management under the FY 2025 Search and Rescue Aid Fund Program in the amount of $14,762 for the Div. of Fire and Emergency Services, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Attachments: 25 - Blue Sheet Memo - KYEM SAR Award
BA 13649
Final_PON3_095_2500000063_2_PON3
Lexington SAR Award Letter FY25
436-25 search grant 4913-0643-4365 v.1.docx
R-202-2025

l **0437-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Signature Club of Lansdowne, for Police Activities League Luncheon at a cost not to exceed $900. [Div. of Police, Weathers]

Attachments: Cover Memo - Signature Club of Lansdowne - Rental Agreement.pdf
Signature Club of Lansdowne - Rental Agreement.pdf
437-25 signature club 4932-3437-1901 v.1.doc
R-227-2025
Contract #133-2025

m **0438-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Modification No. 2 to the Agreement with Ky. Opioid Response Effort and to accept additional funding in the amount of $200,000 for The Community Paramedicine Program, and to extend the performance period through June 30, 2026, no matching funds are required and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Attachments: 25-Blue Sheet KORE Fire
BA 13651 add'l award
Draft_PON2_729_2400002022_3_PO_CNTRCT_FORM - Unsigned
438-25 kore grant 4916-8051-2317 v.1.docx
R-203-2025

n **0441-25** An Ordinance amending Section 26-4(3) of the Code of Ordinances, relating to the Rural Land Management Board, to allow members of the Board to serve three (3) consecutive terms. [Dept. of Planning and Preservation, Horn]

Attachments: Blue Sheet Memo RLMB Board Terms 2025 (Horn edit) (003).rtf
0441-25 Ordinance change for change in RLMB terms 4929-5185-0297 v.2.d
O-035-2025

o **0442-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation to formalize the Joint Terrorism Task Force. [Div. of Police, Weathers]

Attachments: Cover Memo - MOU - FBI - JTTF.pdf
Memorandum of Understanding - FBI - Joint Terrorism Task Force (JTTF).pdf
442-25 fbi terriosim 4899-0855-5069 v.1.doc
R-228-2025
Contract #132-2025

p **0444-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Agreement with Highbridge Spring Water for a hydration station to provide free water to participants of the Bluegrass 10,000 and Fun Run and July 4th Festival at a cost not to exceed $1,500. [Div. of Parks and Recreation, Conrad]

Attachments: Highbridge Bluesheet Agreement Memo 2025 - Signed - Corrected
GET 25 Highbridge Placement Agreement
RESO 0444-25 Highbridge Springs July 4 4925-6102-2780 v.1.docx
R-229-2025
R-156-2025

q **0445-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation, for defining responsibilities in the Human Trafficking Task Force. [Div. of Police, Weathers]

Attachments: Cover Memo - MOU - FBI - CEHTTF.pdf
Memorandum of Understanding - FBI - Child Exploitation and Human Traffick
445-25 fbi 4913-2917-8685 v.1.doc
R-230-2025
Contract #131-2025

r **0447-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with AE Electrical Solutions, for the Government Center Emergency Generator Replacement Project, increasing the Contract price by the sum of $11,180.00, from $242,980.82 to $254,160.82, and increasing the Contract time by an additional fourteen (14) days. [Div. of Facilities and Fleet Management, Baradaran]

Attachments: 1 - Blue Sheet Memo
2 - LFUCG Contract Change Order Detail Form
3 - Consultant Contract Change Directive
4 - Copy of Purchase Order
RESO 0447-25 Change Order 2 AE Electrical Solutions 4931-8053-5612 v.1.
R-204-2025

s **0448-25** A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Garland/DBS, Inc., for the Pam Miller Downtown Arts Center Roof Replacement, at a cost not to exceed $974,005. [Dept. of General Services, Ford]

Attachments:
Memorandum - Garland DBS Inc.
COI_Garland DBS Inc.
Professional Services Agreement_Garland wExhibits_Signed by GDI
Project-Schedule_PMDAC
PMDAC Roof Bid Package w Addenda
OMNIA Racine County Wisconsin Master Agreement PW1925
RESO 0448-25 Pam Miller Downtown Arts Center Roof Replacement 4934-4
R-205-2025
Contract #118-2025

t **0452-25** A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Regroup, for a notification service at a cost not to exceed $24,692. [Div. of Emergency Management, Larkin]

Attachments:
Regroup Blue Sheet Memo
Regroup Sales Agreement-LFUCG-dtd 06-02-2025
Regroup Subscription (60000 Contacts)
Regroup Form W9 2025
452-25 regroup 4912-4044-2173 v.1.doc
R-206-2025
Contract #136-2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0459-25

File ID:	0459-25	**Type:**	Summary	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2025
File Name:	Table of Motions: Council Work Session, April 29, 2025			**Final Action:**	05/06/2025

Title: Table of Motions: Council Work Session, April 29, 2025

Notes:

Sponsors:

Enactment Date:

Attachments: TOM 042925

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	05/06/2025	Approved				Pass

Text of Legislative File 0459-25

Title

Table of Motions: Council Work Session, April 29, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
April 29, 2025

Mayor Gorton called the meeting to order at 3:00 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present. Councilwoman Denise Gray was absent.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

III. Approval of Summary

Motion by Morton to approve the April 22, 2025, Work Session Summary. Seconded by Sevigny. Motion passed without dissent.

IV. Budget Amendments

V. Budget Adjustments – For Information Only

VI. New Business

Motion by Baxter to approve New Business. Seconded by Curtis. Motion passed without dissent.

VII. Communications from the Mayor- Appointments

VIII. Communications from the Mayor- Donations

IX. Communications from the Mayor- Procurements

X. Continuing Business/Presentations

Motion by Sevigny to approve Neighborhood Development Funds. Seconded by Curtis. Motion passed without dissent.

Motion by Reynolds to approve Council Capital Projects. Seconded by Sevigny. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

XIII. Adjournment

Motion by Sevigny to adjourn at 3:30 p.m. Seconded by Curtis. Motion passed without dissent.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0461-25

File ID:	0461-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2025
File Name:	Capital List 5/6/25			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Walnut Grove Estates Homeowners Association, Inc. ($2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Notes:

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Capital List 5.6.25, Reso 0461-25 Council Capital (5-6-25) 4928-6648-1471 v.1.docx, R-231-2025	**Enactment Number:**	R-231-2025
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	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0461-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement related to Council Capital Project Expenditure Funds with Walnut Grove Estates Homeowners Association, Inc. ($2,000), for the Office of the Urban County Council, at a cost not to exceed the sum stated. [Council Office, Hall]

Summary

Organization:

Walnut Grove Estates Homeowners Association, Inc.
Laura Newsome
1105-121001-0001-71102

Purpose:
For a new fountain in the neighborhood pond
Amount:
$ 2,000.00

Council Capital Projects
May 6, 2025
Work Session

Amount	Recipient	Purpose
$ 2,000.00	Walnut Grove Estates Homeowners Association, Inc. Laura Newsome 1105-707603-7232-76101	For a new fountain in the neighborhood pond

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH WALNUT GROVE ESTATES HOMEOWNERS ASSOCIATION, INC. ($2,000.00), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Walnut Grove Estates Homeowners Association, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Walnut Grove Estates Homeowners Association, Inc. ($2,000.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0461-25:GET:4928-6648-1471, v. 1

RESOLUTION NO. 231 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT RELATED TO COUNCIL CAPITAL PROJECT EXPENDITURE FUNDS WITH WALNUT GROVE ESTATES HOMEOWNERS ASSOCIATION, INC. ($2,000.00), 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 an agreement related to Council Capital Project Expenditure Funds, which is attached hereto and incorporated herein by reference, with Walnut Grove Estates Homeowners Association, Inc., for the Office of the Urban County Council.

Section 2 – That an amount, not to exceed the sum stated, be and hereby is approved for payment or transfer to Walnut Grove Estates Homeowners Association, Inc. ($2,000.00), from account #1105-121002-91715, from various Council Districts, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0461-25:GET:4928-6648-1471, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0460-25

File ID:	0460-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2025
File Name:	Summary: General Government and Planning Committee, March 4, 2025			**Final Action:**	
Title:	Summary: General Government and Planning Committee, March 4, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	3.4.25 GGP 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:

Text of Legislative File 0460-25

Title

Summary: General Government and Planning Committee, March 4, 2025

General Government & Planning (GGP) Committee

March 4, 2025

Summary and Motions

Chair Liz Sheehan called the meeting to order at 1:00 p.m.

Committee members Liz Sheehan, Dan Wu, James Brown, Chuck Ellinger II, Shayla Lynch, Hannah LeGris, Emma Curtis, Whitey Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council members Tyler Morton, Denise Gray, and Amy Beasley were present as non-voting members.

I. APPROVAL OF FEBRUARY 4, 2025 COMMITTEE SUMMARY (Sheehan)

Ellinger motioned to approve the February 4, 2025 General Government and Planning Committee Summary. Seconded by Sevigny. The motion passed unanimously.

II. DOWNTOWN AREA MASTER PLAN (LeGris)

Boyd Sewe, Senior Planner in Long-Range Planning, provided background information and explained the need to adopt a Downtown Area Master Plan. The plan will align with Imagine Lexington 2045 through a community-centered approach by establishing clear short-term and long-term priorities. Other key objectives include developing actionable strategies for sustainable growth, redevelopment, and preservation; increasing housing options and investment opportunities; enhancing pedestrian and bicycle safety; improving connectivity between downtown and surrounding neighborhoods; providing stronger support for tourism and economic development; and strengthening community ties and supporting current residents. An RFP was issued, and the contract is anticipated to begin in May and last around 18 months. Council members will be involved throughout the process, especially in the six districts that include a portion of downtown. As part of the RFP, the consultant set the boundaries of the downtown area through input and data. The committee took no action.

III. BOARDS AND COMMISSIONS COMPREHENSIVE REVIEW (Lynch)

Councilmember Shayla Lynch introduced the item. Kit Anderson, Deputy Director of CivicLex, and Nick Lyell, Co-Founder and Chief Impact Officer of CivStart, presented their report, "Strengthening Lexington's Boards and Commissions," to the committee. Their research included staff and member surveys, mapping and attending board and commission meetings, what our peer cities do, meeting with technology stakeholders, and engaging the public and student focus groups. The recommendations were grouped into four areas of focus: representation, functionality, accessibility, and transparency. A hierarchy for prioritizing recommendations according to their beliefs about LFUCG was created. Committee members inquired about increasing awareness of our boards and commissions, improving their staffing, and identifying which boards or commissions may require restructuring, consolidation, or dissolution. Next, CivicLex will anonymize and publish its data and snapshots of each board and commission. Councilmember Lynch and Vice Mayor Wu

plan to form a working group or subcommittee to review and implement all necessary recommendations. The committee took no action.

IV. SHORT-TERM RENTAL (STR) UPDATE (Brown)

Councilmember James Brown introduced the item. Wes Holbrook, Director of Revenue, reviewed the item's timeline and provided an update on renewals and compliance. The compliance hotline, launched in late 2024, has received 31 valid calls. His staff continues researching platforms to determine which STR listings are not compliant. Recently, 78 properties were identified and received an initial notice. Short-term rentals are regulated licenses that must be renewed annually by January 31st—failure to renew results in the revocation of the permit by the Division of Revenue and zoning compliance. The committee took no action.

V. ELECTRONIC DIGITAL BILLBOARDS (Elliott Baxter)

Councilmember Whitney Elliott Baxter provided a brief overview of the ZOTA filed for this item and announced her plans to meet with each council member to discuss it further. The committee took no action.

VI. LEXINGTON'S PRESERVATION AND GROWTH MANAGEMENT PROGRAM (LP&GMP) (Wu)

Vice Mayor Wu provided an update on engagement and education opportunities and reviewed Lexington's Preservation and Growth Management Program (LP&GMP) timeline. Two educational events and a public input survey are scheduled for March. Additional public input events and opportunities will also be scheduled. Those interested should visit engage.lexingtonky.gov. The committee took no action.

VII. ITEM REFERRED TO COMMITTEE (Sheehan)

The committee took no action.

Chair Sheehan adjourned the meeting at 2:16 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0463-25

File ID:	0463-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2025
File Name:	Proclamation: Building Safety Month			**Final Action:**	05/06/2025
Title:	Proclamation: Building Safety 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	05/06/2025	Received and Filed				

Text of Legislative File 0463-25

Title

Proclamation: Building Safety Month

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0462-25

File ID:	0462-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	05/01/2025
File Name:	Presentation: Lextran FY2026 Budget			**Final Action:**	06/12/2025

Title: A Resolution approving the FY 2026 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

Notes:

Sponsors:

Enactment Date: 06/12/2025

Attachments: Lextran LFUCG Council 5.6.25 Final, FY 2026 Lextran Budget Walk on 4904-9391-1103 v.1, RESO 462-25- Lextran budget fy 2026 4898-1150-3431 v.1.doc, R-257-2025

Enactment Number: R-257-2025

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	05/06/2025	Approved and Referred to Docket	Urban County Council	05/29/2025		Pass
1	Urban County Council	05/29/2025	Received First Reading	Urban County Council	06/12/2025		
1	Urban County Council	06/12/2025	Approved				Pass

Text of Legislative File 0462-25

Title

A Resolution approving the FY 2026 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004. [Council Office, Hall]

Lextran FY2026 Budget

Presented to the Lexington-Fayette Urban County Council



Lextran

May 6, 2025

WE SERVE PEOPLE AND OUR COMMUNITY WITH MOBILITY SOLUTIONS.



Congratulations Mike Burnett, 4th Place in the 2025 International Bus Roadeo!



Outline

- Highlights from FY2025
- Lextran Services
  - Fixed-Route Outlook
  - Paratransit Outlook
  - Downtown Circulator
  - Microtransit
- Economic Outlook
- FY2026 Budget
- Looking ahead to FY2026



Highlights for FY2025

- Considerable progress on major capital projects
  - Transit Center Interior Renovation
  - CNG Fueling Expansion
  - Maintenance Facility CNG Enhancements
- A new Collective Bargaining Agreement
- Acquired and placed 10 paratransit and 6 fixed-route vehicles into service
- Implemented Service Improvements for fixed-route on-time performance
- Launched two major planning efforts: Microtransit Feasibility and Strategic Planning
- Began implementation of technology system improvements through Avail and TSI
- Paratransit community outreach and focus on improving service quality







Fixed-Route Outlook

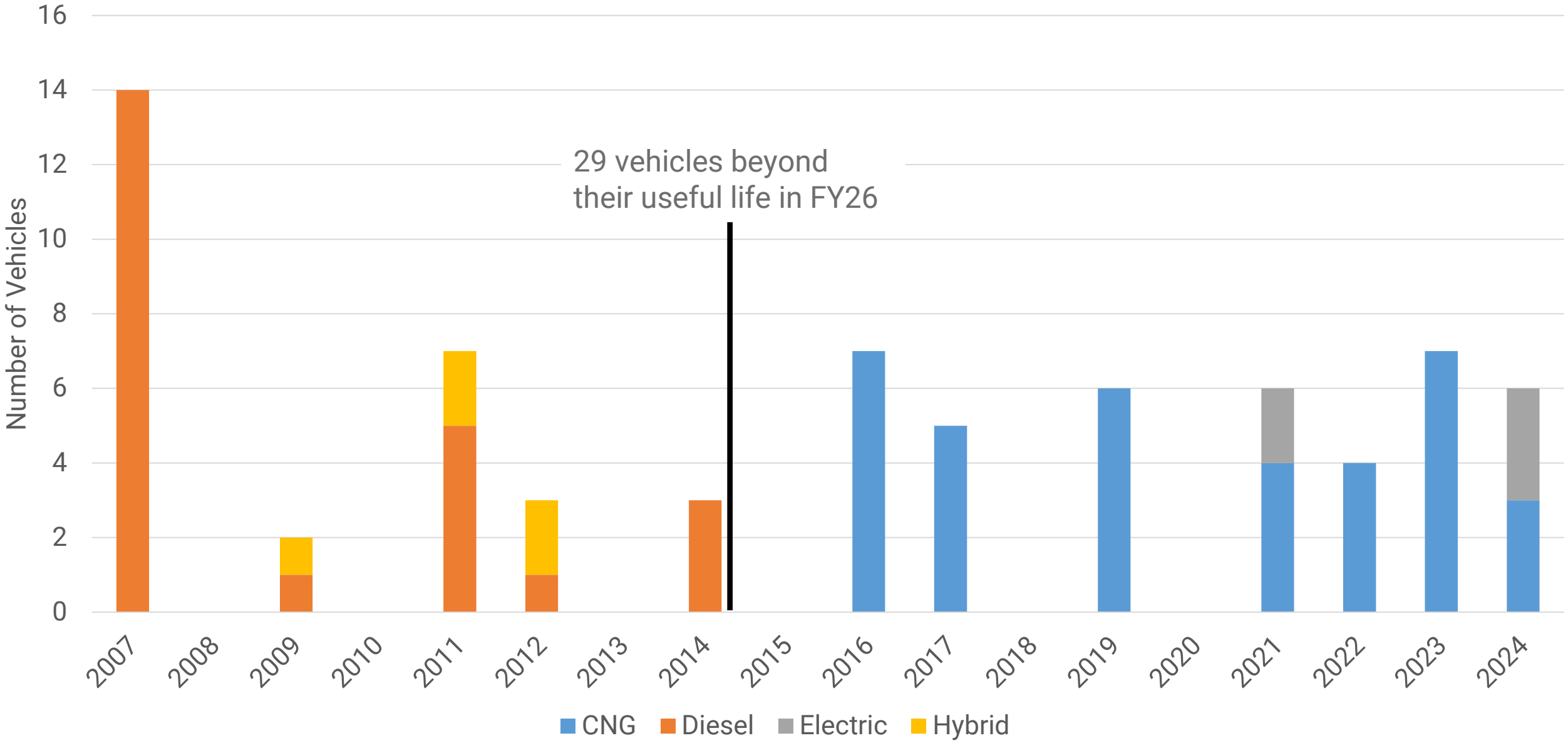
- Projected about 3.5 million fixed-route trips in FY2025; down from 3.76 million in FY2024.
- Progress on technology and passenger amenities.
- Service improvements for on-time performance planned for this fall.

Unfunded Service Priorities

- Frequency along major corridors
  - Most arterials have 35-minute frequency during peak periods;
  - 70 minutes during non-peak, nights, and weekends
- Service to growth areas (Polo Club; Reynolds Road; Blue Sky Rural Development District)
- More direct service (Centre Parkway Connector)



Active Fixed-Route Fleet



Lextran

Paratransit Outlook

- Complementary to the fixed-route service under the Americans with Disabilities Act (ADA) and is operated county-wide
- Eligibility is based on ability to access to the fixed-route service
- We project about 170,000 trips in FY2025, an increase of about 2,000 trips from FY2024.
- Focus on fleet improvements to improve on-time performance and overall service quality.



Lextran

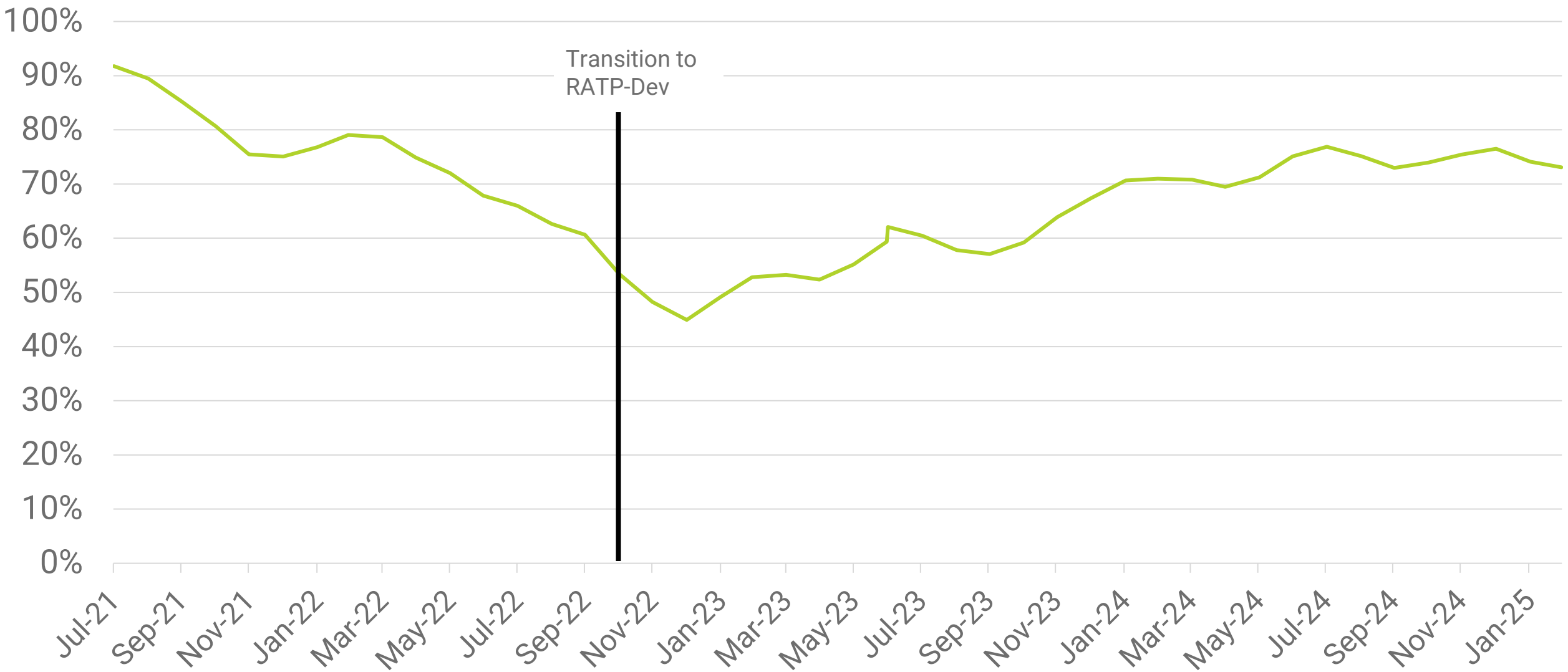
Paratransit Fleet Replacement

Year	Number of Vehicles	Max Passenger Capacity	Current Age
2012	3	8	13
2013	1	8	12
2015	1	4	10
2016	1	4	9
	5	8	9
2017	2	4	8
	4	8	8
2019	9	8	6
	5	10	6
2021 (leased)	19	3	4
2024	9	4	1
2025	7	8	0
	3	12	0

- Nearly half of the fleet has a maximum capacity of four passengers or less
- 50 of the 69 vehicles will be at or beyond its useful life in FY2026
- Long-term fleet goal is 62 cutaways with a minimum capacity of 8 passengers, preferably 12 passengers.



Wheels On-Time Performance
Three-Month Rolling Average



Lextran

Downtown Circulator

- Collaboration with LFUCG, VisitLex, Downtown Lexington Partnership, Lexpark, and District stakeholders
- Schedule and hours of operation are dependent on funding
- MPO grant funds are available for vehicles that can be flexed into Lextran services while not operating the circulator

Collaborators are continuing exploration of operating funds for the service

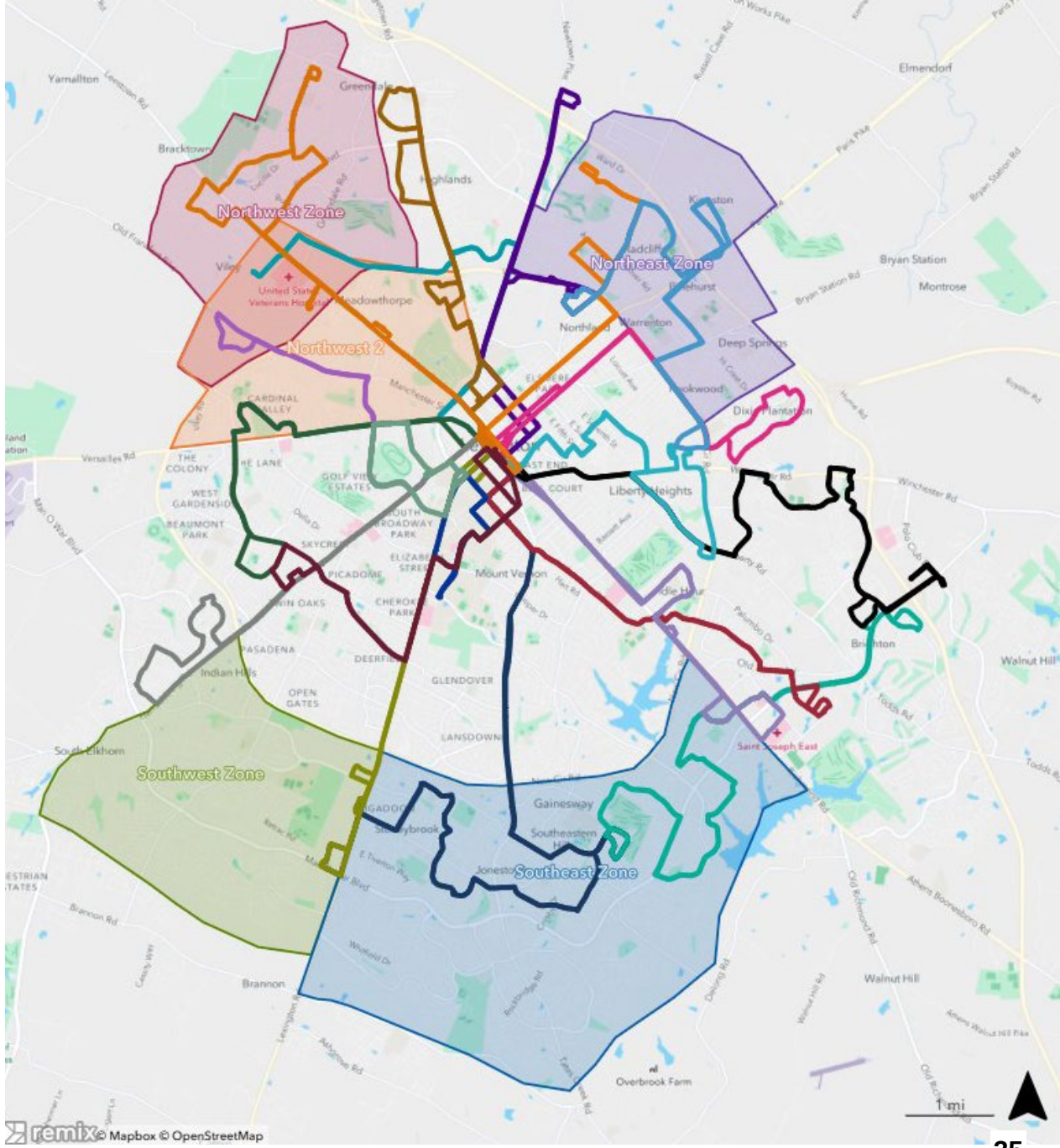




Photos courtesy of The Warehouse Block and Lexington Distillery District Social Media

Microtransit Feasibility Study

- Ongoing Community Input & Data Analysis
  - Understanding needs and potential zones
  - Better idea of how a pilot fits into the Lexington-Fayette County landscape
- Completed Case Studies of six (6) peer agencies
- Preliminary findings:
  - Microtransit survey: About 72% of survey respondents indicated that they would use a microtransit service; only 25% said they would use it to access a Lextran bus stop.
  - Peer studies: Start small & be prepared for ADA considerations
  - Data analysis: Five (5) zones of high potential
  - Cost: Estimated at $100 per vehicle per hour, excluding marketing, administration, and overhead



Economic Outlook

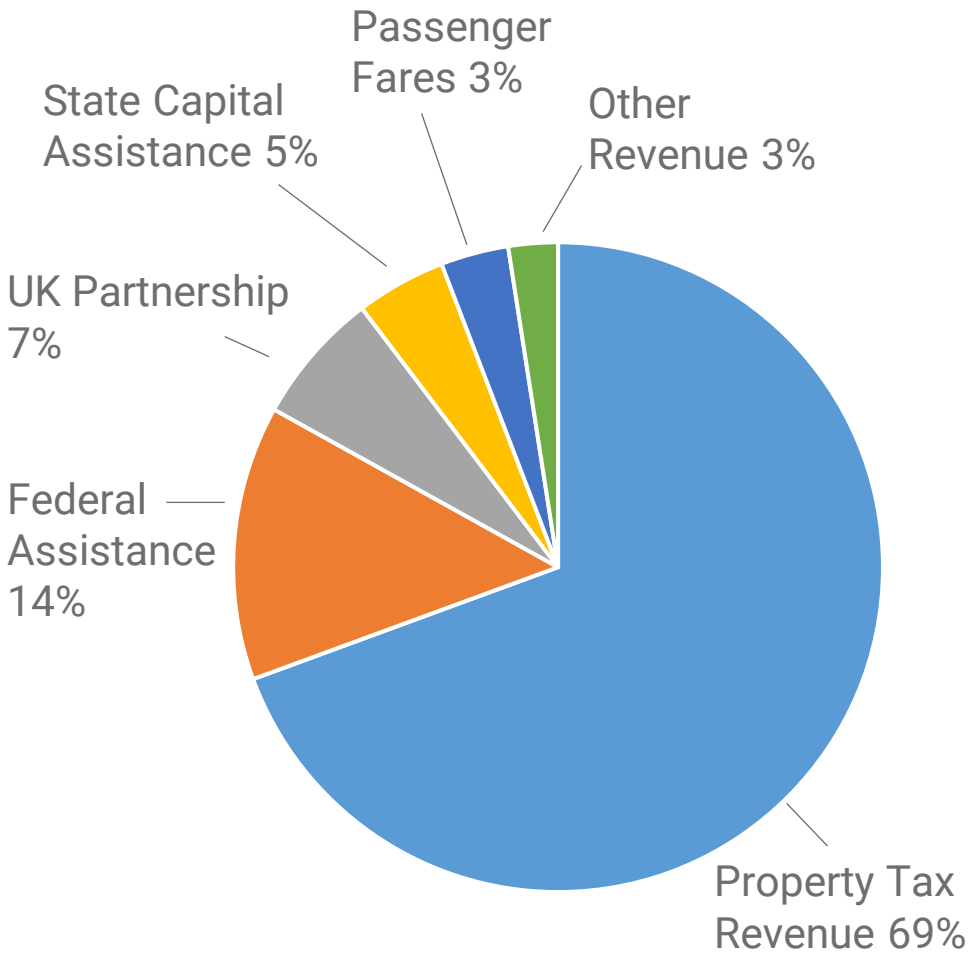
- Rising expenses
  - Paratransit ($2.6m annual increase, 45% since FY19)
  - Wages ($4.4m annual increase, 48% since FY19)
  - Fringe Benefits ($2.5m annual increase, 49% since FY19)
- Uncertainty around federal funding and tariffs
- Significant unfunded capital needs
  - Paratransit vehicles
  - Fixed-route vehicles
  - Safety projects, including the Transit Center Exterior
  - Fare collection system



FY2026 Budget- Revenues

REVENUE	FY2025 Budget	FY2025 Projection	FY2026 Budget
Property Tax Revenue	24,023,978	25,459,478	26,350,560
Federal Assistance	5,617,465	4,880,000	5,188,397
UK Partnership Agreement	2,511,104	2,566,434	2,511,104
State Capital Assistance	1,587,548	1,587,548	1,700,893
Passenger Fares	1,274,153	1,282,722	1,282,727
Other Revenue	480,900	684,585	934,599
Total Revenue	**35,495,147**	**36,460,766**	**37,968,279**

- Property Tax Revenue represents nearly 70% of revenue.
- State Capital Assistance supports matching of federal grants.
- Passenger Fare Revenue is budgeted to be stagnant, reflecting ridership trends.
- Other Revenue includes advertising, fuel tax refunds, vending, and other smaller revenues.

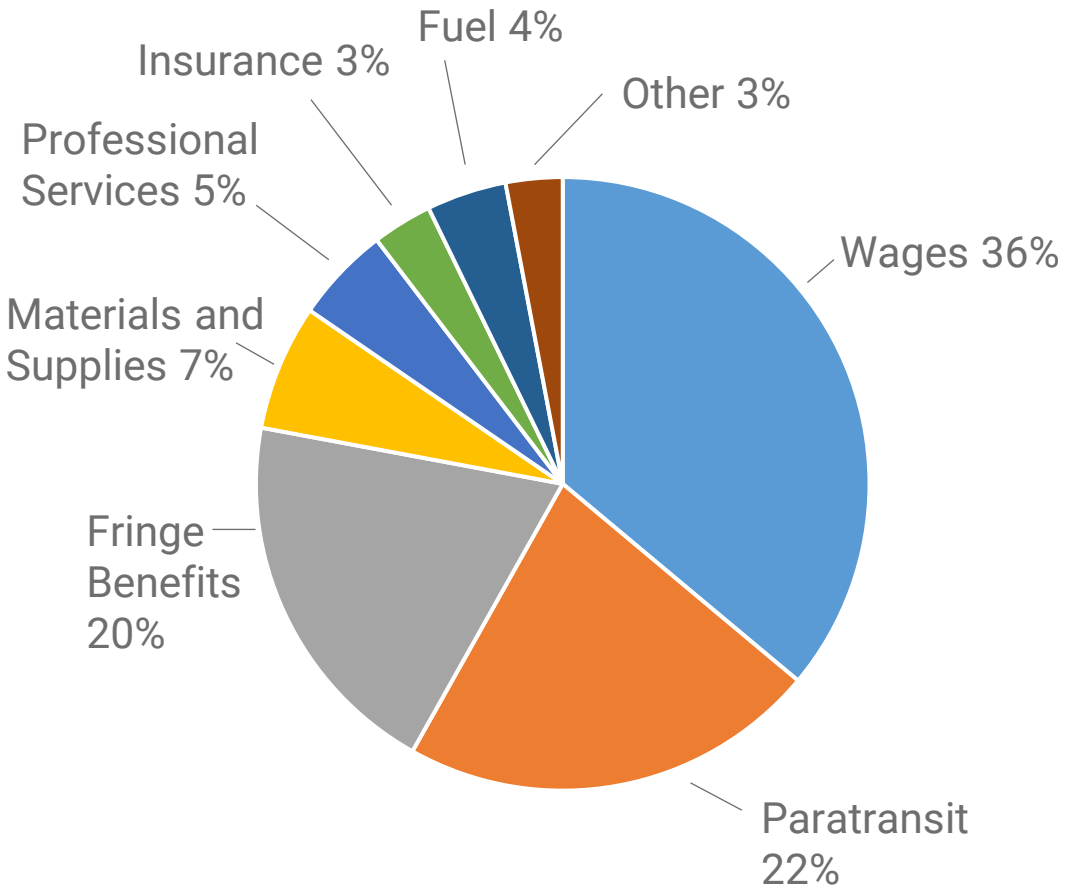


Lextran

FY2026 Budget- Expenses

OPERATING EXPENSES	FY2025 Budget	FY2025 Projection	FY2026 Budget
Wages	12,557,405	12,734,353	13,700,256
Paratransit Expenses	8,067,918	7,805,000	8,378,000
Fringe Benefits	7,212,819	6,803,880	7,511,872
Materials and Supplies	1,576,500	1,968,208	2,519,000
Professional Services	1,907,601	1,762,166	1,921,932
Insurance	980,383	1,112,533	1,201,535
Fuel (Diesel and CNG)	1,839,959	1,012,499	1,600,000
Other Expenses	1,352,562	1,039,409	1,135,684
Total Operating Expenses	**35,495,147**	**34,238,047**	**37,968,279**

- Wages, Fringe, and Paratransit Expenses combine for about 78% of expenses.
- Materials and Supplies expenses are sensitive to tariffs.
- Other Expenses includes advertising, fuel taxes, utilities, travel, training, dues, subscriptions, and so forth.



Looking ahead to FY2026

- Complete major projects
  - Transit Center interior renovation
  - ITS technology project
  - CNG maintenance improvements
  - Microtransit feasibility study
  - Strategic plan
- Realize paratransit on-time performance improvements
- Launch an operator safety barrier installation project
- FTA program updates—DBE and Title VI
- Fixed-route service improvements
- Incorporate new vehicles into the fixed-route and paratransit fleet
  - 10 fixed-route buses currently on order; existing grant funding for one additional electric bus
  - 10 paratransit cutaways





Lextran

WALK-ON MOTION

I move to place on the docket for the May 29, 2025, Council Meeting a Resolution approving the FY 2026 Budget of the Transit Authority of the Lexington-Fayette Urban County Government (LexTran) pursuant to KRS 96A.360 and requesting that the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds to LexTran collected from the Ad Valorem Tax approved by voters on November 9, 2004.

_____
Councilmember

Motion made at the May 6, 2025, Work Session.

4904-9391-1103, v. 1

RESOLUTION NO. _____-2025

A RESOLUTION APPROVING THE FY 2026 BUDGET OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN) PURSUANT TO KRS 96A.360 AND REQUESTING THAT THE COMMISSIONER OF FINANCE AUTHORIZE THE FAYETTE COUNTY SHERIFF'S OFFICE TO DISBURSE THE FUNDS TO LEXTRAN COLLECTED FROM THE AD VALOREM TAX APPROVED BY VOTERS ON NOVEMBER 9, 2004.

WHEREAS, KRS 96A.360 requires LexTran to submit its budget to the Lexington-Fayette Urban County Government for review and approval; and,

WHEREAS, pursuant to KRS 96A.360, approval is necessary in order for Lextran to receive the ad valorem property taxes ($.006 per $100.00) collected by the Lexington-Fayette Urban County Government.

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

Section 1 – That the FY 2026 Budget for the Transit Authority of the Lexington-Fayette Urban County Government (Lextran), which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 96A.360.

Section 2 – That the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds collected from ad valorem property taxes approved by voters on November 9, 2004 to Lextran as required by law.

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
0462-25:EPT_4898-1150-3431, v. 1

RESOLUTION NO. 257 -2025

A RESOLUTION APPROVING THE FY 2026 BUDGET OF THE TRANSIT AUTHORITY OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LEXTRAN) PURSUANT TO KRS 96A.360 AND REQUESTING THAT THE COMMISSIONER OF FINANCE AUTHORIZE THE FAYETTE COUNTY SHERIFF'S OFFICE TO DISBURSE THE FUNDS TO LEXTRAN COLLECTED FROM THE AD VALOREM TAX APPROVED BY VOTERS ON NOVEMBER 9, 2004.

WHEREAS, KRS 96A.360 requires LexTran to submit its budget to the Lexington-Fayette Urban County Government for review and approval; and,

WHEREAS, pursuant to KRS 96A.360, approval is necessary in order for Lextran to receive the ad valorem property taxes ($.006 per $100.00) collected by the Lexington-Fayette Urban County Government.

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

Section 1 – That the FY 2026 Budget for the Transit Authority of the Lexington-Fayette Urban County Government (Lextran), which is attached hereto and incorporated by reference, be and hereby is approved for the purposes set forth in KRS 96A.360.

Section 2 – That the Commissioner of Finance authorize the Fayette County Sheriff's Office to disburse the funds collected from ad valorem property taxes approved by voters on November 9, 2004 to Lextran as required by law.

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

PASSED URBAN COUNTY COUNCIL: June 12, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0462-25:EPT_4898-1150-3431, v. 1

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: 0382-25

File ID:	0382-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	142-2025	**In Control:**	Urban County Council
				File Created:	04/15/2025
File Name:	Love to Ride Bicycle Promotion Platform Contract FY 25 - Lexington Area MPO			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Love to Ride, for professional services for the Lexington Area MPO to increase bicycling in Lexington, at a cost not to exceed $26,162. [Div. of Planning, Duncan]

Notes: SAF in the CCO. REturnred to Celia Moore 6/3/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	25- Blue Sheet Memo Love to Ride, Love to Ride - Lexington MPO Service Agreement FINAL, RESO 0382-25 4929-2659-3085 v.1.docx, R-221-2025, Contract # 142-2025	**Enactment Number:**	R-221-2025
Deed #:		**Hearing Date:**	
Drafter:	Christopher Evilia	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0382-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Love to Ride, for professional services for the Lexington Area MPO to increase bicycling in Lexington, at a cost not to exceed $26,162. [Div. of Planning, Duncan]

Summary

Authorization to execute an Agreement with Love to Ride, for professional services for the

Lexington Area MPO to increase bicycling in Lexington, at a cost not to exceed $26,162.
Funds are Budgeted. (L0382-25)(Duncan/Horn)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by William D Razor, April 3, 2025

Risk Management: N/A

Fully Budgeted: Yes
Account Number: 3160-160705-0001-71299
This Fiscal Year Impact: $26,162
Annual Impact: $0
Project: SLX_UPWP_2025
Activity: 5.0
Budget Reference: 2025
Current Balance: $59,212.75

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: **APRIL 24, 2025**

SUBJECT: **Love to Ride Bicycle Promotion Platform**

Request: Council authorization to approve agreement with Love to Ride, a bicycle promotion and behavior change platform (cost not to exceed $26,162). Funds are budgeted.

Termination Language: The term of agreement is one year (12 months) unless terminated by giving the other party 30 days written notice, if any of the other parties: (a) has entered into receivership or liquidation or entered into a composition with its creditors; or (b) is in material breach of any term of this Agreement and failed to remedy such a breach after written notice and at least 30 days to remedy the breach. There is no automatic renewal of the agreement nor are there any optional extensions of the agreement.

Purpose of Request: The Lexington Area MPO seeks professional services offered by Love to Ride, an online behavior-change platform, to increase bicycling in Lexington.

Love to Ride is a unique service that offers a game theory-based online platform with proven success in increasing bike and scooter usage. They have hosted campaigns in 12 countries and over 200 cities around the world. Through targeted audience segmentation, game-based engagement, and proven-effective communications packages, Love to Ride has demonstrated success in increasing ridership across communities. The MPO/Love to Ride service agreement includes two individual month-long public outreach campaigns (May Bike Month and Cycle September) with promotional and technical support from Love to Ride staff. Additional promotions, incentives, and outreach opportunities will also be available year round. Love to Ride will also provide a comprehensive post-campaign evaluation of its effectiveness. Additional data analysis is provided through aggregated and anonymized behavioral and social data points (e.g., traffic stress/comfort ratings along routes, numbers of "influencers" encouraging others to ride via the platform, etc.) which will help the MPO identify barriers to bicycling and scooting around the community.

The MPO and Division of Environmental Quality's Public Information and Engagement team will collaborate directly with Love to Ride staff to execute and coordinate the campaign with other city-supported behavior-change efforts (e.g., Green Check program).

Cost in this Budget year and future budget years: Cost in FY 2025 is $26,162. The source of funding is the Surface Transportation Block Grant dedicated to the Lexington Area (STBG-SLX) with 80% being federal funds and 20% being local match (Resolution 110-2025).

Are the funds budgeted? Yes, 3160-160705-0001-71299; SLX_UPWP_2025 5.0
File Number: 382-25

Director/Commissioner: Duncan/Horn

Service Agreement

This agreement is dated _____ by and between: **Lexington Area MPO (LAMPO)** of 101 E Vine St # 700, Lexington, KY 40507, **("Local Partner")**; and **Love to Ride LLC** whose registered office is situated at 670 Willoughby Way NE, Atlanta, GA 30312, USA **("LtR").**

1. Introduction

1.1. This contract sets out the agreement ("the Agreement") between LtR and LAMPO setting out the terms and conditions upon which LtR shall provide the services set out in Appendix 1 ("the Services"). LtR have an app and web-based biking behavior change and challenge platform called 'Love to Ride' ("the Platform"). The Services include online tools to enable Lexington to run challenge campaigns outlined in Appendix 1 within LAMPOs jurisdiction ("the Region") supported by funding provided by Lexington (collectively the initiative provided by LtR being referred to herein as "the Program").

1.2. The Program will involve third parties such as members of the public ("Users") and other individuals, groups and organizations who will support and promote the Site and the Program in the Region, as approached by Lexington and LtR ("Supporters").

1.3. The Program will be open to all those living or working in the Region who are over the age of 15. The Users will be eligible to register their involvement in the Program according to the terms and conditions set out on the Challenge website.

1.4. This Agreement shall commence on _____ ("the Commencement Date") and shall continue in force unless terminated in accordance with the provisions of this contract until _____ ("the End Date"). The period this agreement covers shall be referred to as "the Partnership Period". The intention is for a long-term partnership between Lexington and LtR, and therefore, the Partnership Period can be extended with an updated Service Agreement covering future years.

1.5. This Agreement is solely for the benefit of Lexington and LtR and does not create or confer any rights upon third parties.

1.6. By agreeing to this Agreement both parties agree to be bound by the terms of this Agreement.

2. Services Provided

2.1. Details of the services that will be provide by Love to Ride to LAMPO are outlined in Appendix 1.

2.2. If LAMPO would like to run additional competitions or Challenges on the Site after the Local Partner's Bike Challenge, LAMPO will gain written approval from LtR before these are promoted. This is because there maybe requirements of additional functionality or set-up by LtR, which may incur additional costs, and thus additional funding may need to be secured to enable these additional competitions or promotions to take place on the Site.

2.3. Love to Ride may also run additional bicycle encouragement programs on the Site, including giving away prizes to people who are riding each month. LAMPO has the option to "turn off" additional Challenges to users in the Region when they run concurrently or overlap with The Local Partner's local programming.

3. Data Protection

3.1. When users register onto the Site they agree to the Site's Terms of Service and Privacy Policy.

3.2. In accordance with these Terms of Service and the Privacy Policy, Users' contact details cannot be removed from the Site and passed on to any third parties, including supporters and sponsors, without the users' consent.

3.3. Both LAMPO and LtR will comply with the relevant legislation regarding data storage, use and communication.

4. Website customization

4.1. LAMPO will be able to change the text and images on the following parts of the site:

4.1.1. The general information pages - controlled via the Content Management System (CMS).
4.1.2. The 'Announcements' – these can be controlled by LAMPO and can include onward links to their website.
4.1.3. The logos in the footer of the site.
4.1.4. Website header banner.

4.2. Other parts of the site have been designed to be user friendly and easy to use. They cannot be changed without prior agreement from LtR.

5. User Communication

5.1. All parties acknowledge that it is important that Users do not receive too many email communications (i.e. more than 3 emails a week during the Challenge, and 1 email every 3 weeks outside of a Challenge promotional period) or receive emails, containing information that is not relevant to them.

5.2. LAMPO's main method of communication with users should be via the 'Announcements' tool on the site. LAMPO will be able to administer this content themselves, as they see fit.

6. Terms of Service and Privacy Policy

6.1. When Users register on the Site they must agree to sign up to our standard Terms of Service and Privacy Policy. These can be viewed on www.lovetoride.net by clicking on the 'Terms of Service' and 'Privacy Policy' links on the footer of any page.

7. After the end of the Partnership Period

7.1. LAMPO will be given the opportunity to sign-up for another partnership with Love to Ride in the Region. If LAMPO does not choose to extend the partnership, then the Site will revert to local default settings and LAMPO will give up their privileges on the Site.

7.2. A database of the participants who have opted into emails from LAMPO will be provided to The Local Partner. These participants details must also not be handed on to third parties without users' permission.

7.3. Users' profiles will remain on the Love to Ride platform. User's profiles will not be deleted without the user's consent. User's will remain signed up to receive emails from the Love to Ride platform, until they delete their profile or unsubscribe.

8. Responsibility for Results

8.1. As the Love to Ride local sites and communities are largely driven and grown at the local level by Local Partners and Supporters, it will be the Local Partner's responsibility to promote the Site, encourage registrations, and grow the user base.

9. Limitation of Liability

9.1. According to the Terms and Conditions of the Site, neither LtR nor LAMPO are liable for any injury or, accident to the Site Users, or for the behavior of the Site Users that results

from the Users' interaction and participation on the Site and any promotional campaigns or a bicycle.

9.2. The following term is included in the Terms and Conditions that user's agree to in order to register on and use the site: *"You agree to indemnify and hold harmless Lexington and Love to Ride LLC, their contractors, licensors, Local Partners and supporters and their respective directors, officers, employees and agents from and against any and all claims and expenses, including lawyers' fees, arising out of your use of the Platform, the Challenge program and your use of a bicycle or any experience or incident you have with a bicycle or a cyclist. You cycle at your own risk, and you are responsible for ensuring that the bicycles you ride are in a roadworthy condition, and you are responsible for observing the rules of road and keeping yourself safe while riding."*

10. Sponsorship

10.1. LAMPO will be able to secure various sponsors and promote those sponsors on the Site on the pages controlled by the Content Management System ("CMS"), and the announcements on the site.

10.2. LtR reserves the right to find appropriate sponsors for the global and national prizes, incentives, and programs that are available to users all over the world and in defined areas (e.g., The USA).

11. Branding

11.1. "Logo" shall mean any identification, branding, trade or service marks and promotional, marketing or advertising materials produced by or on behalf of (1) Lexington or (2) LtR.

11.2. The Local Partner's logo plus 3 other key partner logos will be placed in the footer of every page of the Site along with the Love to Ride logo. Additional partner logos can be placed on other places of the site by Lexington (e.g., CMS pages and announcements).

11.3. The Logos of both Love to Ride and LAMPO will appear on all marketing materials, reports, website, and presentations relating to the Program.

11.4. Both parties agree to provide their Logo(s) to the other party in the appropriate format for this purpose.

11.5. **Section 11.5**- Each party shall ensure that all requirements under the Lexington-Fayette Urban County Government Chief Administrative Office Policy No. 57- Branding, Graphic, and Logo Standards, if applicable, are adhered to in all marketing materials, reports, websites, and presentations relating to the program.

12. Intellectual property rights

12.1. Lexington retains all rights, title, ownership and interest in the Local Partner's patents, trademarks, service marks, design rights (whether registered or otherwise), copyright materials, trade or business names and other intellectual property rights vested in it at any time, whether present, contingent, or future. LtR hereby assigns to LAMPO copyright and other intellectual property rights in any modifications or developments which it or its employees or agents may make to intellectual property belonging to the Local Partner. LtR will not use any material pertaining to LAMPO without prior written approval from The Local Partner

12.2. LtR shall retain all rights, title ownership and interest in their patents, trademarks, service marks, design rights (whether registered or otherwise), copyright materials, trade or business names and other intellectual property rights at the date of this Agreement. LAMPO hereby assigns to LtR copyright and other intellectual property rights in any modifications or developments which it or its employees or agents may make to intellectual property belonging to LtR at the date of this Agreement. Lexington will not use any material pertaining to LtR without prior written approval from LtR. LtR owns the Love to Ride community platform and the community data.

12.3. Each party shall retain all the intellectual property rights it had prior to the Program. LtR shall own all existing and future intellectual property rights it develops and relating to the Program. These include the Site, marketing materials, ideas, documentation, processes, and techniques developed by LtR in relation to the Program.

12.4. Any custom modifications to the Site that Lexington are contributing financial resources towards will become part of the Love to Ride platform and will be owned by Love to Ride.

13. Data Ownership

13.1. Love to Ride owns the Love to Ride community and the community data. The Terms of Service users agree to states that Love to Ride will not give their contact details to any third parties. However, that third parties working with Love to Ride (including local partners and sponsors) will be able to communicate with them via Love to Ride.

13.2. During the term of the Partnership, LAMPO will have access to the user data and online dashboards as described in this agreement and in Appendix 1. After the Partnership Period, if LAMPO chooses not to continue as the official Trailblazers of the Site, then LAMPO will give up the Privileges associated with this partnership.

14. Ownership of materials

14.1. Love to Ride shall grant to Lexington an exclusive royalty free license to use any evaluation reports that might be produced for the program and the outcomes contained therein for such purposes as LAMPO sees fit and in its sole discretion.

15. Fee and payment

15.1. The agreed fee for this Program is $26,162. Invoices will be payable by LAMPO one month after the end of the month the acceptable invoice was received in. If applicable, LAMPO will provide a purchase order within fourteen days of this Agreement being signed by both parties.

15.2. Where agreed payments are not made in accordance with the schedule in clause 15.3 and with the terms in clause 15.1, this may impact upon the Program directly, resulting in suspension of activity until a payment is received in full.

15.3. Invoice schedule:

15.3.1 Payment 1: $26,162 to be invoiced from Day 1 (sign-off of this contract) of the program.

15.4. If any amount due for payment by LAMPO is not paid within 45 days of the due date, then LtR reserves the right to discontinue delivering services until the amount is paid in full.

16. Force majeure

16.1. In the unlikely event of unforeseen circumstances (e.g. national emergency, extreme weather, terrorism etc.) preventing the Program from taking place LtR is not liable to reimburse any monies already paid to implement the Program.

16.2. In the case that the situation in 16.1 arises, both parties will meet and discuss whether the Program can still go ahead. This discussion will be based on the understanding that both parties are keen to see the Program Implemented within the Agreement Period and they will use their best endeavors to accomplish this.

16.3. It is acknowledged that it will only be in exceptional circumstances that the Program will not be able to go ahead.

16.4. It is agreed that in the case that the situation in 16.1 arises, LAMPO will reimburse all costs already incurred, including time spent working on the Program. Where Lexington has paid for services not yet delivered, LtR will refund the Local Partner.

17. Confidentiality

17.1 LtR and LAMPO shall use all reasonable endeavors to keep confidential (and shall ensure that their officers, employees, agents, and professional and other advisers keep confidential) all and any information that they may have or acquire which relates to the performance or subject matter of the contract of services of this Program.

17.2. The Parties will not disclose any confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under this agreement or except where disclosure is otherwise expressly permitted by the provisions of the Contract or required by law.

18. Equality

18.1 The Parties agree that there shall be no discrimination by them against any person with respect to opportunity for employment or conditions of employment, or opportunity to utilize activities offered because of gender, disability, age, marital status, religious creed, ethnicity, nationality or country of origin, sexual orientation, gender reassignment, responsibility for dependents or trade union activity.

19. Indemnity

19.1. Except as specifically required in this clause and as may be set out explicitly elsewhere in this Agreement, neither party to this Agreement is required to indemnify the other or to be under any greater liability one to another than if this Agreement had not been signed.

19.2. LtR and LAMPO will ensure that all users agree to the terms and conditions of participating in the Program, which includes the below statement:

19.2.1. You agree to indemnify and hold harmless Lexington and Love to Ride LLC, their contractors, licensors, Local Partners and supporters and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including lawyers' fees, arising out of your use of the Platform, the Challenge program and your use of a bicycle or any experience or incident you have with a bicycle or a cyclist. You cycle at your own risk, and you are responsible for ensuring that the bicycles you ride are in a roadworthy condition, and you are responsible for observing the rules of road and keeping yourself and others safe while riding.

19.3. The Platform connects with several third-party phone applications via their Application Program Interface (API) and utilizes user data from those applications in accordance with the third party's API terms and conditions. LtR indemnifies LAMPO against any claims arising out of a breach of a third party's API terms and conditions.

20. Insurance

20.1. It is the responsibility of each of the parties in this Agreement to effect and maintain throughout the term of this Agreement a policy or policies of insurance in respect of general liability (public and products liability) sufficient to indemnify that party against any liability, cost, claim or expense arising out of their work and this Agreement.

20.2. Each party to this Agreement will on demand require its insurer or broker/intermediary to produce a certification acceptable to the other party detailing its general (public and products) liability insurance arrangements no more often than annually but at any other time as may be required to deal with any claim against any of the parties.

21. Termination

21.1. No variation of this Agreement shall be effective unless it is in writing and signed by both the parties (or their authorized representatives).

21.2. Each party may terminate this Agreement by giving the other party 30 days written notice, if any of the other parties: (a) has entered into receivership or liquidation or entered into a composition with its creditors; or (b) is in material breach of any term of this Agreement and failed to remedy such a breach after written notice and at least 30 days to remedy the breach.

21.3. Upon termination, LtR may in addition to any other remedies provided by law, charge a reasonable sum for costs incurred and work performed but not yet charged for in proportion to the Client's share of the agreed fee.

21.4. LAMPO shall be entitled to request on demand the refund of fees paid but unused and any refund shall be calculated based on allowing LtR a sum representing reasonable costs and expenses of providing the Services to the End Date. Subject to this clause and the surviving obligations set out hereunder each party shall follow termination be regarded as discharged from any further obligations under this Agreement.

21.5 LtR acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. If such funding is not appropriated in a future fiscal year, LAMPO's obligations under this Agreement shall automatically expire without penalty to the Client thirty (30) days after written notice to LtR. Client shall exercise any application of this provision in good faith.

22. Dispute resolution

22.1. In the event of a dispute, LtR and Lexington shall seek to resolve the matter by correspondence and/or discussion within 21 days of the dispute arising. If the issue is not resolved within 21 days, both parties will agree to participate in good faith in mediation before seeking remedies through the courts.

23. Governing law

23.1. The Contract shall be governed and construed in all respects in accordance with the laws of the State of Kentucky. Each party hereby submits to the jurisdiction of the Kentucky State Courts.

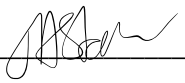
SIGNED FOR AND ON BEHALF OF Lexington (Local Partner):

Signature: _____ Date: _____

Name of Authorized Officer: _____

Position of Authorized Officer: _____

SIGNED FOR AND ON BEHALF OF LOVE TO RIDE, LLC:

Signature:  Date: April 9th, 2025

Name of Director/Senior Management Team: Thomas Stokell

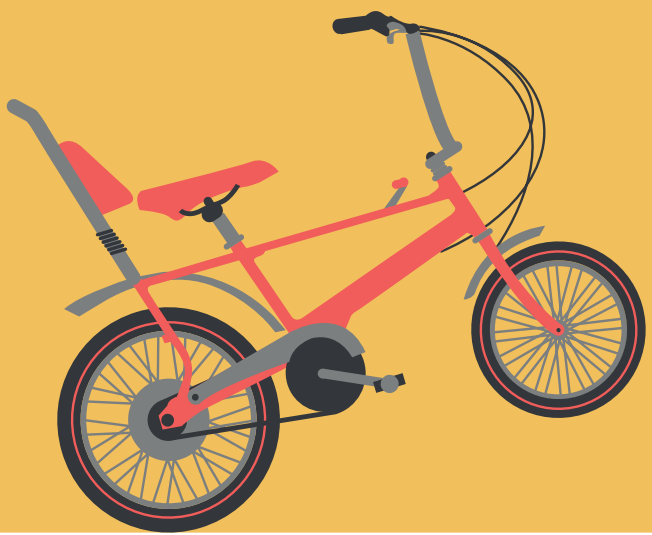
Position of Authorized Officer: CEO





Love to Ride — Lexington LAMPO

Proposal for Services 2025



Introduction

Love to Ride provides a whole range of useful data and insights to help inform decision making, build business cases for investment, and to monitor changes in travel behavior and widely accepted levels of traffic stress on different parts of the road network.

Love to Ride has services in 12 countries and over 200 cities around the world including over 50 regional planning organizations. Since 2008 we have engaged more than half a million people in our programs. Behavior change methodology is the backbone of all our services and informs our planning tools, programs, rewards/incentives campaigns, and communications. With these tools we help communities, organizations and teams meet their mobility, healthy, and sustainability goals.

Benefits of Love to Ride Programs

- ✓ Proven all-in-one biking transportation solution.
- ✓ Uses behavior change to induce mode shift.
- ✓ Collects actionable data to inform and boost existing planning and mobility efforts
- ✓ Encourages all ages & abilities and non-cyclists to ride for recreation & utilitarian transportation.
- ✓ Decreases vehicle trips and increase the portion of miles travelled by active transportation.
- ✓ Promotes bicycling as the first choice for short trips including for first and last mile connectivity to transit region-wide.
- ✓ Encourages more businesses to adopt TDM programs.
- ✓ Measures levels of comfort
- ✓ Addresses barriers for all ages and abilities
- ✓ Provides safety education for cyclists and drivers.
- ✓ Promotes the use of existing cycling infrastructure.
- ✓ Supports broader regional goals, e.g., transportation, health, & sustainability
- ✓ Delivers Measurable results.

Benefits of a Customized Region-wide Love to Ride Website.

In addition to promoting sustainable travel, Love to Ride has been shown to provide measurable results across a range of other focus areas including sustainability and health. Data collected from the site is used to report on progress and outcomes of local and regional programs from congestion mitigation to health promotion, and from trip reduction and mode shift to Vision Zero. And with our targeted audience segmentation, our partners can send custom communications to key populations, or zip codes. Love to Ride is both flexible and scalable so that jurisdictions of all sizes can easily launch a and start benefiting from a program. Finally, Love to Ride is a TDM partner and easily syncs with both Ride Amigos and Agile Mile for seamless integration, monitoring, reporting, and planning analysis.

Our Approach

In the big picture of global transportation, governments, local councils, and regional planning entities around the world are embracing mobility strategies to help reshape their transportation environments from streets to complete streets and from car-centric to transit-plus models. Bikes are a big part of this new big picture. At Love to Ride, we understand that the first step to bike to bus, is BIKE. That's why we focus on addressing the barriers people face with biking and encourage them to keep riding using a proven behavior change approach.

Based on Behavior Change Theory



To be effective at encouraging more people to take up riding, understanding and applying behavior change theory is essential. If changing behavior was easy and straight forward, we wouldn't have a lot of the health, environmental and transportation challenges that we have today. Using behavior change, self-perception, and game theory, Love to Ride ignites existing riders' passion and competitive spirit to encourage new and non-riders to give biking a try. A proven approach to get more people riding bikes.

Focused on Addressing Barriers

We target people who are 'interested but concerned' and provide targeted information and encouragement to address the specific barriers they face and *perceive*. A short survey at registration helps Love to Ride identify barriers so that the messaging is more specific to the individual and therefore, much more effective at changing behavior.

Results:

30% of participants are 'new riders' - our key target audience

40% of new riders take up riding weekly

31% of new riders take up riding to work weekly

Love to Ride Features and Deliverables

Love to Ride Website Platform & App

- Community Site: Individual and business profiles, engagement leaderboards, social features.
- Year-round leaderboards for individuals and businesses.
- Admin Dashboards: Participation stats, CO2 savings, trip tracking, comfort ratings.
- Custom Content: Localized campaign materials, incentives, and outreach tools.
- Free Love to Ride app with auto tracking.

Biking Encouragement Campaigns

- Year-round engagement through seasonal events like Bike Month and Cycle September.
- Behavior Change Programs that use incentives, gamification, and education.
- Inclusive approach supporting all ages, abilities, and experience levels.

Insights Dashboards & Mapping Tools

- Live Analytics: Participant demographics, trip data, sustainability impact.
- Comfort & Safety Maps: User-rated infrastructure for targeted improvements.
- Heat Maps: Route usage data for planning and investment decisions.
- Incident Mapping (Upcoming): User-reported crash and near-miss locations.
- Ingestible data formats

Surveys & Reporting

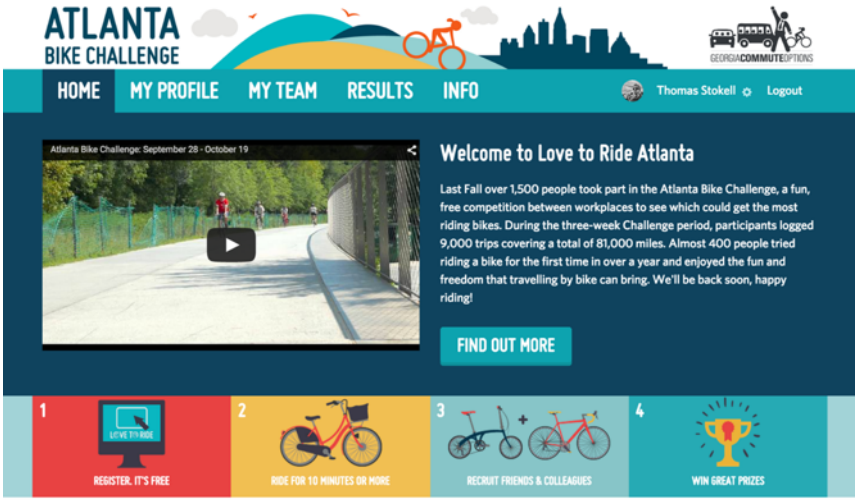
- Twice annual surveys to gather insights and measure impact.
- Campaign reports
- End of year report with modes shift and behavior change analysis.

Account Management & Support

- Dedicated account management team to support LAMPO's program success.
- Community Engagement Team to conduct outreach and engagement
- Comprehensive training and on-going support for local stakeholders and partners.

THE PLATFORM

Geotargeted Community Website



Key Features:

- ✓ Profile pages for area businesses and individuals
- ✓ Customized local content
- ✓ Local leaderboards – individuals, organizations, and groups
- ✓ Social features
- ✓ Admin Controls
- ✓ Aggregate stats – CO2 saved, total trips, total miles, participation

Business Profiles:



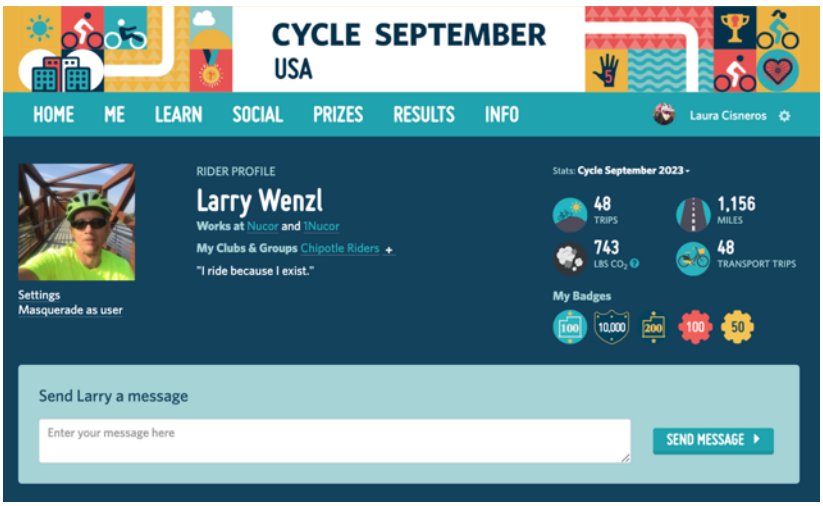
Key Features:

- ✓ Shows the aggregate statistics, activity, and results for all employees participating
- ✓ Show carbon mitigated by transportation trips
- ✓ Shows an organization's progress while participating in the program
- ✓ Internal leaderboard and stats to keep staff
- ✓ Data dashboards and reporting for sustainability, wellness, and transportation teams
- ✓ Set Company Goals

Individual Profile Page

Key Features:

- ✓ Individual can view stats and progress, set goals, achieve badges, add photos, invite friends and collages to join in too
- ✓ Join an organization, create a club or group, or both
- ✓ Log rides quickly and easily by linking to any app (Love to Ride, Strava, Ride App, MapMyRide, etc.) or manually
- ✓ Measure carbon saved
- ✓ Set goals, share stories



ENCOURAGEMENT, MARKETING & INCENTIVES

Biking Encouragement Campaigns



Key Features:

- ✓ Year-round engagement – encouragement, support, data
- ✓ Seasonal focus - 4 seasonal campaigns each year
- ✓ Inclusion and accessibility – supporting all ages, abilities and backgrounds - from non-cyclists to regular-riders
- ✓ Social - fun, engaging, with powerful social elements: stories, photos, groups, etc
- ✓ Targeted approach - engages the individual on a personal journey of behaviour change
- ✓ Monitoring and reporting - surveys, Insights Dashboard, reports, and new app data

Complete Digital Marketing Kit for Each Campaign

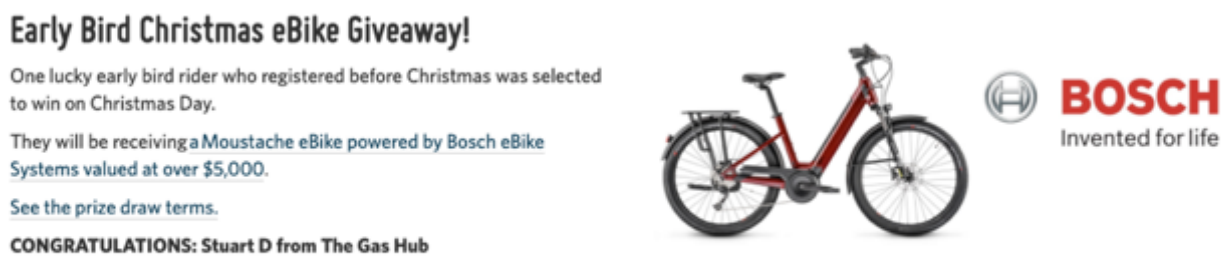


Key Features:

- ✓ PowerPoint Presentations
- ✓ Flyers
- ✓ Posters
- ✓ Yard sign
- ✓ Digital assets: social media covers; memes, posts, gifs.

Prizes and Incentives

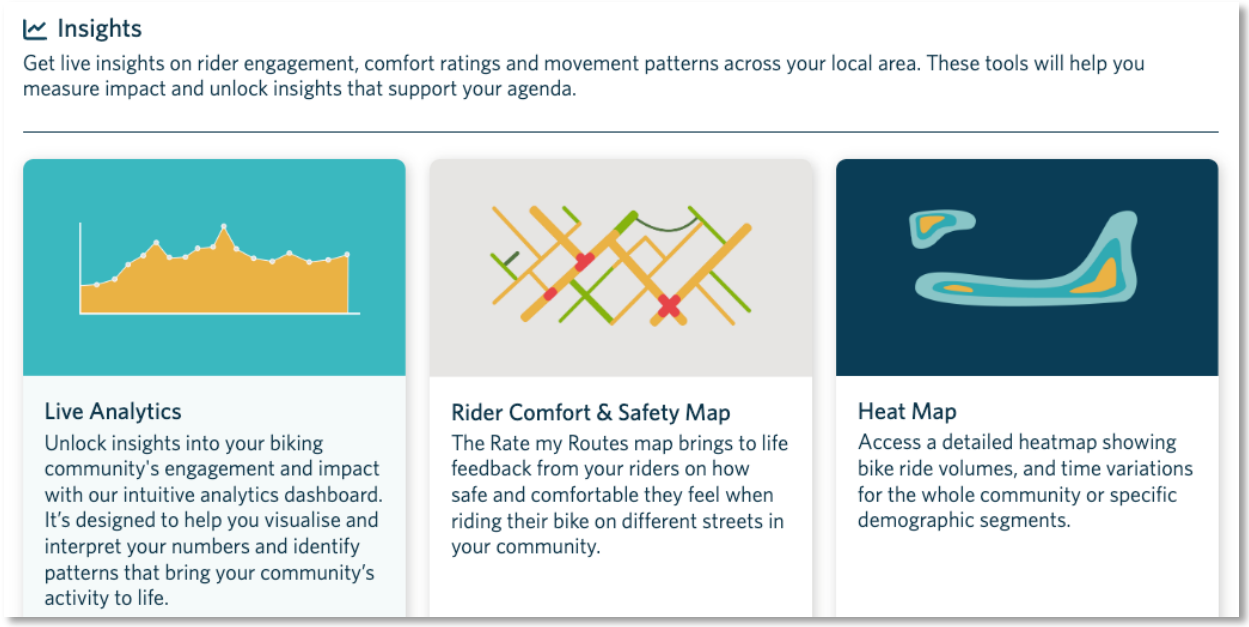
We have a range of national and global prizes that people in your local area can win by recording their activity on Love to Ride. We can also add to this global pool by creating a localized prizes page, linked to campaigns and available to people who register and participate by logging trips. Prizes and incentives are also linked to encouragement, achieving certain milestones and through the campaign activity. We also work with national and global sponsors to collect the best incentives, retail discounts and other offers that users can unlock when they achieve certain behaviors and complete goals.



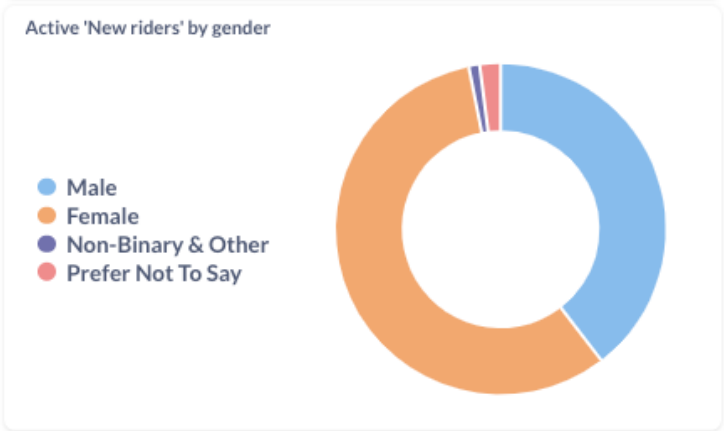
Insights Dashboards & Mapping Tools

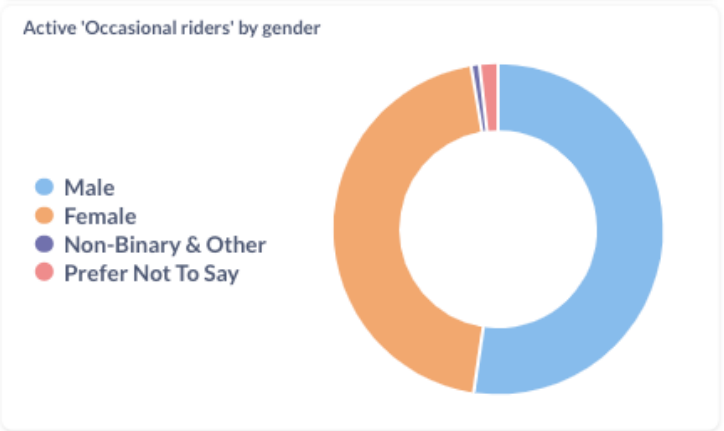
The insights section of the website is the repository for all participation and biking data. Divided into 3-sections that include:

- Live Analytics: Home for all user stats (number of participants, demographics details, transportation trips; CO2 mitigation stats etc.)
- Comfort & Safety Maps: Filterable maps of user rated infrastructure
- Heat Maps: Bike volume and route maps also filterable by multiple dimensions



Live Analytics





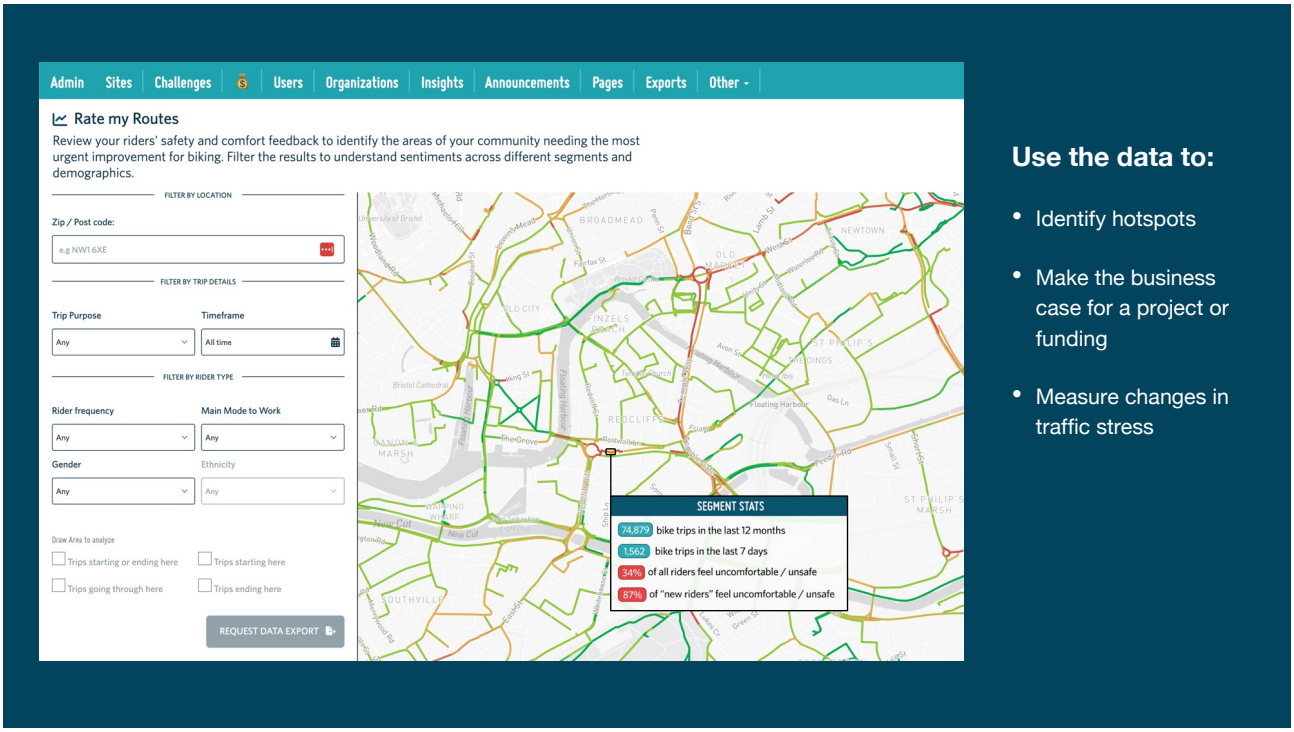
This section provides real-time data on ridership so the planners and program managers can understand and report on who is riding, how much, and why.

Mapping Tools

Love to Ride's Mapping Tools for Planners

Love to Ride provides powerful mapping tools that help planners make data-driven decisions to improve cycling infrastructure. Our app, with automatic mode detection, collects 11X more biking trips and data on average, offering a richer dataset for analysis. Notably, 74% of recorded trips are under 5 miles, highlighting that we capture more transportation-based rides than recreational ones.

Our tools visualize trip patterns, identify high-demand routes, and flag barriers to cycling. Planners can also access comfort ratings to assess rider confidence levels and incident reporting to pinpoint safety concerns, ensuring investments are targeted for maximum impact.



Summary

Love to Ride is a mission-driven organization founded on the idea that biking helps make communities healthier, happier, and more sustainable, Love to Ride has over a decade of experience in applying behavior change approached to get more people riding bikes and riding more often for transportation.

We are excited by the prospect of working with LAMPO again to continue to support Lexington's transportation, planning and safety goals.

Laura Cisneros
laura@lovetoride.net

Love to Ride - Lexington, MPO

Contract Length		12 months
Population		300,000
Project Management		$5,635
Platform & License Fee		$11,335
Planning Tools		$8,700
Marketing & Campaigns		$4,015
Reporting		$2,220
Subtotal		$31,905
Manual Discount		-$5,743
Total		$26,162

Line Item	**Option**	**Price**
Project Management		**$5,635**
Program Activation and Kick Off		$865
Cycle September – Delivery Management		**$2,385**
Bike Month - Project Management		$2,385
Platform & Website License Fee	**Included**	**$11,335**
Website License Fee - Months Active	12	$5,160
Workplace License Fee - Months Active	12	$540
Campaign License Fee – Cycle September		$2,820
Campaign License Fee – Bike Month		$2,815
Planning Tools		
App + Mapping License Fee - Months Active	12	$8,700
Cycle September	**Included**	**$2,110**
National Campaign Comms	✓	$1,160
Localized Promo Materials	✓	$720
National Prizes	✓	$230
Bike Month	**Included**	**$1,905**
National Campaign Comms	✓	$1,160
National Promo Materials	✓	$515
National Prizes	✓	$230
Reporting	**Included**	**$2,220**
Baseline Survey	✓	INCLUDED
Insights Dashboard	✓	INCLUDED
Intention Survey	✓	$360
Behavior Change Survey	✓	$360
Final Report	✓	$1,500

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LOVE TO RIDE, FOR PROFESSIONAL SERVICES FOR THE LEXINGTON AREA MPO TO INCREASE BICYCLING IN LEXINGTON, AT A COST NOT TO EXCEED $26,162.00.

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 an Agreement, which is attached hereto and incorporated herein by reference, with Love to Ride, for the Lexington Area MPO to increase bicycling in Lexington.

Section 2 - That an amount, not to exceed the sum of $26,162.00, from account # 3160-160705-0001-71299, be and hereby is approved for payment to Love to Ride, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0382-25:WDR:4929-2659-3085, v. 1

RESOLUTION NO. 221 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH LOVE TO RIDE, FOR PROFESSIONAL SERVICES FOR THE LEXINGTON AREA MPO TO INCREASE BICYCLING IN LEXINGTON, AT A COST NOT TO EXCEED $26,162.00.

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 an Agreement, which is attached hereto and incorporated herein by reference, with Love to Ride, for the Lexington Area MPO to increase bicycling in Lexington.

Section 2 - That an amount, not to exceed the sum of $26,162.00, from account # 3160-160705-0001-71299, be and hereby is approved for payment to Love to Ride, pursuant to the terms of the Agreement.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0382-25:WDR:4929-2659-3085, v. 1

Service Agreement

This agreement is dated 6/3/25 by and between: **Lexington Area MPO (LAMPO)** of 101 E Vine St # 700, Lexington, KY 40507, **("Local Partner")**; and **Love to Ride LLC** whose registered office is situated at 670 Willoughby Way NE, Atlanta, GA 30312, USA **("LtR").**

1. Introduction

1.1. This contract sets out the agreement ("the Agreement") between LtR and LAMPO setting out the terms and conditions upon which LtR shall provide the services set out in Appendix 1 ("the Services"). LtR have an app and web-based biking behavior change and challenge platform called 'Love to Ride' ("the Platform"). The Services include online tools to enable Lexington to run challenge campaigns outlined in Appendix 1 within LAMPOs jurisdiction ("the Region") supported by funding provided by Lexington (collectively the initiative provided by LtR being referred to herein as "the Program").

1.2. The Program will involve third parties such as members of the public ("Users") and other individuals, groups and organizations who will support and promote the Site and the Program in the Region, as approached by Lexington and LtR ("Supporters").

1.3. The Program will be open to all those living or working in the Region who are over the age of 15. The Users will be eligible to register their involvement in the Program according to the terms and conditions set out on the Challenge website.

1.4. This Agreement shall commence on _____ ("the Commencement Date") and shall continue in force unless terminated in accordance with the provisions of this contract until _____ ("the End Date"). The period this agreement covers shall be referred to as "the Partnership Period". The intention is for a long-term partnership between Lexington and LtR, and therefore, the Partnership Period can be extended with an updated Service Agreement covering future years.

1.5. This Agreement is solely for the benefit of Lexington and LtR and does not create or confer any rights upon third parties.

1.6. By agreeing to this Agreement both parties agree to be bound by the terms of this Agreement.

2. Services Provided

2.1. Details of the services that will be provide by Love to Ride to LAMPO are outlined in Appendix 1.

2.2. If LAMPO would like to run additional competitions or Challenges on the Site after the Local Partner's Bike Challenge, LAMPO will gain written approval from LtR before these are promoted. This is because there maybe requirements of additional functionality or set-up by LtR, which may incur additional costs, and thus additional funding may need to be secured to enable these additional competitions or promotions to take place on the Site.

2.3. Love to Ride may also run additional bicycle encouragement programs on the Site, including giving away prizes to people who are riding each month. LAMPO has the option to "turn off" additional Challenges to users in the Region when they run concurrently or overlap with The Local Partner's local programming.

3. Data Protection

3.1. When users register onto the Site they agree to the Site's Terms of Service and Privacy Policy.

3.2. In accordance with these Terms of Service and the Privacy Policy, Users' contact details cannot be removed from the Site and passed on to any third parties, including supporters and sponsors, without the users' consent.

3.3. Both LAMPO and LtR will comply with the relevant legislation regarding data storage, use and communication.

4. Website customization

4.1. LAMPO will be able to change the text and images on the following parts of the site:

4.1.1. The general information pages - controlled via the Content Management System (CMS).
4.1.2. The 'Announcements' – these can be controlled by LAMPO and can include onward links to their website.
4.1.3. The logos in the footer of the site.
4.1.4. Website header banner.

4.2. Other parts of the site have been designed to be user friendly and easy to use. They cannot be changed without prior agreement from LtR.

5. User Communication

5.1. All parties acknowledge that it is important that Users do not receive too many email communications (i.e. more than 3 emails a week during the Challenge, and 1 email every 3 weeks outside of a Challenge promotional period) or receive emails, containing information that is not relevant to them.

5.2. LAMPO's main method of communication with users should be via the 'Announcements' tool on the site. LAMPO will be able to administer this content themselves, as they see fit.

6. Terms of Service and Privacy Policy

6.1. When Users register on the Site they must agree to sign up to our standard Terms of Service and Privacy Policy. These can be viewed on www.lovetoride.net by clicking on the 'Terms of Service' and 'Privacy Policy' links on the footer of any page.

7. After the end of the Partnership Period

7.1. LAMPO will be given the opportunity to sign-up for another partnership with Love to Ride in the Region. If LAMPO does not choose to extend the partnership, then the Site will revert to local default settings and LAMPO will give up their privileges on the Site.

7.2. A database of the participants who have opted into emails from LAMPO will be provided to The Local Partner. These participants details must also not be handed on to third parties without users' permission.

7.3. Users' profiles will remain on the Love to Ride platform. User's profiles will not be deleted without the user's consent. User's will remain signed up to receive emails from the Love to Ride platform, until they delete their profile or unsubscribe.

8. Responsibility for Results

8.1. As the Love to Ride local sites and communities are largely driven and grown at the local level by Local Partners and Supporters, it will be the Local Partner's responsibility to promote the Site, encourage registrations, and grow the user base.

9. Limitation of Liability

9.1. According to the Terms and Conditions of the Site, neither LtR nor LAMPO are liable for any injury or, accident to the Site Users, or for the behavior of the Site Users that results

from the Users' interaction and participation on the Site and any promotional campaigns or a bicycle.

9.2. The following term is included in the Terms and Conditions that user's agree to in order to register on and use the site: *"You agree to indemnify and hold harmless Lexington and Love to Ride LLC, their contractors, licensors, Local Partners and supporters and their respective directors, officers, employees and agents from and against any and all claims and expenses, including lawyers' fees, arising out of your use of the Platform, the Challenge program and your use of a bicycle or any experience or incident you have with a bicycle or a cyclist. You cycle at your own risk, and you are responsible for ensuring that the bicycles you ride are in a roadworthy condition, and you are responsible for observing the rules of road and keeping yourself safe while riding."*

10. Sponsorship

10.1. LAMPO will be able to secure various sponsors and promote those sponsors on the Site on the pages controlled by the Content Management System ("CMS"), and the announcements on the site.

10.2. LtR reserves the right to find appropriate sponsors for the global and national prizes, incentives, and programs that are available to users all over the world and in defined areas (e.g., The USA).

11. Branding

11.1. "Logo" shall mean any identification, branding, trade or service marks and promotional, marketing or advertising materials produced by or on behalf of (1) Lexington or (2) LtR.

11.2. The Local Partner's logo plus 3 other key partner logos will be placed in the footer of every page of the Site along with the Love to Ride logo. Additional partner logos can be placed on other places of the site by Lexington (e.g., CMS pages and announcements).

11.3. The Logos of both Love to Ride and LAMPO will appear on all marketing materials, reports, website, and presentations relating to the Program.

11.4. Both parties agree to provide their Logo(s) to the other party in the appropriate format for this purpose.

11.5. **Section 11.5**- Each party shall ensure that all requirements under the Lexington-Fayette Urban County Government Chief Administrative Office Policy No. 57- Branding, Graphic, and Logo Standards, if applicable, are adhered to in all marketing materials, reports, websites, and presentations relating to the program.

12. Intellectual property rights

12.1. Lexington retains all rights, title, ownership and interest in the Local Partner's patents, trademarks, service marks, design rights (whether registered or otherwise), copyright materials, trade or business names and other intellectual property rights vested in it at any time, whether present, contingent, or future. LtR hereby assigns to LAMPO copyright and other intellectual property rights in any modifications or developments which it or its employees or agents may make to intellectual property belonging to the Local Partner. LtR will not use any material pertaining to LAMPO without prior written approval from The Local Partner

12.2. LtR shall retain all rights, title ownership and interest in their patents, trademarks, service marks, design rights (whether registered or otherwise), copyright materials, trade or business names and other intellectual property rights at the date of this Agreement. LAMPO hereby assigns to LtR copyright and other intellectual property rights in any modifications or developments which it or its employees or agents may make to intellectual property belonging to LtR at the date of this Agreement. Lexington will not use any material pertaining to LtR without prior written approval from LtR. LtR owns the Love to Ride community platform and the community data.

12.3. Each party shall retain all the intellectual property rights it had prior to the Program. LtR shall own all existing and future intellectual property rights it develops and relating to the Program. These include the Site, marketing materials, ideas, documentation, processes, and techniques developed by LtR in relation to the Program.

12.4. Any custom modifications to the Site that Lexington are contributing financial resources towards will become part of the Love to Ride platform and will be owned by Love to Ride.

13. Data Ownership

13.1. Love to Ride owns the Love to Ride community and the community data. The Terms of Service users agree to states that Love to Ride will not give their contact details to any third parties. However, that third parties working with Love to Ride (including local partners and sponsors) will be able to communicate with them via Love to Ride.

13.2. During the term of the Partnership, LAMPO will have access to the user data and online dashboards as described in this agreement and in Appendix 1. After the Partnership Period, if LAMPO chooses not to continue as the official Trailblazers of the Site, then LAMPO will give up the Privileges associated with this partnership.

14. Ownership of materials

14.1. Love to Ride shall grant to Lexington an exclusive royalty free license to use any evaluation reports that might be produced for the program and the outcomes contained therein for such purposes as LAMPO sees fit and in its sole discretion.

15. Fee and payment

15.1. The agreed fee for this Program is $26,162. Invoices will be payable by LAMPO one month after the end of the month the acceptable invoice was received in. If applicable, LAMPO will provide a purchase order within fourteen days of this Agreement being signed by both parties.

15.2. Where agreed payments are not made in accordance with the schedule in clause 15.3 and with the terms in clause 15.1, this may impact upon the Program directly, resulting in suspension of activity until a payment is received in full.

15.3. Invoice schedule:

15.3.1 Payment 1: $26,162 to be invoiced from Day 1 (sign-off of this contract) of the program.

15.4. If any amount due for payment by LAMPO is not paid within 45 days of the due date, then LtR reserves the right to discontinue delivering services until the amount is paid in full.

16. Force majeure

16.1. In the unlikely event of unforeseen circumstances (e.g. national emergency, extreme weather, terrorism etc.) preventing the Program from taking place LtR is not liable to reimburse any monies already paid to implement the Program.

16.2. In the case that the situation in 16.1 arises, both parties will meet and discuss whether the Program can still go ahead. This discussion will be based on the understanding that both parties are keen to see the Program Implemented within the Agreement Period and they will use their best endeavors to accomplish this.

16.3. It is acknowledged that it will only be in exceptional circumstances that the Program will not be able to go ahead.

16.4. It is agreed that in the case that the situation in 16.1 arises, LAMPO will reimburse all costs already incurred, including time spent working on the Program. Where Lexington has paid for services not yet delivered, LtR will refund the Local Partner.

17. Confidentiality

17.1 LtR and LAMPO shall use all reasonable endeavors to keep confidential (and shall ensure that their officers, employees, agents, and professional and other advisers keep confidential) all and any information that they may have or acquire which relates to the performance or subject matter of the contract of services of this Program.

17.2. The Parties will not disclose any confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of either Party's obligations under this agreement or except where disclosure is otherwise expressly permitted by the provisions of the Contract or required by law.

18. Equality

18.1 The Parties agree that there shall be no discrimination by them against any person with respect to opportunity for employment or conditions of employment, or opportunity to utilize activities offered because of gender, disability, age, marital status, religious creed, ethnicity, nationality or country of origin, sexual orientation, gender reassignment, responsibility for dependents or trade union activity.

19. Indemnity

19.1. Except as specifically required in this clause and as may be set out explicitly elsewhere in this Agreement, neither party to this Agreement is required to indemnify the other or to be under any greater liability one to another than if this Agreement had not been signed.

19.2. LtR and LAMPO will ensure that all users agree to the terms and conditions of participating in the Program, which includes the below statement:

19.2.1. You agree to indemnify and hold harmless Lexington and Love to Ride LLC, their contractors, licensors, Local Partners and supporters and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including lawyers' fees, arising out of your use of the Platform, the Challenge program and your use of a bicycle or any experience or incident you have with a bicycle or a cyclist. You cycle at your own risk, and you are responsible for ensuring that the bicycles you ride are in a roadworthy condition, and you are responsible for observing the rules of road and keeping yourself and others safe while riding.

19.3. The Platform connects with several third-party phone applications via their Application Program Interface (API) and utilizes user data from those applications in accordance with the third party's API terms and conditions. LtR indemnifies LAMPO against any claims arising out of a breach of a third party's API terms and conditions.

20. Insurance

20.1. It is the responsibility of each of the parties in this Agreement to effect and maintain throughout the term of this Agreement a policy or policies of insurance in respect of general liability (public and products liability) sufficient to indemnify that party against any liability, cost, claim or expense arising out of their work and this Agreement.

20.2. Each party to this Agreement will on demand require its insurer or broker/intermediary to produce a certification acceptable to the other party detailing its general (public and products) liability insurance arrangements no more often than annually but at any other time as may be required to deal with any claim against any of the parties.

21. Termination

21.1. No variation of this Agreement shall be effective unless it is in writing and signed by both the parties (or their authorized representatives).

21.2. Each party may terminate this Agreement by giving the other party 30 days written notice, if any of the other parties: (a) has entered into receivership or liquidation or entered into a composition with its creditors; or (b) is in material breach of any term of this Agreement and failed to remedy such a breach after written notice and at least 30 days to remedy the breach.

21.3. Upon termination, LtR may in addition to any other remedies provided by law, charge a reasonable sum for costs incurred and work performed but not yet charged for in proportion to the Client's share of the agreed fee.

21.4. LAMPO shall be entitled to request on demand the refund of fees paid but unused and any refund shall be calculated based on allowing LtR a sum representing reasonable costs and expenses of providing the Services to the End Date. Subject to this clause and the surviving obligations set out hereunder each party shall follow termination be regarded as discharged from any further obligations under this Agreement.

21.5 LtR acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. If such funding is not appropriated in a future fiscal year, LAMPO's obligations under this Agreement shall automatically expire without penalty to the Client thirty (30) days after written notice to LtR. Client shall exercise any application of this provision in good faith.

22. Dispute resolution

22.1. In the event of a dispute, LtR and Lexington shall seek to resolve the matter by correspondence and/or discussion within 21 days of the dispute arising. If the issue is not resolved within 21 days, both parties will agree to participate in good faith in mediation before seeking remedies through the courts.

23. Governing law

23.1. The Contract shall be governed and construed in all respects in accordance with the laws of the State of Kentucky. Each party hereby submits to the jurisdiction of the Kentucky State Courts.

SIGNED FOR AND ON BEHALF OF Lexington (Local Partner):

Signature: Linda Gorton Date: 6/3/2025

Name of Authorized Officer: Linda Gorton

Position of Authorized Officer: Mayor

SIGNED FOR AND ON BEHALF OF LOVE TO RIDE, LLC:

Signature: [signature] Date: 05/20/2025

Name of Director/Senior Management Team: Thomas Stahl

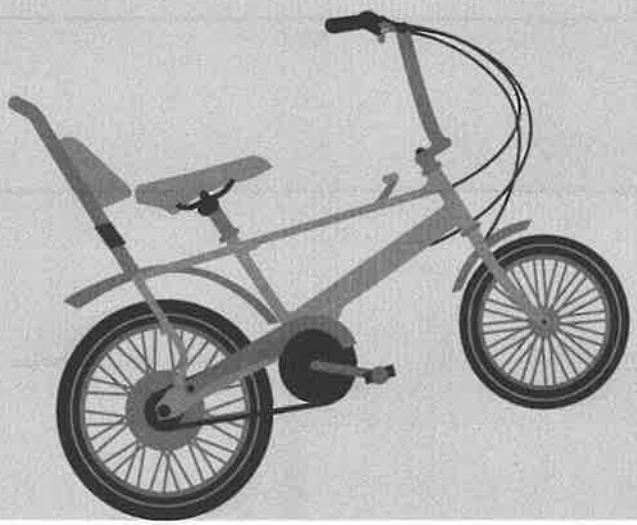
Position of Authorized Officer: CEO





Love to Ride — Lexington
LAMPO

Proposal for Services 2025



Introduction

Love to Ride provides a whole range of useful data and insights to help inform decision making, build business cases for investment, and to monitor changes in travel behavior and widely accepted levels of traffic stress on different parts of the road network.

Love to Ride has services in 12 countries and over 200 cities around the world including over 50 regional planning organizations. Since 2008 we have engaged more than half a million people in our programs. Behavior change methodology is the backbone of all our services and informs our planning tools, programs, rewards/incentives campaigns, and communications. With these tools we help communities, organizations and teams meet their mobility, healthy, and sustainability goals.

Benefits of Love to Ride Programs

- ✓ **Proven all-in-one biking transportation solution.**
- ✓ **Uses behavior change to induce mode shift.**
- ✓ **Collects actionable data to inform and boost existing planning and mobility efforts**
- ✓ **Encourages all ages & abilities and non-cyclists to ride for recreation & utilitarian transportation.**
- ✓ **Decreases vehicle trips and increase the portion of miles travelled by active transportation.**
- ✓ **Promotes bicycling as the first choice for short trips including for first and last mile connectivity to transit region-wide.**
- ✓ **Encourages more businesses to adopt TDM programs.**
- ✓ **Measures levels of comfort**
- ✓ **Addresses barriers for all ages and abilities**
- ✓ **Provides safety education for cyclists and drivers.**
- ✓ **Promotes the use of existing cycling infrastructure.**
- ✓ **Supports broader regional goals, e.g., transportation, health, & sustainability**
- ✓ **Delivers Measurable results.**

Benefits of a Customized Region-wide Love to Ride Website.

In addition to promoting sustainable travel, Love to Ride has been shown to provide measurable results across a range of other focus areas including sustainability and health. Data collected from the site is used to report on progress and outcomes of local and regional programs from congestion mitigation to health promotion, and from trip reduction and mode shift to Vision Zero. And with our targeted audience segmentation, our partners can send custom communications to key populations, or zip codes. Love to Ride is both flexible and scalable so that jurisdictions of all sizes can easily launch a and start benefiting from a program. Finally, Love to Ride is a TDM partner and easily syncs with both Ride Amigos and Agile Mile for seamless integration, monitoring, reporting, and planning analysis.

Our Approach

In the big picture of global transportation, governments, local councils, and regional planning entities around the world are embracing mobility strategies to help reshape their transportation environments from streets to complete streets and from car-centric to transit-plus models. Bikes are a big part of this new big picture. At Love to Ride, we understand that the first step to bike to bus, is BIKE. That's why we focus on addressing the barriers people face with biking and encourage them to keep riding using a proven behavior change approach.

Based on Behavior Change Theory



To be effective at encouraging more people to take up riding, understanding and applying behavior change theory is essential. If changing behavior was easy and straight forward, we wouldn't have a lot of the health, environmental and transportation challenges that we have today. Using behavior change, self-perception, and game theory, Love to Ride ignites existing riders' passion and competitive spirit to encourage new and non-riders to give biking a try. A proven approach to get more people riding bikes.

Focused on Addressing Barriers

We target people who are 'interested but concerned' and provide targeted information and encouragement to address the specific barriers they face and *perceive*. A short survey at registration helps Love to Ride identify barriers so that the messaging is more specific to the individual and therefore, much more effective at changing behavior.

Results:

30% of participants are 'new riders' - our key target audience

40% of new riders take up riding weekly

31% of new riders take up riding to work weekly

Love to Ride Features and Deliverables

Love to Ride Website Platform & App

- Community Site: Individual and business profiles, engagement leaderboards, social features.
- Year-round leaderboards for individuals and businesses.
- Admin Dashboards: Participation stats, CO2 savings, trip tracking, comfort ratings.
- Custom Content: Localized campaign materials, incentives, and outreach tools.
- Free Love to Ride app with auto tracking.

Biking Encouragement Campaigns

- Year-round engagement through seasonal events like Bike Month and Cycle September.
- Behavior Change Programs that use incentives, gamification, and education.
- Inclusive approach supporting all ages, abilities, and experience levels.

Insights Dashboards & Mapping Tools

- Live Analytics: Participant demographics, trip data, sustainability impact.
- Comfort & Safety Maps: User-rated infrastructure for targeted improvements.
- Heat Maps: Route usage data for planning and investment decisions.
- Incident Mapping (Upcoming): User-reported crash and near-miss locations.
- Ingestible data formats

Surveys & Reporting

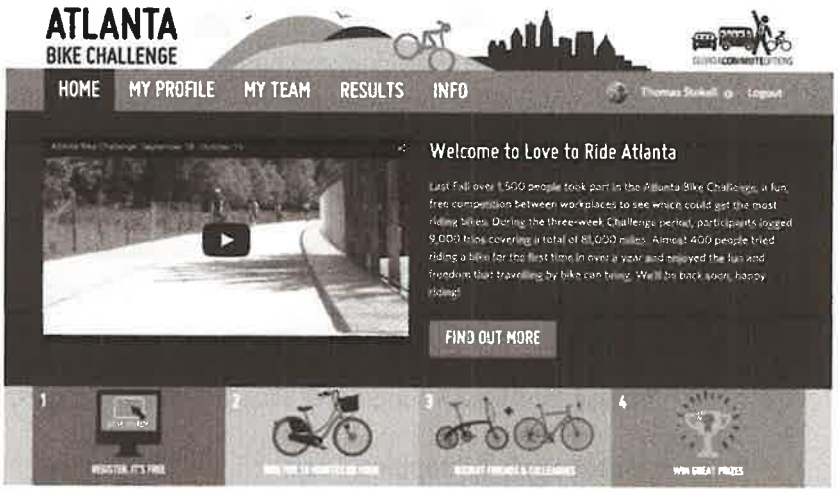
- Twice annual surveys to gather insights and measure impact.
- Campaign reports
- End of year report with modes shift and behavior change analysis.

Account Management & Support

- Dedicated account management team to support LAMPO's program success.
- Community Engagement Team to conduct outreach and engagement
- Comprehensive training and on-going support for local stakeholders and partners.

THE PLATFORM

Geotargeted Community Website



Key Features:

- ✓ Profile pages for area businesses and individuals
- ✓ Customized local content
- ✓ Local leaderboards – individuals, organizations, and groups
- ✓ Social features
- ✓ Admin Controls
- ✓ Aggregate stats – CO2 saved, total trips, total miles, participation

Business Profiles:



Key Features:

- ✓ **Shows the aggregate statistics, activity, and results for all employees participating**
- ✓ **Show carbon mitigated by transportation trips**
- ✓ **Shows an organization's progress while participating in the program**
- ✓ **Internal leaderboard and stats to keep staff**
- ✓ **Data dashboards and reporting for sustainability, wellness, and transportation teams**
- ✓ **Set Company Goals**

Individual Profile Page

Key Features:

- ✓ Individual can view stats and progress, set goals, achieve badges, add photos, invite friends and collages to join in too
- ✓ Join an organization, create a club or group, or both
- ✓ Log rides quickly and easily by linking to any app (Love to Ride, Strava, Ride App, MapMyRide, etc.) or manually
- ✓ Measure carbon saved
- ✓ Set goals, share stories



ENCOURAGEMENT, MARKETING & INCENTIVES

Biking Encouragement Campaigns



Key Features:

- ✓ Year-round engagement – encouragement, support, data
- ✓ Seasonal focus - 4 seasonal campaigns each year
- ✓ Inclusion and accessibility – supporting all ages, abilities and backgrounds - from non-cyclists to regular-riders
- ✓ Social - fun, engaging, with powerful social elements: stories, photos, groups, etc
- ✓ Targeted approach - engages the individual on a personal journey of behaviour change
- ✓ Monitoring and reporting - surveys, Insights Dashboard, reports, and new app data

Complete Digital Marketing Kit for Each Campaign

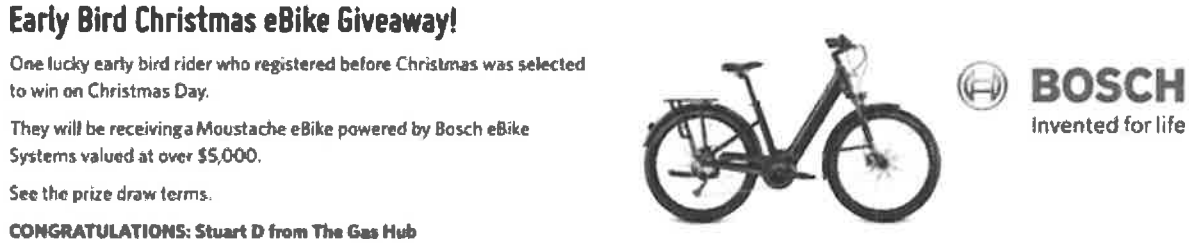


Key Features:

- ✓ PowerPoint Presentations
- ✓ Flyers
- ✓ Posters
- ✓ Yard sign
- ✓ Digital assets: social media covers; memes, posts, gifs.

Prizes and Incentives

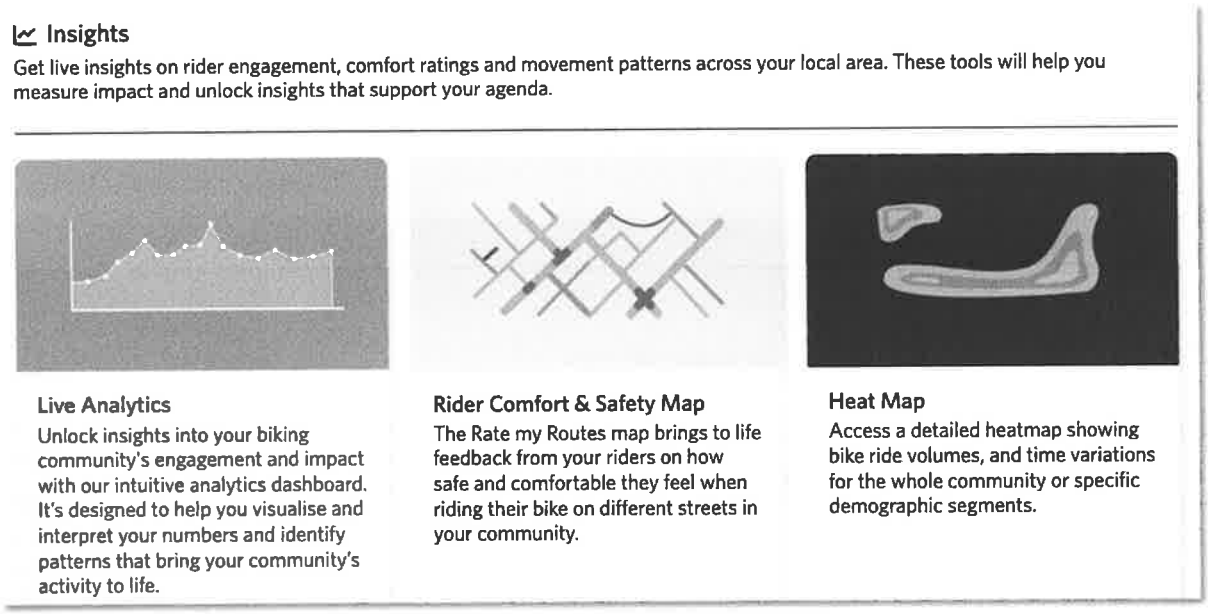
We have a range of national and global prizes that people in your local area can win by recording their activity on Love to Ride. We can also add to this global pool by creating a localized prizes page, linked to campaigns and available to people who register and participate by logging trips. Prizes and incentives are also linked to encouragement, achieving certain milestones and through the campaign activity. We also work with national and global sponsors to collect the best incentives, retail discounts and other offers that users can unlock when they achieve certain behaviors and complete goals.



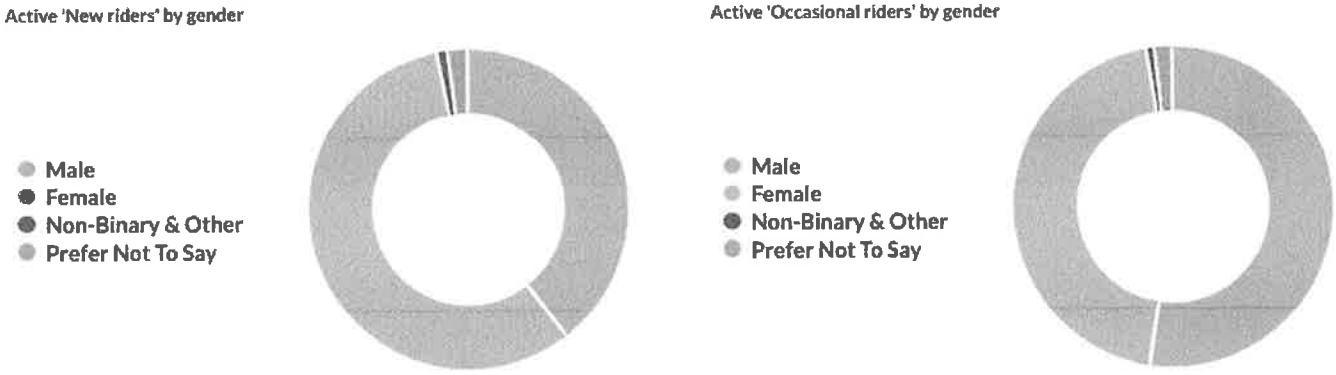
Insights Dashboards & Mapping Tools

The insights section of the website is the repository for all participation and biking data. Divided into 3-sections that include:

- Live Analytics: Home for all user stats (number of participants, demographics details, transportation trips; CO2 mitigation stats etc.)
- Comfort & Safety Maps: Filterable maps of user rated infrastructure
- Heat Maps: Bike volume and route maps also filterable by multiple dimensions



Live Analytics



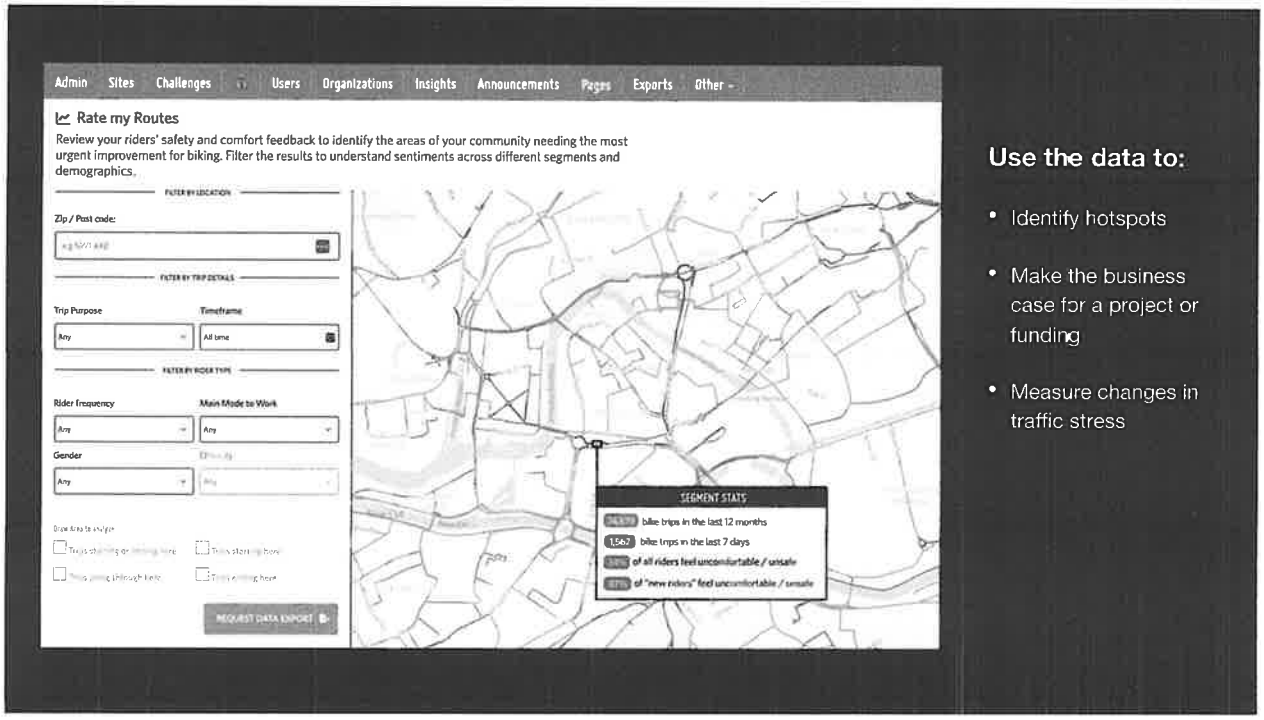
This section provides real-time data on ridership so the planners and program managers can understand and report on who is riding, how much, and why.

Mapping Tools

Love to Ride's Mapping Tools for Planners

Love to Ride provides powerful mapping tools that help planners make data-driven decisions to improve cycling infrastructure. Our app, with automatic mode detection, collects 11X more biking trips and data on average, offering a richer dataset for analysis. Notably, 74% of recorded trips are under 5 miles, highlighting that we capture more transportation-based rides than recreational ones.

Our tools visualize trip patterns, identify high-demand routes, and flag barriers to cycling. Planners can also access comfort ratings to assess rider confidence levels and incident reporting to pinpoint safety concerns, ensuring investments are targeted for maximum impact.



Summary

Love to Ride is a mission-driven organization founded on the idea that biking helps make communities healthier, happier, and more sustainable, Love to Ride has over a decade of experience in applying behavior change approached to get more people riding bikes and riding more often for transportation.

We are excited by the prospect of working with LAMPO again to continue to support Lexington's transportation, planning and safety goals.

Laura Cisneros
laura@lovetoride.net

LOVE TO RIDE

Love to Ride - Lexington, MPO

Contract Length		12 months
Population		300,000
Project Management		$5,635
Platform & License Fee		$11,335
Planning Tools		$8,700
Marketing & Campaigns		$4,015
Reporting		$2,220
Subtotal		$31,905
Manual Discount		-$5,743
Total		$26,162
Line Item	**Option**	**Price**
Project Management		$5,635
Program Activation and Kick Off		**$865**
Cycle September – Delivery Management		**$2,385**
Bike Month - Project Management		$2,385
Platform & Website License Fee	**Included**	**$11,335**
Website License Fee - Months Active	12	$5,160
Workplace License Fee - Months Active	12	$540
Campaign License Fee – Cycle September		$2,820
Campaign License Fee – Bike Month		$2,815
Planning Tools		
App + Mapping License Fee - Months Active	12	$8,700
Cycle September	**Included**	**$2,110**
National Campaign Comms	✓	$1,160
Localized Promo Materials	✓	$720
National Prizes	✓	$230
Bike Month	**Included**	**$1,905**
National Campaign Comms	✓	$1,160
National Promo Materials	✓	$515
National Prizes	✓	$230
Reporting	**Included**	**$2,220**
Baseline Survey	✓	INCLUDED
Insights Dashboard	✓	INCLUDED
Intention Survey	✓	$360
Behavior Change Survey	✓	$360
Final Report	✓	$1,500

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0386-25

File ID:	0386-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	206-2024	**In Control:**	Urban County Council
				File Created:	04/15/2025
File Name:	Sheriff's Compilation - 2024 Property Tax Year			**Final Action:**	05/29/2025

Title:

A Resolution ratifying a Multi-Year Letter Agreement and any other previously-executed documents with Crosslin, PLLC, for preparation of the Sheriff's Settlement for the 2024 through 2029 Property Tax years, at a cost not to exceed $9,500 (FY2025), subject to the appropriation of sufficient funds in future fiscal years, and authorizing the Mayor or the Commissioner of Finance, on behalf of the Urban County Government, to execute any necessary documents related thereto; and amending Resolution No. 316-2024 to authorize Crosslin, PLLC to conduct a financial audit for Fiscal Years 2024 through 2029, subject to the appropriation of sufficient funds in future fiscal years. [Dept. of Finance, Hensley]

Notes:

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Memo Sheriff's 2024 Prop Tax Compilation, Crosslin Contract # 206-2024, RESO 386-25 4928-7755-6288 v.1.docx, R-222-2025	**Enactment Number:**	R-222-2025
Deed #:		**Hearing Date:**	
Drafter:	Robin Adams	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0386-25

Title

A Resolution ratifying a Multi-Year Letter Agreement and any other previously-executed

documents with Crosslin, PLLC, for preparation of the Sheriff's Settlement for the 2024 through 2029 Property Tax years, at a cost not to exceed $9,500 (FY2025), subject to the appropriation of sufficient funds in future fiscal years, and authorizing the Mayor or the Commissioner of Finance, on behalf of the Urban County Government, to execute any necessary documents related thereto; and amending Resolution No. 316-2024 to authorize Crosslin, PLLC to conduct a financial audit for Fiscal Years 2024 through 2029, subject to the appropriation of sufficient funds in future fiscal years. [Dept. of Finance, Hensley]

Summary

Authorization to approve Crosslin, PLLC to conduct the Sheriff's Compilation for preparation of the Sheriff's Settlement of the 2024 Property Tax year, at a cost not to exceed $9,500.00. This is the second year of a multi-year engagement with Crosslin, PLLC, Contract 206-2024. Funds are Budgeted. (L0386-25)(Hensley)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes

Risk Management: N/A

Fully Budgeted: Yes, included in the FY25 Budget

Account Number: 1101-202101-2011-71201 ($4,750.00)
1115-202101-2011-71201 ($4,750.00)

This Fiscal Year Impact: $9,500.00

Annual Impact: $9,750.00 (FY26)

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Erin Hensley, Commissioner of Finance

DATE: April 17, 2025

SUBJECT: Sheriff's Compilation – 2024 Property Tax Year Audit (Crosslin, PLLC)

Request

Authorization to approve Crosslin, PLLC to conduct the Sheriff's Compilation for preparation of the Sheriff's Settlement of the 2024 Property Tax year.

Why are you requesting?

Department needs this action completed to be in compliance with State Statute.

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

The cost for this FY is: $9,500.00

The cost for future FY is: $9,750.00 (FY2026)

Are the funds budgeted?

The funds are budgeted: Yes, included in the FY2025 Budget

Account number: 1101-202101-2011-71201 ($4,750.00)
1115-202101-2011-71201 ($4,750.00)

File Number: 0386-25
Commissioner: Erin Hensley

CROSSLIN
CERTIFIED PUBLIC ACCOUNTANTS

May 23, 2024

Citizens of Lexington-Fayette Urban County
The Honorable Mayor Linda Gorton,
Members of the Urban County Council
Lexington-Fayette Urban County Government
Lexington, Kentucky

Dear Citizens, Mayor, and Members of the Urban County Council:

We are pleased to confirm our understanding of the services we are to provide for Lexington-Fayette Urban County Government ("LFUCG") for the year ended June 30, 2024 with additional years of 2025, 2026, 2027, 2028 and 2029.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of LFUCG as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement LFUCG basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to LFUCG's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis

2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budgetary Comparison General Fund

3. Full Urban Services District Fund
4. Schedule of Changes in the Net Pension Liability and Related Ratios
5. Schedules of the Government's Contributions
6. Schedule of Changes in the Net Pension Liability and Related Ratios
7. Schedule of Changes in the OPEB Liability and Related Ratios
8. Schedule of the Government's Proportionate Share of the Net Pension Liability
9. Schedule of the Government's Pension Contributions
10. Schedule of the Government's Proportionate Share of the Net OPEB Liability
11. Schedule of the Government's OPEB Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies LFUCG's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Combining Balance Sheet – Nonmajor Governmental Funds
2. Combining Statement of Revenues, Expenditures, and Changes in Fund Balance – Nonmajor Governmental Funds
3. Schedule of Expenditures of Federal Awards
4. Schedule of Expenditures of State Awards
5. Combining Statement of Net Position – Nonmajor Enterprise Funds
6. Combining Statement of Revenues, Expenses, and Changes in Net Position – Nonmajor Enterprise Funds
7. Combining Statement of Cash Flows – Nonmajor Enterprise Funds
8. Combining Statement of Net Position – Internal Service Funds
9. Combining Statement of Revenues, Expenses, and Changes in Fund Net Position – Internal Service Funds

10. Combining Statement of Cash Flows – Internal Service Funds

11. Statement of Net Position – Investment Trust Funds

12. Statement of Changes in Net Position – Investment Trust Funds

13. Combining Statement of Net Position – Custodial Funds

14. Combining Statement of Changes in Net Position – Custodial Funds

15. Combining Statement of Net Position – Nonmajor Component Units

16. Combining Statement of Activities – Nonmajor Component Units

17. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budgetary Comparison (multiple funds)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section

2. Statistical Section

We will also audit the basic financial statements of the Sheriff's Collection of Property Taxes. A separate report will be issued for this reporting unit, and the financial statements will also be included in the ACFR.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

AUDIT PROCEDURES – INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES – COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of LFUCG's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of LFUCG's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on LFUCG's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be made available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial

statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of LFUCG in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also audit the Operational Services for Annual Compilation of Sheriff's Collection of Property Taxes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are

limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We are always available to meet with you and/or other administrators at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting LFUCG. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

ENGAGEMENT ADMINISTRATION

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with management the electronic submission and certification. If applicable, we will provide copies of our report for management to include with the reporting package it will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We are also responsible for communicating with those charged with governance what our responsibilities are under auditing standards generally accepted in the United States of America, an overview of the planned scope and timing of the audit, and significant findings from the audit. The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of LFUCG and obligations related to the accountability of LFUCG, including overseeing the financial reporting process. For LFUCG, we agree that the Budget, Finance and Economic Development Committee meets that definition. Furthermore, we understand that authority for approving the release of the financial statements to the public has been delegated to management.

John Crosslin has been assigned the role of engagement principal and is responsible for supervising the engagement and signing the reports on LFUCG's financial statements or authorizing another individual to sign them.

OWNERSHIP OF WORKING PAPERS

The working papers prepared in conjunction with our audit are the property of our Firm, constitute confidential information, and will be retained by us in accordance with our Firm's policies and procedures.

However, pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to LFUCG's oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such workpapers will be provided under the supervision of Crosslin, PLLC personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of information contained therein to others, including other governmental agencies.

REPRODUCTION OF AUDIT REPORTS

If LFUCG plans any reproduction or publication of our reports, or any portion of them, copies of masters' or printers' proofs of the entire document should be submitted to us in sufficient time for our review and approval before printing. LFUCG also agrees to provide us with a copy of the final reproduced material for our approval before it is distributed.

OFFERING DOCUMENT

Should LFUCG wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services will respect to future offering documents will be determined at the time the services are to be performed.

Should LFUCG wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then LFUCG agrees to include the following language in the offering document:

> "Crosslin, PLLC, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crosslin, PLLC also has not performed any procedures relating to this official statement."

MANAGEMENT REPRESENTATIONS

As required by auditing standards generally accepted in the United States of America, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, LFUCG will release Crosslin, PLLC and its personnel from any liability and costs relating to our services under this agreement attributable to any misrepresentations by management.

AVAILABILITY OF RECORDS AND PERSONNEL

LFUCG agrees that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have full cooperation of, and unrestricted access to, LFUCG's personnel during the course of the engagement.

LFUCG also agrees to ensure that any third party valuation reports that LFUCG provides to us to support amounts or disclosures in the financial statements 1) indicate the purpose for which they were intended, which is consistent with LFUCG's actual use of such reports; and 2) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

ASSISTANCE BY YOUR PERSONNEL AND INTERNET ACCESS

We also ask that LFUCG personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to LFUCG's employees and/or customers should be provided to us. In addition, we ask that LFUCG provide high-speed Internet access to our engagement team, if practicable, while working on its premises. This assistance will serve to facilitate the progress of our work.

PEER REVIEW REPORTS

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our peer review report was provided with our original proposal for these services and is availably publically at the AICPA's website.

TRAINING EVENTS

Our firm devotes special resources to our governmental and not-for-profit customers in an effort to keep them up to date on current events within the governmental arena. In addition to our practical audit experience with these types of organizations, we have experience in assisting our customers in the implementation of new accounting and reporting requirements, trends, and practices. Additionally, Crosslin annually hosts a two-day seminar in governmental and not-for-profit accounting and auditing. LFUCG's accounting and internal audit teams will receive invitations to attend all of our educational conferences (free of charge) for which attendees receive CPE credit.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to LFUCG in the performance of our services. Any discussions that you have with professional personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the preparation of the Plan financial statements. Prior to performing such service in conjunction with our audit of the Plan, management must acknowledge its acceptance of certain responsibilities.
We will not perform management functions or make management decisions on behalf of LFUCG. However, we will provide advice and recommendations to assist management of LFUCG in performing its functions and fulfilling its responsibilities.

The Plan agrees to perform the following functions in connection with our performance of the non-attest services:

a. Make all management decisions and perform all management functions with respect to the financial statements provided by us.

b. Assign those charged with governance to oversee the preparation of the financial statements and evaluate the adequacy and results of the services.

c. Accept responsibility for the results of the financial statements.

d. Establish and maintain internal controls over the preparation of the financial statements.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. LFUCG's management must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

FEES

Our charges to LFUCG for the services described above are shown below.

Fiscal Year	Lexington-Fayette Urban County Government	Operational Services for Annual Compilation of Sheriff's Collection of Property Taxes	Total
2024	$178,000	$ 9,250	$187,250
2025	$181,000	$ 9,500	$190,500
2026	$184,000	$ 9,750	$193,050
2027	$187,000	$10,000	$197,000
2028	$190,000	$10,250	$200,250
2029	$193,000	$10,500	$203,500

The fees are based on anticipated cooperation from LFUCG personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If payments are not received promptly, we reserve the right to stop work on the engagement.

As part of its agreement with LFUCG, we will provide access to a cloud-based accounting solution provided by LeaseCrunch, LLC ("LeaseCrunch Services") at an agreed upon rate previously discussed with management. As between LFUCG and us, we disclaim all liability related in any way to LFUCG's use of the LeaseCrunch Services. We also disclaim any warranties related to the LeaseCrunch Services. LFUCG is solely responsible for the acts and omissions of any third party, including employees or contractors, who LFUCG has designated as a user of the LeaseCrunch Services (each an "End User"). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. To the extent permitted by law and without waiving the defense of sovereign immunity, LFUCG agrees to indemnify and hold Crosslin PLLC and its affiliates harmless from any LFUCG agrees to indemnify and hold Crosslin PLLC and its affiliates harmless from any and all liability and expenses, including reasonable attorneys' fees and costs, related to third-party claims arising out of LFUCG's or its End User's use of LeaseCrunch Services in violation of LeaseCrunch's Acceptable Use Policy.

Our charges for other services will be agreed to separately.

REPORTING

We will issue written reports upon completion of our reports. Our reports will be addressed to the Citizens, Mayor, and Members of LFUCG. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit

or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to LFUCG and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

CROSSLIN, PLLC

John H. Crosslin

John H. Crosslin
Co-Managing Principal

RESPONSE:

This letter correctly sets forth the understanding of LFUCG

Signature: Linda Gorton

Title: Mayor

Date: 7/22/2024

RESOLUTION NO. _____- 2025

A RESOLUTION RATIFYING A MULTI-YEAR LETTER AGREEMENT AND ANY OTHER PREVIOUSLY-EXECUTED DOCUMENTS WITH CROSSLIN, PLLC, FOR PREPARATION OF THE SHERIFF'S SETTLEMENT FOR THE 2024 THROUGH 2029 PROPERTY TAX YEARS, AT A COST NOT TO EXCEED $9,500.00 (FY2025), SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND AUTHORIZING THE MAYOR OR THE COMMISSIONER OF FINANCE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED THERETO; AND AMENDING RESOLUTION NO. 316-2024 TO AUTHORIZE CROSSLIN, PLLC TO CONDUCT A FINANCIAL AUDIT FOR FISCAL YEARS 2024 THROUGH 2029, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS.

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

Section 1 – That a multi-year Letter Agreement, which is attached and incorporated herein by reference, and any other previously-executed documents, with Crosslin, PLLC, for preparation of the Sheriff's Settlement for the 2024 through 2029 Property Tax Years, be and hereby are ratified; and that the Mayor or the Commissioner of Finance, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary documents with Crosslin, PLLC for the Sheriff's Settlement for the 2024 through 2029 Property Tax Years.

Section 2 – That an amount, not to exceed the sum of $9,500.00 (FY2025), be and hereby is approved for payment to Crosslin, PLLC, from account # 1101-202101-2011-71201 ($4,750.00) and account # 1115-202101-2011-71201 ($4,750.00), pursuant to the terms of the agreement and subject to the appropriation of sufficient funds in future fiscal years.

Section 3 – That Resolution No. 316-2024 be and hereby is amended to read as follows:

> Section 1 - That Crosslin, PLLC, be and hereby is authorized to conduct a financial audit of all Lexington-Fayette Urban County Government Funds for Fiscal Years 2024 through 2029 for an amount not to exceed $187,250.00 (FY2024), and the Mayor or the Commissioner of Finance, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Letter Agreement, which is attached hereto and incorporated herein by reference, and any other necessary documents with Crosslin, PLLC related to the audits.
>
> Section 2 - That an amount, not to exceed the sum of $187,250.00 (FY2025) be and hereby is approved for payment to Crosslin, PLLC from accounts # 1101-202101-2011-71202 ($101,000.00); # 1115-202101-2011-71202 ($19,000.00); # 4002-202101-2011-71202 ($38,000.00); # 4121-202101-2011-71202 ($13,000.00); # 4022-202101-2011-71202 ($1,000.00); # 4051-202101-2011-

71202 ($6,000.00); # 1101-202101-2011-71201 ($4,750.00); and # 1115-202101-2011-71201 ($4,500.00), pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
386-25:EPT:4928-7755-6288, v. 1

RESOLUTION NO. 222 - 2025

A RESOLUTION RATIFYING A MULTI-YEAR LETTER AGREEMENT AND ANY OTHER PREVIOUSLY-EXECUTED DOCUMENTS WITH CROSSLIN, PLLC, FOR PREPARATION OF THE SHERIFF'S SETTLEMENT FOR THE 2024 THROUGH 2029 PROPERTY TAX YEARS, AT A COST NOT TO EXCEED $9,500.00 (FY2025), SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS, AND AUTHORIZING THE MAYOR OR THE COMMISSIONER OF FINANCE, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE ANY NECESSARY DOCUMENTS RELATED THERETO; AND AMENDING RESOLUTION NO. 316-2024 TO AUTHORIZE CROSSLIN, PLLC TO CONDUCT A FINANCIAL AUDIT FOR FISCAL YEARS 2024 THROUGH 2029, SUBJECT TO THE APPROPRIATION OF SUFFICIENT FUNDS IN FUTURE FISCAL YEARS.

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

Section 1 – That a multi-year Letter Agreement, which is attached and incorporated herein by reference, and any other previously-executed documents, with Crosslin, PLLC, for preparation of the Sheriff's Settlement for the 2024 through 2029 Property Tax Years, be and hereby are ratified; and that the Mayor or the Commissioner of Finance, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute any necessary documents with Crosslin, PLLC for the Sheriff's Settlement for the 2024 through 2029 Property Tax Years.

Section 2 – That an amount, not to exceed the sum of $9,500.00 (FY2025), be and hereby is approved for payment to Crosslin, PLLC, from account # 1101-202101-2011-71201 ($4,750.00) and account # 1115-202101-2011-71201 ($4,750.00), pursuant to the terms of the agreement and subject to the appropriation of sufficient funds in future fiscal years.

Section 3 – That Resolution No. 316-2024 be and hereby is amended to read as follows:

> Section 1 - That Crosslin, PLLC, be and hereby is authorized to conduct a financial audit of all Lexington-Fayette Urban County Government Funds for Fiscal Years 2024 through 2029 for an amount not to exceed $187,250.00 (FY2024), and the Mayor or the Commissioner of Finance, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Letter Agreement, which is attached hereto and incorporated herein by reference, and any other necessary documents with Crosslin, PLLC related to the audits.
>
> Section 2 - That an amount, not to exceed the sum of $187,250.00 (FY2025) be and hereby is approved for payment to Crosslin, PLLC from accounts # 1101-202101-2011-71202 ($101,000.00); # 1115-202101-2011-71202 ($19,000.00); # 4002-202101-2011-71202 ($38,000.00); # 4121-202101-2011-71202 ($13,000.00); # 4022-202101-2011-71202 ($1,000.00); # 4051-202101-2011-

71202 ($6,000.00); # 1101-202101-2011-71201 ($4,750.00); and # 1115-202101-2011-71201 ($4,500.00), pursuant to the terms of the Agreement and subject to the appropriation of sufficient funds in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: May 29,2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
386-25:EPT:4928-7755-6288, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0415-25

File ID:	0415-25	**Type:**	Ordinance	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/21/2025
File Name:	Abolishing the Animal Care and Control Advisory Committee			**Final Action:**	05/29/2025

Title: An Ordinance repealing Article XXVII of Chapter 2 of the Lexington-Fayette Urban County Code of Ordinances to abolish the Animal Care and Control Advisory Committee. [Dept. of Public Safety, Armstrong]

Notes:

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	0415-25 Abolish Animal Care and Control Advisory Committee Memo, 0415-25 Ordinance repealing Animal Care and Control Advisory Committee .1 . 4934-1718-8611, ORD 415-25 Repealing Animal Care and Control Committee 4934-1718-8611 v.2.docx, O-034-2025	**Enactment Number:**	O-034-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Jordan	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0415-25

Title

An Ordinance repealing Article XXVII of Chapter 2 of the Lexington-Fayette Urban County Code of Ordinances to abolish the Animal Care and Control Advisory Committee. [Dept. of Public Safety, Armstrong]

Summary

Authorization to repeal Article XXVII of Chapter 2 of the Lexington-Fayette Urban County

Code of Ordinances to abolish the Animal Care and Control Advisory Committee.
(L0415-25)(Armstrong)
Budgetary Implications: NO
Advance Document Review:

Law: Yes, Completed by Evan Thompson, 12/5/2024

Risk Management: N\A

Fully Budgeted [select]: Yes/No/Partial
Account Number:
This Fiscal Year Impact: $
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance:

TO: Mayor Linda Gorton

Members, Urban County Council

FROM: Ken Armstrong, Commissioner of Public Safety

DATE: April 21, 2025

SUBJECT: Repealing Article XXVII of Chapter 2 of the Lexington-Fayette Urban County Code of Ordinances to abolish the Animal Care and Control Advisory Committee

---

Request Authorization to: To pass an ordinance repealing Article XXVII of Chapter 2 of the Lexington-Fayette Urban County Code of Ordinances to abolish the Animal Care and Control Advisory Committee.

Why are you requesting?

Department needs this action completed because: The Advisory Committee is obsolete. The board has only met a few times in the past several years. Thanks to the hard work of Animal Care and Control and LFUCG, any issues that have occurred have been addressed in a timely and effective manner.

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

The cost for this FY is: N\A

The cost for future FY is: N\A

Are the funds budgeted? N\A

File Number: 0415-25

Director/Commissioner: Ken Armstrong

ORDINANCE NO. _____ - 2024

AN ORDINANCE REPEALING ARTICLE XXVII OF CHAPTER 2 OF THE LEXINGTON-FAYETTE URBAN COUNTY CODE OF ORDINANCES TO ABOLISH THE ANIMAL CARE AND CONTROL ADVISORY COMMITTEE.

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

Section 1 – That Article XXVII of Chapter 2 of the Code of Ordinances, Lexington-Fayette County Government, related to the Animal Care and Control Advisory Committee, be and hereby is repealed and reserved.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
XXX-24:EPT_4934-1718-8611, v. 1

ORDINANCE NO. _____ - 2025

AN ORDINANCE REPEALING ARTICLE XXVII OF CHAPTER 2 OF THE LEXINGTON-FAYETTE URBAN COUNTY CODE OF ORDINANCES TO ABOLISH THE ANIMAL CARE AND CONTROL ADVISORY COMMITTEE.

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

Section 1 – That Article XXVII of Chapter 2 of the Code of Ordinances, Lexington-Fayette County Government, related to the Animal Care and Control Advisory Committee, be and hereby is repealed and reserved.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
PUBLISHED:
415-25:EPT_4934-1718-8611, v. 2

ORDINANCE NO. 034 - 2025

AN ORDINANCE REPEALING ARTICLE XXVII OF CHAPTER 2 OF THE LEXINGTON-FAYETTE URBAN COUNTY CODE OF ORDINANCES TO ABOLISH THE ANIMAL CARE AND CONTROL ADVISORY COMMITTEE.

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

Section 1 – That Article XXVII of Chapter 2 of the Code of Ordinances, Lexington-Fayette County Government, related to the Animal Care and Control Advisory Committee, be and hereby is repealed and reserved.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
PUBLISHED: June 6, 2025-1t
415-25:EPT_4934-1718-8611, v. 2

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0417-25

File ID:	0417-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	144-2025	**In Control:**	Urban County Council
				File Created:	04/22/2025
File Name:	USGS Gage Network Agreement FY 2026			**Final Action:**	05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period of July 1, 2025, through June 30, 2026, at a cost not to exceed $125,000, and contingent on the appropriation of sufficient funds in FY 2026. [Div. of Water Quality, Martin]

Notes: SAF in the CCO. CILOO returned to Greg Lubeck 6/4/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Blue_Sheet Memo, USGS Agreement, RESO 0417-25 4897-3239-7629 v.1.docx, R-223-2025, Contract #144-2025	**Enactment Number:**	R-223-2025
Deed #:		**Hearing Date:**	
Drafter:	Christina King/Greg Lubeck	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0417-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period of July 1, 2025, through June 30, 2026, at a cost not to exceed $125,000, and contingent on the appropriation of sufficient funds in FY 2026. [Div. of Water Quality, Martin]

Summary

Authorization to approve an Agreement with the United States Geological Survey for continued operation and maintenance of existing stream flow and rain gauges for a term of one year at a cost of $125,000. Funds are included in the FY26 Mayor's Proposed Budget. (L0417-25)(Martin/Albright)

Budgetary Implications [select]: Y

Advance Document Review:

Law: Yes Chris Eller 04/18/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4051-303204-3363-71205

This Fiscal Year Impact: $125,000.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: Funds included in FY26 - $125,000.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
Gregory S. Lubeck, P.E., Deputy Director
Division of Water Quality

DATE: April 18, 2025

SUBJECT: USGS Gage Network Agreement FY 2026

Request

The purpose of this memorandum is to request approval of an agreement between the Lexington- Fayette Urban County Government (LFUCG) and the United States Geological Survey (USGS) for the continued operation and maintenance of existing stream flow and rain gauges.

Purpose of Request

The existing stream flow and rain gauges were installed in 1997 by the USGS, and this agreement will assure necessary maintenance for the period July 1, 2025 through June 30, 2026.

The USGS will provide complete maintenance and collect all data. Any station that fails to operate or is damaged will be repaired by USGS at no cost to LFUCG. Each station will be checked and calibrated monthly by USGS. All data is retrieved via satellite and is made available to us. The data collected by the gauge network is used by LFUCG and others for MS4, Stormwater, and other activities.

This is a one-year agreement. This agreement may be terminated at any time by either party with sixty (60) days written notice.

Project Cost in FY26

Project Costs will be $125,000.00 and are requested in the FY 2026 budget.
4051-303204-3363-71205

Director/Commissioner

Martin/Albright

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

March 10, 2025

Mr. Gregory Lubeck
Engineering Section Manager
Lexington-Fayette Urban County
101 E. Vine St. 4th Floor
Lexington, KY 40507

Dear Mr. Lubeck,

Enclosed is a signed original of our standard joint-funding agreement 25NFJFA00000129 for the operation of multiple streamgages near Lexington, KY (per attachment), during the period July 1, 2025 through June 30, 2026 in the amount of $125,000 from your agency. U.S. Geological Survey contributions for this agreement are $54,500 for a combined total of $179,500. Please sign and return one fully-executed original to Nathan Wood at gs-w-oki_admin_fm_mailbox@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571) 386-7644 or ncwood@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

JEFFREY FREY

Digitally signed by JEFFREY FREY
Date: 2025.03.12 13:57:34 -04'00'

Jeffrey Frey
Director

Enclosure
25NFJFA00000129

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 25NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of July 1, 2025, by the U.S. GEOLOGICAL SURVEY, OKI Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Lexington-Fayette Urban County party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of multiple streamgages near Lexington, KY (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $54,500 by the party of the first part during the period July 1, 2025 to June 30, 2026

(b) $125,000 by the party of the second part during the period July 1, 2025 to June 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 25NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jeffrey Woods
Supervisory Hydrologist
Address: 5957 Lakeside Blvd.
Indianapolis, IN 46278
Telephone: (317) 430-3086
Fax: (317) 290-3313
Email: jwoods@usgs.gov

Customer Technical Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name: Nathan Wood
Budget Analyst
Address: 9818 Bluegrass Parkway
Louisville, KY 40299-1906
Telephone: (571) 386-7644
Fax: (502) 493-1909
Email: ncwood@usgs.gov

Customer Billing Point of Contact

Name: Gregory Lubeck
Engineering Section Manager
Address: 101 E. Vine St. 4th Floor
Lexington, KY 40507
Telephone: (859) 258-3446
Fax: (859) 425-2461
Email: glubeck@lexingtonky.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By JEFFREY FREY Digitally signed by JEFFREY FREY Date: 2025.03.12 13:56:41 -04'00' **Date: 3/10/2025**
Name: Jeffrey Frey
Title: Director

Lexington-Fayette Urban County

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

SURFACE WATER

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03288190 TRIB TO CANE RUN CR AT NEWTOWN PK NR LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03289193 WOLF RUN AT OLD FRANKFORT PIKE AT LEXINGTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY			
Full Range Streamflow Station	$5,200	$8,600	**$13,800**
	Total: $52,000	**$86,000**	**$138,000**

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY			
Precipitation, Continuous		$1,000	**$1,000**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY			
Precipitation, Continuous		$1,000	**$1,000**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Precipitation, Continuous		$1,000	**$1,000**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY			
Precipitation, Continuous		$1,000	**$1,000**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY			
Precipitation, Continuous		$1,000	**$1,000**
380249084295001 DOWNTOWN LEX. @ LFUCG BLDG ON E MAIN ST @ LEX., KY			
Precipitation, Continuous	$2,500	$4,000	**$6,500**
	Total: **$2,500**	**$12,000**	**$14,500**

WATER QUALITY

SITE Collection Description	FUNDS USGS	 COOP	 TOTAL
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY			
Water Quality, Continuous		$27,000	**$27,000**
Total:		**$27,000**	**$27,000**
GRAND TOTAL:			**$179,500**

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, FOR THE CONTINUING AND ONGOING MAINTENANCE AND OPERATION OF EXISTING STREAM FLOW AND PRECIPITATION GAUGES, FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026, AT A COST NOT TO EXCEED $125,000.00, AND CONTINGENT ON THE APPROPRIATION OF SUFFICIENT FUNDS IN FY 2026.

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 Agreement, which is attached hereto and incorporated herein by reference, with the U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period of July 1, 2025, through June 30, 2026.

Section 2 - That an amount, not to exceed the sum of $125,000.00, be and hereby is approved for payment to U.S. Geological Survey, from account # 4051-303204-3363-71205, pursuant to the terms of the Agreement and contingent on the appropriation of sufficient funds in the FY 2026 budget.

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
0417-25:WDR:4897-3239-7629, v. 1

RESOLUTION NO. 223 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY, FOR THE CONTINUING AND ONGOING MAINTENANCE AND OPERATION OF EXISTING STREAM FLOW AND PRECIPITATION GAUGES, FOR THE PERIOD OF JULY 1, 2025, THROUGH JUNE 30, 2026, AT A COST NOT TO EXCEED $125,000.00, AND CONTINGENT ON THE APPROPRIATION OF SUFFICIENT FUNDS IN FY 2026.

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 Agreement, which is attached hereto and incorporated herein by reference, with the U.S. Geological Survey, for the continuing and ongoing maintenance and operation of existing stream flow and precipitation gauges, for the period of July 1, 2025, through June 30, 2026.

Section 2 - That an amount, not to exceed the sum of $125,000.00, be and hereby is approved for payment to U.S. Geological Survey, from account # 4051-303204-3363-71205, pursuant to the terms of the Agreement and contingent on the appropriation of sufficient funds in the FY 2026 budget.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0417-25:WDR:4897-3239-7629, v. 1

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Ohio-Kentucky-Indiana Water Science Center

OHIO
6460 Busch Boulevard, Suite 100
Columbus, Ohio 43229-1737

KENTUCKY
9818 Bluegrass Parkway
Louisville, Kentucky 40299-1906

INDIANA
5957 Lakeside Boulevard
Indianapolis, Indiana 46278-1996

March 10, 2025

Mr. Gregory Lubeck
Engineering Section Manager
Lexington-Fayette Urban County
101 E. Vine St. 4th Floor
Lexington, KY 40507

Dear Mr. Lubeck,

Enclosed is a signed original of our standard joint-funding agreement 25NFJFA00000129 for the operation of multiple streamgages near Lexington, KY (per attachment), during the period July 1, 2025 through June 30, 2026 in the amount of $125,000 from your agency. U.S. Geological Survey contributions for this agreement are $54,500 for a combined total of $179,500. Please sign and return one fully-executed original to Nathan Wood at gs-w-oki_admin_fm_mailbox@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jeffrey Woods at (317) 430-3086 or email jwoods@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Nathan Wood at phone number (571) 386-7644 or ncwood@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. The U.S. Geological Survey appreciates the opportunity to work with Lexington-Fayette Urban County and looks forward to continuing the relationship in future fiscal years.

Sincerely,

JEFFREY FREY

Digitally signed by JEFFREY FREY
Date: 2025.03.12 13:57:34 -04'00'

Jeffrey Frey
Director

Enclosure
25NFJFA00000129

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001402
Agreement #: 25NFJFA00000129
Project #: NF00GWQ
TIN #: 61-0858140

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Jeffrey Woods Supervisory Hydrologist
Address:	5957 Lakeside Blvd. Indianapolis, IN 46278
Telephone:	(317) 430-3086
Fax:	(317) 290-3313
Email:	jwoods@usgs.gov

Customer Technical Point of Contact

Name:	Gregory Lubeck Engineering Section Manager
Address:	101 E. Vine St. 4th Floor Lexington, KY 40507
Telephone:	(859) 258-3446
Fax:	(859) 425-2461
Email:	glubeck@lexingtonky.gov

USGS Billing Point of Contact

Name:	Nathan Wood Budget Analyst
Address:	9818 Bluegrass Parkway Louisville, KY 40299-1906
Telephone:	(571) 386-7644
Fax:	(502) 493-1909
Email:	ncwood@usgs.gov

Customer Billing Point of Contact

Name:	Gregory Lubeck Engineering Section Manager
Address:	101 E. Vine St. 4th Floor Lexington, KY 40507
Telephone:	(859) 258-3446
Fax:	(859) 425-2461
Email:	glubeck@lexingtonky.gov

U.S. Geological Survey
United States
Department of Interior

Signature

JEFFREY FREY Digitally signed by JEFFREY FREY Date: 2025.03.12 13:56:41 -04'00'

By JEFFREY FREY **Date:** 3/10/2025
Name: Jeffrey Frey
Title: Director

Lexington-Fayette Urban County

Signatures

By Linda Gorton **Date:** 6/4/25
Name: Linda Gorton
Title: Mayor

Attested:
By MacKenzie Stock **Date:** 6/4/25
Name: MacKenzie Stock
Title: Deputy Council Clerk

By _____ **Date:** _____
Name:
Title:

CLIMATE

SITE Collection Description	FUNDS USGS	COOP	TOTAL
03284525 E HICKMAN CR TRIB AT CHILESBURG RD NR LEXINGTON,KY Precipitation, Continuous		$1,000	**$1,000**
03284533 EAST HICKMAN CR AT TATES CR RD NR EAST HICKMAN, KY Precipitation, Continuous		$1,000	**$1,000**
03284552 WEST HICKMAN CR AT VETERANS PARK NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03287590 N ELKHORN CR AT WINCHESTER RD NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03287600 N ELKHORN CR AT BRYAN STATION RD AT MONTROSE, KY Precipitation, Continuous		$1,000	**$1,000**
03288180 CANE RUN CREEK AT CITATION BLVD NR LEXINGTON, KY Precipitation, Continuous		$1,000	**$1,000**
03289000 SOUTH ELKHORN CREEK AT FORT SPRING, KY Precipitation, Continuous		$1,000	**$1,000**
03289200 TOWN BRANCH AT YARNALLTON ROAD AT YARNALLTON, KY Precipitation, Continuous		$1,000	**$1,000**
380249084295001 DOWNTOWN LEX. @ LFUCG BLDG ON E MAIN ST @ LEX., KY Precipitation, Continuous	$2,500	$4,000	**$6,500**
Total:	**$2,500**	**$12,000**	**$14,500**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0418-25

File ID:	0418-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	134-2025	**In Control:**	Urban County Council
				File Created:	04/22/2025
File Name:	Lease Agreement LexPark - July 1, 2025			**Final Action:**	05/29/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Lexington & Fayette County Parking Authority for approximately 855 square feet of space at the Government Center Annex Building, located at 162 East Main Street, in consideration of anticipated revenue in the amount of $14,229.34, with an annual increase of three percent (3%) per additional renewal. [Dept. of General Services, Ford]

Notes: RIO 4/23/2025 MS

SAF in the CCO. Returned to Sandra via IOM 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Memo Lease Agreement Lexington Fayette Parking Authority (LexPark).pdf, Lease Agreement Lexington Fayette Parking Authority (LexPark).pdf, Reso 418-25 LexPark Lease Agreement 4929-6629-5356 v.1.docx, R-224-2025	**Enactment Number:**	R-224-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0418-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Lease Agreement with Lexington & Fayette County Parking Authority for approximately

855 square feet of space at the Government Center Annex Building, located at 162 East Main Street, in consideration of anticipated revenue in the amount of $14,229.34, with an annual increase of three percent (3%) per additional renewal. [Dept. of General Services, Ford]

Summary

Authorization to enter into a lease Agreement with Lexington & Fayette County Parking Authority for space located at 162 East Main Street within the Annex Building for a period of one year with the option of two additional annual renewals. Year one annual revenue is $14,229.34 with a 3% increase for each additional renewal and is included in the FY 2026 Mayor's Proposed Budget. (L0418-25)(Ford)

Budgetary Implications: Yes - Revenue

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, April 7, 2025

Risk Management: No

Fully Budgeted: NA

Account Number: 1101-011001-0001-42181

This Fiscal Year Impact: NA

Annual Impact: $14,229.34 FY26 Revenue

Project:

Activity:

Budget Reference:

Current Balance: in FY 26 MPB

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 22, 2025

SUBJECT: Facility Lease Agreement at Government Center Annex Building
Lexington & Fayette County Parking Authority (LexPark)

Request:

Request Council Authorization for the Mayor to enter into a lease agreement with Lexington & Fayette County Parking Authority for space located at the Government Center Annex Building, 162 East Main Street. The area is located on the second floor, and consists of approximately 855 square feet. The initial term will be for one year, with the option for two additional annual renewals. Lease terms begin on July 1, 2025. The lease amount will be $1,185.78 monthly for the initial year and increase by 3% for each additional renewal. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon ninety (90) days prior written notice to the other party.

Purpose:

LexPark manages public parking facilities, including on-street metered spaces and off-street parking garages, in the downtown area. LexPark services facilitate convenient access for customers, visitors, and staff of downtown businesses and public facilities.

Budgetary Implication:

Year one annual rental revenue: $14,229.34

Are the funds budgeted? Yes, 1101-011001-0001-42181

File Number: 0418-25

Director/Commissioner: Chris Ford

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, whose address is 200 East Main Street, Lexington, Kentucky 40507, (the "Owner"), and **LEXINGTON & FAYETTE COUNTY PARKING AUTHORITY**, whose address is 162 East Main Street, Lexington, Kentucky 40507, (the "Tenant").

WITNESSETH:

1. PREMISES. The leased premises, hereinafter called the "Premises", are identified and described as follows: approximately 855 square feet of rentable area located on the second (2nd) floor of the Annex Building located at 162 East Main Street in Lexington, Kentucky, and more specifically identified on Exhibit A of this Agreement. Use of the second floor employee restrooms, the coordinated use of the second floor conference room, and use of the second floor kitchen/break room is included with this agreement.

2. USE. The Premises shall be used by Tenant for general office space and shall not be used for any other purpose without the prior written consent of Owner. Tenant shall not use the Premises in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority. Tenant shall use the Premises in a safe, careful, proper, and lawful manner and shall keep and maintain the Premises in as good a condition as when Tenant first took possession thereof, and Tenant shall not commit, or allow to be committed, any act of waste, in or about the Premises or the Building. Tenant shall not create, maintain, or permit any nuisance in the Premises or the Building, or permit any objectionable or offensive noise or odors to be emitted from the Premises. If Tenant uses the Premises in any manner which would invalidate any policy of insurance now or hereafter carried on the Building or increase the rate of premiums payable on any such insurance policy, Owner may, at its option, require Tenant to discontinue such use or to reimburse Owner as additional rent for any increase in premiums attributable to the use being made by the Tenant. Tenant shall comply with the Rules and Regulations governing the use and occupancy of the building, which Rules and Regulations are attached hereto as Exhibit "C". Owner may amend the Rules and Regulations from time to time, and a written copy of such amendments will be given to Tenant who shall thereafter comply with the same.

3A. TERM. The initial term of this Agreement shall be for a period of one (1) year and zero (0) months, beginning on July 1, 2025 and ending June 30, 2026.

3B. Completion of the initial term of this Agreement the extension periods will automatically rollover for two (2) subsequent terms of one (1) year each subject to the termination provision stated in Section 15.

4. RENT. Tenant agrees to pay the Owner annual rent as specified in Exhibit B for use of the Premises. The rental payments shall be made at the Owner's notice address in paragraph 25 in advance on or before first (1st) day of the month. Payments shall be made on the following basis: ■ Monthly □ Quarterly

5. UTILITIES AND SERVICES. Owner shall be responsible for providing and paying for all utilities to the Premises except for any utility that is separately metered for the Premises. In such case, Tenant shall be responsible for payment of the utility charge. Owner shall provide janitorial and cleaning services for common areas of the building, if there be any. Owner does not warrant that any services provided by Owner will be free from interruption due to causes beyond Owner's reasonable control. The temporary interruption of services or delay in the making of repairs will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises or render Owner liable to Tenant for damages by set-off or abatement of rent or otherwise, nor will it relieve Tenant from performance of Tenant's obligations under this Agreement.

6. SECURITY DEPOSIT. Tenant shall pay a Security Deposit, equal to zero (0) month's rent to Owner upon the full execution of the Agreement. The security deposit is refundable by Owner to Tenant at the expiration of the lease term or any extension thereof, and surrender of the Premises subject to the Tenant's performance of its duties and obligations under the terms of the Agreement.

Upon the expiration or earlier termination of this Lease, Tenant shall immediately surrender the Premises to Owner in broom clean condition and in good order, condition, and repair, except for ordinary wear and tear and damage which Tenant is not obligated to repair, failing which Owner may restore the Premises to such conditions at Tenant's expense.

7. TAXES AND FEES. Tenant agrees to pay all applicable taxes and assessments against its personal property, and any applicable permit, regulatory and/or license fees. Tenant is not responsible for any applicable real property taxes.

8. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. Tenant shall comply and cause its employees and agents to comply with all ordinances, statutes, state and federal laws, and reasonable operational procedures and standards established by the Owner in connection with the use of the Premises.

9. INSPECTIONS. Owner shall have the right to inspect the Premises at any time during Tenant's normal hours of operation. Owner shall have free access to the Premises at all reasonable times for the purpose of examining the same, or to make any alterations or repairs to the Premises that Owner deems necessary for its safety or preservation. Owner shall have the right to inspect the Premises outside Tenant's normal hours of operation with 24 hours prior notice.

10. ALTERATIONS TO THE PREMISES AND FIT-UP COSTS. Before any physical improvements or changes to the Premises may be made by Tenant, including painting, Tenant shall obtain prior written approval for such changes from Owner, which approval may be withheld. Any and all improvements once installed, affixed or located in or on the Premises shall be and remain on the Premises and belong to Owner as further consideration of this Agreement. All inventory, furnishings, fixtures and other equipment (not permanently attached to the Premises) may be removed by Tenant upon termination of the Agreement, at Tenant's sole expense, provided such removal does not damage the Premises.

Tenant, at Owner's request, shall remove its personal property and fixtures and shall restore the Premises to the condition existing prior to the items so removed.

11. MAINTENANCE AND USAGE OF THE PREMISES.

a. Owner shall at its expense keep in good order, condition and state of repair the structural portions of the Premises the plumbing, heating, air-conditioning, electrical service to the Premises and the common areas in the Building; provided, however, that Owner's obligation to make such repairs shall not relieve Tenant of the obligation of paying its share of any operating costs under the provisions of Exhibit B, and provided further that Tenant shall reimburse Owner upon demand for the cost of repairing any damage to the Premises or the Building caused by the deliberate act or negligent act of Tenant or its employees, agents or invitees. Tenant shall, at its expense, keep in good order, condition, state of repair all portion of the Premises with the exception of those to be maintained and repaired by Owner under the foregoing provisions. In the event Tenant fails to comply with the requirements of the foregoing sentence, Owner may make such maintenance and repair and the costs thereof with interest at fifteen (15%) percent per annum shall be immediately payable to Owner as additional rent.

b. Excepted from Owner's obligation to repair are any repairs made necessary by reason of damage due to fire or other casualty loss covered by standard fire and extended coverage insurance.

c. Tenant shall use common areas, if there are any, in such manner so as not to interfere with the use of common areas by other occupants of the building.

d. Tenant shall reimburse Owner for any fines, penalties and costs and all liability for violation or non-compliance with any requirements related to the Premises imposed as a result of Tenant's failure to repair.

Intentional damage to the Premises shall entitle Owner to terminate the Lease, to repossess the Premises, and to require Tenant to make necessary repairs to the Premises.

e. With the exception of service animals, dogs and other animals are not permitted on the Premises.

12. SECURITY. Tenant shall have adequate procedures in place to ensure that, if needed, office doors are secured at the end of the business day and that outside doors are secured and keys are distributed to personnel only as necessary. Owner shall maintain a master key in its possession for emergency access to the Premises.

13. PARKING. Tenant shall direct all Tenant employees to park only in those spaces that may be assigned in writing to Tenant by Owner. Zero (0) parking spaces are included in this agreement and it is Tenant's responsibility to secure parking at Tenant's expense as needed.

14. INDEMNIFICATION AND INSURANCE.

a. Indemnification - Tenant agrees to indemnify, defend and hold harmless Owner and its agents, officials and employees, from any and all claims, liabilities, loss, damages, actions of whatever kind or expense including defense costs and attorney fees that are in anyway incidental or connected with or that arise or alleged to have arisen, directly or indirectly in whole or in part from Tenant's or its invitees' use of the Premises. Owner shall not be liable for any loss or damage to persons or property of the Tenant or others located in the Premises or the loss of or the damage to any property of Tenant or others by theft or otherwise from the Premises. Owner 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 Premises, pipes, appliances or plumbing works, or any other cause of any nature, except to the extent such injury or damage results from a negligent or willful act or failure to act of the Owner. Any property of Tenant kept for storage at the Premises shall be so kept or stored at the exclusive risk of Tenant.

b. Insurance –Tenant shall procure and maintain, at its cost, throughout the term of this Agreement, and annually for any extension thereof, commercial general liability insurance, including premises and operations liability, broad form contractual coverage, and fire legal liability for said Premises, and any other appropriate insurance, deemed proper and necessary for its use and occupation of the Premises. Liability limits should be in an amount not less than $1,000,000.00 per occurrence with an aggregate of not less than $2,000,000.00. Said insurance company shall be authorized to do business in the Commonwealth of Kentucky, with a Best's Key Rating of no less than Excellent (A or A-) and a financial size category of no less than VIII, and must include the provision that "it is agreed and understood that the

Lexington-Fayette Urban County Government, its agents, employees, officers and elected officials, as their interests may appear, are additional insured, under the provisions of this Agreement." Tenant shall furnish to the Owner's Division of Risk Management a certificate of insurance and make available for inspection a copy of the policy.

Any Tenant improvements to the Premises must be approved in writing by Owner prior to construction. Upon completion of construction, Tenant must provide copies of all required governmental approvals and permits, a copy of the certificate of occupancy, and original copies of full lien waivers from all contractors and materialmen. Such documents must be delivered by Tenant to Owner prior to Tenant occupying the Premises.

c. Other requirements –Tenant shall require that all contractors/ vendors used by Tenant for fit-up improvements and betterments of the space during occupancy shall be pre-approved by Owner's Division of Building Maintenance and Construction. Furthermore, Tenant shall comply with Owner's risk management provisions and shall provide Owner with copies of certificates of insurance and/or any contracts entered into relating to the above, prior to commencement of work.

15. TERMINATION. After the expiration of the initial lease term, either party may terminate any lease extension at any time, without penalty, upon ninety (90) days prior written notice to the other party. Owner may perform ongoing evaluations to determine whether the Premises are being used by Tenant as stipulated in this Agreement. If Tenant does not utilize the Premises in accordance with the use specified in Paragraph 2 of this Agreement, Tenant upon written notice from Owner shall immediately vacate the Premises and this Agreement will be terminated and of no further force and effort.

16. SIGNAGE. Tenant will be allowed to place, at its sole expense, its name or sign on its Premises in the building, provided such signage complies with the applicable guidelines as set forth by Owner and applicable local sign ordinances.

17. AGREEMENT IS NOT ASSIGNABLE. This Agreement is not assignable and Tenant may not sublease or grant any other individual, agency or organization use or occupancy of Tenant's Premises.

18. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. All personal property kept upon the Premises shall be at the sole risk and responsibility of Tenant. This shall include property of contractors/ vendors engaged by Tenant to perform fit-up or conduct other maintenance or improvement activities throughout the term of this Agreement.

19. DESTRUCTION OF PREMISES. If the Premises should be destroyed or damaged by fire or other casualty covered by the Owner's policy of fire and extended coverage insurance, Owner may, at its sole option and expense, elect to make repairs or restore the building and Premises or to cancel this Agreement instead of making the necessary repairs. If the Premises are damaged to such extent that repairs or restoration cannot be effected within one hundred twenty (120) days, either party shall have the right to cancel this Agreement by giving the other party such notice in writing within thirty (30) days from the date such damage occurred. In the event of partial destruction or damage whereby Tenant shall be deprived of the use or occupancy of only a portion of the Premises, then minimum rent shall be equitably apportioned according to the area of the Premises which is usable by Tenant until such time as the Premises are repaired or restored. Owner is not obligated to commence repair or reconstruct the Premises until after it receives the proceeds of insurance in connection with such partial loss. Should the destruction or damage be of such extent that the Premises are entirely unrentable and then the Agreement shall automatically terminate.

20. HAZARDOUS MATERIALS. Tenant will not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation. Any Hazardous Materials generated by Tenant will be removed from the Premises at Tenant's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time Tenant fails to comply with the terms of this section, Owner may remedy such default and Tenant must fully reimburse Owner for any cost or expense it incurs within ten (10) days of written notification from Owner.

21. QUIET ENJOYMENT. Owner hereby covenants and agrees that if Tenant performs all the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the Lease term and any extensions or renewals thereof have the peaceable and quiet enjoyment and possession of the Premises without any manner of, or hindrance from, Owner or any person or persons lawfully claiming the Premises.

22. VACATION OF PREMISES. Tenant shall deliver up and surrender to Owner possession of the Premises upon the expiration or termination of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement (the elements, ordinary wear and deterioration accepted).

23. DEFAULT AND REMEDIES

a. If Tenant shall abandon the Premises, or fail to pay any installment of rent or additional rent when due or fail to pay any costs or expenses provided for in this Agreement when said payments are due, or fail to perform any of its other obligations under the terms, conditions, and

covenants of the Agreement, then Tenant shall be in default and breach of the Agreement.

b. In the event of a default and the continuance of such default ten (10) days after written notice thereof is given by Owner to Tenant, in addition to Owner's rights and remedies allowed by law, Owner may, without further notice to or demand upon Tenant, apply the security deposit or re-enter the Premises and cure any default of Tenant. Tenant shall reimburse Owner in curing such default, and Owner shall not be liable to Tenant for any loss or damage which Tenant may sustain by reason or Owner's actions. Further, in addition to any other rights and remedies allowed by law, Owner may terminate the Agreement as of the date of such default and Tenant shall immediately thereafter surrender the Premises to Owner. If Tenant shall not immediately surrender the Premises, Owner may reenter the Premises and dispossess Tenant or any other occupants of the Premises and remove their effects, without prejudice to any other remedy which Owner may have for possession or arrearages in rent.

c. The failure or delay by either party to insist upon the strict performance by the other or any of the terms, conditions, or covenants of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any default and breach of this Lease shall not be held to be a waiver of any other default and breach. The receipt of rent by Owner after said rent is due and payable shall not be construed as a waiver of such default, and the receipt by Owner of less than the full amount of rent due shall be a payment without prejudice to its right to recover the balance of the rent or to pursue any other remedies provided in the Lease.

24. MEMORANDUM OF LEASE. This Agreement, or a memorandum describing the Premises herein demised, stating the term of the Agreement, and referring to this document, may be recorded by either party.

25. 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 the Owner at the following:

Lexington-Fayette Urban County Government
Attn: Commissioner of General Services
200 East Main Street, 4th floor
Lexington, KY 40507
generalservices@lexingtonky.gov

Notice shall be sent to the Tenant at the following:

Kara Pearson, CFO
Lexington & Fayette County Parking Authority
162 East Main Street
Lexington, Kentucky 40507

26. WAIVER. No waiver of any condition of legal right shall be implied by the failure of either party to declare forfeiture, or for any other reason, and no waiver of condition or covenant shall be valid unless it be in writing signed by party so waiving. The waiver of a breach by either party of any condition shall not excuse, or be claimed to excuse, a future breach of the same condition or covenant or any other condition or covenant.

27. EMINENT DOMAIN. In the event that the Premises or any part thereof shall be at any time after the execution of the Agreement are taken for public or quasi-public use, or condemned under eminent domain, Tenant shall not be entitled to claim or have paid to it any compensation or damages whatsoever for or on account of any loss, injury, damage or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes to Owner any rights to any such damages. Should all of the Premises be taken by eminent domain, then this Agreement shall be deemed terminated, and Tenant shall be entitled to no damages or any consideration by reason of such taking.

28. INTERPRETATION. If any clause, sentence, paragraph or part of the Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.

29. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.

30. NON-DISCRIMINATION. Tenant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or handicap and will state in all solicitations or advertisements for employees placed on behalf of Tenant that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age, national origin or handicap.

31. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties with respect to Tenant's occupancy, use, and lease of the Premises, and there are no other promises or conditions in any other agreement either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.

32. HOLDOVER. Should the Tenant hold over after termination of the Lease without a properly signed extension agreement, the Lease will become month-to-month subject to termination upon thirty (30) days written notice by either party. Monthly rent shall be one hundred fifty percent (150%) of the fair market value.

33. ATTORNEYS FEES. Should either party expend attorney's fees, and cost to enforce any provision of this Agreement, the prevailing party shall recover its attorney's fees and costs from the other party.

34. APPLICABLE LAW AND VENUE. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.

35. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise or any rights in favor of any third party.

36. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first above written.

The foregoing terms and conditions are accepted by the **Owner** this _____ day of _____, 2025_.

OWNER:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
Linda Gorton, Mayor

The foregoing terms and conditions are accepted by the **Tenant** this 16 day of April, 2025_.

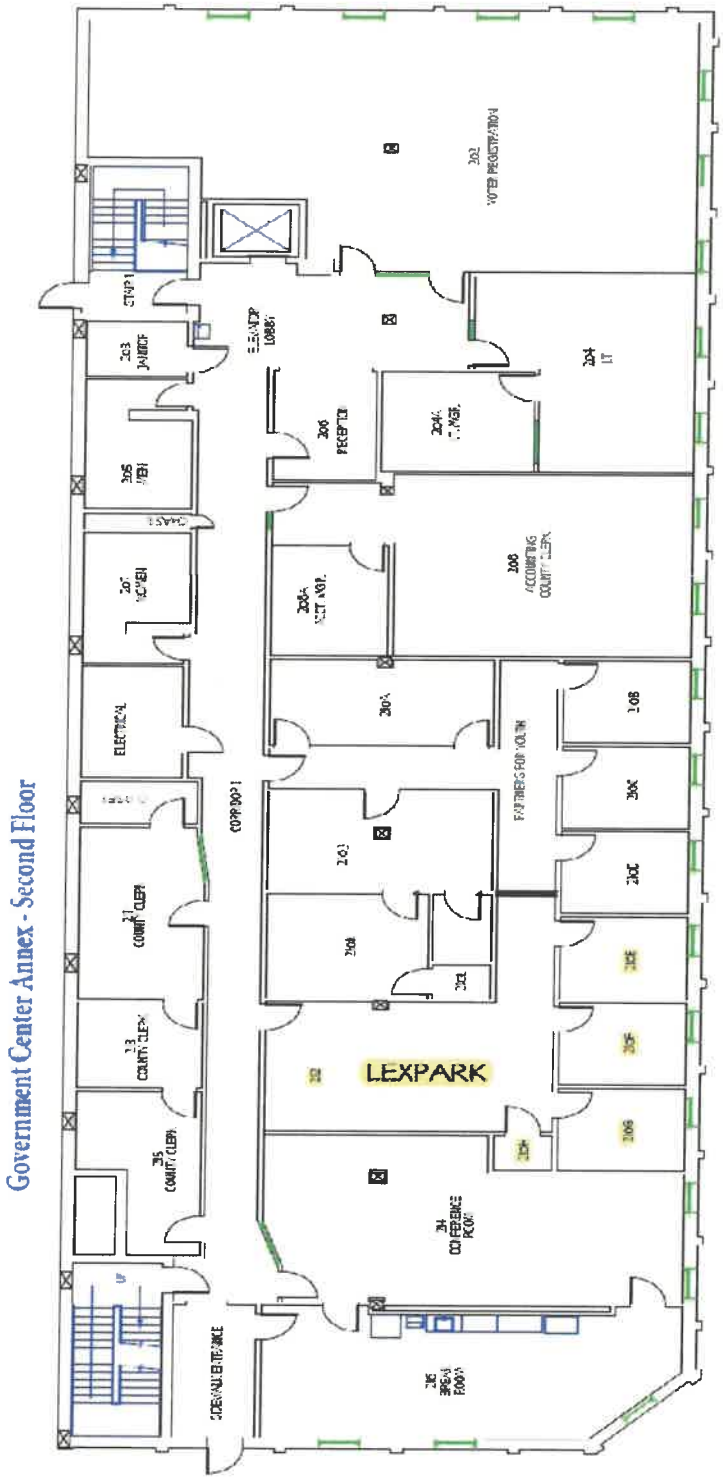
TENANT:

LEXINGTON & FAYETTE COUNTY PARKING AUTHORITY

BY: Laura Boison

LAURA BOISON, EXEC. DIR
Printed Name & Title

EXHIBIT A



Tenant:	Lexington & Fayette County Parking Authority
Premises:	GC Annex Building, 162 East Main Street
RSF:	855
Initial lease term:	Initial term of one year, with two (2) one year automatic extensions

EXHIBIT B

Lease Payment Schedule for Lexington Parking Authority

Period	Lease Yr.	SF Rate	Annual Rent	Monthly Rent
Initial Term	FY26	$16.64	$14,229.34	$1,185.78
Extension 1	FY27	$17.47	$14,940.80	$1,245.07
Extension 2	FY28	$18.35	$15,687.84	$1,307.32

B.1 Rent. Tenant shall pay to Owner as rent for the Premises the annual sums specified in Exhibit B (Adjusted Annual Rent column). If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

B.2 Annual Rental Adjustment (if applicable). If in any calendar year or partial calendar year during the term hereof (or renewal periods, if any), the Operating Expenses of the Building as hereinafter defined shall exceed $6.75 per Rentable Square Foot of an area therein, then Tenant shall pay as additional rental for that year or partial calendar year Tenant's Proportionate Share of the excess Operating Expenses exceeding $6.75 per Rentable Square Foot. Tenant's Proportionate Share of operating expenses is the percentage determined by dividing the rentable area in Tenant's Premises by the total rentable area in the building.

B.2-1. For the purposes of this Agreement, Operating Expenses shall mean any and all costs paid or incurred in the discretion of the Landlord, in connection with the operation, service, maintenance, repair of the Building (including fire and extended insurance costs) determined in accordance with generally accepted accounting principles (on an accrual basis) consistently applied.

B.2-2. Notwithstanding the Landlord's discretion as to Operating Expenses, no expense incurred for the following shall be included in Operating Expenses:

(1) Cost incurred by Owner for Tenant's alterations;

(2) Depreciation of the building;

(3) Costs of capital improvements which do not improve the building's operating efficiency, reduce utility expenses, or which may not be required by governmental authorities;

(4) Payments of principal on any mortgage or debt service;

(5) Utility cost separately metered for each tenant's premises.

B.2-3. Tenant shall pay all charges for all separately metered utility services used by it in the Premises and supplied by Owner, a public utility or public authority or any other person, firm or corporation; provided, however, that the Tenant shall not be charged more by Owner than the rates it would be charged for the same service if furnished by a public utility company or governmental unit.

B.3 Payment of Annual Rental Adjustment (if applicable). Tenant's Annual Rental Adjustment shall be estimated annually by Owner and written notice of the estimated amount given to Tenant prior to the beginning of each fiscal year commencing on July 1. Tenant shall pay one-twelfth (1/12) of the estimated amount each month, as additional rent, along with the monthly installment of base rent. Within ninety (90) days after the end of each such calendar year, Owner shall prepare and deliver to Tenant a statement showing in reasonable detail the actual amount of Operating Expenses for the preceding fiscal year and the actual amount of Tenant's Annual Rental Adjustment. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Owner, or Owner shall credit to Tenant, the difference between the actual amount of Tenant's Annual Rental Adjustment for the preceding fiscal year and the estimated amount paid by Tenant during such year provided however, that notwithstanding anything to the contrary herein contained, Tenant shall not be entitled to a credit for any amount of annual base rent paid.

B.4 Service Charge. If any installment of base rent or additional rent provided for in this Agreement is not paid within ten (10) days after its due date, it shall be subject to a service charge of five percent (5%) of the unpaid rent due for each month or fraction thereof or such lesser amount as may be the maximum amount permitted by the law, until paid.

Exhibit C

RULES AND REGULATIONS

1. No advertisement, sign, lettering, notice or device shall be placed in or upon the Premises, its windows or doors, or upon the Building except such as may be approved in writing by Owner.

2. Owner shall maintain a Building directory with the name of Tenant, its organizational divisions and the name of any other business entities lawfully occupying the Premises or any part thereof.

3. No additional locks other than building standard shall be placed upon any doors of the Premises without Owner's consent and Tenant agrees not to have any duplicate keys made without the consent of Owner. If more than two keys for any door lock are desired such additional keys shall be acquired from Owner and shall be paid for by Tenant. Upon termination of this Lease Tenant shall surrender all keys to Owner. Tenant shall not replace the locks on any doors. Should Owner consent to the replacement of such lock Owner shall replace the lock at Tenant's sole expense.

4. No furniture, freight, supplies not carried by hand, or equipment of any kind shall be brought into or removed from the building without the consent of Owner. Owner shall have the right to limit the weight and size to designate the position of all safes and other heavy property brought into the building. The furniture, freight, supplies, equipment, safes and such other heavy property shall be moved in or out of the Building only at the times and in the manner permitted by Owner. Owner will not be responsible for loss of or damage to any such items and all damage done to the Premises or to the Building by moving or maintaining such items shall be repaired at the expense of Tenant. Any merchandise not capable of being carried by hand shall utilize hand trucks equipped with rubber tires and rubber side guards.

5. Tenant, its invitees or guests, shall not disturb other occupants of the Building by making any undue or unseemly noise, or otherwise. Tenant shall not, without Owner's written consent, install or operate in or upon the Premises any machine or machinery causing noise or vibration perceptible outside the Premises, electric heater, stove, device for the preparation of food, or machinery of any kind or carry on any mechanical business thereon, or keep or use thereon oils, burning fluids, camphene, kerosene, naphtha, gasoline, or other combustible materials. Notwithstanding the foregoing, Tenant may operate within the Premises a device for the brewing of coffee to be consumed on the Premises. No explosives shall be brought into the Building.

6. Tenant shall not mark or drive nails or screws into the woodwork or plaster, or paint, or in any way deface the Premises, the Building, or any parts thereof or

fixtures therein. The expense of remedying any breakage or stoppage resulting from a violation of this rule shall be paid by Tenant.

7. Canvassing, soliciting and peddling in the Buildings are prohibited and each Tenant shall cooperate to prevent such activity, however, Owner, in its discretion, may allow beverage and snack vending in the Building.

8. Tenant may request the assistance of Owner's employees only upon approval of the Owner's manager. Owner's employees are not required to perform any work or do anything outside of their regular duties, except on issuance of special instructions from the Owner's manager. If Owner's employees are made available to assist Tenant, Owner shall be paid for their services by Tenant at reasonable hourly rates.

9. Owner reserves the right to close and keep locked all entrance and exit doors the Building on Sundays and legal holidays and between the hours of 6:00p.m. on any day and 8:00 a.m. of the following day during such further hours and Owner may deem advisable for access control of the Building. Notwithstanding the foregoing, Tenant shall have access to the Building at all hours.

10. Owner may utilize an outside agency to control access to the Building when it is locked. Owner does not assume any responsibility for, and shall not be liable for, and damage resulting from any error in regard to any identification of Tenant or its employees and from admission to, or exclusion from, the Building by such outside agency.

11. The heating and air conditioning systems shall be operated at such times as the Building Owner shall designate from time to time. Tenant shall not utilize any equipment requiring extraordinary services without the prior written consent of Owner.

12. Tenant shall exercise care and caution to insure all water faucets or water apparatus, electricity and gas are carefully and entirely shut off before Tenant or its employees leave the Premises so as to prevent waste or damage. Tenant shall be responsible for any damage to the Premises or the Building and for all damage or injuries sustained by other tenants or occupants of the Building arising from Tenant's failure to observe this rule.

13. Owner reserves the right to exclude or remove from the Building any person who, in the judgment of Owner, is under the influence of liquor or drugs, or who is in the judgment of Owner disturbing other Tenants or occupants of the Building arising from Tenant's failure to observe this rule.

14. Toilet facilities shall be provided for men and women by Owner. Plumbing fixtures and appliances shall be used for the purpose for which they were designed and no rubbish, rags or other unsuitable material shall be thrown or placed therein.

Repairs resulting from such damage to any such fixtures or appliances from misuse by a Tenant shall be paid by Tenant and Owner shall not in any case be responsible therefore.

15. Owner will replace tubes and lamps for lighting fixtures at Tenant's expense if requested by Tenant to do so.

16. Owner reserves the right to rescind any of these rules and regulations and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed or desirable for the care and cleanliness of the Premises and the Building. Such rules and regulations when made and upon written notice to Tenant, shall be binding upon Owner and Tenant in like manner as if originally set forth herein.

17. Tenant agrees that Owner shall not be responsible for lost or stolen personal property, money or jewelry from the Premises or Building regardless of whether such loss occurs when the area is locked against entry or not.

RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH LEXINGTON & FAYETTE COUNTY PARKING AUTHORITY FOR APPROXIMATELY 855 SQUARE FEET OF SPACE AT THE GOVERNMENT CENTER ANNEX BUILDING, LOCATED AT 162 EAST MAIN STREET, IN CONSIDERATION OF ANTICIPATED REVENUE IN THE AMOUNT OF $14,229.34, WITH AN ANNUAL INCREASE OF THREE PERCENT (3%) PER ADDITIONAL RENEWAL.

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 Lease Agreement, which is attached hereto and incorporated herein by reference, with Lexington & Fayette County Parking Authority, for approximately 855 square feet of space at the Government Center Annex Building in consideration of anticipated revenue in the amount of $14,229.34, with an annual increase of three percent (3%) per additional renewal.

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
0418-25:GET:4929-6629-5356, v. 1

RESOLUTION NO. 224 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A LEASE AGREEMENT WITH LEXINGTON & FAYETTE COUNTY PARKING AUTHORITY FOR APPROXIMATELY 855 SQUARE FEET OF SPACE AT THE GOVERNMENT CENTER ANNEX BUILDING, LOCATED AT 162 EAST MAIN STREET, IN CONSIDERATION OF ANTICIPATED REVENUE IN THE AMOUNT OF $14,229.34, WITH AN ANNUAL INCREASE OF THREE PERCENT (3%) PER ADDITIONAL RENEWAL.

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 Lease Agreement, which is attached hereto and incorporated herein by reference, with Lexington & Fayette County Parking Authority, for approximately 855 square feet of space at the Government Center Annex Building in consideration of anticipated revenue in the amount of $14,229.34, with an annual increase of three percent (3%) per additional renewal.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0418-25:GET:4929-6629-5356, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0424-25

File ID:	0424-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	184-2023	**In Control:**	Urban County Council
				File Created:	04/23/2025
File Name:	First Amendment to Lease at 4071 Tates Creek Centre Dr			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the First Amendment to the Lease Agreement with Ridgefield Investments, LLC, for approximately 431 square feet of office space located at 4071 Tates Creek Centre Dr., at a cost not to exceed $11,144.64 for Fiscal Year 2026, and subject to sufficient funds being appropriated in future fiscal years. [Dept. of General Services, Ford]

Notes: Initial lease R 340-2023. file #0624-23
RIO 4/28/2024. MS

SAF in CCO. REturned to Sandra Lopez via IOM 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Memo First Amendment to Lease at 4071 Tates Creek Centre Dr.pdf, First Amendment Lease at 4071 Tates Creek Centre Dr.pdf, RESO 0424-25 First Amendment to lease Ridgefield Investments 4930-7882-0924 v.1.doc, R-225-2025	**Enactment Number:**	R-225-2025
Deed #:		**Hearing Date:**	
Drafter:	Sandra Lopez	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0424-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County

Government, to execute the First Amendment to the Lease Agreement with Ridgefield Investments, LLC, for approximately 431 square feet of office space located at 4071 Tates Creek Centre Dr., at a cost not to exceed $11,144.64 for Fiscal Year 2026, and subject to sufficient funds being appropriated in future fiscal years. [Dept. of General Services, Ford]

Summary

Authorization to approve the First Amendment to the lease Agreement with Ridgefield Investments, LLC located at 4071 Tates Creek Centre Drive to provide office space for the Division of Police's Behavioral Health and Wellness Advocate. The extended term will be for two years, beginning on July 1, 2025. At an annual cost of $11,144.64. Funds are Budgeted in the FY26 Mayor's Proposed Budget. (L0424-25)(Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Gabriel Thatcher, 4-7-2025

Risk Management: No

Fully Budgeted: Yes - FY26

Account Number: 1101-505507-5571-71302

This Fiscal Year Impact: NA

Annual Impact: $11,144.64

Project:

Activity:

Budget Reference:

Current Balance: Funds are included in FY26 - $156,840.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 23, 2025

SUBJECT: First Amendment to Lease Agreement
Office Space at 4071 Tates Creek Centre Drive

Request:

Request Council Authorization for the Mayor to accept the First Amendment to the lease agreement with Ridgefield Investments, LLC for office space located 4071 Tates Creek Centre Drive. The area consists of approximately 431 square feet. The extended term will be for two years, beginning on July 1, 2025.

Purpose:

To provide office space for Division of Police's Behavioral Health and Wellness Advocate.

Budgetary Implication:

Funds are budgeted for FY26 for the annual cost of $11,144.64.

Are the funds budgeted?

Yes, in 1101-505507-5571-71302

File Number: 0424-25

Director/Commissioner: Chris Ford

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is entered into this _____ day of _____, 2025, by and between **RIDGEFIELD INVESTMENTS, LLC**, a Kentucky limited liability company, with an address of 133 West Short Street, Lexington, KY 40507 (the "Landlord"), **THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT** with an address of 200 E. Main Street, Lexington, KY 40507 (the "Tenant").

WHEREAS, Landlord and Tenant previously entered into that certain Lease Agreement dated June 30th, 2023, for that certain Leased Premises located at 4071 Tates Creek Centre Drive, Suite 206, Lexington, KY 40517, (the "**Lease**");

WHEREAS, Landlord, Tenant and Guarantors desire to amend the Lease to amend the Term, Base Rents, and to provide for certain other amendments, as more particularly set forth herein;

NOW THEREFORE, in consideration of the Premises and covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

1. TERM. The Term of the Lease is hereby amended and extended from July 1st, 2025 expiring on June 30th, 2027.

2. BASE RENTAL. The Base Rental schedule of the Lease is revised and amended to the following schedule:

Period:	Annual Base Rental:	Monthly Base Rental:
July 1, 2025-June 30, 2026	$11,144.64	$928.72
July 1, 2026-June 30, 2027	$11,590.43	$965.87

3. OPTION TO TERMINATE. At anytime during the Lease, Tenant shall have the Option to Terminate the Lease by providing Landlord with ninety (90) day advance written notice.

4. EFFECT OF AMENDMENT. Except as specifically modified by this Amendment, all other provisions of the Lease (as amended hereby) remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, the parties hereto have signed this Amendment, as of the ___ day of April, 2025.

LANDLORD:

RIDGEFIELD PROPERTIES, LLC,
a Kentucky limited liability company

By: _____
Name: Anjum Bux
Title: Managing Partner

TENANT:

THE LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT

By: _____
Name: _____
Title: _____

RESOLUTION NO. _____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH RIDGEFIELD INVESTMENTS, LLC, FOR APPROXIMATELY 431 SQUARE FEET OF OFFICE SPACE LOCATED AT 4071 TATES CREEK CENTRE DRIVE, AT A COST NOT TO EXCEED $11,144.64 FOR FISCAL YEAR 2026, AND 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 first amendment to the lease agreement, which is attached hereto and incorporated herein by reference, with Ridgefield Investments, LLC, for approximately 431 square feet of office space located at 4071 Tates Creek Centre Drive.

Section 2 - That an amount, not to exceed the sum of $11,144.64 for the fiscal year 2026, be and hereby is approved for payment to Ridgefield Investments, LLC, from account # 1101-505507-71302, pursuant to the terms of the First Amendment, and subject to sufficient funds being appropriated in future fiscal years.

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
0424-25:GET: 4930-7882-0924, v. 1

RESOLUTION NO. 225 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE FIRST AMENDMENT TO THE LEASE AGREEMENT WITH RIDGEFIELD INVESTMENTS, LLC, FOR APPROXIMATELY 431 SQUARE FEET OF OFFICE SPACE LOCATED AT 4071 TATES CREEK CENTRE DRIVE, AT A COST NOT TO EXCEED $11,144.64 FOR FISCAL YEAR 2026, AND 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 first amendment to the lease agreement, which is attached hereto and incorporated herein by reference, with Ridgefield Investments, LLC, for approximately 431 square feet of office space located at 4071 Tates Creek Centre Drive.

Section 2 - That an amount, not to exceed the sum of $11,144.64 for the fiscal year 2026, be and hereby is approved for payment to Ridgefield Investments, LLC, from account # 1101-505507-71302, pursuant to the terms of the First Amendment, and subject to sufficient funds being appropriated in future fiscal years.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0424-25:GET: 4930-7882-0924, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0425-25

File ID:	0425-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/24/2025
File Name:	Trading Manual Stretchers with Scott County for Ferno iNX Stretcher			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to trade eight used manual Ferno stretchers for one used Ferno INX stretcher with the Scott County Coroner's Office. [Fayette County Coroner, Ginn]

Notes:

Sponsors:

Enactment Date: 05/08/2025

Attachments: 0425-25 Trading Manual Stretchers with Scott County for iNX Stretcher Memo, 425-25 stretcher trade coroner 4905-9195-9869 v.1.doc, R-199-2025

Enactment Number: R-199-2025

Deed #:

Hearing Date:

Drafter: Sandra Jordan for John Cox (Coroner's Office)

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0425-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to trade eight used manual Ferno stretchers for one used Ferno INX stretcher with the Scott County Coroner's Office. [Fayette County Coroner, Ginn]

Summary

Authorization to trade eight (8) used manual Ferno stretchers for one (1) used Ferno iNX Stretcher with the Scott County Coroner's Office. No Budgetary impact. (L0425-25)(Ginn)

Budgetary Implications: NO

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: N\A

Account Number: N\A

This Fiscal Year Impact: $0

Annual Impact: $0

Project: N\A

Activity: N\A

Budget Reference: N\A

Current Balance: N\A

TO: Mayor Linda Gorton

FROM: Gary Ginn, Fayette County Coroner

DATE: April 23, 2025

SUBJECT: Trading Manual Stretchers with Scott County for Ferno iNX Stretcher

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Request Authorization to: Trade (8) used manual Ferno stretchers (Serial numbers: L426569, L287947, L477499, 06007411, 06007408, 07042533, 07042919, 08087477) for (1) used Ferno iNX Stretcher from the Scott County Coroner's Office.

Why are you requesting?

The Coroner's Office has been migrating from manual stretchers to Ferno iNX stretchers over the course of several years. This will be the last of 8 Ferno iNX stretchers needed.

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

The cost for this FY is: $0

The cost for future FY is: $0

Are the funds budgeted? N\A

File Number: 0425-25

Director/Commissioner: Gary Ginn, Coroner

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO TRADE EIGHT USED MANUAL FERNO STRETCHERS FOR ONE USED FERNO INX STRETCHER WITH THE SCOTT COUNTY CORONER'S OFFICE.

_____
_

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 trade eight used manual Ferno stretchers for one used Ferno INX stretcher with the Scott County Coroner's Office.

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
425-25:MRS: 4905-9195-9869, v. 1

RESOLUTION NO. 199-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO TRADE EIGHT USED MANUAL FERNO STRETCHERS FOR ONE USED FERNO INX STRETCHER WITH THE SCOTT COUNTY CORONER'S OFFICE.

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 trade eight used manual Ferno stretchers for one used Ferno INX stretcher with the Scott County Coroner's Office.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

425-25:MRS: 4905-9195-9869, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0426-25

File ID:	0426-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/24/2025
File Name:	Buildingeye, Inc Renewal			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Buildingeye, Inc., for the renewal of a data visualization application relating to the Accela software platform, for the Div. of Computer Services, at a cost not to exceed $44,326, subject to 5% annual increases, and contingent upon appropriation of sufficient funds. [Div. of Computer Services, Stewart]

Notes:

Sponsors:

Enactment Date: 05/29/2025

Attachments: Bluesheet Memo_Buildingeye, 15 buildingeye - AgencyCounter TSA - Lexington 2206, Buildingeye Contract Addendum 7 1 2025, Invoice-250601, RESO 0426-25 4921-8483-6672 v.1.docx, R-226-2025

Enactment Number: R-226-2025

Deed #:

Hearing Date:

Drafter: Camille Brann

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0426-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with Buildingeye, Inc., for the renewal of a data visualization application relating to the Accela software platform, for the Div. of Computer Services, at a cost not to exceed $44,326, subject to 5% annual increases, and contingent

upon appropriation of sufficient funds. [Div. of Computer Services, Stewart]

Summary

Authorization to execute an Agreement with Buildingeye, Inc., for the renewal of a data visualization application relating to the Accela software application for the Division of Computer Services. At a cost not to exceed $44,326 for FY26. Funds are Budgeted in the Mayor's FY26 Proposed Budget. (L0426-25)(Stewart/Rodgers)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes, Completed by [Attorney Name, Date]}

Risk Management: {No, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**/No/Partial

Account Number: 1101-202505-0001-71307 $20,390.00
1115-202505-0001-71307 $6,649.00
4002-202505-0001-71307 $10,195.00
4201-202505-0001-71307 $7,092.00

This Fiscal Year Impact: $

Annual Impact: $ 44,326.00. Renewal to increase by 5% annually.

Project:

Activity:

Budget Reference:

Current Balance: Funds are included in FY26
1101-202505-0001-71307 $547,367.00
1115-202505-0001-71307 $98,969.00
4002-202505-0001-71307 $133,591.00
4201-202505-0001-71307 $81,916.00

MAYOR LINDA GORTON

LEXINGTON

LIZ RODGERS
CHIEF INFORMATION OFFICER

TO: Linda Gorton, Mayor

Honorable Members, Urban County Council

FROM: Liz Rodgers, Chief Information Officer

DATE: April 15, 2025

SUBJECT: Buildingeye agreement extension – AgencyCounter development activity map

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Request:

Authorize the Mayor, on behalf of the Lexington-Fayette Urban County Government, to execute the necessary documents to execute an agreement with Buildingeye, Inc., for the renewal of a data visualization application relating to the Accela software application for the Division of Computer Services, attached hereto and incorporated herein by reference, and further authorize the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the same, subject to the appropriation of sufficient funds.

Purpose:

Buildingeye, Inc., provides the AgencyCounter application that presents a visualized map feature through the public city website to view Planning Applications and Building Permits processed by Urban County Government departments via Accela, provides the ability for constituents to register in order to set up and manage alerts for an area of interest in the city with daily updates via a direct link to the planning applications and building permits data maintained in Accela.

Budgetary Implication:

Cost for FY26 not to exceed $44,326.00. Renewal to increase by 5% annually.

Are the funds budgeted? Yes

Account String: 1101-202505-0001-71307 ($20,390.00), 1115-202505-0001-71307 ($6,649.00), 4002-202505-0001-71307 ($10,195.00), 4201-202505-001-71307 ($7,092.00)

File Number: 0426-25

Director/Commissioner: Stewart/Rodgers

TECHNOLOGY SERVICE AGREEMENT
AGENCYCOUNTER from buildingeye

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lexington, Kentucky, an urban-county government pursuant to KRS Chapter 67A n (hereinafter "Agency"), and Buildingeye Inc., a Delaware Corporation (hereinafter "Consultant"). The Agency and Consultant may be collectively referred to herein as the "parties."

RECITALS

A. Agency requested a proposal from Consultant to provide the AgencyCounter application to present government held records (permits, applications, cases, licenses, assets, et al) and other public data using Consultant procedures, techniques, methods and interfaces.

B. In response to the Agency's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

"Application" refers to the current version of AgencyCounter, provided by the Consultant accessed by a User.

"Documentation" means user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist Customer with the use of the Application.

"Hosted and Data Service" means that Consultant owns, provides and oversees infrastructure, software, data compilation, data management and administrative tasks and makes its AgencyCounter platform available to the Agency over the Internet using a standard current web browser. The Hosted Service includes the software and network capacity as well as the equipment used to support operations including storage, hardware, servers and networking components. The infrastructure in the hosted environment is properly secured through multiple physical, procedural, and technical safeguards to segregate and protect the Agency's data.

"Initial Constructive Use" Initial constructive use is the earliest point in time where all Software delivered under the terms of this agreement is available and is sufficiently free of errors for the Agency to use it to conduct the ordinary business for which it is intended.

"Metadata" means complementary data, provided by the Agency to enhance the AgencyCounter application to include GIS information such as known

local areas (districts, neighborhoods) that assists a user to find information in intuitive ways.

"Module" means and reflects the operational equivalent of the source data and the verticals within government departments, such as Building, Planning, Code Enforcement, Licensing, Fire, Engineering, Public Works, Environmental, et al.

"Premium Services" means functions and capabilities available to Users on a request basis, these services consumed by Users with specific purpose are metered and billed accordingly.

"Private Release" means an AgencyCounter Integration instance which is in the main configured for use by the Agency and is deemed delivered in "Private Release" form, prior to their official release to the Public. Each module is delivered once complete. The proposed project schedule when agreed between Consultant and the Agency is completed accordingly. A "Private Live Release" means the Agency data for a given period is available with all functions working in the application on the basis of an agreed configuration file.

"Software" means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to the Agency. Software includes the third-party software delivered by Consultant as specified in the Schedule, and modifications made to the Software. Software does not include source code to third party software. Unless specifically stated otherwise, all Software is delivered to Customer only if and when generally commercially available.

2. **SCOPE OF SERVICES.** Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the Agency in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

4. **HOSTED SERVICE**.

4(A). Right to Use the Hosted Service, Software and Documentation. In consideration of all obligations of the Agency hereunder, including, without

limitation, the payment by the Agency of any applicable fees, Consultant hereby grants to the Agency, during the term of this Agreement, a non-exclusive, non-transferable (except as otherwise provided for herein), right and license to access and use the Software and Hosted Service, and to make a reasonable number of copies of and use the Documentation in connection with such use of the Hosted Service.

4(B). Use Restrictions. Agency shall not: (i) access and/or use the Software or Hosted Service in order to design, create or build a service or product that is competitive with the Software or Hosted Service, or which uses ideas, features or functions that are similar to the Software or Hosted Service; (ii) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software or Hosted Service, except as expressly permitted herein; and (iii) modify or make derivative works based upon the Software or Hosted Service or any part thereof, or directly or indirectly disassemble, decompile, or otherwise reverse engineer the Software or Hosted Service or any portion thereof.

4(C). Proprietary Rights. The Software, Hosted and Data Service, including all intellectual property rights therein and thereto, and any modification thereof, are and shall remain the exclusive property of Consultant and its licensors. the Agency shall not take any action that jeopardizes the proprietary rights of Consultant or its licensors or acquire any right in the Software or Hosted Service except the limited rights expressly granted in this Agreement.

4(D). Internet and Telecommunication Connections. Agency shall be responsible for obtaining any and all Internet and/or telecommunication connections used by the Agency to access the Hosted Service. Consultant shall have no responsibility or liability for any interruption or delay in accessing or using the Hosted Service arising out of such Internet or telecommunications connections.

4(E). Security of Hosted Service.

(i) Consultant shall provide the Hosted Service on redundant servers on a dedicated server infrastructure in an electronically restricted facility, including protecting the infrastructure from the external environment via firewall systems, at separated secure locations.

(ii) Consultant shall take commercially reasonable precautions to ensure that the Hosting Service is secure. Consultant protects sensitive data such as passwords by using a minimum of 256-bit SSL encryption. As the Consultant hosting environment evolves with new technologies, Consultant will use reasonable commercial efforts to maintain an equivalent or better level of security of the Agency Content.

(iii) Consultant will notify the Agency of any known breach of its security related to areas, locations, or computer systems that contain the Agency Content in a timely manner following such breach and take any necessary remedial actions at its sole cost and expense.

4(F). Agency Content.

(i) Agency shall provide the Agency Content for inclusion in the AgencyCounter application. Agency is responsible for the quality of the Agency Content provided. Consultant is responsible for the quality of the display or use of the Agency Content provided for inclusion in the Agency database, only when it makes changes to the source data.

(ii) Consultant acknowledges that all data provided by the Agency will remain the sole property of the Agency. The Agency grants Consultant a non-exclusive, transferable, perpetual, worldwide, royalty free license to copy, modify, and make derivative works of data or information submitted by the Agency to Consultant for the development of new software applications or the provision of software services.

(iii) Consultant acknowledges that the Agency is entitled to copy, export, or otherwise duplicate any available Agency Content at any time.

(iv) In the event this Agreement expires or is terminated, Consultant shall provide the Agency with all the Agency Content within thirty (30) calendar days of such termination or expiration, should they not have access to their own Accela ERP API. The dedicated data files will be comprised of the Agency Content provided contained in Consultant's Hosted Service.

5. PAYMENT.

5(A). Billing. In order to request payment, Consultant shall submit invoices to the Agency either directly or via their appointed reseller or similar, identifying the services performed in the billing period, milestones achieved, and the charges therefor, as set forth in Exhibit "B," attached hereto and incorporated herein by reference.

5(B). Payment. Agency shall pay all Fees within thirty (30) days from the date of each Consultant or Resellers invoice. Unpaid invoices may be subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum allowed by law, whichever is lower, plus all expenses of collection.

5(C). "Not-to-Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "A" shall not exceed $60,000 in the first year. Consultant shall not perform any services beyond the services identified in Exhibit "A" without prior written authorization from Agency's Authorized Representative.

5(D). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the Agency, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the Agency, Consultant shall reimburse the Agency for the

damages incurred (which may be charged as an offset, where mutually agreed, to Consultant's payment).

6. AUTHORIZED REPRESENTATIVES.

6(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the Agency has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit "C," attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative identified in Exhibit "C," without the prior written consent of the Agency. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

6(B). Agency Authorized Representative. For the performance of services under this Agreement, Consultant shall take direction from the Agency's Authorized Representative, [*Kevin Wente or appointed Project Manager(s)*], unless otherwise designated in writing by the Agency's Authorized Representative.

7. INFORMATION AND DOCUMENTATION.

7(A). Information from the Agency. Agency shall make an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the Agency, and the Agency will provide to Consultant all relevant non-privileged information in the Cities possession.

8. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not the Agency's agent, and shall have no authority to act on behalf of the Agency, or to bind the Agency to any obligation whatsoever, unless the Agency provides prior written authorization to Consultant. Consultant is not an officer or employee of the Agency, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race,

color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or gender.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit "D" entitled "Insurance Requirements."

13. CONFIDENTIAL INFORMATION.

13(A). The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within thirty (30) days after termination of this Agreement, each party shall certify in writing to Owner

that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that the Agency is a governmental agency and may be required to release certain information under requests made according to provisions of the Kentucky Open Records Act.

13(B). Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

13(C). The terms of this Section 13 shall survive termination of this Agreement.

14. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the Agency Risk Manager's office by telephone at 1-800-372-5402 (M/W/F) & (8590 425 2481 (T/Th), and Consultant shall promptly submit to the Agency's Risk Manager and the Agency's Authorized Representative, a written report (in a form acceptable to the Agency) with the following information: (a) name and address of the injured or deceased person(s); (b) name and address of witnesses; (c) name and address of Consultant's insurance company; and (d) a detailed description of the damage and whether any Agency property was involved.

15. INDEMNIFICATION.

15(A). Consultant shall indemnify, hold harmless, and defend the Agency (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

15(B). Copyright and Patent Indemnification. Claims which trigger Consultant's responsibility under Section 15 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit "A," Scope of Services, infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the Agency the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the Agency or if the alleged infringement is the result of a modification made by the Agency.

16. LIMITED WARRANTY.

16(A). Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

16(B). Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

16(C). Consultant's sole obligation with respect to its limited warranty is limited to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

16(D). Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

16(E). Consultant will commence and complete the obligations described in this Agreement in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of Consultant's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. Consultant may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, the Agency's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to Consultant for the defective or non-conforming software products amongst the Hosted Applications during the three (3) calendar months immediately preceding the occurrence of the unresolved operational issue.

16(F). CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. **TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties or provision of Private Release (whichever is sooner), below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. If the Agency exercises its right to terminate this Agreement in accordance with this paragraph, the Agency shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination.

18. **RENEWAL.** Subject to compliance with all terms and conditions, the initial term of this Agreement shall be from the Effective Date and shall continue for an initial term of twelve (12) months. At the end of the initial term, this Agreement shall automatically renew for a minimum of two successive periods

of twelve (12) months, thereafter either party may give the other party written notice of non-renewal at least thirty (90) days prior to the renewal date (such renewal periods and the initial period, collectively the "Term"). The customer will be billed on an annual basis.

19. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten working days of the notice. If: (a) the defaulting party fails to cure the default within fifteen working days of the notice; or (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten working days of the notice; then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

20. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative; or (b) actual receipt at the address designated below; or (c) following acknowledgement receipt of an email to the address below; or (d) ten working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

To: Agency
Kevin Wente, Administrative Office Sr.
Planning, Preservation & Development
200 E. Main Street
Lexington, KY 40507

To: Consultant
Ronan Barrett, President
Buildingeye Inc.
100 Pine Street, #1250
San Francisco, CA 94111
contracts@buildingeye.net

21. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

22. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

23. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. Any suit, claim, or legal proceeding of any kind related to this Agreement shall

be filed and heard in a court of competent jurisdiction in Lexington-Fayette County.

24. ATTORNEY'S FEES. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

25. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the Agency. Any attempt to assign or delegate this Agreement without the written consent of the Agency shall be void and of no force or effect. Consent by the Agency to one assignment shall not be deemed to be consent to any subsequent assignment.

26. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

27. WAIVERS. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

28. CONFLICTS. If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

29. ENTIRE AGREEMENT. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

30. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the Agency. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Agency and Consultant do hereby agree to the full performance of the terms set forth herein.

AGENCY NAME, STATE	**CONSULTANT** Buildingeye Inc., a Delaware Corporation
By:	By: Ronan Barrett, President
Title:	Title: Chief Executive Officer
Date:	Date:
	Tax ID: 42-1776632

APPROVED AS TO FORM:

By:
Title:

Exhibit "A"
SCOPE OF SERVICES

A. OBJECTIVE

AgencyCounter Application: The AgencyCounter application presents the abundance of public records held by a government agency; these records/record types are aligned to department/business functions i.e. building, land use, code compliance, public works, inspections, et al.

The scope of services provides for the hosting of current and historical data, the integration of data from data sources and other professional services. All services provided are turnkey, with Agency resources only required to agree user and data configurations.

The objective of the application is to present records residing in the Agency's ERP (Accela) and data repository systems, their respective workflow/review process and to communicate this as authoritative information to Agency officials, staff and citizens through its proprietary interface.

Users are assigned a Role in AgencyCounter, these roles manage the features available, such as creating alerts and data accessed when searching, filtering, and sharing information.

A free map component is included to make it easy for Users to locate their area of reference. Scorecards are statistics shortcuts that enable a User to view information based on frequently requested or logical searches.

B. NEW PROJECT INTEGRATION TIMELINE

Consultant will implement data preparation and present Agency data in the AgencyCounter application within a timeframe of six (6) weeks from the contract execution date. The project timeline is a 6 week program that requires less than four (4) hours of allocated time for conference calls with the relevant Department staff from the Agency during the integration stage.

C. CONTINUING PROJECT TIMELINE

Consultant will provide all services, and functions of the AgencyCounter platform as agreed with the Agency to ensure seamless continuity from contract to contract.

D. APPROACH FOR NEW PROJECTS

Consultant works with the Agency on an agreed schedule of work to include, but not limited to, the setup of communications between the project liaisons, prerequisite requirements, provision of access to the Accela system via the Construct API (Application Program Interface), engagement on technical, product delivery and other matters as they arise. The steps are as follows:

1. Consultant is granted access to the Accela back office systems via the Accela Construct API v3 or later.
2. Consultant presents a Configuration (on the basis of a test data extraction) to gather detailed information based on fields in the Accela back office systems and/or the csv/xls file – this is circulated with the Agency Project Team for comment/direction.

3. Consultant prepares a fully functioning Module following the integration and testing of the data extracted from the Accela system for the Agency Project Team to review.
4. Each Department integration is continually monitored by the Consultant Project team and is further updated based on feedback from the Agency Project Team – this is an iterative process and set out in the project schedule.
5. Each AgencyCounter instance undergoes testing, goes Live and is deemed delivered in Private Release form. Each Department is delivered once complete. The proposed project schedule when agreed between Consultant and the Agency is completed accordingly.
6. Meetings are scheduled for a one-hour time period with the project coordinator on a weekly basis to ensure continuity of communication and visibility of the progress to the Agency.

E. FUNCTIONAL REQUIREMENTS

AgencyCounter Application – Standard Edition

1. **Personalization.** The Agency logo will be included consistently throughout the application located on the top bar.
2. **Service Compatibility.** The AgencyCounter application is compatible across all standard based web browsers on desktop, tablet and mobile devices.
3. **Data Visualization.** The AgencyCounter application functions in a logical workflow and visualization for the general public, agency staff and officials. The use of a map element provides Users with context from a location perspective, the map layer is provided as part of the application.

   Data is visualized on a web application with the ability to browse a map, filter and search for records.

   Each marker or group of markers on the map is interactive, when clicked on, an information pane appears with record details for that location. The interface is pre-populated with markers based on the users role, noting locations where records exist.

   The status and workflow for each record should be clear for users to quickly understand where in the process the project is.

   Users with a profile access certain additional features and data attributes.
4. **Search Functions.** Users can browse, search, and filter data available based on their Role based on Agency Content and additional derived content.
5. **Alerts.** The AgencyCounter application enables Users to create a profile using an email address and then design their preference for an alert based on a selected geographic location. Users can amend preferences, and unsubscribe without restrictions. Alert are processed at timed intervals, at a minimum daily, and placed in the applications' Users Activity Center.
6. **Activity Center.** Inside AgencyCounter application each User logged in has

a feature where Notifications from their Alerts are held for review, Saved Searches, and Reports are also held here for convenience.

7. **Scorecards.** Shortcuts to frequently asked or logical requests for information are presented as Stats, when clicked on, all records to the resultant Stat are presented. Certain Users can output reports based on these Stats.

F. EXTENT OF DATA VISUALIZED

The Data supplied will be for at least 5 years; however, AgencyCounter has the ability to show more data than this. Currently we process data from Jul 1, 2016 for the Agency.

G. HOSTING AND TECHNICAL ASSISTANCE

AgencyCounter provides an always-on service; support and escalation procedures are documented, tested and available. The data input, visualization and email functionality is managed, hosted and powered by Consultant. Formal instruction sheets for support and escalation are provided prior to the launch of the AgencyCounter platform. Upon product launch, the Agency, through the authorized project manager/point of contact can phone, email or create a ticket in Consultant ticketing system to interact with Consultant executive management or operations team. Feedback is available through the AgencyCounter application for anyone to submit a query. Feedback is diverted to Consultant's ticketing system, then followed up with the user or forwarded to the Agency depending upon the issue. Consultant operational support includes a personable level of support for all customers. Consultant, at any time, can be reached by phone and/or email (raising a support ticket is preferable so requests can be processed in a timely manner). Most issues are dealt with within 24 hours or less, if Consultant is at fault. All other issues, including data or system changes by the Agency are programmed and completed within agreed and acceptable timeframe.

H. MAINTENANCE AND SYSTEM OUTAGES

Consultant provides notification when it is determined that the service is not available during normal working hours. Currently all maintenance of the service are silent, meaning that users are not aware a maintenance is taking place. For system outages (due to third parties, such as AWS (Amazon Web Services)), Consultant notifies the Agency of the issue, and provides guidance on the possible length of time it will affect service.

I. DATA STORAGE

Databases are replicated and are backed up daily outside peak times of demand. All data is held at datacenters in the US and is secured, maintained and managed using industry standard best practices.

J. DELIVERABLES

The set of AgencyCounter application deliverables are as follows:

1. **URL.** A web address is required – two are provided, at the following locations: pittsburghpa.agencycounter.us (for Integration purposes only) and pittsburghpa.agencycounter.com (Production).
2. **Initial Data Extraction.** Consultant requires read only access to the Agency data repositories to initiate the project.

   Data for each module is downloaded for the agreed period and analyzed to understand workflow, application types, address normalization, etc.

   Consultant prepares a staging environment with records visualized and a list of questions presented to the Agency project team. This is an iterative process and Consultant works continuously to deliver on the defined scope with the project team until the application is ready for testing.

   Based on successful outcome, the Agency data for a given period is uploaded to the AgencyCounter platform and is deemed to be a "Private Live Release".
3. **Continuing Data Extraction.** At a minimum on a daily basis, Consultant extracts and updates data from the Agency data repository into the application.
4. **AgencyCounter Interface.** The interface is made up of the following components, each proprietary to AgencyCounter:
   i. **Design and User Flow**
   ii. **Intents and Navigation**
   iii. **Map**
   iv. **Info Pane**
   v. **Alert Management**
   vi. **Activity Center**
   vii. **Scorecards**
   viii. **Sharing**
   ix. **Advanced Data Services**
5. **Key Features.**
   i. The data is visible on the map and color coded in accordance with the agreed status
   ii. Location markers are clickable and produce an information pane to the left hand side representing the key metadata about records at that specific location
   iii. Users can search by address as well as local known areas such as Districts etc.
   iv. Filter functionality is provided to allow users to filter by keyword, record number, date range and type
   v. Users can view current (instantly) and historical records (when logged in)
6. **Filter Tools.** Users can filter their search by the following:

i. Address

ii. Local Area: Neighborhoods, District, Custom (GIS shapes for specific areas to be provided by the Agency)

iii. Status (Under Consideration / Decision Made) matched to state of each record

iv. Keyword (permissioned)

v. Date ranges

vi. Record type (tree of different types)

7. **User Profile.** Users can create and maintain a profile in the AgencyCounter application. The process is simple and only takes a few minutes following the step by step wizard. Once details have been entered, an email is sent to the provided email address to validate its authenticity.

8. **Alert Notifications.** Users can manage their alerts in AgencyCounter where they can amend or delete them. Users who wish to receive alerts must have an authenticated profile (as outlined above) and can do the following:

   i. Create an alert by choosing a known local area or a selected number of grids overlaid on a geographic area of the Agency

   ii. Choose the options for each department/module available

K. <u>Accela Construct API Access</u>.

Consultant requires access to the Accela Back Office system to provide service to the Agency. To enable this, Consultant sets out the details on how to setup the Accela Construct API access for AgencyCounter. These steps are typically performed by the Agency's Accela Administrator.

Exhibit "B"
COMPENSATION

For all hosted services and professional services identified in Exhibit "A", the Agency agrees to pay and Consultant agrees to accept as total compensation the following:

A. COSTS Consultant shall invoice the Agency at the anniversary of each calendar year for all annual fees covering the subsequent year. Agency shall pay the amounts due under each invoice without deducting any taxes that may be applicable to such payments. Agency is responsible for paying any and all withholding, sales, valued added or other taxes, duties or charges applicable, other than taxes based on Consultant's income and taxable property. On the anniversary of the each annual term, unless otherwise agreed an increase of 5% is applied to each renewal.

1. One-Time Fees

Not Applicable

2. Annual Subscription Fees

AgencyCounter Standard Edition	**List Price**	**Daily Rate**	**Subscription for 2022/23**
Planning	$25,185	$51 Contract Discounted Rate	$18,615
Building / Permits	$25,185		$18,615
Subscription Renewal Fee - Total			**$37,230**

B. EXTRA WORK Extra work as directed and approved in advance by the Agency will be billed at Consultant's standard rates for service, which is listed as follows:

Description	**Hourly Rate**
Project Management, Development, Service and Oversight – Blended Cost	$249.00

C. CONSUMED SERVICES Consumed services are calculated on a fair use basis.

Alerts are included in the application with a quota included free calculated as follows: total annual fee divided by nine, equals number of credits available. A credit is defined as a user with active alerts, each user can create up to two alerts. Over quota charges are applied and reconciled at the anniversary of the term, see our published rate card.

D. PREMIUM FEATURES Standard Edition elements provided in AgencyCounter are freely available to Guest, Registered or Internal Users as per the Consultants product feature listing. Premium features and services are made available for a fee to either Users or the Agency – these will be agreed in advance with the Agency.

E. RATE CARD The Consultant provides certain services and features as add-ons, these are detailed and billed as per the Rate Card in force at the time of uptake, such charges, when and where applicable will be notified to the Agency in advance, in writing.

F. TERMS In general, payment terms are NETT 30 Days from date of signing/order/invoice, whichever is earlier.

Initial Integration Fees will be billed when works commence following signing of this agreement. Fees for each Department will be issued following Private Release to the Agency or on signing of this Agreement, whichever is earlier.

Exhibit "C"
QUALIFICATIONS

Consultant works with Government Agencies providing solutions which include modules for planning applications, building permit functions along with other specialist modules for code enforcement, business licenses, engineering, transportation, fire departments and capital projects.

Consultant offers enterprise and public geospatial products designed exclusively for government agencies, based on the electronic records held in most back office systems, including xls/csv formatted files.

The AgencyCounter platform exclusively available from the Consultant brings life to the data held in public records, presenting it in an easy to use format available on any device, every day.

The organization, Buildingeye is proven, trusted and promoted by many local government agencies, professionals and industry associations. Processing millions of records, working with agencies large and small who have transformed their internal practices, communications and generated efficiencies.

Agencies can now provide a courtesy alerting system to citizens who have an interest in a particular area through the AgencyCounter solution. Implementing AgencyCounter ensures Agency resources are better engaged. Dealing with repetitive enquiries by phone and at the public counter will be a thing of the past as officials and citizens easily access the information, anytime, anywhere, saving the Agency time and money.

During 2015, Consultant was acknowledged by its peers for instigating the development of the BLDS standard to address the interoperability of common data systems within Government. The Consultant as a provider of services to government has ranked in the US GovTech 100 since 2016.

Experience
Consultant has extensive experience in handling millions of records from a variety of back office systems and csv format files, we extract data on a daily basis processing millions of records each month across multiple municipalities and agencies.

The first implementation was integrated over eight years ago and since then Consultant has had a very successful working relationship implementing the solution in other agencies throughout the United States.

Consultant continues to work with cities and counties such as San Francisco, Palo Alto, Pittsburgh, Fremont, Lexington, Grand Rapids among others providing intuitive interfaces to records held in their back office system and have proven effectiveness and efficiencies for the benefit of Agency Officials and the communities they serve.

All work is completed in house by permanent staff. Consultant does not use subcontractors in the provision of AgencyCounter.

- Consultant is an Accela partner

Consultant has implemented the successful release of similar solutions as the one proposed herein for the following agencies:

- City of Corvallis, OR
- City of Alameda, CA
- City of Missoula, MT
- City of Albany, OR
- Adams County, CO
- City of Pittsburgh, PA
- City & County of San Francisco
- City of Palo Alto, CA

Consultant has internal knowledge of all aspects of the managing and progressing government operational methods, systems and reporting methods, much of which is captured in the functionality of the solution that the Agency is looking to have implemented.

Key Team Members

Ronan Barrett - CEO
Responsibility: Project Management
Ronan has developed AgencyCounter to address a real need to the frustrations of accessing government information which is labor/time intensive and difficult to find the information you need. He set out to simplify the process for citizens, Agency officials and staff to easily access records sitting in back office systems.

Buildingeye was recognized by the City and County of San Francisco where it was successfully selected by Mayor Lee for the City's inaugural Entrepreneurship-in-Residence program which focused on innovation and efficiencies in Government.

Buildingeye has since successfully added and maintained long term relationships with Sacramento, San Francisco, Palo Alto, Pittsburgh and many others to its growing user base.

Gary Smith - Project Lead – Internal Client Services
Responsibility: Liaise with project team to understand and meet the Agency's brief from initial engagement through to project delivery.
Gary has led the successful integration of the many product releases in the following cities: San Francisco, Corvallis, Alameda, Pittsburgh and Missoula on time and within budget. He has been with the company for over 4 years.

He has over 10 years' experience in the software industry with a deep knowledge and hands on experience in working with all technical and product matters, including the integration with many government back office systems.

Exhibit "D"
INSURANCE REQUIREMENTS
Professional

Consultant's performance of the services under this agreement shall not commence until Consultant shall have obtained all insurance required under this Exhibit and such insurance shall have been reviewed and approved by the Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Consultant shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for alleged injuries to persons or damages to property which may arise from or in connection with the performance of the services by the Consultant, the Consultant's agents, representatives, employees and subcontractors. Required professional liability insurance shall be maintained at the level specified herein for the duration of this agreement and any extension thereof and for twelve additional months following the agreement termination or expiration.

INSURANCE COVERAGE AND LIMITS RESTRICTIONS

1. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

A. MINIMUM SCOPE OF INSURANCE
Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage:
   a. Blanket contractual liability
   b. Broad form property coverage
   c. Personal injury
2. Insurance Services Office form covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
4. Professional Liability insurance
5. Cyber Insurance

6. Such other insurance coverages and limits as may be required by the Agency.

B. MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage and a $2,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this agreement or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability:
   a. Bodily Injury by Accident: $1,000,000 each accident.
   b. Bodily Injury by Disease: $1,000,000 policy limit.
   c. Bodily Injury by Disease: $1,000,000 each employee.
4. Professional Liability insurance: $2,000,000.
5. Cyber Liability: $1,000,000

Such other insurance coverages and limits as may be required by the Agency shall be chargeable, if a premium increase is determined.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

1. Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
2. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the Agency.
3. the Agency reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. ADDITIONAL INSURED REQUIREMENTS:

1. The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:
   a. the Agency, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on

the scope of protection afforded to the Agency, its officers, officials, employees, agents or volunteers.

b. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Agency, its officers, officials, employees, agents or volunteers.

c. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

d. Consultant shall furnish properly executed Certificates of Insurance from insurance companies acceptable to the Agency and signed copies of the specified endorsements for each policy prior to commencement of work under this agreement. Such documentation shall clearly evidence all coverages required above including specific evidence of separate endorsements naming the Agency and shall provide that such insurance shall not be materially changed, terminated or allowed to expire except after 30 days prior written notice by certified mail, return receipt requested, has been filed with the Agency Clerk.

Such insurance shall be maintained from the time work first commences until completion of the work under this agreement. Consultant shall replace such certificates for policies expiring prior to completion of work under this agreement.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. CROSS-LIABILITY

The Liability policy shall include a cross-liability or severability of interest endorsement.

G. FAILURE TO MAINTAIN INSURANCE COVERAGE

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. the Agency, at its sole option, may terminate this agreement and obtain damages from the Consultant resulting from said breach. Alternatively, the Agency may purchase such required insurance coverage, and with notice to Consultant, the Agency may deduct from sums due to Consultant any premium costs advanced by the Agency for such insurance.

H. PRIMARY AND NON-CONTRIBUTORY

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

I. SUBCONTRACTORS

Consultant shall require all subconsultants to maintain the same levels of insurance and provide the same indemnity that the Consultant is required to provide under this Agreement. A subconsultant is anyone who is under contract with the Consultant or any of its subconsultants to perform work contemplated by this Agreement. The Consultant shall require all subconsultants to provide evidence of valid insurance and the required endorsements prior to the commencement of any work.

J. SUBROGATION WAIVER

Consultant agrees to waive subrogation rights against the Agency regardless of the applicability of any insurance proceeds, and to require all Consultants, subcontractors or others involved in any way with the services to do likewise.

K. VERIFICATION OF COVERAGE

Consultant shall furnish the Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Agency before the services commence.

TECHNOLOGY SERVICE AGREEMENT

AGENCYCOUNTER from buildingeye

Contract Addendum to original agreement executed 2022

Parties is updated with the following to correct typo in original

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lexington, Kentucky, an urban-county government pursuant to KRS Chapter 67A (hereinafter "Agency"), and Buildingeye, Inc., a Delaware Corporation (hereinafter "Consultant"). The Agency and Consultant my be collectively referred to herein as the "parties."

Section 18. Renewal. is updated with the following to correct the discrepancy in the notification period

Subject to compliance with all terms and conditions, the initial term of this agreement shall be from the Effective Date and shall continue for an initial term of twelve (12) months. At the end of the initial term, this Agreement shall automatically renew for a minimum of two successive periods of twelve (12) months, thereafter either party may give the other party written notice of non-renewal at least ninety (90) days prior to the renewal date (such renewal periods and the initial period, collectively the "Term"). The customer will be billed on an annual basis.

The parties agree to extend the original agreement for one additional twelve (12) months term effective on July 1, 2025.

Signatures.

IN WITNESS WHEREOF, the Agency and Consultant do hereby agree to the full performance of the terms of the initial agreement incorporating this addendum.

Lexington Fayette Urban County Government	**Consultant** **Buildingeye, Inc., a Delaware Corporation**
_____	_____
By:	By: Ronan Barrett, President
Title:	Title: Chief Executive Officer
Date: _____	Date: _____
	Tax ID: 42-1776632

APPROVED AS TO FORM:

_____

By:

Title:

Invoice **250601**

buildingeye

Issue Date : 02 June, 2025
Due Date : 02 July, 2025

City of Lexington - Planning, Preservation & Development
200 East Main Street
Lexington, KY 40507

buildingeye, Inc
100 Pine Street, #1250
San Francisco, CA 94111
Phone: (888) 800 1928
buildingeye.com

Qty	Unit	Description	Rate	Amount
365	Product	Subscription Fee for buildingeye Planning Module Anniversary: July 1st Application available at lexingtonky.agencycounter.com - lexingtonky.agencycounter.us	$69.00	$25,185.00
			Discount:	- $3,022.00
365	Product	Subscription Fee for buildingeye Building Module Anniversary: July 1st Application available at lexingtonky.agencycounter.com - lexingtonky.agencycounter.us	$69.00	$25,185.00
			Discount:	- $3,022.00
			Subtotal	$44,326.00
			TOTAL (USD)	**$44,326.00**

Payment Terms: Invoice to be settled by 02 July, 2025

Please ACH your payment to the bank account below:

Bank: Silicon Valley Bank
Address: 3003 Tasman Drive Santa Clara 95054
Account Number: 3301026946
Routing Number: 121140399

Thank you for your business.

PLEASE NOTE OUR NEW ADDRESS - 100 Pine Street, #1250, San Francisco, CA 94111

RESOLUTION NO. _____- 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BUILDINGEYE, INC., FOR THE RENEWAL OF A DATA VISUALIZATION APPLICATION RELATING TO THE ACCELA SOFTWARE PLATFORM, FOR THE DIVISION OF COMPUTER SERVICES, AT A COST NOT TO EXCEED $44,326.00, SUBJECT TO 5% ANNUAL INCREASES, AND CONTINGENT UPON APPROPRIATION OF SUFFICIENT FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement with Buildingeye, Inc., attached hereto and incorporated herein by reference, for the renewal of a data visualization application relating to the Accela software application, for the Division of Computer Services, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the Agreement.

Section 2 - That an amount, not to exceed the sum of $44,326.00, be and hereby is approved for payment to Buildingeye, Inc., from account # 1101-202505-71307 ($20,390.00), 1115-202505-71307 ($6,649.00), 4002-202505-71307 ($10,195.00), and 4201-202505-71307 ($7,092.00), pursuant to the terms of the Agreement, subject to 5% annual increases as well as appropriation of sufficient funds.

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
0426-25:WDR:4921-8483-6672, v. 1

RESOLUTION NO. 226 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH BUILDINGEYE, INC., FOR THE RENEWAL OF A DATA VISUALIZATION APPLICATION RELATING TO THE ACCELA SOFTWARE PLATFORM, FOR THE DIVISION OF COMPUTER SERVICES, AT A COST NOT TO EXCEED $44,326.00, SUBJECT TO 5% ANNUAL INCREASES, AND CONTINGENT UPON APPROPRIATION OF SUFFICIENT FUNDS.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute an Agreement with Buildingeye, Inc., attached hereto and incorporated herein by reference, for the renewal of a data visualization application relating to the Accela software application, for the Division of Computer Services, and further authorizing the Mayor or the Chief Information Officer as her designee to execute any future documents necessary for the operation, support, or maintenance of the Agreement.

Section 2 - That an amount, not to exceed the sum of $44,326.00, be and hereby is approved for payment to Buildingeye, Inc., from account # 1101-202505-71307 ($20,390.00), 1115-202505-71307 ($6,649.00), 4002-202505-71307 ($10,195.00), and 4201-202505-71307 ($7,092.00), pursuant to the terms of the Agreement, subject to 5% annual increases as well as appropriation of sufficient funds.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0426-25:WDR:4921-8483-6672, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0427-25

File ID: 0427-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** **In Control:** Urban County Council

File Created: 04/24/2025

File Name: BMI, LLC - Valley Park Bldg Renovation & Expansion Change Order #2 **Final Action:** 05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion Project, increasing the Contract price by the sum of $123,592.00, from $1,671,409.26 to $1,795,001.26, and increasing the Contract time by an additional 35 days. [Dept. of General Services, Ford]

Notes: SAF in the office 8/5/2025. REturned to Lisa the same day. MS

Sponsors: **Enactment Date:** 05/08/2025

Attachments: Memo BMI LLC Valley Park Change Order #2, Estimate 1103, Estimate 1118, Justification for Change, Contract Change Order 1 of 2, RESO 0427-25 Change Order 2 BMI LLC 4909-8612-8188 v.1.docx, R-200-2025 **Enactment Number:** R-200-2025

Deed #: **Hearing Date:**

Drafter: Crystal W. Goodwin **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0427-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with BMI LLC, for the Valley Park Building

Renovation and Expansion Project, increasing the Contract price by the sum of $123,592.00, from $1,671,409.26 to $1,795,001.26, and increasing the Contract time by an additional 35 days. [Dept. of General Services, Ford]

Summary

Authorization to execute Change Order #2 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of $123,592.00 increasing the Contract from $1,671,409.26 to $1,795,001.26 with a (35) calendar day change to the Contract time. This includes the replacement of concrete & door/toilet partitions, and accessories for restroom finishes and concession window. Funds are Budgeted. (L0427-25)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, Completed by [Attorney Name, Date]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1105-707602-7221-91015

This Fiscal Year Impact: $123,592.00

Annual Impact: $

Project: VALLEY_PK_2024

Activity: COUNCIL

Budget Reference: 2024

Current Balance: $450,260.74

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 24, 2025

SUBJECT: Request Council authorization to execute Change Order #2 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of $123,592.00 increasing the contract from $1,671,409.26 to $1,795,001.26 with a (35) calendar day change to the contract time.

Request:

Request Council authorization to execute Change Order #2 with BMI LLC for the Valley Park Building Renovation & Expansion in the amount of $123,592.00 increasing the contract from $1,671,409.26 to $1,795,001.26 with a (35) calendar day change to the contract time.

Purpose:

The addition of $123,592.00 and additional (35) calendar days includes replacement of existing concrete & existing doors/toilet partitions & accessories/restroom finishes/concession window.

Budgetary Implication:

Increase of $123,592.00 to the current contract

Are the funds budgeted?

Yes. This will be paid from 1105-707602-7221-91015-2024-VALLEY_PK_2024-COUNCIL

File Number: 0427-25

Commissioner: Chris Ford

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com

Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1103
DATE 03/24/2025

DATE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Additional concrete work. See attached pictures for concrete demo/removal, haul off and replacement. New concrete mix/placement to meet specs per original project docs. 2220sq ft total			59,880.00

TOTAL **$59,880.00**

Accepted By

Accepted Date

BMI Builds LLC
156 Rocky Waters Way
Georgetown, KY 40324
8599131101
Office@BMIBuilds.com

Estimate

ADDRESS
LFUCG
200 Main Street
Lexington, United States

ESTIMATE # 1118
DATE 04/20/2025

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	Item 1 doors frames removal reinstall	1	26,711.00	26,711.00
	Services	Item 2 restroom finishes	1	5,800.00	5,800.00
	Services	Item 3 existing fixture replacement, demo, reinstall new	1	9,431.00	9,431.00
	Services	Item 4 Accessories removal and replacement	1	7,200.00	7,200.00
	Services	Item 5 Air devices ex fans and hand driers	1	2,600.00	2,600.00
	Services	Item 6 Concession window, removal reinstall , Long lead time 4 weeks after submittal approval. 35 days time requested for this pr due to long lead time on shutter.	1	11,970.00	11,970.00

TOTAL **$63,712.00**

JUSTIFICATION FOR CHANGE	PROJECT: Valley Park Building Renovation & Expansion
	CONTRACT NO. 295-2023
	CHANGE ORDER #: 116-2024

1. Valley Park Building Renovation & Expansion - Change Order #2 with BMI Builds increases the contract price in the amount of $123,592.00 from $1,671,409.26 to $1,795,001.26 with a (35) calendar day change to the contract time. The additional of $123,592.00 and additional (35) calendar days includes PR#4 replacement of existing concrete and PR#5 replacement of existing doors/toilet partitions & accessories/restroom finishes/concession window.

2. Is proposed change an alternate bid? ___Yes __X__No

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

   If "Yes", explain.

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

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

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

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

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

8. Effect on contract completion date: (35) calendar days

_____ _____

Mayor Date

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**April 24, 2025**	
Project:	Valley Park Building Renovation & Expansion	
Location:	2077 Cambridge Drive	
Contract No.	116-2024	
Original Contract Amt.	$1,514,024.88	
Cumulative Amount of Previous Change Orders	$157,384.38	
Percent Change - Previous Change Orders		10.40%
Total Contract Amount Prior to this Change Order	$1,671,409.26	
Change Order No.	**2**	

To (Contractor):
BMI Builds LLC, 156 Rocky Waters Way, Georgetown, KY 40324

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price
1	Existing concrete replacement		$59,880.00
2	Replace existing doors/toilet fixtures & accessories/ restroom finishes/concession window		$63,712.00
3	Addition of (35) Calendar Days due to additional work		$0.00
	Total decrease	$0.00	
	Total increase		$123,592.00
	Net Amount of this Change Order	$123,592.00	
	New Contract Amount Including this Change Order	$1,795,001.26	
	Percent Change - This Change Order		8.16%
	Percent Change - All Change Orders		18.56%

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

Recommended by:	(Project Manager)	Date 4/24/25
Reviewed / Accepted by:	(Consultant)	Date 4/25/25
Accepted by:	(Contractor)	Date 4-25-25
Approved by: n/a	(Director)	Date —
Approved by:	(Commissioner)	Date 4/28/25
Approved by:	(Mayor or CAO)	Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH BMI LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $123,592.00, FROM $1,671,409.26 TO $1,795,001.26, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL 35 DAYS.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $123,592.00, from $1,671,409.26 to $1,795,001.26, and increasing the contract time by an additional 35 days.

Section 2 – That an amount, not to exceed the sum of $123,592.00, be and hereby is approved for payment to BMI LLC, from account # 1105-707602-91015, pursuant to the terms of the Change Order.

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
0427-25:GET:4909-8612-8188, v. 1

RESOLUTION NO. 200 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH BMI LLC, FOR THE VALLEY PARK BUILDING RENOVATION AND EXPANSION PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $123,592.00, FROM $1,671,409.26 TO $1,795,001.26, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL 35 DAYS.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with BMI LLC, for the Valley Park Building Renovation and Expansion Project, increasing the contract price by the sum of $123,592.00, from $1,671,409.26 to $1,795,001.26, and increasing the contract time by an additional 35 days.

Section 2 – That an amount, not to exceed the sum of $123,592.00, be and hereby is approved for payment to BMI LLC, from account # 1105-707602-91015, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0427-25:GET:4909-8612-8188, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0432-25

File ID:	0432-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/25/2025
File Name:	Hawthorne Lane Speed Tables			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Div. of Traffic Engineering to install two (2) speed tables on Hawthorne Ln. between Russell Cave Rd. and Cane Run Rd., at a cost not to exceed $10,000. [Div. of Traffic Engineering, Neal]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Blue Sheet Memo__Hawthorne Speed Tables.pdf, Reso 0432-25 Speed Table on Hawthorne Lane 4906-9250-4124 v.1.doc, R-201-2025	**Enactment Number:**	R-201-2025
Deed #:		**Hearing Date:**	
Drafter:	Felicia Arms	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0432-25

Title

A Resolution authorizing and directing the Div. of Traffic Engineering to install two (2) speed tables on Hawthorne Ln. between Russell Cave Rd. and Cane Run Rd., at a cost not to exceed $10,000. [Div. of Traffic Engineering, Neal]

Summary

Authorization to install two (2) speed tables on Hawthorne Lane between Russell Cave

Road and Cane Run Road at a cost not to exceed $10,000. Funds are Budgeted.
(L0432-25)(Neal/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:
Law: No
Risk Management: No
Fully Budgeted [select]: Yes
Account Number: $8,000 1136-303602-3602-91616
$2,000 1105-303602-3606-91613 (DISTRICT01_2023)
This Fiscal Year Impact: $10,000
Annual Impact: $0
Project: DISTRICT01_2023
Activity: COUNCIL
Budget Reference: 2023
Current Balance: $16,345.50

MAYOR LINDA GORTON

LEXINGTON

JEFFERY NEAL
DIRECTOR
TRAFFIC ENGINEERING

TO: Mayor Linda Gorton
Urban County Council

FROM: _____
Jeffery Neal, Director
Division of Traffic Engineering

DATE: April 25, 2025

SUBJECT: Speed Tables – Hawthorne Lane (Russell Cave Road to Cane Run Road)

Request

Authorization to install two (2) speed tables on Hawthorne Lane between Russell Cave Road and Cane Run Road in Council District 1.

Why are you requesting?

The Neighborhood Traffic Calming Program (NTMP) was followed from beginning to end, resulting in 64% of area residents voting in favor of adding speed tables along this section of Hawthorne Lane to address speeding. Council District 1 will be funding the neighborhood cost share of 20%.

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

The cost for this FY is: $10,000
The cost for future FY is: $ 0.00

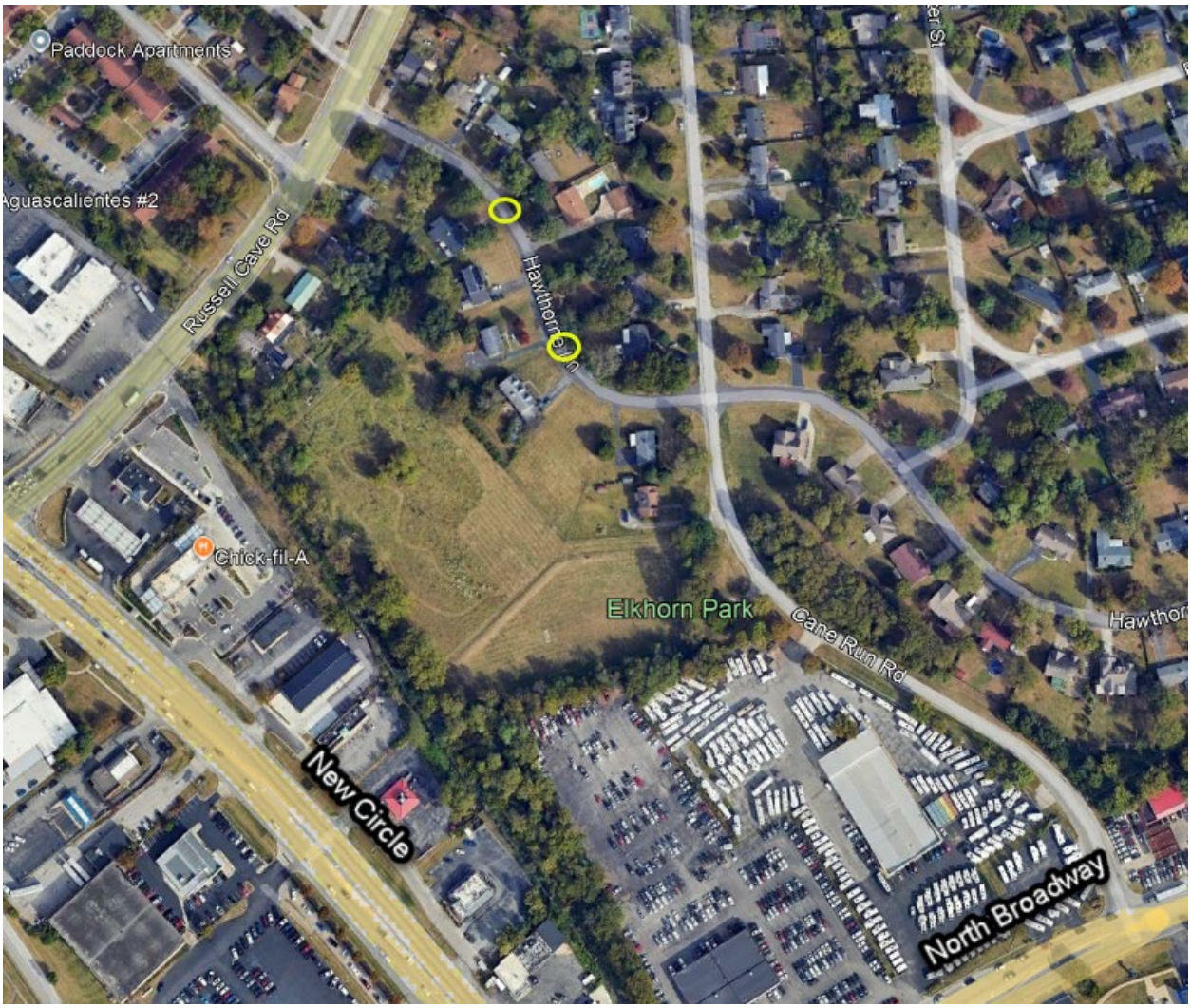
Are the funds budgeted?

Yes. $8,000 from 1136-303602-3602-91616 Traffic Improvement Projects
$2,000 from 1105-303602-3606-91613 District01_2023

File Number:

Director/Commissioner:

Aerial showing Hawthorne Lane and approximate location of both speed tables:



RESOLUTION NO. ____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL TWO (2) SPEED TABLES ON HAWTHORNE LANE BETWEEN RUSSELL CAVE ROAD AND CANE RUN ROAD, AT A COST NOT TO EXCEED $10,000.00.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, the Urban County Council has determined that Hawthorne Lane between Russell Cave Road and Cane Run Road should have traffic calming devices.

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

Section 1 - That the Division of Traffic Engineering is authorized and directed to install two (2) speed tables on Hawthorne Lane between Russell Cave Road and Cane Run Road.

Section 2 - That an amount not to exceed $10,000.00 is approved for the installation of two (2) speed tables on Hawthorne Lane between Russell Cave Road and Cane Run Road from accounts 1136-303602-91616 ($8,000.00) and 1105-303602-91613 ($2,000.00).

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
0432-25:GET:4906-9250-4124, v. 1

RESOLUTION NO. 201 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE DIVISION OF TRAFFIC ENGINEERING TO INSTALL TWO (2) SPEED TABLES ON HAWTHORNE LANE BETWEEN RUSSELL CAVE ROAD AND CANE RUN ROAD, AT A COST NOT TO EXCEED $10,000.00.

WHEREAS, pursuant to Code of Ordinances Section 18-51 and other authorities, the Division of Traffic Engineering is authorized and empowered to maintain traffic-control signs, signals, and devices deemed necessary to regulate traffic; and

WHEREAS, the Urban County Council has determined that Hawthorne Lane between Russell Cave Road and Cane Run Road should have traffic calming devices.

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

Section 1 - That the Division of Traffic Engineering is authorized and directed to install two (2) speed tables on Hawthorne Lane between Russell Cave Road and Cane Run Road.

Section 2 - That an amount not to exceed $10,000.00 is approved for the installation of two (2) speed tables on Hawthorne Lane between Russell Cave Road and Cane Run Road from accounts 1136-303602-91616 ($8,000.00) and 1105-303602-91613 ($2,000.00).

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0432-25:GET:4906-9250-4124, v. 1

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0436-25

File ID: 0436-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 04/25/2025

File Name: Request Council authorization to execute an agreement and accept an award from the Kentucky Division of Emergency Management under the FY2025 Search and Rescue (SAR) Aid Fund Program in the amount of $14,762.00 for Division of Fire and Emergency Services.

Final Action: 05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award from the Ky. Div. of Emergency Management under the FY 2025 Search and Rescue Aid Fund Program in the amount of $14,762 for the Div. of Fire and Emergency Services, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 05/08/2025

Attachments: 25 - Blue Sheet Memo - KYEM SAR Award, BA 13649, Final_PON3_095_2500000063_2_PON3, Lexington SAR Award Letter FY25, 436-25 search grant 4913-0643-4365 v.1.docx, R-202-2025

Enactment Number: R-202-2025

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
2	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
2	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0436-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement and accept an award from the Ky. Div. of Emergency Management under the FY 2025 Search and Rescue Aid Fund Program in the amount of $14,762 for the Div. of Fire and Emergency Services, no local match is required, and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to execute an Agreement and accept an award from the Kentucky Division of Emergency Management under the FY2025 Search and Rescue (SAR) Aid Fund Program in the amount of $14,762.00 for Division of Fire and Emergency Services. No matching funds are required. (L0436-25) (Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 4/22/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3200-505707-5771-96468

This Fiscal Year Impact: $14,762.00

Annual Impact: $0

Project: KYEM_SAR_2025

Activity: FED_GRANT

Budget Reference: 2025

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: **APRIL 24, 2025**

SUBJECT: **Accept Grant Funds from the Kentucky Emergency Management FY2025 Search and Rescue (SAR) Aid Fund for the Division of Fire and Emergency Services**

Request: Council authorization to execute an agreement and accept an award from the Kentucky Division of Emergency Management under the FY2025 Search and Rescue (SAR) Aid Fund Program in the amount of $14,762.00 for Division of Fire and Emergency Services. No matching funds are required.

Purpose of Request: On March 20, 2025, the Kentucky Division of Emergency Management (KYEM) awarded $14,762 in federal grant funds to the Lexington Fire Department through the Search and Rescue (SAR) Aid Fund Program. These funds are designated to help develop, train, and equip local rescue squads, as authorized under KRS 39F.100. As part of the approved equipment list provided by KYEM, the department will purchase a drone to enhance aerial search capabilities during rescue operations.

This investment will strengthen the Division of Fire's Search and Rescue program and improve our ability to respond to emergency incidents that require aerial assessment and real-time situational awareness.

What is the cost in this budget year and future budget years? $14,762 in federal funds has been awarded for Fiscal Year 2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0436-25

Director/Commissioner: Wells/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

New Window | Help | Personalize

Requester: Moore,Celia E **Date:** 04/25/2025 **Status:** Pending Approval **Amend Nbr:** 13649

Business Unit: LFUCG **Journal Date:** 04/25/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505707	5771	96468	Equipment	14,762.00	WELLSJG	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3200	505707	5771	44010	Intergovernmental - Federal	14,762.00	WELLSJG	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for KYEM FY2025 Search and Rescue Aid Fund Program award. KYEM_SAR_2025

Net Amend Amt: 0.00

Submit for Approval

Commonwealth of Kentucky

CONTRACT MODIFICATION

CONTRACT INFORMATION

DOC ID Number: **PON3 095 2500000063**

Effective Date:	03/01/2025	Record Date:	03/20/2025
Expiration Date:	06/30/2025	Procurement Folder:	1520074
Document Description:	SFY25 SAR Rescue Aid Fund (Minium Equipment)	Procurement Type:	Grant
Cited Authority:	Grant activity - Rescue Aid Pgm	Version Number:	2

CONTACT INFORMATION

ISSUER:
Kim Hedden
502-607-1741
kim.hedden@ky-em.org

REASON FOR MODIFICATION

Correct PON3 to reflect "revised" FY25 SAR Grant Breakdown excel spreadsheet

VENDOR INFORMATION

Name /Address:	Contact:
KY0080434: Powell County Fiscal Court DBA: CERT Account 525 Washington Stanton KY 40380	Connie Crabtree 6066632834 rcrabtree33@hotmail.com
KY0035810: TRIGG COUNTY PO BOX 672 CADIZ KY 42211	TRIGG COUNTY TREASURER 270-522-8459 TCTREASURER@ATT.NET
KY0033992: MARSHALL COUNTY FISCAL COURT DBA: GENERAL FUND 1101 MAIN ST BENTON KY 42025	ERICA WEST 270-527-4725 ERICA.WEST@MARSHALLCOUNTYKY.GOV
KY0032734: BOONE COUNTY FISCAL COURT DBA: GENERAL FUND PO BOX 960 BURLINGTON KY 41005	LAURA DAVIES 859-334-3653 LDAVIES@BOONECOUNTYKY.ORG
KY0035803: TAYLOR COUNTY FISCAL COURT DBA: GENERAL FUND 203 N COURT ST SUITE 10 CAMPBELLSVILLE KY 42718	MELISSA WILLIAMS 270-789-1008 TREASURER@TAYLORCOUNTY.US

KY0033843: ESTILL COUNTY FISCAL COURT 130 MAIN ST RM 101 IRVINE KY 40336	Freida Lancaster 606-723-7524 freidal@estillcounty.net
KY0033845: FLOYD COUNTY FISCAL COURT 149 S CENTRAL AVE STE 9 PRESTONSBURG KY 41653	CAMERON STEPHENS 606-886-9193 CAMERONSTEPHENS@FLOYDCOUNTYJUDGEEXEC.COM
KY0033830: HARRISON COUNTY 111 S MAIN ST STE 201 CYNTHIANA KY 41031	MELODY MCCLURE 859-234-7136 HCTREASURER@HCFCKY.ORG
KY0079819: LETCHER COUNTY FISCAL COURT DBA: LETCHER COUNTY FISCAL COURT Grant Account 156 MAIN ST., STE 107 WHITESBURG KY 41858	D.J. Frazier 6066332129 dfrazier@letchercounty.ky.gov
KY0032806: CASEY COUNTY FISCAL COURT PO BOX 306 LIBERTY KY 42539	MELISSA RICHARDS 6067878311 m.richards@windstream.net
KY0033822: HARDIN COUNTY FISCAL COURT DBA: GENERAL FUND PO BOX 568 ELIZABETHTOWN KY 42702	LISA PEARMAN 2709828485 hcfinance@hardincountyky.gov
KY0035825: WARREN COUNTY FISCAL COURT DBA: General Fund 429 EAST 10TH STREET BOWLING GREEN KY 42101	WARREN COUNTY TREASURER 270-842-5805 GREG.BURRELL@KY.GOV
KY0032769: BUTLER COUNTY FISCAL COURT DBA: GENERAL FUND PO BOX 626 MORGANTOWN KY 42261	BUTLER COUNTY TREASURER 270-526-3433 BCTREASURER@BUTLERCOKY.COM
KY0033881: HART COUNTY FISCAL COURT DBA: GRANT PAYMENTS ONLY 200 MAIN STREET PO BOX 490 MUNFORDVILLE KY 42765	TRESIA WEBER 270-524-9474 tresia.weber@hartcountyky.gov
KY0032721: BARREN COUNTY FISCAL COURT 117 North Public Square Suite 3A GLASGOW KY 42141	Amanda Steger 270-651-3338 Treasurer@barrencountyky.gov
KY0067469: Owen County Fiscal Court DBA: KIA Grant 100 NORTH THOMAS STREET OWENTON KY 40359	Todd Woodyard 508-484-3405 TREASURER@OWENCOUNTYKY.US

KY0034026: MASON COUNTY FISCAL COURT

221 STANLEY REED CT

MAYSVILLE KY 41056

Megan Davenport
606-564-6381
TREASURER@MASONCOUNTYKENTUCKY.US

KY0035656: Owsley County Fiscal Court
DBA: PA Use Only KyEM
20 MAIN STREET

BOONEVILLE KY 41314

Diana Wilder
6065936202
owsleycountytreasurer@outlook.com

KY0035709: WOLFE COUNTY FISCAL COURT
DBA: GENERAL FUND
PO BOX 429

CAMPTON KY 41301

KELLI RATLIFF EVANS
606-668-3040

KY0033801: LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Chad Hancock
8592583313
chancock@lexingtonky.gov

KY0000098: KENTON COUNTY FISCAL COURT
DBA: GENERAL FUND
1840 Simon Kenton Way
Suite 5100
COVINGTON KY 41011

Kurt Greivenkamp
859-392-1444
kurt.greivenkamp@kentoncounty.org

KY0035602: WHITLEY COUNTY FISCAL COURT
DBA: GENERAL FUND
PO BOX 237

WILLIAMSBURG KY 40769

Nicholas Simpson
606-549-6010
nsimpson@2geton.net

KY0035697: Wayne County Fiscal Court

PO BOX 439
55 N MAIN STREET STE 103
MONTICELLO KY 42633

PEGGY BAKER
606-348-4241
FINANCE@WCFISCALCOURT.COM

KY0035681: Pulaski County Fiscal Court
DBA: General Fund
PO BOX 712

SOMERSET KY 42502

Crissa Morris
606-679-1311
Cmorris@pcgovt.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		$0.000000	$287,489.35	03/01/2025	06/30/2025	$287,489.35

Administration of Rescue Fund Program at Local Level

Extended Description:

Modification#1 - correct Liberty Casey County Rescue Squad amount from $12,141.17 to $11,608.19

Rescue Grant Program is established by KRS39F.100 to develop, train and equip local rescue squads. Funds are provided by the Division of Emergency Management to local fiscal court to support rescue squads affiliated with the county.

This Contract pertains to the following jurisdictions which are government entities:
$6,305.30 - Marshall County Rescue Squad
$6,585.20 - Trigg County Rescue Squad
$13,565.25 - Powell County Search and Rescue
$12,636.70 - Boone County Water Rescue
$10,575.00 - Campbellsville Fire-Rescue
$8,827.50 - Estill County Rescue Squad
$7,524.78 - Floyd County Emerg. 7 Rescue Squad

$10,500.00 - Harrison County Search and Rescue
$22,266.00 - Letcher County (Pine Mtn) Search & Rescue
$11,608.19 - Liberty-Casey County Rescue Squad
$1,802.88 - TRACER Hardin County
$15,386.80 - Warren Co Technical Rescue Team
$20,145.65 - Butler County Rescue Squad
$11,100.00 - Hart County Rescue
$18,112.74 - Barren County Search and Rescue
$28,642.50 - Owen County Search and Rescue
$11,922.10 - Buffalo Trace Search and Rescue
$11,199.20 - Owsley County Search and Rescue
$17,858.08 - Wolfe County Search and Rescue
$2,483.01 - Hardin County Search and Rescue
$14,762.00 - Lexington Fire Dept
$5,871.00 - Northern KY Technical Rescue Team
$3,858.30 - Woodbine Search and Rescue
$9,215.97 - Monticello Wayne County
$4,735.20 - Somerset-Pulaski County

$287,489.35 - Total (SAR Minimum Equipment)

Modification #1
March 13, 2025

Original Contract Amount: $488,441.98
Amount of Decrease: $4,588.78
New Contract Amount: $483,853.20

Correct PON3(s) to reflect "revised" FY25 SAR Grant Breakdown spreadsheet

Memorandum of Agreement Terms and Conditions
Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management, (together, the "Commonwealth" or "First Party") and local fiscal court (individually, "Contractor" or "Second Party") to establish an agreement for the distribution of grant funding to support rescue squads affiliated with local government entities to develop, train, and equip local rescue squads. This MOA is effective from March 1, 2025 through June 30, 2025.

Scope of Services
The Commonwealth shall distribute funds from the Rescue Aid Fund established at KRS 39F.120, to each Contractor in order to develop, train, and equip local rescue squads. Contractors and sub-contractors shall follow SFY25 KYEM Search and Rescue Aid Program Guidance.

1. The Commonwealth shall advance funds from the SFY25 KYEM Search and Rescue Aid Fund to Contractor upon submission of required documentation to the applicable Kentucky Division of Emergency Management (KYEM) Area Office. Required documentation shall include quotes/bids, identification of selected sub-grantee(s), and purchase order(s).

2. Contractor shall ensure that a command member of the search and rescue squad and a county representative participate in a KYEM grant award briefing.

3. Contractor shall utilize grant funds to order or purchase approved equipment, services, or training within fifteen (15) days of receipt of grant funds. Contractor shall make purchases according to the funding amount, item description, and quantity listed on the Rescue Aid Fund award letter issued by the Commonwealth. Purchases made outside of the scope of the Rescue Aid Fund Letter or this MOA may be disallowed by the Commonwealth in the Commonwealth's sole discretion. Contractor shall be responsible for repayment of funds to the Commonwealth for disallowed purchases.

4. Contractor shall provide a copy of paid invoices and proof of payment (cancelled check, cash paid receipt, or similar document) to the applicable KYEM Area Office within ninety (90) days of receipt of funds. KRS 39F.140 (1).

5. No later than June 1, 2025, the Contractor shall submit to the applicable KYEM Area Manager the following:

    a. A completed KYEM 160 Form;
    b. A copy of the invoice(s) for the approved items for purchase under the grant award; and
    c. A copy of the cancelled check, cashier's check, or other proof of payment of the submitted invoices;

    Contactor shall promptly return funds to the Commonwealth not encumbered or expended on or before June 30, 2025 unless Contractor receives prior written authorization from the KYEM Director. 39F.140 (1). Contractors failing to meet any requirement of this subsection shall be considered to be in breach of this MOA and subject to immediate repayment of grant funds received pursuant to this MOA in the sole discretion of the Commonwealth.

6. Contractor shall provide the Commonwealth additional information or documentation, upon request, to ensure cost and audit compliance.

7. Contractor shall ensure purchases are made in accordance with local government purchasing policies and/or county code and that appropriate documentation (purchase orders, invoices, and cancelled checks) is maintained for all purchases. Contractor shall ensure timely payments are processed for purchases and shall provide payment documentation to the appropriate KYEM Area Manager**. Purchases shall not be made by personal check or personal credit card**.

8. Contractor shall promptly notify the appropriate KYEM Area Manager when all equipment is received by the rescue squad and make the equipment available for initial inspection by the Commonwealth on a date proposed by the KYEM Area Manager.

9. Contractor shall be responsible for maintaining possession of all equipment purchased pursuant to KRS 39F.140. Equipment shall be made available for inspection by KYEM at any time upon request. Equipment purchased wholly or in part with Rescue Aid Funds shall be surrendered to KYEM if not properly used or maintained, or if the rescue squad disbands.

10. If at any point in time during the SFY25 grant cycle, Contractor ceases to meet the requirements in KRS 39F.120, the Commonwealth may terminate the award.

Pricing

Total grant amounts distributed to all contractors shall not exceed ~~$488,441.98~~ $483,853.20 (PON3 #1 - Minimum Equipment ~~$288,022.33~~ $287,489.35 / PON3 #2 - Optional Equipment ~~$200,419.65~~ $196,363.85). Pursuant to 39F.140, the Commonwealth shall advance funds only for the purchase of approved goods, services, or training.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination
This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative 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. 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.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, 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 agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

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

1st Party:

Signature _____ Title _____

Printed Name _____ Date _____

2nd Party:

Signature _____ Title _____

Printed Name _____ Date _____

Other Party:

Signature _____ Title _____

Printed Name _____ Date _____

Approved as to form and legality:

Attorney _____

KENTUCKY EMERGENCY MANAGEMENT

Andy Beshear
Governor

Boone National Guard Center
100 Minuteman Parkway
Frankfort, KY 40601-6168

Eric Gibson
Director

SENT VIA ELECTRONIC MAIL

Dear Judge Hanna,

On behalf of the Kentucky Division of Emergency Management (KYEM) and the Rescue Aid Fund Committee, I am pleased to announce that, based on your fiscal year 2025 Rescue Aid Program grant application, the Fayette County Fiscal Court (Lexington Fire Department) is awarded $14,762.00. Funding for this grant has been provided by the State General Fund.

The first step in the award process is signing the master agreement (PON2). This document is an agreement between the county and the Commonwealth. No procurement of equipment nor work can occur on the grant until the master agreement is signed by the grantee (Fayette County Fiscal Court) and executed by the state. KYEM will send this agreement to you for signature as soon as the agreement is approved by the Finance Cabinet.

The briefing will be held on January 31, 2025, at 1:30 p.m. ET. Please use this link to join the briefing.
https://us06web.zoom.us/j/89992828150

KRS 39F.140 states the rescue squad shall order or purchase with state grant funds, only the approved equipment, services, or training, and no other, within fifteen days of the receipt of the grant funds. Squads must follow local procurement policies and procedures. Once items are received, the squad shall provide a copy of all paid invoices as well as proof of payment, within ninety days of the receipt of the grant funds.

We will follow-up with a detailed list of approved items. Only these items may be purchased using the state grant funding.

Thank you for your continued support of emergency management and your recognition of this vital service to the Commonwealth of Kentucky and its citizens. If you have questions, contact KYEM Assistant Director of Operations, Dustin Heiser at 502-607-1601.

Sincerely,

Eric Gibson, Director
Kentucky Division of Emergency Management

cc: Christopher Ward, Lexington Fire Department
Rob Larkin, Fayette County Emergency Management Director
Marti Burton, KYEM Area Manager

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT AN AWARD FROM THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT UNDER THE FY 2025 SEARCH AND RESCUE AID FUND PROGRAM IN THE AMOUNT OF $14,762.00 FOR THE DIVISON OF FIRE AND EMERGENCY SERVICES, NO LOCAL MATCH IS REQUIRED, 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 an agreement and accept an award from the Kentucky Division of Emergency Management under the FY2025 Search and Rescue Aid Fund Program in the amount of $14,762.00 for the Division of Fire and Emergency Services. No local match is required.

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
436-25:ANB:4913-0643-4365, v. 1

RESOLUTION NO. 202-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT AND ACCEPT AN AWARD FROM THE KENTUCKY DIVISION OF EMERGENCY MANAGEMENT UNDER THE FY 2025 SEARCH AND RESCUE AID FUND PROGRAM IN THE AMOUNT OF $14,762.00 FOR THE DIVISON OF FIRE AND EMERGENCY SERVICES, NO LOCAL MATCH IS REQUIRED, 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 an agreement and accept an award from the Kentucky Division of Emergency Management under the FY2025 Search and Rescue Aid Fund Program in the amount of $14,762.00 for the Division of Fire and Emergency Services. No local match is required.

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: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

436-25:ANB:4913-0643-4365, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0437-25

File ID:	0437-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	133-2025	**In Control:**	Urban County Council
				File Created:	04/25/2025
File Name:	Signature Club of Lansdowne - Rental Agreement (PAL)			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Signature Club of Lansdowne, for Police Activities League Luncheon at a cost not to exceed $900. [Div. of Police, Weathers]

Notes: RIO 4/29/2025 ms

SAF in the CCO. Returned to Renita Happy via scans 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Cover Memo - Signature Club of Lansdowne - Rental Agreement.pdf, Signature Club of Lansdowne - Rental Agreement.pdf, 437-25 signature club 4932-3437-1901 v.1.doc, R-227-2025, Contract #133-2025	**Enactment Number:**	R-227-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0437-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute an Agreement with the Signature Club of Lansdowne, for Police Activities League Luncheon at a cost not to exceed $900. [Div. of Police, Weathers]

Summary

Authorization to accept a rental Agreement with the Signature Club of Lansdowne for the Police Activities League (PAL) to host their 40th Anniversary Luncheon at a cost of $900. Funds are Budgeted. (L0437-25)(Weathers/Armstrong)

Budgetary Implications: YES

Advance Document Review:

Law: Yes, Michael Sanner, April 7, 2025

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-505507-5571-71299

Year Impact: $900

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance: $11,244.36

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 25, 2025

SUBJECT: Signature Club of Lansdowne – Rental Agreement

Request
Authorization to accept the attached Rental Agreement with the Signature Club of Lansdowne.

Why are you requesting?
This rental agreement will allow for the Police Activities League (PAL) to host their 40th Anniversary Luncheon. The Signature Club must be given at least a ninety (90) day written notice to reschedule the event. Events may only be rescheduled once and the new date must occur within one (1) year of the original date. No refunds shall be issued. We are requesting Council Approval and Mayor Gorton to initial and sign the attached agreement.

What is the cost in this budget year and future budget years? $900

Are the funds budgeted? Yes - Account #1101-505507-5571-71299

File Number: - 0437-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

CLUB FACILITIES, LLC dba THE SIGNATURE CLUB OF LANSDOWNE
3256 Lansdowne Dr. – Lexington, KY 40502
THE GRAND BALLROOM RENTAL AGREEMENT
(the "Agreement")

This is an Agreement between Club Facilities, LLC d/b/a The Signature Club of Lansdowne ("Signature Club" and the "Club") and the "Responsible Party" indicated in the Key Terms below the Signature Club's Grand Ballroom ("Ballroom") in accordance with the terms and conditions set forth below.

KEY TERMS

Responsible Party ("you" and "your"): **LFUCG/Lexington Police Department**

Date of Event: **Thursday July 24, 2025**

Type of Event: **Police Activities League 40th Anniversary Luncheon**

	Beginning Time	Ending Time
Event		
Setup/Teardown Access	**7 AM**	**4 PM**

Estimated number of guests (200 max.; ***160 max. if balcony ceremony*****):** 200 or less

Will more than 25% of your guests be under age 21? **NO**

Address: 200 East Main Street, Lexington, KY 40507

Cell Phone: (859) 948-3098

Email: cdoane@lexingtonpolice.ky.gov

ADDITIONAL COMMENTS: _____

_____.

LINENS (*select only one*): X Basic Linens ☐ Floor Length Linens

BALLROOM RENTAL FEE:	**$900.00**
VALET CHARGE	**TBD**
6% SALES TAX:	**Tax exempt email certificate**
TOTAL:	**900.00**
INITIAL RENTAL FEE PAYMENT: ***(DUE AT SIGNING)***	**450.00 Due Now**
BALANCE DUE:	**450.00**
BALANCE PAYMENT DEADLINE:	**Due 5-24-25**
SECURITY DEPOSIT:	**$**

1. **KEY TERMS:** Unless otherwise indicated, the "Key Terms" set forth above are incorporated throughout this Amendment and reference shall be made to the Key Terms in the event of conflict.

2. **RESERVATION CONFIRMATION:** Dates and events are not reserved until the Club has received both (i) this fully executed Agreement and (ii) the full first payment identified in the Key Terms above. *ALL PAYMENTS ARE NON-REFUNDABLE*. Except as otherwise provided for in this Agreement, the payments will be applied toward your rental fee.

3. **RESCHEDULING EVENTS:** If you desire to change the date of your event, you must give the Club at least ninety (90) days' written notice. If you do not, your event may be rescheduled only in the sole discretion of the Club, which may be withheld, and no refund shall be issued. The Club does not guarantee availability for rescheduling and the rescheduled event will not be given priority over existing reservations. EVENTS MAY ONLY BE RESCHEDULED ONCE AND THE NEW DATE MUST OCCUR WITHIN ONE (1) YEAR OF THE ORIGINAL DATE. IF AN EVENT IS CANCELLED A SECOND TIME, ALL PAYMENTS ARE FORFEITED.

4. **RENTAL FEE:** Use of the Ballroom is limited to the day of your event identified in the Key Terms above and includes 4,000 square feet indoors along with a 2,000 square feet outdoor private Grand Terrace balcony; tables, table linens, and chairs for up to two hundred (200) guests; dressing room; stand-alone bars; podium with microphone; audio/visual equipment; cleaning services; and one set-up and one break-down of tables and chairs. Maximum capacity is two hundred (200) persons. Dishware, dance floor, and additional linens are available at an additional charge. Full payment/balance of your rental fee for the use of the Ballroom is due no later than ninety (90) days prior to your scheduled event. If your reservation is made less than ninety (90) days from your event, full payment will be due at that time. *ALL PAYMENTS ARE NON-REFUNDABLE*. You must ensure your party, all guests, and all caterers, vendors, and others present for your event have fully vacated the Club before the ending time(s) indicated in the Key Terms above. Failure to timely vacate may result in overtime charges at the rate of $50.00 per 15 minutes to compensate the Club for additional staff costs.

5. **SECURITY DEPOSIT:** The security deposit identified in the Key Terms above shall be paid no later than two (2) days before your event by check. The security deposit check will be held and dispersed for damages to the premises or any damage and/or theft of Club property, equipment, fixtures, audio/visual equipment, remotes, and similar items. The security deposit shall be reimbursed within ten (10) days after your event, minus any damage or theft which occurs during your event. Nothing in this section shall operate as a limit or cap on your liability for damages and theft during your event in the event the same is greater than the security deposit.

6. **SMOKING POLICY:** Absolutely NO SMOKING is permitted inside any part of the Club. Your guests must be directed outside in front of the Ballroom or on the private Grand Terrace balcony to smoke. The Club reserves the right to ask you and your guests to relocate or cease smoking on the premises entirely if Club staff determine it is interfering with other guests' or Club patrons' use or enjoyment of the Club premises.

7. **CHAPERONE POLICY:** Events with guests under age eighteen (18) must have adult chaperones and minor guests must be supervised at all times while on the Club premises. It is solely your responsibility to ensure an adequate number of appropriate chaperones are in attendance for your event. Without limiting the foregoing, you must provide at least one (1) qualified chaperone for every ten (10) underage guests.

8. **SERVING ALCOHOL:** ***You may not hire a bartending service to serve alcohol, and no caterer will be permitted to serve alcohol without prior Club approval and compliance with this section.*** Alcohol may be served in the Ballroom for your event **ONLY IF** your caterer is Club-approved, has a current/valid caterer's liquor license registered in Fayette County, and maintains liquor liability (dram shop) coverage in their insurance policy in amounts determined to be acceptable by the Club. The caterer's licenses, insurance certificates, and other requested documentation must be on file with the Club at least fourteen (14) days prior to your event. The Club reserves the right to restrict alcohol consumption and service at your event if you do not strictly comply with these requirements. THE CLUB DOES NOT PROVIDE ALCOHOL AND DOES NOT MONITOR YOUR CATERER FOR COMPLIANCE: IT IS YOUR RESPONSIBILITY TO ENSURE ALCOHOL IS SERVED AT YOUR EVENT RESPONSIBLY AND IN COMPLIANCE WITH THIS AGREEMENT AND KENTUCKY LAW.

9. **CONSUMPTION OF ALCOHOL: THE CLUB PROHIBITS THE POSSESSION OR CONSUMPTION OF ALCOHOL BY ANYONE UNDER THE AGE OF TWENTY-ONE (21)—NO EXCEPTIONS FOR ANY REASON WHATSOEVER.** Alcohol is prohibited if approximately twenty-five percent (25%) or more of the guests are less than 21 years of age at the time of your event. If your event involves these conditions, admission shall be by prior invitation only and you shall not sell entry tickets or passes at the door.

10. **VENDORS/CATERERS:** You are responsible to direct your vendors how to properly set up the Ballroom for your event. **If your event is on a weekend, you are required to use a Club-approved caterer: use of an unapproved caterer/vendor shall entitle the Club to terminate this Agreement, cancel, or postpone your event, and in every case without a credit or refund.** It is not the responsibility of Club staff to move furniture other than the set-up and break-down of the Club's tables and chairs, which is included in your rental fee. Pre-event access and post-event cleanup time is as set forth in the Key Terms above. If requested and available, you may purchase additional set up services at the rate agreed upon with the Club. The Ballroom is cleaned prior to your event. You and your caterers are responsible for cleaning the kitchen after your event. This includes sweeping and mopping the floor, wiping any spills inside or outside of all equipment, cleaning the sink area and stainless worktable, and removing all trash. **All vendors/caterers must provide the Club with a current liability insurance certificate naming Club Facilities, LLC and/or The Signature Club of Lansdowne as the certificate holder in order to access the Club premises or use the catering kitchen.**

11. **PARKING/VALET SERVICE:** The Club has two (2) parking lots that are available to your guests; however, these lots are also used by patrons of the Cellar Bar and Grille and members/patrons of the Signature Club. ***Parking is limited during peak hours and times, especially in summer months.*** No parking is reserved for any Ballroom event. Large events and events booked during peak hours or times will require valet parking services, in which case you shall pay the valet parking charge set forth in the Key Terms above. If valet service is not required on your event date, the Club can secure valet parking services for you at an additional fee upon at least thirty (30) days' notice before your event. Payment for valet services must be paid in full prior to your event.

12. **AUDIO/VISUAL EQUIPMENT:** The Club provides access to two (2) projectors, two (2) drop-down projector screens, a podium, and a wireless microphone. You or your vendor(s) must provide a laptop (not just a USB drive, thumb drive, or disc) to use the projector. Please remember to test your audio-visual needs prior to your event. The Club does not guarantee performance or compatibility of the audio-visual systems, which are provided only as a courtesy. The Club is NOT responsible for audio-visual or technical issues or equipment failure on the day of your event. The Club's on-site staff is not guaranteed to be able to troubleshoot or resolve any technical issues.

13. **CLEAN-UP/TRASH REMOVAL:** You and your vendors and caterers are required to clean up and remove all items (other than Club property) at the conclusion of your event, sweep debris from the floor, and to generally clean any messes or spills. This includes all floral arrangements, gifts, decorations, food, catering equipment, etc. ***All trash must be removed from the Club at the end of your event***. Trash bags may be provided as a courtesy. Garbage dumpsters are located at the far end of the lower parking lot, and trash bags must be placed inside the correct dumpsters. All trash left anywhere other than the proper receptacle (including that resulting from torn trash bags) must be cleaned up before vacating the Ballroom. You and your vendors are responsible for cleaning the Ballroom kitchen after the event, including removal of all items brought to/for your event. **A $200.00 charge may be deducted from your security deposit for failure to comply with this section.**

14. **DISH AND LINEN RENTAL/BREAKAGE:** The Club shall on request provide dish and linen inventories for a complete listing of dishes available for rent at your event. Rental items must be reserved at least two (2) weeks prior to your event and payment must be received at that time. Any rented items broken, damaged, not returned, or (for linens) stained or soiled beyond normal cleaning shall result in a per item fee to be deducted from the security deposit. **Signature Club dishes are NOT cleared or handled by Club staff: they must be cleared by your catering company or another designated person.**

15. **ENTERTAINMENT:** All music, whether provided by a band, disc jockey, or other source, must be concluded or turned down by 11:00 p.m. to comply with the LFUCG Code of Ordinances (including Ord. No. 14-70 through 14-80). If an event with entertainment takes place past 11:00 p.m., the Ballroom doors must be closed and stay closed to minimize disturbances to nearby homes.

16. **SHARED PREMISES:** By signing this Agreement, you acknowledge and agree that there is an actively operating restaurant/bar in the lower level of the Club (currently Cellar Bar and Grille). Patrons and employees of that business come and go throughout its operating hours and may overlap with your event. There may be noise, odors, and foot traffic in and near the Club (including in the balcony area). The Club is not responsible for and has no control over the operations, customers, or employees of the restaurant/bar.

17. **INCLEMENT WEATHER; LOSS OF SERVICE:** Nothing in this Agreement shall be deemed to be conditioned upon specific weather conditions on the day of your event. Inclement weather, acts of God, and other unforeseen circumstances shall not alter your obligations under this Agreement. Without limiting the foregoing, you understand that the loss of electricity or other utilities on the day or your event may occur. The Club does not have emergency/backup power generators. The Club shall not be liable in such event, nor shall you be relieved of any obligation under this Agreement as a result of such event. You are encouraged to obtain event insurance or make backup arrangements in the event conditions out of the Club's control impact your event.

18. **CLUB RULES:** Signs, balloons, decorations, tacks, tape, staples, or adhesives of any kind (including glue, hot glue, or similar) shall not be affixed to the walls, woodwork, or light fixtures in the Ballroom. The use of confetti, lighted send-off lanterns, silly string, glitter, rice, or similar is strictly prohibited inside the Ballroom, on the front drive, and on the balcony. Only bird seed and natural flower petals may be used only outdoors on the front drive. Fireworks are strictly prohibited; however, sparklers are permitted outside in front of the Club only. Used sparklers must be placed in a bucket of water or sand after use and disposed of safely by you or your vendors. Fog and smoke machines are strictly prohibited. Trespassing in areas other than the Ballroom, including without limitation the gym and pool areas, is prohibited. GLASS AND DRINKS ARE STRICTLY PROHIBITED ON THE DANCE FLOOR AND OUTSIDE THE BALLROOM. ANY VIOLATION OF THESE AND ANY OTHER RULE OF THE CLUB SHALL ENTITLE THE CLUB TO TERMINATE THIS AGREEMENT, CANCEL, OR POSTPONE YOUR EVENT, AND IN EVERY CASE WITHOUT A CREDIT OR REFUND.

19. **LOST & FOUND:** The Club is not responsible for any lost or stolen items of any kind. Items lost or found after an event may be labeled with the date of the event and held for no more than fifteen (15) days following your event. You must contact the Club to inquire about any lost or found items. The Club shall not be required to notify you of any lost or found items after your event.

20. **COMPLIANCE WITH LAW, ORDERS, AND REGULATIONS:** You covenant and warrant that you, your vendors/contractors, guests, invitees, agents, and sub-contractors shall comply at all times with all laws, ordinances, executive orders, governmental orders, regulations, public health agency orders, guidance, and best practices, zoning laws, ordinances, health and building codes, Club rules, and other regulations which apply to the Signature Club or the use thereof (each a "Regulation" and collectively the "Regulations"). It shall not be a breach of this Agreement for the Signature Club to close, cancel, reschedule, or restrict your event in order to comply with any Regulation. If such Regulation requires additional measures, you shall be strictly responsible for ensuring compliance and incurring the costs of same, and failure to do so shall entitle the Club to terminate this Agreement without any further obligation to you. You agree to provide the Club with proof of adequate measures to achieve compliance for your event, and failure to provide adequate assurance shall entitle the Club to terminate this Agreement without further obligation to you. If you or your guests, invitees, vendors, or sub-contractors fail to comply with any Regulation and as a result the Club incurs any fine, cost, or expense, you shall indemnify, defend, hold harmless, and reimburse the Club for same. If your event cannot be held has scheduled due to any Regulation and you elect not to reschedule to a later date, you shall forfeit any deposit and rental fee paid to the Club.

21. **TERMINATION; ENFORCEMENT.** If you breach any provision of this Agreement or if the Club incurs any damage, loss, cost, claim, or other consequence as a result of your breach of any provision of this Agreement, the Club shall be entitled to (i) terminate this Agreement without any credit, refund, or further obligation to you; (ii) enforce the Agreement by any legal means, including filing an action for damages and other relief in Fayette County, Kentucky circuit court, or (iii) pursue other legal, equitable, and contractual remedies. In the event the Club incurs any professional fees arising out of this Agreement (regardless of termination), including without limitation reasonable attorney's fees, costs, and expenses, you shall be responsible and shall reimburse the Club for same immediately upon demand.

22. **GENERAL RELEASE; WAIVER; INDEMNIFICATION:** In consideration of your participation in and the use of the Signature Club facilities contemplated by this Agreement, by signing this Agreement you hereby release and covenant not to sue the Signature Club, its owners, shareholders, director, officers, employees, representatives, and agents (each a "Released Party" and collectively the "Released Parties") from any and all present and future claims sustained by you or your vendors, guests, or others who are on or about the premises of the Signature Club for your event unless caused by the gross negligence or misconduct of the Club. Unless caused by gross negligence or misconduct of the Club.

    You further agree and understand that the Club does not have, employ, contract for, or provide any (i) security services or (ii) medical services including, but not limited to, emergency cardiovascular or first aid assistance.

    To the extent allowable by law .You further agree to release, indemnify, and hold harmless the Released Parties from any and all claims, actions, suits, costs, damages, and liabilities arising from your event or this Agreement, including without limitation the negligent acts, misconduct, and omissions of you and your vendors, guests, invitees, agents and contractors, regardless of any alleged act or omission (other than gross negligence or willful misconduct) of the Released Parties. Your obligation to indemnify the Released Parties applies to all claims, actions, suits, costs, damages, and liabilities whatsoever alleged by any person, entity, or third party of any nature whatsoever, including without limitation your vendors, guests, invitees, agents, and contractors. This shall not be deemed a waive of sovereign immunity or any other third-party defense available to LFUCG.

23. **WAIVER OF DAMAGES: YOU KNOWINGLY AND EXPRESSLY WAIVE ANY AND ALL RIGHTS TO OR CLAIMS FOR JURY TRIAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN**

DISCLOSED OR COULD HAVE BEEN REASONABLY FORESEEN BY THE CLUB. UNLESSED CAUSE BY THE GROSS NEGLIGENCE OR MISCONDUCT OF THE CLUB.

24. **LIMITATION OF LIABILITY: THE TOTAL LIABILITY OF THE CLUB TO YOU, YOUR VENDORS, GUESTS, INVITEES, AGENTS, AND CONTRACTORS (IN THE AGGREGATE) FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATING TO YOUR EVENT OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY YOU TO THE CLUB.** I UNDERSTAND THAT THE CLUB DOES NOT PROVIDE SECURITY OR "BOUNCING" SERVICES. THE ATTENDANT ON DUTY IS NOT CPR CERTIFIED, AND IS NOT OBLIGATED TO PROVIDE ANY MEDICAL, EVENT OPERATION/PLANNING, OR OTHER SERVICES. THE RELEASED PARTIES SHALL NOT BE HELD RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO YOU OR YOUR VENDORS, GUESTS, INVITEES, AGENTS, OR CONTRACTORS. UNLESS CAUSED BY THE GROSS NEGLEGENCE OR MISCONDUCT OF THE CLUB.

25. **TIME OF THE ESSENCE:** You acknowledge and agree that time is of the essence in your performance of all covenants and obligations contemplated by this Agreement.

26. **COMPLETE AGREEMENT; AMENDMENTS:** This Agreement is the only agreement, memorandum, or understanding of any kind between you and the Club. This Agreement may be amended, modified, or canceled only in a writing signed by you and an authorized representative of the Club.

I HAVE READ THE ABOVE AND AGREE TO THE FOREGOING TERMS:

Responsible Party/User: _____
(Signature required)

Danielle Cunningham
Processed by/Signature Club: _____
(Signature Club Representative Signature required)

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE SIGNATURE CLUB OF LANSDOWNE, FOR POLICE ACTIVITIES LEAGUE LUNCHEON AT A COST NOT TO EXCEED $900.00.

_____
_

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Signature Club of Lansdowne for Police Activities League Luncheon.

Section 2 - That an amount, not to exceed the sum of $900.00, be and hereby is approved for payment to Signature Club of Lansdowne, from account #1101-505507-71299.

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
437-25:MRS: 4932-3437-1901, v. 1

RESOLUTION NO. 227 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN AGREEMENT WITH THE SIGNATURE CLUB OF LANSDOWNE, FOR POLICE ACTIVITIES LEAGUE LUNCHEON AT A COST NOT TO EXCEED $900.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with the Signature Club of Lansdowne for Police Activities League Luncheon.

Section 2 - That an amount, not to exceed the sum of $900.00, be and hereby is approved for payment to Signature Club of Lansdowne, from account #1101-505507-71299.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

437-25:MRS: 4932-3437-1901, v. 1

CLUB FACILITIES, LLC dba THE SIGNATURE CLUB OF LANSDOWNE
3256 Lansdowne Dr. – Lexington, KY 40502
THE GRAND BALLROOM RENTAL AGREEMENT
(the "Agreement")

This is an Agreement between Club Facilities, LLC d/b/a The Signature Club of Lansdowne ("Signature Club" and the "Club") and the "Responsible Party" indicated in the Key Terms below the Signature Club's Grand Ballroom ("Ballroom") in accordance with the terms and conditions set forth below.

KEY TERMS

Responsible Party ("you" and "your"): LFUCG/Lexington Police Department

Date of Event: Thursday July 24, 2025

Type of Event: Police Activities League 40th Anniversary Luncheon

	Beginning Time	Ending Time
Event		
Setup/Teardown Access	7 AM	4 PM

Estimated number of guests (200 max.; *160 max. if balcony ceremony*): 200 or less

Will more than 25% of your guests be under age 21? NO

Address: 200 East Main Street, Lexington, KY 40507

Cell Phone: (859) 948-3098

Email: cdoane@lexingtonpolice.ky.gov

ADDITIONAL COMMENTS:

LINENS (*select only one*): X **Basic Linens** ☐ **Floor Length Linens**

BALLROOM RENTAL FEE:	**$900.00**
VALET CHARGE	**TBD**
6% SALES TAX:	**Tax exempt email certificate**
TOTAL:	**900.00**
INITIAL RENTAL FEE PAYMENT: *(DUE AT SIGNING)*	**450.00 Due Now**
BALANCE DUE:	**450.00**
BALANCE PAYMENT DEADLINE:	**Due 5-24-25**
SECURITY DEPOSIT:	**$**

 Responsible Party Initials Linda Gorton

1. **KEY TERMS:** Unless otherwise indicated, the "Key Terms" set forth above are incorporated throughout this Amendment and reference shall be made to the Key Terms in the event of conflict.

2. **RESERVATION CONFIRMATION:** Dates and events are not reserved until the Club has received both (i) this fully executed Agreement and (ii) the full first payment identified in the Key Terms above. *ALL PAYMENTS ARE NON-REFUNDABLE*. Except as otherwise provided for in this Agreement, the payments will be applied toward your rental fee.

3. **RESCHEDULING EVENTS:** If you desire to change the date of your event, you must give the Club at least ninety (90) days' written notice. If you do not, your event may be rescheduled only in the sole discretion of the Club, which may be withheld, and no refund shall be issued. The Club does not guarantee availability for rescheduling and the rescheduled event will not be given priority over existing reservations. EVENTS MAY ONLY BE RESCHEDULED ONCE AND THE NEW DATE MUST OCCUR WITHIN ONE (1) YEAR OF THE ORIGINAL DATE. IF AN EVENT IS CANCELLED A SECOND TIME, ALL PAYMENTS ARE FORFEITED.

4. **RENTAL FEE:** Use of the Ballroom is limited to the day of your event identified in the Key Terms above and includes 4,000 square feet indoors along with a 2,000 square feet outdoor private Grand Terrace balcony; tables, table linens, and chairs for up to two hundred (200) guests; dressing room; stand-alone bars; podium with microphone; audio/visual equipment; cleaning services; and one set-up and one break-down of tables and chairs. Maximum capacity is two hundred (200) persons. Dishware, dance floor, and additional linens are available at an additional charge. Full payment/balance of your rental fee for the use of the Ballroom is due no later than ninety (90) days prior to your scheduled event. If your reservation is made less than ninety (90) days from your event, full payment will be due at that time. *ALL PAYMENTS ARE NON-REFUNDABLE*. You must ensure your party, all guests, and all caterers, vendors, and others present for your event have fully vacated the Club before the ending time(s) indicated in the Key Terms above. Failure to timely vacate may result in overtime charges at the rate of $50.00 per 15 minutes to compensate the Club for additional staff costs.

5. **SECURITY DEPOSIT:** The security deposit identified in the Key Terms above shall be paid no later than two (2) days before your event by check. The security deposit check will be held and dispersed for damages to the premises or any damage and/or theft of Club property, equipment, fixtures, audio/visual equipment, remotes, and similar items. The security deposit shall be reimbursed within ten (10) days after your event, minus any damage or theft which occurs during your event. Nothing in this section shall operate as a limit or cap on your liability for damages and theft during your event in the event the same is greater than the security deposit.

6. **SMOKING POLICY:** Absolutely NO SMOKING is permitted inside any part of the Club. Your guests must be directed outside in front of the Ballroom or on the private Grand Terrace balcony to smoke. The Club reserves the right to ask you and your guests to relocate or cease smoking on the premises entirely if Club staff determine it is interfering with other guests' or Club patrons' use or enjoyment of the Club premises.

7. **CHAPERONE POLICY:** Events with guests under age eighteen (18) must have adult chaperones and minor guests must be supervised at all times while on the Club premises. It is solely your responsibility to ensure an adequate number of appropriate chaperones are in attendance for your event. Without limiting the foregoing, you must provide at least one (1) qualified chaperone for every ten (10) underage guests.

8. **SERVING ALCOHOL:** ***You may not hire a bartending service to serve alcohol, and no caterer will be permitted to serve alcohol without prior Club approval and compliance with this section.*** Alcohol may be served in the Ballroom for your event **ONLY IF** your caterer is Club-approved, has a current/valid caterer's liquor license registered in Fayette County, and maintains liquor liability (dram shop) coverage in their insurance policy in amounts determined to be acceptable by the Club. The caterer's licenses, insurance certificates, and other requested documentation must be on file with the Club at least fourteen (14) days prior to your event. The Club reserves the right to restrict alcohol consumption and service at your event if you do not strictly comply with these requirements. THE CLUB DOES NOT PROVIDE ALCOHOL AND DOES NOT MONITOR YOUR CATERER FOR COMPLIANCE: IT IS YOUR RESPONSIBILITY TO ENSURE ALCOHOL IS SERVED AT YOUR EVENT RESPONSIBLY AND IN COMPLIANCE WITH THIS AGREEMENT AND KENTUCKY LAW.

9. **CONSUMPTION OF ALCOHOL: THE CLUB PROHIBITS THE POSSESSION OR CONSUMPTION OF ALCOHOL BY ANYONE UNDER THE AGE OF TWENTY-ONE (21)—NO EXCEPTIONS FOR ANY REASON WHATSOEVER.** Alcohol is prohibited if approximately twenty-five percent (25%) or more of the guests are less than 21 years of age at the time of your event. If your event involves these conditions, admission shall be by prior invitation only and you shall not sell entry tickets or passes at the door.

Linda Gorton

10. **VENDORS/CATERERS:** You are responsible to direct your vendors how to properly set up the Ballroom for your event. **If your event is on a weekend, you are required to use a Club-approved caterer: use of an unapproved caterer/vendor shall entitle the Club to terminate this Agreement, cancel, or postpone your event, and in every case without a credit or refund.** It is not the responsibility of Club staff to move furniture other than the set-up and break-down of the Club's tables and chairs, which is included in your rental fee. Pre-event access and post-event cleanup time is as set forth in the Key Terms above. If requested and available, you may purchase additional set up services at the rate agreed upon with the Club. The Ballroom is cleaned prior to your event. You and your caterers are responsible for cleaning the kitchen after your event. This includes sweeping and mopping the floor, wiping any spills inside or outside of all equipment, cleaning the sink area and stainless worktable, and removing all trash. **All vendors/caterers must provide the Club with a current liability insurance certificate naming Club Facilities, LLC and/or The Signature Club of Lansdowne as the certificate holder in order to access the Club premises or use the catering kitchen.**

11. **PARKING/VALET SERVICE:** The Club has two (2) parking lots that are available to your guests; however, these lots are also used by patrons of the Cellar Bar and Grille and members/patrons of the Signature Club. ***Parking is limited during peak hours and times, especially in summer months.*** No parking is reserved for any Ballroom event. Large events and events booked during peak hours or times will require valet parking services, in which case you shall pay the valet parking charge set forth in the Key Terms above. If valet service is not required on your event date, the Club can secure valet parking services for you at an additional fee upon at least thirty (30) days' notice before your event. Payment for valet services must be paid in full prior to your event.

12. **AUDIO/VISUAL EQUIPMENT:** The Club provides access to two (2) projectors, two (2) drop-down projector screens, a podium, and a wireless microphone. You or your vendor(s) must provide a laptop (not just a USB drive, thumb drive, or disc) to use the projector. Please remember to test your audio-visual needs prior to your event. The Club does not guarantee performance or compatibility of the audio-visual systems, which are provided only as a courtesy. The Club is NOT responsible for audio-visual or technical issues or equipment failure on the day of your event. The Club's on-site staff is not guaranteed to be able to troubleshoot or resolve any technical issues.

13. **CLEAN-UP/TRASH REMOVAL:** You and your vendors and caterers are required to clean up and remove all items (other than Club property) at the conclusion of your event, sweep debris from the floor, and to generally clean any messes or spills. This includes all floral arrangements, gifts, decorations, food, catering equipment, etc. ***All trash must be removed from the Club at the end of your event.*** Trash bags may be provided as a courtesy. Garbage dumpsters are located at the far end of the lower parking lot, and trash bags must be placed inside the correct dumpsters. All trash left anywhere other than the proper receptacle (including that resulting from torn trash bags) must be cleaned up before vacating the Ballroom. You and your vendors are responsible for cleaning the Ballroom kitchen after the event, including removal of all items brought to/for your event. **A $200.00 charge may be deducted from your security deposit for failure to comply with this section.**

14. **DISH AND LINEN RENTAL/BREAKAGE:** The Club shall on request provide dish and linen inventories for a complete listing of dishes available for rent at your event. Rental items must be reserved at least two (2) weeks prior to your event and payment must be received at that time. Any rented items broken, damaged, not returned, or (for linens) stained or soiled beyond normal cleaning shall result in a per item fee to be deducted from the security deposit. **Signature Club dishes are NOT cleared or handled by Club staff: they must be cleared by your catering company or another designated person.**

15. **ENTERTAINMENT:** All music, whether provided by a band, disc jockey, or other source, must be concluded or turned down by 11:00 p.m. to comply with the LFUCG Code of Ordinances (including Ord. No. 14-70 through 14-80). If an event with entertainment takes place past 11:00 p.m., the Ballroom doors must be closed and stay closed to minimize disturbances to nearby homes.

16. **SHARED PREMISES:** By signing this Agreement, you acknowledge and agree that there is an actively operating restaurant/bar in the lower level of the Club (currently Cellar Bar and Grille). Patrons and employees of that business come and go throughout its operating hours and may overlap with your event. There may be noise, odors, and foot traffic in and near the Club (including in the balcony area). The Club is not responsible for and has no control over the operations, customers, or employees of the restaurant/bar.

17. **INCLEMENT WEATHER; LOSS OF SERVICE:** Nothing in this Agreement shall be deemed to be conditioned upon specific weather conditions on the day of your event. Inclement weather, acts of God, and other unforeseen circumstances shall not alter your obligations under this Agreement. Without limiting the foregoing, you understand that the loss of electricity or other utilities on the day or your event may occur. The Club does not have emergency/backup power generators. The Club shall not be liable in such event, nor shall you be relieved of any obligation under this Agreement as a result of such event. You are encouraged to obtain event insurance or make backup arrangements in the event conditions out of the Club's control impact your event.

Linda Gorton

18. **CLUB RULES:** Signs, balloons, decorations, tacks, tape, staples, or adhesives of any kind (including glue, hot glue, or similar) shall not be affixed to the walls, woodwork, or light fixtures in the Ballroom. The use of confetti, lighted send-off lanterns, silly string, glitter, rice, or similar is strictly prohibited inside the Ballroom, on the front drive, and on the balcony. Only bird seed and natural flower petals may be used only outdoors on the front drive. Fireworks are strictly prohibited; however, sparklers are permitted outside in front of the Club only. Used sparklers must be placed in a bucket of water or sand after use and disposed of safely by you or your vendors. Fog and smoke machines are strictly prohibited. Trespassing in areas other than the Ballroom, including without limitation the gym and pool areas, is prohibited. GLASS AND DRINKS ARE STRICTLY PROHIBITED ON THE DANCE FLOOR AND OUTSIDE THE BALLROOM. ANY VIOLATION OF THESE AND ANY OTHER RULE OF THE CLUB SHALL ENTITLE THE CLUB TO TERMINATE THIS AGREEMENT, CANCEL, OR POSTPONE YOUR EVENT, AND IN EVERY CASE WITHOUT A CREDIT OR REFUND.

19. **LOST & FOUND:** The Club is not responsible for any lost or stolen items of any kind. Items lost or found after an event may be labeled with the date of the event and held for no more than fifteen (15) days following your event. You must contact the Club to inquire about any lost or found items. The Club shall not be required to notify you of any lost or found items after your event.

20. **COMPLIANCE WITH LAW, ORDERS, AND REGULATIONS:** You covenant and warrant that you, your vendors/contractors, guests, invitees, agents, and sub-contractors shall comply at all times with all laws, ordinances, executive orders, governmental orders, regulations, public health agency orders, guidance, and best practices, zoning laws, ordinances, health and building codes, Club rules, and other regulations which apply to the Signature Club or the use thereof (each a "Regulation" and collectively the "Regulations"). It shall not be a breach of this Agreement for the Signature Club to close, cancel, reschedule, or restrict your event in order to comply with any Regulation. If such Regulation requires additional measures, you shall be strictly responsible for ensuring compliance and incurring the costs of same, and failure to do so shall entitle the Club to terminate this Agreement without any further obligation to you. You agree to provide the Club with proof of adequate measures to achieve compliance for your event, and failure to provide adequate assurance shall entitle the Club to terminate this Agreement without further obligation to you. If you or your guests, invitees, vendors, or sub-contractors fail to comply with any Regulation and as a result the Club incurs any fine, cost, or expense, you shall indemnify, defend, hold harmless, and reimburse the Club for same. If your event cannot be held has scheduled due to any Regulation and you elect not to reschedule to a later date, you shall forfeit any deposit and rental fee paid to the Club.

21. **TERMINATION; ENFORCEMENT.** If you breach any provision of this Agreement or if the Club incurs any damage, loss, cost, claim, or other consequence as a result of your breach of any provision of this Agreement, the Club shall be entitled to (i) terminate this Agreement without any credit, refund, or further obligation to you; (ii) enforce the Agreement by any legal means, including filing an action for damages and other relief in Fayette County, Kentucky circuit court, or (iii) pursue other legal, equitable, and contractual remedies. In the event the Club incurs any professional fees arising out of this Agreement (regardless of termination), including without limitation reasonable attorney's fees, costs, and expenses, you shall be responsible and shall reimburse the Club for same immediately upon demand.

22. **GENERAL RELEASE; WAIVER; INDEMNIFICATION:** In consideration of your participation in and the use of the Signature Club facilities contemplated by this Agreement, by signing this Agreement you hereby release and covenant not to sue the Signature Club, its owners, shareholders, director, officers, employees, representatives, and agents (each a "Released Party" and collectively the "Released Parties") from any and all present and future claims sustained by you or your vendors, guests, or others who are on or about the premises of the Signature Club for your event unless caused by the gross negligence or misconduct of the Club. Unless caused by gross negligence or misconduct of the Club.

    You further agree and understand that the Club does not have, employ, contract for, or provide any (i) security services or (ii) medical services including, but not limited to, emergency cardiovascular or first aid assistance.

    To the extent allowable by law .You further agree to release, indemnify, and hold harmless the Released Parties from any and all claims, actions, suits, costs, damages, and liabilities arising from your event or this Agreement, including without limitation the negligent acts, misconduct, and omissions of you and your vendors, guests, invitees, agents and contractors, regardless of any alleged act or omission (other than gross negligence or willful misconduct) of the Released Parties. Your obligation to indemnify the Released Parties applies to all claims, actions, suits, costs, damages, and liabilities whatsoever alleged by any person, entity, or third party of any nature whatsoever, including without limitation your vendors, guests, invitees, agents, and contractors. This shall not be deemed a waive of sovereign immunity or any other third-party defense available to LFUCG.

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Linda Gorton

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26. **COMPLETE AGREEMENT; AMENDMENTS:** This Agreement is the only agreement, memorandum, or understanding of any kind between you and the Club. This Agreement may be amended, modified, or canceled only in a writing signed by you and an authorized representative of the Club.

I HAVE READ THE ABOVE AND AGREE TO THE FOREGOING TERMS:

Responsible Party/User: Linda Gorton
(Signature required)

Danielle Cunningham
Processed by/Signature Club:
(Signature Club Representative Signature required)

Linda Gorton

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0438-25

File ID: 0438-25 **Type:** Resolution **Status:** Approved

Version: 2 **Contract #:** **In Control:** Urban County Council

File Created: 04/25/2025

File Name: Request Council authorization to execute Modification No. 2 to the agreement and accept additional funding in the amount of $200,000 from the Kentucky Opioid Response Effort (KORE), administered by the Commonwealth of Kentucky, Cabinet for Health and Fami

Final Action: 05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Modification No. 2 to the Agreement with Ky. Opioid Response Effort and to accept additional funding in the amount of $200,000 for The Community Paramedicine Program, and to extend the performance period through June 30, 2026, no matching funds are required and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Notes:

Sponsors:

Enactment Date: 05/08/2025

Attachments: 25-Blue Sheet KORE Fire, BA 13651 add'l award, Draft_PON2_729_2400002022_3_PO_CNTRCT_FORM - Unsigned, 438-25 kore grant 4916-8051-2317 v.1.docx, R-203-2025

Enactment Number: R-203-2025

Deed #:

Hearing Date:

Drafter: Ersula Killens

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
2	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
2	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
2	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0438-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute Modification No. 2 to the Agreement with Ky. Opioid Response Effort and to accept additional funding in the amount of $200,000 for The Community Paramedicine Program, and to extend the performance period through June 30, 2026, no matching funds are required and authorizing the Mayor to transfer unencumbered funds within the Grant Budget. [Div. of Fire and Emergency Management, Wells]

Summary

Authorization to execute Modification No. 2 to the Agreement and accept additional funding in the amount of $200,000 from the Kentucky Opioid Response Effort (KORE), administered by the Commonwealth of Kentucky, Cabinet for Health and Family Services and extend the performance period through June 30, 2026. These funds are for the Community Paramedicine Program. No matching funds are required. (L0438-35)(Wells/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Michael Sanner, 1/21/2025

Risk Management: N/A

Fully Budgeted: A Budget amendment is in process.

Account Number: 3190-505701-5701-XXXXX

This Fiscal Year Impact: $200,000.00

Annual Impact: $0

Project: QRT_KORE_2025

Activity: FED_GRANT

Budget Reference: 2025

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: **APRIL 25, 2025**

SUBJECT: **Acceptance of Additional FY2025 Funding from the Cabinet for Health and Family Services for the Lexington Fire Department**

Request: Council authorization to execute Modification No. 2 to the agreement and accept additional funding in the amount of $200,000 from the Kentucky Opioid Response Effort (KORE), administered by the Commonwealth of Kentucky, Cabinet for Health and Family Services and extending the performance period through June 30, 2026. These funds are for the Community Paramedicine Program. No matching funds are required.

Purpose of Request: On March 7, 2024 (Resolution 093-2024), Council authorized to execute an agreement with the Commonwealth of Kentucky, Cabinet for Health and Family Services and accept funds from Kentucky Opioid Response Effort in the amount of $50,000 to support the Community Paramedicine Program. On December 5, 2024 (Resolution 643-2024), Council authorized to execute a modification to the agreement with the Cabinet for Health and Family Services and accept additional funds in the amount of $50,000. The Commonwealth of Kentucky, Cabinet for Health and Family Services has offered an additional $200,000 in federal funds from the Kentucky Opioid Response Effort and to extend the period of performance to June 30, 2026.

What is the cost in this budget year and future budget years? $200,000 in federal funds has been awarded for Fiscal Year 2025. No matching funds are required. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? A budget amendment is in process.

File Number: 0438-25

Director/Commissioner: Wells/Armstrong

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 04/25/2025 **Status:** Pending Approval **Amend Nbr:** 13651

Business Unit: LFUCG **Journal Date:** 04/25/2025 **Budget Period:** 2025 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View 3 | First 1-6 of 6 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	505701	5701	75101	Operating Supplies and Expense	13,606.00	WELLSJG	KARMSTRO	
2	3190	505701	5701	75602	Clothing/Equip - Public Safety	1,200.00	WELLSJG	KARMSTRO	
3	3190	505701	5701	72203	Cell Phones	1,200.00	WELLSJG	KARMSTRO	
4	3190	505701	5701	63624	Medicare Expense	1,979.00	WELLSJG	KARMSTRO	
5	3190	505701	5701	63622	Unemployment Insurance	263.00	WELLSJG	KARMSTRO	
6	3190	505701	5701	63155	OT F & P-Unsch Not Pen Eligibl	181,752.00	WELLSJG	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3190	505701	5701	44010	Intergovernmental - Federal	200,000.00	WELLSJG	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional award the Kentucky Opioid Response Effort (KORE). QRT_KORE_2025

Net Amend Amt: 0.00

Submit for Approval

Save Add

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: PON2 729 2400002022 **Version:** 3

Record Date:

Document Description: Quick Response Team (QRT) C5106

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: MODIFICATION #2
April 1, 2025

Previous Contract Amount: $100,000
Increase Amount: $200,000
Total Contract Amount: $300,000

This modification is to add Kentucky Overdose Response Effort (KORE), State Opioid Response (SOR) IV grant funds to continue Quick Response Team (QRT). The contract is also being extended through 6/30/2026.

The following Commodity Line has been added:

CL3: $200,000 Add KORE SOR IV grant funding for Quick Response Team (QRT).

The Scope of Work has been revised as detailed below:

Paragraph one, extended the contract end date to 06/30/2026.

1.00 Purpose and Background
Paragraph five, updated grant number.

Section 1.04 Organization
Removed Business Associate Agreement from the list.

2.00 Services Required
Paragraph one, added in its entirety.

2.02 Reporting Requirements
Item two, second sentence has been revised.

Section 3 Pricing/Invoicing
Language has been revised and contract amount updated.

Section 4 and 5 boilerplate has been revised.

Issuer Contact:

Name: Monica Bell Spalding

Phone:

E-mail: monica.bellspalding@ky.gov

Vendor Name: LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

Vendor No. KY0032969

Vendor Contact

Name: Chad Hancock

Phone: 8592583313

LEXINGTON	KY	40507	E-mail:	chancock@lexingtonky.gov	

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KORE SOR III QRT	$0.000000	$50,000.00	$50,000.00

Extended Description:

Lexington Fayette Urban County Government shall maintain a Quick Response Team (QRT) comprised of a collaborative, interdisciplinary partnership between any of the following community partners: treatment providers, first responders, health department staff, local community-based organizations including faith-based groups and peer support professionals with lived experience.

100% Federal Funding
CFDA# 93.788

Contractor Contact
Name: Linda Gorton
Phone: 859-258-3100
Email: mayor@lexingtonky.gov

Agency Contact
Name: Leslie Kennedy
Phone. 502-782-4025
Email: Leslie.Kennedy@ky.gov

Shipping Information:	Billing Information:
	CHFS DBHDID - Commissioner 275 E Main Street 4WF Frankfort KY 42240

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		KORE SOR III NCE QRT (TNBR)	$0.000000	$50,000.00	$50,000.00

Extended Description:

100% Federal Funding
CFDA# 93.788

Shipping Information:	Billing Information:
	CHFS DBHDID - Commissioner 275 E Main Street 4WF Frankfort KY 42240

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		KORE SOR IV QRT (TBNU)	$0.000000	$200,000.00	$200,000.00

Extended Description:

100% Federal Funding
CFDA# 93.788

Shipping Information:	Billing Information:
	CHFS DBHDID - Commissioner 275 E Main Street 4WF Frankfort KY 42240

TOTAL CONTRACT AMOUNT	$300,000.00

MODIFICATION HISTORY

MODIFICATION #2
April 1, 2025

Previous Contract Amount: $100,000
Increase Amount: $200,000
Total Contract Amount: $300,000

This modification is to add Kentucky Overdose Response Effort (KORE), State Opioid Response (SOR) IV grant funds to continue Quick Response Team (QRT). The contract is also being extended through 6/30/2026.

The following Commodity Line has been added:

CL3: $200,000 – Add KORE SOR IV grant funding for Quick Response Team (QRT).

The Scope of Work has been revised as detailed below:

Paragraph one, extended the contract end date to “06/30/2026.”

1.00 Purpose and Background
Paragraph five, updated grant number to “1H79TI087770-01.”

Section 1.04 Organization
Removed “Business Associate Agreement” from the list.

2.00 Services Required
Paragraph one, added in its entirety.

2.02 Reporting Requirements
Item two, second sentence has been revised.

Section 3 – Pricing/Invoicing
Paragraph two, updated contract amount to “$300,000.”
Paragraph six, item three, has been revised.
Paragraph six, item four, added in its entirety and this section renumbered.
Paragraph six, item nine, added in its entirety.

Section 4 and 5 boilerplate has been revised.

MODIFICATION #1
October 29,2024

Previous Contract Amount: $50,000
Increase Amount: $50,000
Total Contract Amount: $100,000

This modification is to add Kentucky Overdose Response Effort (KORE), State Opioid Response (SOR) III, and No Cost Extension (NCE) grant funds to continue Quick Response Team (QRT). The contract is also being extended through 6/30/2025.

The following Commodity Lines have been revised and added:

CL1: Commodity Line Description has been updated to include the subfunction (TNBR).
CL2: $50,000 - Add under KORE SORE III NCE grant funding for Quick Response Team (QRT).

The Scope of Work has been revised as detailed below:

Paragraph one, deleted the words “is entered into, by and”
Paragraph one, replaced the date “12/31/2024” with 6/30/2025”.

1.00 – Purpose and Background
Paragraph one, replaced the word “Opioid” with “Overdose”.
Paragraph one, the last sentence, replaced the word “four” with “five”.
Paragraph one, the last sentence, 1) deleted the word “opioid”.
Paragraph one, the last sentence, 2) replaced the word “parenting” with “postpartum”.
Paragraph one, the last sentence, 3) replaced the word “Justice” with “Criminal-legal”.
Paragraph one, the last sentence, 5) added “Transition age-youth”.
Paragraph two, replaced the word “is” with the word “are”.
Paragraphs 3, 4, and 5 have been added in its entirety.

2.00 Services Required
Item number 2, letter c., deleted the word “Offer”, added the word “distribution”, and replaced the word “patients” with the word “individuals”.
Item number 3, letter c., removed “as well as” and replaced the words “the completion of” with the words “completing the”.

2.01 Deliverables
Item number 9, added the word “the” before steering committee.
Item number 10, deleted in its entirety.

2.02 Reporting Requirements
Item number 2, first sentence, replaced the word “SOR” with “KORE”
Item number 2, second sentence, revised and added in its entirety.
Item number 4, first sentence, replaced the word “monthly” with “quarterly”.
Item number 4, second sentence, revised and added in its entirety.

Section 3 – Pricing/Invoicing
Paragraph two, last sentence updated contract amount to $100,000.
Paragraph six, added number 3. Commodity Line and subfunction from which to pay. This section was renumbered.
Paragraph six, added number 9. Expenditures for each budget category during the invoicing period.
Section 4 – CHFS General Terms and Conditions
Section 4.01.05 Indemnification, has been revised and added.
Section 4.02.03.01 Responsibility for Subcontractor Contract Requirements, has been revised and added.

FAC terms and conditions have been updated.

Memorandum of Agreement Terms and Conditions

Regular (Government/Quasi-Governmental) (PON2)

This Memorandum of Agreement (MOA) ~~is entered into, by and~~ between the Commonwealth of Kentucky, Cabinet for Health and Family Services Department for Behavioral Health, Developmental and Intellectual Disabilities ("the Commonwealth") and Lexington Fayette Urban County Government ("The Contractor") to establish an agreement to maintain a Quick Response Team. The initial MOA is effective from 07/01/2024 through ~~12/31/2024 06/30/2025~~ 06/30/2026.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

The Kentucky ~~Opioid~~ Overdose Response Effort (KORE) seeks to expand and sustain a comprehensive, equitable recovery-oriented system of care to address opioid use disorder (OUD) and stimulant use disorder (StimUD) for all individuals throughout Kentucky. To achieve this aim, KORE and its partners commit to implementing a trauma- and resilience-informed care approach within a racial equity framework to reduce overdose deaths and increase equitable access to high quality, evidence-based prevention, treatment, and recovery support services that are culturally responsive. Informed by data on populations most in need, the KORE projects will focus on ~~four~~ five primary populations with OUD and/or StimUD: 1) ~~Opioid overdose~~ Overdose survivors, 2) Pregnant and ~~parenting~~ postpartum, 3) ~~Justice~~- Criminal-legal involved, and 4) Black, Indigenous, and Persons of Color, and 5) transition-age youth.

Lexington Fayette Urban County Government shall maintain a Quick Response Team (QRT). A QRT provides a way for public safety officials to work with behavioral health providers to serve individuals who have experienced or ~~is~~are at risk of experiencing an opioid related overdose or complication. The goal of the QRT is to reduce the incidence of overdoses and overdose fatalities by increasing the number of people who receive OUD treatment, harm reduction and recovery support services.

KORE intends to be the payor of last resort. It is the responsibility of the Contractor to ensure that all individuals receiving KORE funded services have applied for any other funding stream for which they may be eligible.

Contractors and their sub-recipients must disclose in a timely manner, in writing, to the Department for Behavioral Health, Developmental and Intellectual Disabilities, all information related to violations or suspected violations, of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the SAMHSA award.

LFUCG will notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tagline. "This project is supported by the Kentucky Overdose Response Effort (KORE) through a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant ~~6H79TI05782-02M002~~ 1H79TI087770-01.

1.01 Issuing Office

The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on the behalf of the Department for Behavioral Health, Developmental and Intellectual Disabilities Division of Substance Use Disorder. The Cabinet's designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02 Communications

The Issuer identified on page 1 is the point of contact during the procurement process and for communications concerning contract issues during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1. Notices by the Cabinet shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.

1.03 Terminology

For this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer

- Issuer of Contract: Buyer, Purchaser, Contract Officer

- Commonwealth of Kentucky: Commonwealth, State

- Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS

- Fiscal Year is the Commonwealth fiscal year: July 1 through June 30

- Biennium is the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04 Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-CHFS General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

~~Business Associate Agreement~~

SECTION 2 – SCOPE OF SERVICES

2.00 Services Required

The time following a nonfatal overdose is an essential intervention opportunity to identify individuals at high risk for a subsequent overdose and provide services to reduce their future overdose risk. The goal of a Quick Response Team (QRT) is to mitigate the risk and severity of drug-related overdoses by providing assertive outreach and engagement to overdose survivors and their social networks within 24-72 hours of the incident. QRTs reduce the risk of overdose by providing (1) harm reduction supplies and connecting individuals to local harm reduction services, (2) education on overdose prevention, safer drug use practices, and treatment and recovery support options, (3) referrals to infectious disease, mental health and substance use treatment, including MOUD, and (4) case management for recovery support services, including housing, food, healthcare, and transportation.

Lexington Fayette Urban County Government shall:

1. Maintain a Quick Response Team (QRT) comprised of a collaborative, interdisciplinary partnership between any of the following community partners: treatment providers, first responders, health department staff, local community-based organizations including faith-based groups and peer support professionals with lived experience. QRT shall have the capacity to provide the following:

    a. Engage with individuals who have experienced an overdose or complications related to opioid and/or stimulant use.

    b. Provide assertive linkages to harm reduction, evidence-based treatment interventions, and recovery services, which support multiple pathways to recovery including the use of Food and Drug Administration (FDA) approved medications for opioid use disorder (MOUD, e.g., Methadone, buprenorphine, naltrexone).

    c. Provide assertive engagement and relationship building to educate individuals, family members and the larger community about addiction, available evidence-based resources for prevention, harm-reduction, treatment and recovery, and the ways in which the QRT can assist individuals and families.

    d. Written standard operating policies and procedures that includes how information will be obtained; how HIPPA laws and procedures are maintained; how visits will take place and with whom; the organization's professional behavior policy; process for data collection, safety, and risk management protocols; and how and when naloxone is distributed.

2. Maintain and facilitate an ongoing training plan for the QRT focused on the following key competencies:

    a. Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and practices.

    b. Post overdose training.

    c. ~~Offer~~ ~~n~~Naloxone distribution to all individuals ~~patients~~ who present with opioid overdose or other sequelae of OUD along with overdose education and training on naloxone administration.

    d. Casey's Law education.

    e. Motivational Interviewing.

    f. Trauma-informed care.

3. Review the following documents at least annually and update as needed:

   a. Written procedures for how the QRT will operate, what the responsibilities of each partner will be, and set hours of availability to best meet the needs of the population outside of weekly 9 am – 5 pm hours of operation.

   b. A uniform resource packet, script, and plan for how each visit will be structured and communicate that clearly to all participating partners.

   c. A written action plan for individuals wanting immediate treatment from the QRT. The action plan shall consist of what steps to take first, transportation guidelines and procedures, ~~as well as~~ referrals to treatment or other resources. The action plan shall also consist of procedures for ~~the completion~~ completing ~~of~~ the intake and assessment forms.

   d. Written standard operating policies and procedures that includes how information will be obtained; how HIPAA laws and procedures are maintained; how visits will take place and with whom; the organization's professional behavior policy; process for data collection, safety, and risk management protocols; and how and when naloxone is distributed.

4. Maintain a steering committee, advisory board, Board of Directors, or some other project governance mechanism with at least one-third of the voting membership comprised of individuals in recovery and/or family members of individuals in recovery. Key community partners can include law enforcement, emergency responders, jails, judges, specialty court staff, political officials and city governments, health departments, community and faith-based organizations and substance use treatment and recovery systems. This group must be committed to continuous improvement and actively involved in designing, implementing, and overseeing a plan of timely response, outreach and education focused on individuals who have experienced an opioid and/or stimulant related overdose.

2.01 Deliverables

Lexington Fayette Urban County Government shall:

1. Diversify partnerships with organizations serving as referral agencies to the QRT:

   a. Identifying and meet with, at minimum, three (3) potential referral partners.

   b. Establish formal referral relationships with, at minimum, one (1) new partner.

   c. Engage at least monthly with, a minimum, of one (1) program that serves persons at-risk of experiencing overdose, such as jails and prisons, emergency departments, syringe service programs.

2. Provide in-person, rapid response within 24 -72 hours to individuals and families experiencing an opioid or stimulant overdose or related complication:

   a. Engage in Harm Reduction strategies as part of the QRT services including fentanyl test strips (FTS) and naloxone distribution during rapid response visits and/or follow-up visits.

3. Sustain a robust resource network to minimize gaps/barriers to service engagement and retention:

   a. Maintain a referral resource packet, including intake processes and supportive services.

   b. Identify, at minimum, one (1) new resource and add to referral list.

4. Engage in ongoing follow-up with persons served to monitor and support individual's access to and engagement with services and supports.

   a. Maintain a process to track referrals that allows all members of the QRT to engage in follow-up with clients.

   b. Conduct follow-up engagement with, at minimum, twenty percent (20%) of clients within thirty (30) days after initial contact to ensure connections were made and provide additional linkages if necessary.

5. Increase assertive engagement to underserved and minoritized populations at high risk for overdose by doing the following:

   a. Canvas and offer QRT services in at least one (1) area identified by individuals living in a Black, Indigenous and People of Color (BIPOC) or other marginalized community.

   b. Initiate and maintain an informal partnership with regular communication and relationship building with the Black, Indigenous and People of Color (BIPOC) community.

   c. Consult and take direction from individuals living in underserved BIPOC communities to provide perspective and awareness of racial/ethnic, social, emotional, and cognitive needs of the population.

d. Increase trauma-informed and culturally responsive marketing strategies to include in-person and virtual community engagement, leveraging of social media platforms and partnership collaboration alongside traditional forms of advertising.

6. Ensure QRT partners are trained in overdose prevention and response, and cross sector collaboration:

a. Conduct one (1) training with partner agencies in overdose prevention and quick response strategies.

b. Ensure partners are aware of naloxone leave behind and other available harm reduction programs.

7. Maintain the current performance data monitoring plan that includes Government Performance and Results Act (GPRA) collections (directly or through referral agencies) and continuous quality improvement:

a. Maintain a data-tracking/quality improvement and communication system for the QRT that is secure, HIPAA compliant and includes a regular disaggregation of data to ensure services are being provided to communities of color, individuals who may be unhoused and others who are at an increased risk of overdose and health disparities.

b. Participate in KORE learning and resource sharing community through digital and in-person meetings.

8. Leverage diverse funding streams and resources to sustain and maximize impact of QRT:

a. Maintain a robust sustainability plan that includes, at minimum, two (2) specific strategies for long-term sustainability of the program.

9. Hold regular meetings with the steering committee, advisory board, Board of Directors, or other project governance to ensure ongoing development and improvement of QRT services.

~~10. Notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tag line: "This project is supported by the Kentucky Opioid Response Effort (KORE) via Substance Abuse and Mental Health Services Administration (SAMHSA) Grant H79TI085782."~~

2.02 Reporting Requirements

Lexington Fayette Urban County Government shall:

1. Complete an intake Government Performance and Results Act (GPRA) with 100% of consenting individuals with a history or OUD and/or stimulant use disorder and a six (6) month follow-up interview with at least 80% of individuals who complete an intake. Data shall be submitted to the Web Infrastructure for Treatment Services (WITS) platform within fourteen (14) days of service delivery.

2. Collect and report client demographics for all persons with OUD and/or stimulant use disorder served through ~~SOR~~KORE-funded services. Data shall be submitted, at a minimum, on a ~~quarterly~~ monthly basis by the 15th of the following month ~~January 15th, April 15th, July 15th, and October 15th~~ to ~~the Web Infrastructure for Treatment Services (WITS) platform within fourteen (14) days of service delivery and submitted monthly by the 15th of each month to~~ KOREReporting@ky.gov a DBHDID-approved data portal.

3. Track QRT service delivery and outcomes. Outcomes shall include, but not be limited, to the following:

a. Description of persons engaged (e.g., person with substance use disorder, family member, friend, etc.)

b. Service types initiated (e.g., residential, outpatient, harm reduction, shelter, etc.).

c. Outcome of visit and follow-up plan (e.g., individual not home, will return within 48 hours; individual declined participating in all services but consented to continued QRT follow-up calls and visits, etc.

4. ~~If applicable, s~~Submit ~~monthly~~ quarterly training reports on any trainings conducted as a part of KORE-funded activities. Reports shall be submitted quarterly for the QRT program by January 15th, April 15th, July 15th, and October 15th to KOREReporting@ky.gov~~are due no later than fifteen (15) days following the end of each month~~.

Reports shall include, but not be limited, to the following information:

a. Date of training.

b. Type of training/Content focus.

c. Number of individuals attending training; and d. Professional type for each trainee (physician, social worker, etc.).

2.03 Subcontractors

Subcontractors may be used upon approval of DBHDID.

2.04 CHFS/Department for Behavioral Health, Developmental and Intellectual Disabilities Responsibilities

DBHDID is responsible for providing technical assistance, oversight, and coordination for the provision of services under this contract.

2.05 Monitoring Requirements

DBHDID may conduct an annual program performance and compliance site review of Lexington Fayette Urban County Government. Monitoring may consist of an offsite review of data and documentation as well as an on-site review of operations and documentation. A summary report will be provided to Lexington Fayette Urban County Government. and may require submission of a corrective action plan.

SECTION 3 – PRICING/INVOICING

Funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a "subrecipient" agreement or a subaward of federal financial assistance.

Submit a monthly invoice for expense reimbursement which shall include a detailed accounting of expenditures by activities including personnel and other operating expenses. The current approved budget is attached to this contract, with understanding that individual line items within the budget are subject to change, as appropriate, but not to exceed the total contract amount of ~~$50,000$100,000~~ $300,000.

Services shall be provided and reimbursed in accordance with the approved budget attached. Please refer to Attachment A.

Invoices for payment shall be submitted to KOREinvoice@ky.gov by the 15th day of the month for the previous month's services, activities, etc. pursuant to the scope of work.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.

2. PON2 number that invoice(s) are using for funding.

3. ~~Clearly listed dates of service (from and to)~~Commodity Line and subfunction from which to pay.

   ~~Example~~

   ~~Monthly Invoice: Dates of Service from: July 1, 20XX, to: July 31, 20XX.~~

4. Clearly list dates of service (from and to).

~~4~~5. Date of Invoice (date invoice is prepared).

~~5~~6. Total amount due for the current billing cycle.

~~6~~7. Cumulative total for all invoices to date.

~~7~~8. Detailed description of services provided.

9. Expenditures for each budget category during the invoicing period.

Invoices that do not contain the above requirements will be rejected and returned to the Contractor for re-invoicing.

SAMHSA grant funds may not be used to purchase, prescribe, or provide marijuana or treatment using marijuana. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to ensure that Federal funding is expended in full accordance with U.S. statutory and public policy requirements); 21 U.S.C. 812(c)(10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana).

Funds may not be expended through the grant or a subaward by any agency which would deny any eligible client, patient or individual access to their program because of their use of MOUD for the treatment of substance use disorders (e.g., methadone, buprenorphine products including buprenorphine/naloxone combination formulations and buprenorphine monoproduct formulations, naltrexone products including extended-release and oral formulations or implantable buprenorphine.) Specifically, patients must be allowed to participate in methadone treatment rendered in accordance with current federal and state methadone dispensing regulations from an Opioid Treatment Program and ordered by a physician who has evaluated the client and determined that methadone is an appropriate medication treatment for the individual's opioid use disorder. Similarly, medications available by prescription or office-based implantation must be permitted if it is appropriately authorized through prescription by a licensed prescriber or provider. In all cases, MOUD must be permitted to be continued for as long as the prescriber or treatment provider determines that the medication is clinically beneficial. Grantees must assure that clients will not

be compelled to no longer use MOUD as part of the conditions of any programming if stopping is inconsistent with a licensed prescriber's recommendation or valid prescription.

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

~~The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department named on page 1 of this Contract and approved by the Division of Procurement and Grant Oversight the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:~~

A valid contract between the Parties consists of the following:

1. This written ~~a~~Agreement, all attachments ~~thereto~~, and any subsequent written amendments to this Agreement; and

2. The Contractor 's final written budget or proposal.

In the event of any conflict between ~~or among~~ the Contract provisions ~~contained in the Contract~~, the order of precedence shall be as enumerated above.

4.00.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the ~~Department~~ Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or ~~this~~ his or her authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds ~~at any time~~ that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the ~~Contract Specialist identified on page 1~~ Issuer for consideration and decision.

~~**4.00.03-Notice**~~

~~Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.~~

~~After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist identified on page 1.~~

~~Notices made by the Department to the Contractor shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1.~~

4.00.03-Notice

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist identified on page 1.

Notices made by the Department to the Contractor shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1.

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. ~~However, n~~Neither this Contract nor any rights or obligations ~~hereunder~~ may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the ~~Division of Accounting Services~~ Finance and Administration Cabinet.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused ~~and/or to establish other contracts for additional and/or related services~~.

~~The Commonwealth of Kentucky may undertake~~ The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.01.04-Severability

~~It is understood and agreed by the Parties that if~~ If any part~~, term, or provision~~ of this Contract is held by ~~the courts~~ a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth ~~of Kentucky~~ or the United States of America, the validity of the remaining ~~portions or provisions~~ parts shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part~~, term, or provision~~ held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

4.01.06-Sovereign Immunity

~~The Parties expressly agree that no~~ No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

~~Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures~~ Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events.~~, provided that~~ Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS ~~shall have~~ retains the right to obtain ~~the~~ any necessary services elsewhere in the event of such non-performance by the Contractor. ~~and~~ In this event the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing~~,~~ with confirmation of receipt, as soon as possible of the existence of a force majeure event. To preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the ~~existence of a~~ force majeure event or otherwise waive this right as a defense to a claim by the other Party of non-performance.

4.01.08-Maintenance of Insurance

During ~~the term of~~ this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide ~~or cause to be provided~~ and shall require any Subcontractor to provide ~~or cause to be provided~~ evidence of such coverage upon request.

~~To the extent that~~ If the Contractor and any Subcontractor are not self-insured, each shall~~, in any event,~~ name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall ~~notify CHFS of the evidence of insurance~~ provide proof of coverage within five (5) business days of coverage~~. Notice shall be sent in writing to the Department~~ upon request.

CHFS shall not be responsible for any premiums or assessments on ~~the~~ any policy ~~or policies~~ held by the Contractor or any ~~S~~subcontractor under this Contract. CHFS may, at its sole ~~option~~discretion, pay one or more premiums, if ~~it decides that to do~~ doing so would be in the Cabinet's best interest ~~of the Cabinet~~. Should CHFS exercise this option, ~~it shall be fully reimbursed by~~ the Contractor shall fully reimburse CHFS, either by the Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. ~~CHFS~~ In any subcontract, the Contractor shall require ~~in any subcontracts~~ that ~~the~~ any Subcontractor also provide such notice ~~within five (5) business days~~ to the Contractor and CHFS. ~~The Contractor shall assure and require that any Subcontractor assure that~~ Any insurance ~~is~~ must remain in effect at all times during ~~the life of~~ this Contract. If ~~their respective~~ any insurance coverage expires ~~at any time~~ during ~~the term of~~ this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date~~, to the extent possible,~~ a new Certificate of Insurance evidencing coverage ~~as provided herein~~ for not less than the remainder of the ~~term of this~~ Contract.

4.01.09-Licensure, Certification, and Registration

~~The Contractor shall:~~

~~1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;~~

~~2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and~~

~~3. Produce copies of any required license, registration, and/or certification at the request of CHFS or the Cabinet's designee.~~

The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, the Contractor shall pay any sales, use, personal property, and income taxes ~~arising out of~~ related to this Contract ~~and the transaction contemplated hereby~~. Any other taxes levied upon this Contract~~, the transaction, or the equipment or services delivered pursuant hereto~~ shall be borne by the Contractor.

Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to CHFS ~~by the Contractor,~~ prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on ~~the Contractor's ability to perform under~~ this Contract~~,~~ or ~~on~~ if applicable, ~~any Subcontractor's ability to perform under their respective~~ subcontracts~~, if applicable~~. ~~Further, the Contractor shall use its best efforts to~~ The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of ~~all~~ any suits, investigations, or other proceedings involving the Contractor related to this Contract. ~~The Contractor shall send written notice to the Department.~~

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting ~~to~~ any individual providing services under the Contract any of the claims, privileges, or rights ~~established or recognized~~ under KRS Chapter 18A or KAR Title 101.

~~At no point shall any~~ No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be ~~considered and deemed to be~~ an employee, volunteer, or independent contractor of the Contractor.

~~In no event shall any~~ No employee, volunteer, or independent contractor of the Contractor ~~be deemed to~~ shall be a third-party beneficiary of this Contract or an agent ~~or an employee~~ of the Commonwealth.

4.01.13 CHFS Discrimination Prohibited

During this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor ~~based on race, religion, color, national origin, sex, disability, age, political beliefs~~ on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, national origin, veteran's status, ~~national origin,~~ or any other protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), the ADA Amendments Act of 2008 (ADAAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, **Section 11(c) of the Food and Nutrition Act of 2008, (as amended at 7 CFR 272.6(a))**, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state and local laws prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause and, if applicable, including the USDA And Justice for All Poster.

The Contractor agrees to post in a conspicuous place a notice informing individuals with limited English proficiency about the availability of free language assistance services in a language that they can understand.

The Contractor agrees to post in a conspicuous place a notice informing individuals with disabilities about the availability of free reasonable modifications and auxiliary aids and services in a format that they can understand. Both notices should also inform the public of the process for requesting these free services.

3. In all program or service solicitations or advertisements related to this Contract and in all solicitations or advertisements for employees related to this Contract the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex (including gender identity and sexual orientation), disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected , disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws.

4. In the event of the Contractor noncompliance with this section, this Contract may be terminated or suspended (in whole or in part~~),~~ and/or other sanctions may be imposed and remedies invoked.

5. In compliance with the prohibition against ~~Disability~~ disability discrimination and ~~in compliance with~~ the implementing guidance for the ~~Americans with Disabilities Act~~ (ADA) and the ADAAA ~~issued by the Department of Justice~~, the Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication.

6. In compliance with the prohibition against ~~National Origin~~ national origin discrimination and, by extension discrimination based on ~~Limited~~ limited English ~~Proficiency~~ proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited English Proficiency. The language services shall:

A. Be consistent with ~~any guidance documents issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities~~ UDSA Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With limited English proficiency (79 FR 70771) at https://www.federalregister.gov/documents/2014/11/28/2014-27960/guidance-to-federal-financial-assistance-recipients-regarding-the-title-vi-prohibition-against;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., qualified and competent oral interpretation and written translation services; training of staff; ~~note~~ notice to LEP persons of availability of language access assistance; monitoring compliance, etc.).

4.01.14-Staffing

Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in any way, prohibits their employment for or performance of the services required herein, including but not limited

to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify CHFS.

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor ~~under the terms and conditions of this Contract~~ shall be ~~delivered~~ in accordance with all applicable federal and state statutes and regulations. ~~:~~

~~1. All applicable federal and state statutes and regulations as they are currently in effect;~~

~~2. All commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and~~

~~3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and CHFS and submitted to a federal agency.~~

4.02.02-Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

~~The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.~~

4.02.03-Subcontractors

~~Sub-contractors~~ Subcontractors are allowable to ensure all services can be completed. Before engaging a Subcontractor ~~not identified in the Contractor's response~~ or replacing a Subcontractor ~~identified in the Contractor's response~~, the Contractor will notify ~~the agency~~ CHFS and provide ~~the agency with~~ information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. ~~The agency~~ CHFS reserves the right to approve or disapprove any proposed Subcontractor ~~proposed by the prime Contractor; such approval shall not be unreasonably withheld~~.

~~All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor.~~

4.02.03.01-Responsibility for Subcontractor Contract Requirements

All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's ~~shall have a Contract~~ contract with any Subcontractor ~~that the Contractor contracts with~~ related to ~~meet the statement of work, method of payment, and deliverables of~~ this Contract ~~that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the Subcontractor~~ shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. ~~Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the Subcontractor's section.~~ If requested, ~~The~~ the Subcontractor must make available to the Contractor and ~~to~~ CHFS, ~~if requested,~~ copies of personnel records and documentation of employees' compliance with ~~the terms and conditions of~~ this Contract.

~~No obligation or right of the Contractor under this Contract shall be subcontracted to another, without the prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. the Contractor, upon the Cabinet's request, shall submit the subcontract for approval to the Contract Specialist identified on page 1.~~

~~Prime~~ Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for ~~programmatic and fiscal~~ compliance with ~~the terms and conditions of~~ this Contract and ~~those~~ the specific provisions ~~set out under of~~ the Contractor's contract with the Subcontractor. ~~the Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with Subcontractors~~.

~~The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials that are pertinent to this Contract or Subcontract, to make monitoring, auditing, examination, excerpts, and transcriptions.~~

4.02.04-Indirect Cost

Except as ~~otherwise~~ authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

The Contractor shall comply with ~~the~~ state and federal ~~rules and regulations~~ law governing access to and use of information and data provided by CHFS or collected by the Contractor.~~, and~~ The Contractor will use such information or data only for ~~those~~ purposes expressly ~~delineated, defined, and~~ authorized in this Contract. ~~the Contractor shall comply with the applicable provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall instruct its employees to use the same degree of care as it uses with its own data to will keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.~~ The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect.

Any dissemination of information about projects funded and the scope of work ~~described in the terms and conditions~~ of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation~~, electronic or otherwise,~~ of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

~~The Contractor shall permit unrestricted access on demand to personnel of the~~ The Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, ~~and~~ or any representative of a government funding agency authorized to review records for audit or investigation purposes shall have unrestricted access on demand to ~~its current~~ the Contractor's policies and procedures for ~~ensuring~~ compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and Subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;

2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or

4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

If applicable, ~~The~~ the Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall ~~take action to~~ comply with and shall ensure ~~its or a Subcontractor's compliance with or correction of~~ any finding of noncompliance with any law, regulation, audit ~~requirement,~~ inspection, or generally accepted accounting principle relating to ~~the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under~~ this ~~section~~ contract. ~~This action~~ The Contractor will ~~include~~ provide ~~Contractor's delivery to~~ CHFS, for CHFS' approval, a Corrective Action Plan that addresses the deficiencies identified in any audit~~(s)~~, review~~(s)~~, or inspection~~(s)~~ within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any ~~finding of~~ noncompliance ~~under this section~~ finding that impacts or is~~:~~ is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.10-Performance-Based Penalties.

~~1. Required by a Kentucky or federal law, regulation, rule, or other audit requirement relating to the Contractor's business;~~

~~2. Performed by the Contractor as part of this Contract; or~~

~~3. Necessary due to the Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on the Contractor; or~~

~~4. Deficiencies may also result in the assessment of penalties as described in Section 4.02.10-Performance-Based Penalties.~~

4.02.09-Research Project Approval and Institutional Review Board Requirements

~~Any~~ If applicable, any proposed research project ~~undertaken~~ under ~~the terms and conditions of~~ this Contract shall follow the procedures and protocols ~~established under~~ in 920 KAR 1:060 ~~that provide~~ which provides for ~~a~~ the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with ~~federal regulations~~ 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB)~~, which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS~~. The CHFS project manager ~~assigned by CHFS~~ will provide all documentation and protocols for review and approval by the CHFS ~~Institutional Board~~(IRB). No research may begin until ~~the Board~~ the IRB reviews and approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance.

If the Cabinet elects not to exercise ~~any of the~~ a penalty clause~~s herein in a particular instance,~~ this ~~decision~~ shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. ~~In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.~~

The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the ~~Department's representative~~ designated ~~by the Department~~ Agency Contact within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative ~~regarding a Letter of Concern~~, the Department ~~shall~~ may proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall ~~delineate~~ describe the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by the Finance and Administration Cabinet or the ~~Department~~ Cabinet, which may accept the plan as submitted, may accept the plan with specified modifications, or ~~may~~ reject the plan within ten (10) business days of receipt. The Cabinet may reduce the time allowed for corrective action depending on the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt ~~of the Letter of Concern~~ may result in up to a $500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a $1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the ~~nature of the~~ deficiency. The Contractor shall request an extension of time in writing from the designated representative ~~designated in the Letter of Concern or the written deficiency notice~~ and state. The ~~written~~ request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms ~~Section 3.00~~ Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.11-Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents ~~completed~~ for this Contract, contact the ~~Contract Specialist~~ Issuer identified on page 1.

4.02.12-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data, ~~or~~ communication or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements ~~of CHFS~~. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne ~~solely~~ by the Contractor.

4.02.13-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by ~~and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act,~~ KRS 61.931, ~~KRS 61.932, KRS 61.933, and -KRS 61.934, (the "Act"),~~ shall secure and protect the Personal Information by~~, without limitation,~~ complying with all ~~requirements~~ applicable ~~to non-affiliated third parties set forth in the Act. The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification~~ requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. ~~the Act.~~

~~The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. The notification shall be in writing on a form developed by the Commonwealth Office of Technology.~~

~~The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.~~

~~The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.~~

~~Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.~~

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, and that are at least as

stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of KRS 61.931- KRS 61.934.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

~~It is agreed by the Parties that in~~ In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it ~~pursuant to~~ under this Contract, ~~or to the provisions of~~ KRS Chapter 45A, or ~~any remedy that is available to it~~ by law. The remedies ~~available to CHFS~~ may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages ~~by the Contractor to CHFS for noncompliance as provided for in this Contract~~.

4.03.02-Transition/Turnover/Closure

~~In the event CHFS requires a transition after a non-renewal or termination by either party, CHFS shall notify the Contractor at the same time CHFS serves notice of the non-renewal or termination, as the case may be.~~

~~Upon receipt of notice of termination of the Contract from CHFS, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.~~

In the event of insolvency, bankruptcy, dissolution, withdrawal, or the closure of business operations, the Contractor shall give the Commonwealth at least thirty (30) days written notice of such closure. In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, or the Contractor's closure of business operations, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS (or its designee) to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.

2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor. ~~CHFS shall ensure the cooperation of the new Contractor to facilitate a smooth transition.~~

3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document ~~by CHFS, CHFS shall review the document and~~ within fourteen (14) calendar days CHFS shall provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records~~, as~~ needed ~~to provide~~ for an orderly transition. If CHFS determines ~~upon review~~ that the Transition Document is missing necessary information, CHFS shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a ~~full and~~ complete ~~accounting and~~ report ~~as of the date of termination about~~ on the status of services. This report shall be provided to CHFS ~~within twenty-one (21) days of the effective~~ by the close of business on the date of termination.

5. Deliver a complete accounting report to CHFS within ninety (90) days of the effective date of termination.

~~5~~6. Transfer all documents and records of ~~every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain~~ pertaining to this Contract~~, including but not limited to, all those listed in the contract,~~ in its possession within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.

~~6~~7. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and ~~shall~~ provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.

~~7~~8. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

9. If the Commonwealth determines the Vendor was providing necessary, direct public services, the Vendor shall also notify any individual receiving such services of the non-renewal, termination, or closure of business operations and advise the individual of reasonable, alternative service options. The Vendor shall provide written certification to the Commonwealth once all individuals have been notified.

Such cost will be determined by the Finance and Administration Cabinet pursuant to KRS 45A.230.

4.03.03 Disputes

The parties agree to take reasonable steps to resolve any disputes arising under this Contract.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the ~~firm~~ Contractor or its services are endorsed or preferred by the Commonwealth of Kentucky.

4.04.02-Bankruptcy

In the event the Contractor becomes ~~the subject~~ a debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;

2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and

3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-Code of Ethics

The Contractor and all ~~professional~~ personnel who may provide services under this Contract or any subcontract with the Contractor shall ~~be familiar with and~~ abide by any ~~and all code~~ applicable codes of ethics or conduct ~~as designated by CHFS that have been established by a national or regional association and are generally recognized as being applicable~~. Failure of the Contractor to abide by ~~the~~ applicable ~~code~~ codes of ethics ~~shall~~ or conduct may result in the immediate termination of the ~~c~~Contract.

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

~~The~~ If applicable, the Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any~~, and all~~ research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with ~~the provisions of~~ 42 CFR Part 93 ~~as amended,~~ and shall be made available, upon request, to CHFS. The Contractor shall immediately ~~report to~~ notify CHFS of any activity reported to the Contractor under ~~these terms and conditions. Notice shall be sent in writing to the Department~~ this section.

4.04.06-Intellectual Property

~~The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by the Department to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to CHFS for the Cabinet's use upon request and without charge. Any use of these materials other than to meet the terms and conditions of this Contract must be reviewed and approved in advance by CHFS.~~

~~If any of these materials are included in any publication, training materials, or presentations, or for any other type of release of this material other to meet the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Contractor under this Contract.~~

~~Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:~~

~~1. Patents;~~

~~2. Trademarks as proposed or registered with the U.S. Patent and Trademark Office; or~~

~~3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.~~

Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

~~4.04.07-Certification Regarding Drug-Free Workplace~~

~~The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:~~

~~1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;~~

~~2. Establish an ongoing drug-free awareness program to inform employees about:~~

~~A. The dangers of drug abuse in the workplace;~~

~~B. The Contractor's policy of maintaining a drug-free workplace;~~

~~C. Available drug counseling, rehabilitation, and employee assistance programs; and~~

~~D. The penalties that may be imposed upon employees for drug abuse violation.~~

~~4.04.08-Data Use Agreement~~

~~Not Required~~

4.04.~~09~~07-Business Associate Agreement

If applicable ~~The~~ the Contractor shall comply with ~~and execute~~ the attached Business Associate Agreement (BAA). ~~that is in accordance with HIPAA and outlines the requirements imposed by the Health Information Technology for Economic and Clinical Health (HITECH) Act, as enacted by the American Recovery and Reinvestment Act of 2009.~~

For the purposes of the Business Associate Agreement the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services
275 East Main Street
Frankfort, KY 40621

Business Associate:

Lexington Fayette Urban Co Government
200 E Main Str.
Lexington, KY, 40507

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II~~, regarding Contract provisions for non-federal entity Contracts under federal award~~.

~~The following terms shall apply:~~

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall ~~agree to~~ comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor ~~shall certify,~~ certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment. For this certification, “Principals,” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor 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. 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 $10,000.00 and not more than $100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds, unless ~~and except as~~ specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies with any single item purchase of $5,000.00 or greater (capital expenditures), requires prior approval by the Cabinet and the federal agency before the federal government will allow the costs in accordance with 2 CFR~~,~~ Part 200.

5.00.05 Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216, ~~Prohibition on certain telecommunications and video surveillance services or equipment~~ Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322: ~~Domestic preferences for procurements.~~

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR § 200.323: ~~Procurement of recovered materials.~~

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2024

1.00 Effective Date
All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of $50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 EEO Requirements
The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause
Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision
The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours
The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records
The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for

the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment

without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative 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. 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.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to 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.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 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 No. 11246 of September 24, 1965, as amended, 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 agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Approvals

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

CHFS Cabinet Approval:

Signature

Title

Printed Name

Date

Contractor Approval:

Signature

Mayor

Title

Linda Gorton

Printed Name

Date

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Date

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE MODIFICATION NO. 2 TO THE AGREEMENT WITH KENTUCKY OPIOID RESPONSE EFFORT AND TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF $200,000.00 FOR THE COMMUNITY PARAMEDICINE PROGRAM, AND TO EXTEND THE PERFORMANCE PERIOD THROUGH JUNE 30, 2026, NO MATCHING FUNDS ARE REQUIRED 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 Modification No. 2 to the agreement with Kentucky Opioid Response Effort and to accept additional funding in the amount of $200,000.00 for the Community Paramedicine program, and to extend the performance period through June 30, 2026. No local match is required.

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
438-25:MRS:4916-8051-2317, v. 1

RESOLUTION NO. 203 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE MODIFICATION NO. 2 TO THE AGREEMENT WITH KENTUCKY OPIOID RESPONSE EFFORT AND TO ACCEPT ADDITIONAL FUNDING IN THE AMOUNT OF $200,000.00 FOR THE COMMUNITY PARAMEDICINE PROGRAM, AND TO EXTEND THE PERFORMANCE PERIOD THROUGH JUNE 30, 2026, NO MATCHING FUNDS ARE REQUIRED 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 Modification No. 2 to the agreement with Kentucky Opioid Response Effort and to accept additional funding in the amount of $200,000.00 for the Community Paramedicine program, and to extend the performance period through June 30, 2026. No local match is required.

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: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

438-25:MRS:4916-8051-2317, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0441-25

File ID:	0441-25	**Type:**	Ordinance	**Status:**	Approved
Version:	2	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/25/2025
File Name:	RLMB Board Terms 2025			**Final Action:**	05/29/2025

Title: An Ordinance amending Section 26-4(3) of the Code of Ordinances, relating to the Rural Land Management Board, to allow members of the Board to serve three (3) consecutive terms. [Dept. of Planning and Preservation, Horn]

Notes: RLMB Board Terms 2025
Ordinance amending Chapter 26, section 26-4(3), of the Code of Ordinances, relating to the Rural Land Management Board, to allow members of the Board to serve three (3) consecutive terms.

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Blue Sheet Memo RLMB Board Terms 2025 (Horn edit) (003).rtf, 0441-25 Ordinance change for change in RLMB terms 4929-5185-0297 v.2.docx, O-035-2025	**Enactment Number:**	O-035-2025
Deed #:		**Hearing Date:**	
Drafter:	Albulena Gjoshi	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
2	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
2	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0441-25

Title

An Ordinance amending Section 26-4(3) of the Code of Ordinances, relating to the Rural Land Management Board, to allow members of the Board to serve three (3) consecutive terms. [Dept. of Planning and Preservation, Horn]

Summary

Authorization to amend the Code of Ordinances, Chapter 26 - Rural Land Management

Board, to allow board members to serve three (3) consecutive terms as recommended by the RLMB. No Budgetary impact. (L0441-25)(Overman/Horn)

Budgetary Implications [select]: NO

Advance Document Review:

Law: { Select Yes, Completed by [Tracy Jones, April 23, 2025]}

Risk Management: {Select Yes/No, Completed by [Official, Date]}

Fully Budgeted [select]: N/A

Account Number: -

This Fiscal Year Impact: $0

Annual Impact: $0

Project:

Activity:

Budget Reference:

Current Balance:

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

FROM: **Beth Overman, PDR Director**
Commissioner Keith Horn
Department of Planning and Preservation

CC: **CAO Sally Hamilton**

DATE: **4/25/2025**

SUBJECT: **Ordinance amending Chapter 26, section 26-4(3), of the Code of Ordinances, relating to the Rural Land Management Board, to allow members of the Board to serve three (3) consecutive terms.**

Request: This is a request to amend the Code of Ordinances, Chapter 26 – Rural Land Management Board, to allow board members to serve three (3) consecutive terms.

Purpose of Request: Chapter 26, section 26-4(3), of the Code of Ordinances currently provides that RLMB board members may serve two (2) consecutive terms. In order to promote continuity in the program, the RLMB recommends the term limit be expanded to allow for three (3) consecutive terms. The proposed change is consistent with term limits for the Board of Adjustment and the Planning Commission, two other land-use related appointed bodies staffed by the Department of Planning and Preservation. This amendment will allow for a transfer of knowledge and leadership for the Purchase of Development Rights program. With the creation of the Small Farm Conservation Easement program, an extension of terms will allow for more experienced board members to remain in service as the program is launched to ensure its success.

This amendment was reviewed by the RLMB on April 23, 2025.

Cost in this Budget year and future budget years: No budgetary impact.

Are the funds budgeted? N/A

File Number: 0441-25

Director/Commissioner: Overman/Horn

ORDINANCE NO. ____ - 2025

AN ORDINANCE AMENDING SECTION 26-4(3) OF THE CODE OF ORDINANCES, RELATING TO THE RURAL LAND MANAGEMENT BOARD, TO ALLOW MEMBERS OF THE BOARD TO SERVE THREE (3) CONSECUTIVE TERMS.

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

Section 1 – That Section 26-4(3) of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

….

(3) No voting member who was originally appointed to the rural land board for less than a four (4) year term and who has served three (3) consecutive full terms after their initial term may succeed themselves until the lapse of twelve (12) months from the end of said consecutive term. No appointed voting member who has served three (3) consecutive full terms may succeed themselves until the lapse of twelve (12) months from the end of said consecutive terms.

…

Section 2 – That, notwithstanding the general term limit restriction contained in Section 4.107(3) of the Council Rules (commonly referred to as the “Fernita Rule”), this amendment shall control for the purposes of membership on the Rural Land Management Board.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK, URBAN COUNTY COUNCIL
PUBLISHED:

4929-5185-0297, v. 2

ORDINANCE NO. 035- 2025

AN ORDINANCE AMENDING SECTION 26-4 OF THE CODE OF ORDINANCES, RELATING TO THE RURAL LAND MANAGEMENT BOARD, TO ALLOW MEMBERS OF THE BOARD TO SERVE THREE (3) CONSECUTIVE TERMS.

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

Section 1 – That Section 26-4 of the Code of Ordinances of the Lexington-Fayette Urban County Government be and hereby is amended to read as follows:

(1) The voting members of the rural land board shall serve a term of four (4) years from the date of appointment, provided the terms of those originally appointed shall be staggered in the following manner: three (3) members shall be appointed for one (1) year; three (3) members shall be appointed for two (2) years; two (2) members shall be appointed for three (3) years; and three (3) members shall be appointed for four (4) years.

(2) Vacancies in the voting membership shall be filled for an unexpired term in the manner prescribed for the original appointment. The membership of the ex officio non-voting members shall be terminated upon leaving the specified offices.

(3) No voting member who was originally appointed to the rural land board for less than a four (4) year term and who has served three (3) consecutive full terms after his initial term may succeed himself until the lapse of twelve (12) months from the end of said consecutive term. No appointed voting member who has served three (3) consecutive full terms may succeed himself until the lapse of twelve (12) months from the end of said consecutive terms.

(4) A voting member of the rural land board shall be removed only by a majority vote of the council, and only for cause, except that a member of the board shall automatically be removed by operation of law in the event of three (3) unexcused absences, whether consecutive or non-consecutive, in any two (2) year period or in the event of absence from twenty-five (25) percent of the meetings in any two (2) year period. An unexcused absence is any absence in which the chair of the board or the rural land staff is not notified of the intended absence at least twenty-four (24) hours in advance of a regularly scheduled meeting. In the event of three (3) unexcused absences or the absence from twenty-five (25) percent of the

meetings over any two (2) year period, within the meaning of this section, the rural land staff shall notify the mayor and council administrator that a vacancy exists on the rural land board.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

PUBLISHED: June 6, 2025-1t

0441-25:TWJ:4929-5185-0297, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0442-25

File ID:	0442-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	132-2025	**In Control:**	Urban County Council
				File Created:	04/25/2025
File Name:	MOU - Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF)			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation to formalize the Joint Terrorism Task Force. [Div. of Police, Weathers]

Notes: RIO 4/29/2025 ms

SAF in the CCO. Returned to Renita Happy 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Cover Memo - MOU - FBI - JTTF.pdf, Memorandum of Understanding - FBI - Joint Terrorism Task Force (JTTF).pdf, 442-25 fbi terriosim 4899-0855-5069 v.1.doc, R-228-2025, Contract #132-2025	**Enactment Number:**	R-228-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0442-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation to formalize the Joint Terrorism Task Force. [Div. of Police, Weathers]

Summary

Authorization to accept the Memorandum of Understanding with the Federal Bureau of Investigation, Joint Terrorism Task Force. This is a renewal and is to formalize the relationship between the FBI and the Lexington Police Department to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. No Budgetary impact. (L0442-25)(Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, April 21, 2025

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 25, 2025

SUBJECT: Memorandum of Understanding - Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF)

Request
Authorization to accept the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation, Joint Terrorism Task Force (JTTF). This is a renewal.

Why are you requesting?
This MOU is to formalize the relationship between the FBI and the Lexington Police Department (LPD) in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. This MOU also delineates the responsibilities and commitments of the FBI and LPD in the Louisville Field Office and JTTF. This MOU shall be reviewed every three years, but may be terminated at any time upon written mutual consent. We are requesting Council Approval for Mayor Gorton to sign the document. Upon approval and signing, please forward copy of MOU to the Chief's Office. If you have any questions or require additional information, please contact my office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A

File Number: 0442-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE DIVISION OF POLICE

(the "Participating Agency")

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Participating Agency. The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Participating Agency in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

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This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the Louisville Field Office and Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

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STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Participating Agency agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Participating Agency.
- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Participating Agency.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Participating Agency must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Participating Agency. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Participating Agency will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Participating Agency's policy concerning the use of deadly force.

Less-than-Lethal Devices

- Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in JTTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.
- The Participating Agency of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF

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personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

- The Participating Agency of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or it's successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the

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FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Participating Agency provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Participating Agency, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Participating Agency. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Participating Agency may be requested to enter into an additional agreement if an employee of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF -related

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information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI JTTF SSA.

- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Participating Agency agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator controlled caveats.
- The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Participating Agency for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the

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Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions.

- The Participating Agency JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Participating Agency will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Participating Agency is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Participating Agency (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.
- Employees of the Participating Agency (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Participating Agency while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Participating Agency that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.

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- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Participating Agency from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Participating Agency authorization, prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

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General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Participating Agency's JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.

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- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

Any Participating Agency may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any remaining

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Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

FORFEITURE

The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to JTTF investigations may be equitably shared with the agency participating in the JTTF.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the JTTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

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SIGNATORIES:

_____ Date: 4/1/2025

Michael Stansbury
Special Agent in Charge
Federal Bureau of Investigation
Louisville Division

_____ Date: _____

Lawrence B. Weathers
Chief of Police
Lexington Police Department

_____ Date: _____

Linda Gorton
Mayor
Lexington-Fayette County Government

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RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION TO FORMALIZE THE JOINT TERRORISM TASK FORCE.

_____
_

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 the Federal Bureau of Investigation to formalize the Joint Terrorism Task Force.

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
442-25:MRS: 4899-0855-5069, v. 1

RESOLUTION NO. 228-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION TO FORMALIZE THE JOINT TERRORISM TASK FORCE.

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 the Federal Bureau of Investigation to formalize the Joint Terrorism Task Force.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

442-25:MRS: 4899-0855-5069, v. 1

Louisville Field Office

JOINT TERRORISM TASK FORCE (JTTF)

Standard Memorandum of Understanding

Between

THE FEDERAL BUREAU OF INVESTIGATION

and

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE DIVISION OF POLICE

(the "Participating Agency")

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Participating Agency. The FBI and the Participating Agency are also referred to herein individually as a Party or collectively as the Parties.

AUTHORITIES

The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 34 U.S.C. § 10211, 28 C.F.R. 0.85, Executive Order 12333, as amended, the Attorney General Section 905 Guidelines Regarding Disclosure of Foreign Intelligence Acquired in a Criminal Investigation (September 23, 2002); the Attorney General Guidelines for FBI Domestic Operations (AGG-DOM); Annex II to NSPD-46/HSPD-15; NSPD-54/HSPD-23; NSPM-36; and 18 U.S.C. § 1030, 50 U.S.C. § 1801, et seq.

PURPOSE/PREAMBLE

This MOU is to formalize the relationship between the FBI and the Participating Agency in order to maximize cooperation and to create a cohesive unit capable of addressing the most complex terrorism investigations. For purposes of this MOU, all mentions of JTTF also include the National Joint Terrorism Task Force (NJTTF).

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This MOU delineates the responsibilities and commitments of the FBI and the Participating Agency in the Louisville Field Office and Joint Terrorism Task Force.

This MOU is not intended to, and should not be construed to, create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agency, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

The mission of the JTTF is to leverage the collective resources of the Parties for the prevention, preemption, deterrence and investigation of terrorist acts that affect United States interests, and to disrupt and prevent terrorist acts and apprehend individuals who may commit or plan to commit such acts. To further this mission, the JTTF shall serve as a means to facilitate information sharing among JTTF participating agencies.

SUPERVISION AND CONTROL

- All JTTF personnel, once on-board, will be under the supervision of the FBI while working on the JTTF to which they are assigned.
- Overall command and management of the JTTF shall be the responsibility of the NJTTF Section Chief (SC) and his/her designee at the level of FBI Headquarters (FBIHQ) or the Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) of the FBI field office to which the JTTF personnel are assigned, and his/her designee.
- All guidance on investigative matters handled by the JTTF will be issued by the Attorney General (AG) or the FBI. The FBI will make available to the Participating Agency applicable guidelines and policies, including the AGG-DOM and the FBI's Domestic Investigations and Operations Guide (DIOG).
- The ADIC, SAC or the SC shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the JTTF. Staffing issues are the responsibility of the FBI chain of command.
- In order to comply with Presidential Directives, the policy and program management of the JTTF is the responsibility of FBI Headquarters (FBIHQ). The operational chain of command beginning at the highest level, in each JTTF will be as follows: ADIC (if assigned), SAC or SC, Assistant Special Agent in Charge (ASAC) or Unit Chief (UC), and JTTF SSAs.
- Each FBI ADIC, SAC, or SC, through his or her chain-of-command, is responsible for administrative and operational matters directly associated with the JTTF. Operational activities will be supervised by FBI JTTF SSAs. Staffing issues are the responsibility of the FBI chain of command.
- The relevant FBI JTTF SSA will be responsible for opening, monitoring, directing, and closing JTTF investigations in accordance with existing FBI policy and the applicable United States AG Guidelines.
- Assignments of cases to personnel will be based on, at a minimum, experience, training, and performance in addition to the discretion of the relevant JTTF SSA.

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STAFFING COMMITMENT AND RESPONSIBILITIES

- In light of the significant cost and effort in on-boarding new JTTF personnel, as well as the need for continuity to successfully combat national security, criminal, and cyber threats, attacks, and intrusions, the Participating Agency agrees to provide its personnel to the FBI JTTF for a period of at least two (2) years. This MOU imposes no maximum limit as to the time that any individual may remain on the JTTF. The FBI retains discretion over the length of service of JTTF personnel, in coordination with the Participating Agency.
- During periods of heightened threats and emergencies, the JTTF may need to operate 24-hours a day for an extended period of time. To function properly, the JTTF depends upon the unique contributions of each Participating Agency. During these periods, all JTTF personnel are expected to support JTTF activities unless released to the Participating Agency.
- Due to the operational needs of the JTTF, assignment of full time JTTF personnel to special details or duties for their home agency outside the JTTF by the Participating Agency must be coordinated with the relevant JTTF SSA.
- Although JTTF personnel will report to his/her Participating Agency for non-investigative administrative matters, leave requests will be coordinated with the JTTF SSA to ensure staffing availability.
- JTTF personnel must adhere to the FBI's ethical standards and the Supplemental Standards of Ethical Conduct for employees of the Justice Department, and the same rules and regulations as FBI employees with regard to security policies, conduct and activities while in FBI space, the handling of FBI property, the operation of FBI vehicles, and the conduct of JTTF business.
- Continued assignment to the JTTF will be in coordination with the ADIC,SAC or SC, and the Participating Agency. The FBI ADIC, SAC or SC retains the discretion to remove any JTTF personnel from the JTTF.
- JTTF personnel are subject to removal from the JTTF by the FBI for any violation of any provision of this MOU, the FBI's ethical standards, the Supplemental Standards of Ethical Conduct for employees of the Department of Justice, any other applicable agreements, rules, and regulations, or at the discretion of the FBI.
- JTTF personnel must sign an acknowledgment of their respective roles and responsibilities before coming on-board.
- All JTTF personnel are required to attend FBI legal training in compliance with FBI regulations and any other training deemed mandatory and/or necessary by the FBI chain of command. The FBI is responsible for the costs of such training. The Participating Agency will bear the costs of its training required of its own employees.
- The participation of other federal, state, local, tribal, and territorial partners on the JTTF is critical to the long-term success of the endeavor. Due to congressionally mandated reporting, articulating the level of effort for these partnerships is a key measure of the JTTF's performance. Accordingly, all JTTF personnel will be required to record their workload in the Time Utilization Recordkeeping (TURK) system used by the FBI.
- The Participating Agency will ensure that detailed JTTF personnel are medically qualified according to the agency's standards to perform JTTF duties, including law enforcement duties, functions, and responsibilities.

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DEFINITION OF JTTF PERSONNEL

As used in this MOU, the term "JTTF personnel" means and includes Task Force Officer, Task Force Member, and Task Force Participant, as those terms are defined in the Joint Task Force Policy Guide (1178PG) section4.3. This section of the JTFPG is available should it be requested.

DEPUTATION

State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the JTTF must be federally deputized under Title 18 of the USC while assigned to the JTTF. The FBI may likewise require federal LEOs who serve on the JTTF to be deputized while assigned to the JTTF. The FBI will secure the required authorization for deputations, as needed.

Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the JTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SECURITY CLEARANCE

JTTF personnel may be required to handle sensitive and classified information, have access to classified systems, and/or have access to secure office space. Therefore, JTTF personnel must obtain and maintain a Top Secret clearance and access to Sensitive Compartmentalized Information (SCI) in accordance with the FBI's Security Division Policies.

All JTTF personnel will execute non-disclosure agreements deemed necessary by the FBI for the protection of classified and sensitive information, including but not limited to an SF-312, Classified Nondisclosure Agreement. Supervisors in the Participating Agency responsible for the JTTF personnel may only be provided with classified information in accordance with FBI policy, if they have the appropriate security clearance to receive the classified information, and the requisite "need to know."

All members of the JTTF must certify they have not failed an FBI polygraph at any time. If a potential JTTF member has at one time failed a FBI polygraph, they are not eligible to be in FBI space and, therefore, not eligible to be a member of the task force.

DEADLY FORCE POLICY

Non-FBI JTTF personnel will follow the Participating Agency's policy concerning the use of deadly force.

Less-than-Lethal Devices

- Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in JTTF operations must be made aware of and adhere to the policy and its limits on DOJ officers.
- The Participating Agency of each individual assigned to the JTTF will ensure the agency's policies and procedures for use of any less-than-lethal device that will be carried by JTTF

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personnel are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

- The Participating Agency of each individual assigned to the JTTF will ensure that, while the individual is participating in FBI-led JTTF operations in the capacity of JTTF personnel, the individual will carry only less-than-lethal devices the Participating Agency has issued to the individual, and on which the individual has been trained, in accordance with the agency's policies and procedures.

BODY WORN CAMERAS

- Task Force Officers (TFOs), including those federally deputized, enforcing federal law while assigned to the JTTFs under federal supervision and wearing FBI-owned body worn cameras (BWC) must comply with the processes and procedures set forth in BWC Policy Note (PN) 1216N (or it's successor), including those covering authorized use and activation of BWCs by TFOs in FBI cases.
- TFOs may comply with the FBI's BWC policies, processes, and procedures by wearing and using their home agencies' BWC equipment during FBI pre-planned arrests and searches.
- TFOs electing to use their home agencies' BWC equipment must wear and use their home-agencies' BWCs in accordance with the FBI's BWC policy, during, and after any FBI pre-planned arrests or searches.
- TFOs will provide the FBI with copies of any BWC recordings resulting from FBI pre-planned arrests or searches within 48 hours of the conclusion of the operation. BWC recordings obtained from TFOs are to be considered copies, with their home agencies retaining the originals.
- Agencies intending to release their home agencies' BWC recordings resulting from FBI pre-planned arrests or searches will notify the relevant FBI Assistant Director in Charge (ADIC)/Special Agent in Charge (SAC) as soon as practicable, but no less than 72 hours prior to release. State, local, tribal, and territorial agencies may not release BWC recordings of FBI pre-planned arrests or searches pursuant to state, local, tribal, or territorial laws or regulations, absent the consent of the FBI. Following intended release notifications, ADICs/SACs will coordinate with the TFOs' home agencies to discuss any necessary redactions or withholdings of the BWC recordings prior to public release to protect the privacy and other interests of the FBI, law enforcement personnel, or victims.

COORDINATION

Intelligence, law enforcement, and operational actions will be coordinated and cooperatively carried out within the JTTF. The Participating Agency will not knowingly act unilaterally on any matter affecting the JTTF. The Parties agree the matters designated to be handled by the JTTF shall not knowingly be subject to non-JTTF or non-FBI intelligence, law enforcement, or operational efforts by the Participating Agency. All law enforcement actions will be coordinated and cooperatively carried out.

The JTTF's criminal investigative procedures will conform to the requirements of the FBI and for federal prosecution. It is expected that the appropriate United States Attorney, in consultation with the

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FBI and affected JTTF partners, will determine on a case-by-case basis whether the prosecution of cases will be at the federal or state level, based upon which would better advance the interests of justice.

All media releases involving JTTF matters will be conducted by the FBI. No press release involving a JTTF matter will be issued without prior FBI approval.

CONFIDENTIAL HUMAN SOURCES

- The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-JTTF personnel will be limited to those situations where it is essential to the effective performance of the JTTF, and only after approval by an FBI supervisory employee. These disclosures will be consistent with applicable FBI guidelines.
- Non-FBI JTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the JTTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
- In those instances where the Participating Agency provides a CHS, the FBI may, at the discretion of the SAC and in coordination with the Participating Agency, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
- The United States AG Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all CHSs opened and operated in furtherance of FBI JTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
- Operation, documentation, and payment of any CHS opened and operated in furtherance of a JTTF investigation must be in accordance with the United States AG Guidelines, regardless of whether the handling agency is an FBI JTTF Participating Agency. Documentation of state, county, or local CHSs opened and operated in furtherance of JTTF investigations shall be maintained at an agreed upon location.
- All JTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. The Participating Agency may be requested to enter into an additional agreement if an employee of the Participating Agency is assigned duties which require the officer to act in an undercover capacity.

INFORMATION SHARING/REPORTS AND RECORDS

- All investigative and intelligence reporting will be prepared and disseminated in compliance with FBI policy, including but not limited to DIOG section 14. Subject to any legal or policy restrictions, copies of documents created for a JTTF matter based upon information obtained from participation on the JTTF by any JTTF personnel will be considered to be federal documents under the control of the FBI and shall be maintained in accordance with FBI records management policy and applicable law. All JTTF materials and investigative records, including any MOUs, originate with, belong to, and will be maintained by the FBI.
- All information learned during the course of a JTTF investigation is subject to FBI information sharing policies and may not be disclosed outside of the FBI without the approval of the FBI JTTF Supervisor. Like any FBI employee, JTTF personnel may not disclose any FBI or JTTF -related

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information outside of the FBI, including any disclosure to the Participating Agency, without the prior approval of the FBI JTTF SSA.

- All JTTF materials and investigative records originate with, belong to, and will be maintained by the FBI, to include but not limited to: MOUs, interview reports (i.e. FD-302), interview notes, surveillance logs, subpoenaed records, or other investigative information. All information generated in the course of investigations by the JTTF will be controlled solely by the FBI and may only be removed from FBI space with the approval of the JTTF SSA. All official records and information will be kept in accordance with established FBI records management and retention policies.
- JTTF personnel are strictly prohibited from disclosing any unclassified information to individuals without a need to know. Like any FBI employee, JTTF personnel are strictly prohibited from disclosing any classified information to individuals who do not possess the appropriate security clearance and a need to know. The Participating Agency agrees to have JTTF personnel sign an FD-868 (Nondisclosure Agreement for Joint JTTF Members, Contractors, Detailees, Assignees, and Interns). This action obligates an individual participating in the JTTF, who is accepting a position of special trust with access to classified and otherwise sensitive information, to be bound by prepublication review to protect against the unauthorized disclosure of such information.
- JTTF information may identify individuals whose information may be protected by the Privacy Act of 1974 and "United States persons" whose information may be protected by Executive Order 12333 (as amended or any successor thereto). All such information shall be handled lawfully pursuant to the provisions thereof.
- JTTF personnel may be required to handle and process Protected Critical Infrastructure Information, as defined by law and regulated by the U.S. Department of Homeland Security (DHS). All JTTF personnel will use and disclose DHS PCII in accordance with applicable law and regulation.
- JTTF personnel must also comply with all applicable dissemination restrictions when sharing information with non-JTTF individuals. Such restrictions include but are not limited to classification rules, grand jury information, foreign government information, and any originator controlled caveats.
- The FBI and the Participating Agency will immediately report to each other every instance wherein data received from each other is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
- The FBI and the Participating Agency agree to abide by the DOJ Privacy, Civil Rights, and Civil Liberties Protection Policy for the Information Sharing Environment (January 25, 2010) to the extent that any JTTF-related information is covered by that policy. At a minimum, the FBI and Participating Agency shall notify each other of any erroneous disclosure of information concerning a U.S. citizen or legal permanent resident alien and take reasonable steps to correct such error.

SALARY/OVERTIME COMPENSATION/FUNDING

- Subject to funding availability and legislative authorization, the FBI may reimburse the Participating Agency for the cost of overtime worked by deputized non-federal LEOs assigned full time to the JTTF, provided overtime expenses were incurred as a result of JTTF related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the

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Participating Agency, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions.

- The Participating Agency JTTF personnel will each report to his or her respective agency for personnel administrative matters. The Participating Agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to an FBI JTTF. The Participating Agency will, at their discretion, solicit input from the JTTF SSA for performance appraisals based on their employees work on the JTTF.
- The FBI will provide office space for all JTTF personnel members and support staff. In addition, the FBI will provide all necessary secretarial, clerical, automation, and technical support for the JTTF in accordance with FBI guidelines and procedures. The FBI will provide all furniture and office equipment.
- The introduction of office equipment and furniture into FBI space by the Participating Agency is discouraged, as any such material is subject to examination for technical compromise, which may result in its being damaged or destroyed.
- Subject to funding availability and legislative authority, the FBI may provide equipment, such as a vehicle (but only to non-federal LEOs who work on the JTTF), fuel purchase card (but only to non-federal LEOs who work on the JTTF), and smart phone, to JTTF personnel for use in carrying out JTTF related duties. Receiving personnel will be required to execute acceptable use agreements before being issued these items.
- As the FBI will not provide vehicles to LEOs from federal agencies, it is the responsibility of the Participating Agency (if federal) to ensure the LEO assigned to the JTTF is assigned a vehicle in a manner which enables them to fully perform the duties as assigned on the JTTF.
- Employees of the Participating Agency (non-federal LEOs only) may be permitted to drive FBI owned or leased vehicles for surveillance, case management and investigation in connection with any JTTF investigation. FBI owned or leased vehicles will only be made available to non-federal LEOs, and may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency (including federal agencies), specifically assigned to the NJTTF may be permitted to drive FBI owned or leased vehicles in connection with NJTTF related duties. FBI owned or leased vehicles may only be used in accordance with applicable FBI rules and regulations.
- Employees of the Participating Agency who are assigned an FBI owned or leased vehicle must sign and abide by the following agreement: "FBI NATIONAL VEHICLE LEASE VEHICLE USE AGREEMENT – NON-FBI PERSONNEL."
- *[non-Federal entities only]* Any civil liability arising from the use of an FBI-owned or leased vehicle by an individual from a Participating Agency while engaged in any conduct other than his or her official duties and assignments under this MOU shall not be the responsibility of the FBI or the United States. To the extent permitted by applicable law, the Participating Agency will hold harmless the FBI and the United States for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by an individual from the Participating Agency that is outside of the scope of his or her official duties and assignments under this MOU.
- For official inventory purposes, all equipment including fuel cards, radios, badges, credentials and other forms of JTTF identification subject to FBI property inventory requirements will, upon request, be produced by each individual who participates in the JTTF.

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- At the completion of an individual's assignment on the JTTF, upon request, or upon withdrawal or termination of the Participating Agency from the JTTF, all FBI equipment and property will be returned to the supplying agency in accordance with FBI policy.
- This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds. Even where one of the Parties to this MOU has agreed (or later does agree) to assume a particular financial responsibility, such Party's express written approval must be obtained before incurring any expense expected to be assumed by the other Party. All obligations of an expenditures by the Parties to this MOU will be subject to each Party's respective budgetary and fiscal processes and availability of funds pursuant to all applicable laws, regulations, and policies. The Parties to this MOU acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years.

TRAVEL

All JTTF related travel of non-FBI personnel requires the approval of the JTTF SSA, and Participating Agency authorization, prior to travel. To avoid delay in operational travel, the Participating Agency will provide general travel authority to all of its participating employees for the duration of the employee's membership in the JTTF.

For domestic travel, JTTF personnel will be responsible for appropriate notifications within his or her Participating Agency, as well as standard FBI travel approvals and notification. The JTTF will obtain FBIHQ authorization and country clearances for JTTF personnel required to travel outside the United States. The FBI will pay costs for travel in accordance with the Federal Travel Regulations of all JTTF personnel to conduct investigations outside the field office or home agency territory.

[FOR DEPARTMENT OF DEFENSE ENTITIES ONLY]:

The Posse Comitatus Act, 18 U.S.C. §1385, prohibits the U.S. Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations and conditions in support of law enforcement) including, but not limited to, Department of Defense Directives 3025.18 and 3025.21, Chapter 15 of Title 10 of the United States Code, dealing with military support for civilian law enforcement agencies, and any other or subsequent rules, regulations, and laws that may address this topic, or that may amend, or modify any of the above provisions. This MOU shall not be construed to authorize any additional or greater authority (than already described) for Department of Defense components to act in the support of law enforcement activities.

LIABILITY

This document nor its contents may be released without prior authorization of FBI Headquarters.

General. The Parties acknowledge that this MOU does not alter applicable law governing any claim for civil liability arising out of any activity conducted pursuant to this MOU or otherwise relating to this MOU. The Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations.

Common Law Tort Claims

- Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C. § 1346(b), and §§ 2671 - 2680.
- For the limited purpose of defending civil claims arising out of JTTF activity, an employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2) The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(1)&(2), are made on a case-by-case basis, and such certification cannot be guaranteed.
- If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S.C. § 2679(d)(3).

Constitutional Claims

- Liability for violations of federal constitutional law may rest with the individual federal agent or officer pursuant to Bivens v. Six Unknown Names Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state officers.
- Federal, state, local, and tribal officers enjoy qualified immunity from suit for constitutional torts, "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known." Harlow v. Fitzgerald, 457 U.S. 800 (1982).
- If any Participating Agency's JTTF personnel are named as a defendant in his or her individual capacity in a civil action alleging constitutional damages as a result of conduct taken within the scope of JTTF-related duties, the individual may request representation by DOJ. 28 C.F.R. §§ 50.15, 50.16.

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- An employee may be provided representation "when the actions for which representation is requested reasonably appear to have been performed within the scope of the employee's employment, and the Attorney General, or his or her designee, determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).
- A written request for representation by JTTF personnel should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the JTTF. The CDC will forward the representation request to the FBI's Office of the General Counsel (OGC), together with a letterhead memorandum concerning the factual basis of the lawsuit. FBI's OGC will then forward the request to the Civil Division of DOJ, together with an agency recommendation concerning scope of employment and DOJ representation. 28 C.F.R. § 50.15(a)(3).
- If any JTTF personnel is found to be liable for a constitutional tort, he or she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his or her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R.§ 50.15(a).
- Determinations concerning legal representation and indemnification by the United States are discretionary and are made by DOJ on a case-by-case basis. The FBI cannot guarantee that the United States will provide legal representation, legal defense, or indemnification to any federal or state employee detailed to the JTTF, and nothing in this MOU shall be deemed to create any legal right on the part of any JTTF personnel.

Express Reservations

- The Parties do not waive any applicable defenses and/or limitations on liability.
- No assignment of rights, duties, or obligations of this MOU shall be made by any Party without the express written approval of a duly authorized representative of all other Parties.

DURATION

This MOU shall be reviewed every three years based upon its effective date, but may be terminated at any time upon written mutual consent of the FBI and the Participating Agency involved. This MOU will remain in effect until it is terminated by written mutual consent of the FBI and Participating Agency, or until such time a new MOU is executed between the FBI and the Participating Agency.

Any Participating Agency may withdraw from the JTTF at any time by written notification to the ADIC, SAC, SC or substantive unit at FBI Headquarters at least 60 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the JTTF will be returned to the supplying Participating Agency. In addition, when a Participating Agency withdraws from the MOU, the Participating Agency will return equipment to the supplying Participating Agency. Similarly, any remaining

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Participating Agency will return to a withdrawing Participating Agency any unexpended equipment supplied by the withdrawing Participating Agency.

FORFEITURE

The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with JTTF operations. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to JTTF investigations may be equitably shared with the agency participating in the JTTF.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the Parties agree to work in concert to achieve the JTTF's mission and objectives. The Parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MODIFICATIONS

This agreement in no manner affects any existing agreements with the FBI or any other agency. This agreement may be amended only by mutual written consent of the parties. The modifications shall have no force or effect unless such modifications are reduced to writing and signed by an authorized representative of the FBI and the Participating Agency.

This document nor its contents may be released without prior authorization of FBI Headquarters.

SIGNATORIES:

Michael Stansbury
Special Agent in Charge
Federal Bureau of Investigation
Louisville Division

Date: 4/1/2025

Lawrence B. Weathers
Chief of Police
Lexington Police Department

Date: 4/28/2025

Linda Gorton
Mayor
Lexington-Fayette County Government

Date: 5/30/25

This document nor its contents may be released without prior authorization of FBI Headquarters.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0444-25

File ID:	0444-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	156-2025	**In Control:**	Urban County Council
				File Created:	04/28/2025
File Name:	July 4th - Hydration Station Agreement with Highbridge Spring Water			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Agreement with Highbridge Spring Water for a hydration station to provide free water to participants of the Bluegrass 10,000 and Fun Run and July 4th Festival at a cost not to exceed $1,500. [Div. of Parks and Recreation, Conrad]

Notes: SAF in the CCO. Returned to Roger via scans 6/13/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Highbridge Bluesheet Agreement Memo 2025 - Signed - Corrected, GET 25 Highbridge Placement Agreement, RESO 0444-25 Highbridge Springs July 4 4925-6102-2780 v.1.docx, R-229-2025, R-156-2025	**Enactment Number:**	R-229-2025
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	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0444-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute the Agreement with Highbridge Spring Water for a hydration station to provide free water to participants of the Bluegrass 10,000 and Fun Run and July 4th Festival at a cost not to exceed $1,500. [Div. of Parks and Recreation, Conrad]

Summary

Authorization to execute an Agreement with Highbridge Spring Water for a hydration station. The hydration station provides free spring water to the participants of the Bluegrass 10,000 and Fun Run plus patrons of the July 4 Festival from 6 a.m. to 3 p.m. at an estimated cost of $1,700. Funds are Budgeted. (L0444-25)(Conrad/Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101 707604 7411 75102

This Fiscal Year Impact: $1,500 (+ est. $200 for paper cups)

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $5,372.52

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: **Linda Gorton, Mayor**
Sally Hamilton, CAO
Urban County Council Members

FROM: **Monica Conrad, Director**
Division of Parks and Recreation

RE: **Agreement with Highbridge Spring Water**

DATE: **April 8, 2025**

Request:

Why are you requesting?
Department needs this action completed because:

This agreement will allow Highbridge Spring Water to deliver the hydration station. The hydration station provides free spring water to the participants of the Bluegrass 10,000 and Fun Run plus patrons of the July 4 Festival from 6 a.m. to 3 p.m.

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

The cost for this FY is: $1,500

The cost for future FY is: $0

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process:

Account number: 1101 707604 7411 75102

File Number: 0444-25

Director/Commissioner: Conrad/Ford

Highbridge Springs Water

Hydration Station Events Trailer Placement Agreement

Highbridge Springs Water Hydration Station rental agreement by and between Highbridge Springs Water, Inc. (HBSW) and ***LFUCG*** for ***Bluegrass 10,000 & Fun Run and July 4 Festival*** on ***July 4, 2025***. HBSW owns all trademarks, trade dress, goodwill, and logos associated with this equipment.

- HBSW agrees to provide an events trailer equipped to dispense HBSW for customer-identified events for a designated length of time.
- HBSW guarantees the trailer is properly sanitized and meets all safety standards.
- HBSW provides up to 450 gallons of water for the event. Should the trailer need replenishing (over 450 gallons) during the event, the customer agrees to a minimum of 150 gallons replenishment.
- HBSW reserves the right to approve trailer placement regarding trailer safety and the ability to navigate set up and pick up.
- Only HBSW-authorized employees can tow, move, and service the trailer.
- The customer assumes all liability and damages while the trailer is on their property and in their custody, except for personal injury or property damage caused by HBSW employees, agents, or representatives while on LFUCG property.
- The customer must be fully insured and understand all damages will be their responsibility except for personal injury or property damage caused by HBSW employees, agents or representatives while on LFUCG property. This includes theft of items, equipment, and/or trailer.
- The customer is required to provide proof of event insurance.
- No additional signage will be placed on the unit without prior approval from HBSW.
- Cups will be provided by the customer or can be purchased from HBSW.
- Terms: Initial fee must be paid in advance of placement. Additional charges are due upon invoice receipt.

Set Up: N. Limestone, Robert F. Stevens Courthouse Plaza		**Pick Up:** N. Limestone, Robert F. Stevens Courthouse Plaza	
07/04/2025	6:00 AM	07/04/2025	3:00 PM

Pricing:

- $2500 for multi-day event (3 days maximum)
- $1500 for one-day event
- Replenishment:
  - $1 per gallon with 150-gallon minimum
  - $50 service fee per refill

HIGHBRIDGE SPRINGS WATER COMPANY, INC

By: Linda Griffin

Its: President

Date: 4/22/25

CUSTOMER

Name: _____

By: _____

Its: _____

Date: _____

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE AGREEMENT WITH HIGHBRIDGE SPRING WATER FOR A HYDRATION STATION TO PROVIDE FREE WATER TO PARTICIPANTS OF THE BLUEGRASS 10,000 AND FUN RUN AND JULY 4TH FESTIVAL AT A COST NOT TO EXCEED $1,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Highbridge Spring Water, for a hydration station to provide free water to participants of the Bluegrass 10,000 and Fun Run and July 4th Festival.

Section 2 - That an amount, not to exceed $1,500.00, be and hereby is approved for payment to Highbridge Springs Water from account # 1101-707604-75102, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0444-25:GET:4925-6102-2780, v. 1

RESOLUTION NO. 229 - 2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE THE AGREEMENT WITH HIGHBRIDGE SPRING WATER FOR A HYDRATION STATION TO PROVIDE FREE WATER TO PARTICIPANTS OF THE BLUEGRASS 10,000 AND FUN RUN AND JULY 4TH FESTIVAL AT A COST NOT TO EXCEED $1,500.00.

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

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Agreement, which is attached hereto and incorporated herein by reference, with Highbridge Spring Water, for a hydration station to provide free water to participants of the Bluegrass 10,000 and Fun Run and July 4th Festival.

Section 2 - That an amount, not to exceed $1,500.00, be and hereby is approved for payment to Highbridge Springs Water from account # 1101-707604-75102, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0444-25:GET:4925-6102-2780, v. 1

Highbridge Springs Water

Hydration Station Events Trailer Placement Agreement

Highbridge Springs Water Hydration Station rental agreement by and between Highbridge Springs Water, Inc. (HBSW) and ***LFUCG*** for ***Bluegrass 10,000 & Fun Run and July 4 Festival*** on ***July 4, 2025***. HBSW owns all trademarks, trade dress, goodwill, and logos associated with this equipment.

- HBSW agrees to provide an events trailer equipped to dispense HBSW for customer-identified events for a designated length of time.
- HBSW guarantees the trailer is properly sanitized and meets all safety standards.
- HBSW provides up to 450 gallons of water for the event. Should the trailer need replenishing (over 450 gallons) during the event, the customer agrees to a minimum of 150 gallons replenishment.
- HBSW reserves the right to approve trailer placement regarding trailer safety and the ability to navigate set up and pick up.
- Only HBSW-authorized employees can tow, move, and service the trailer.
- The customer assumes all liability and damages while the trailer is on their property and in their custody, except for personal injury or property damage caused by HBSW employees, agents, or representatives while on LFUCG property.
- The customer must be fully insured and understand all damages will be their responsibility except for personal injury or property damage caused by HBSW employees, agents or representatives while on LFUCG property. This includes theft of items, equipment, and/or trailer.
- The customer is required to provide proof of event insurance.
- No additional signage will be placed on the unit without prior approval from HBSW.
- Cups will be provided by the customer or can be purchased from HBSW.
- Terms: Initial fee must be paid in advance of placement. Additional charges are due upon invoice receipt.

Set Up: N. Limestone, Robert F. Stevens Courthouse Plaza		**Pick Up:** N. Limestone, Robert F. Stevens Courthouse Plaza	
07/04/2025	6:00 AM	07/04/2025	3:00 PM

Pricing:

- $2500 for multi-day event (3 days maximum)
- $1500 for one-day event
- Replenishment:
  - $1 per gallon with 150-gallon minimum
  - $50 service fee per refill

HIGHBRIDGE SPRINGS WATER COMPANY, INC

By: Linda Griffin

Its: President

Date: 4/22/25

CUSTOMER

Name: Linda Gorton

By: Linda Gorton

Its: Mayor

Date: 6/13/2025

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0445-25

File ID:	0445-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	131-2025	**In Control:**	Urban County Council
				File Created:	04/28/2025
File Name:	MOU - Federal Bureau of Investigation, Louisville Child Exploitation and Human Trafficking Task Force			**Final Action:**	05/29/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation, for defining responsibilities in the Human Trafficking Task Force. [Div. of Police, Weathers]

Notes: RIO 4/29/2025 ms

SAF in the CCO. Returned to REnita happy 5/30/2025. MS

Sponsors:		**Enactment Date:**	05/29/2025
Attachments:	Cover Memo - MOU - FBI - CEHTTF.pdf, Memorandum of Understanding - FBI - Child Exploitation and Human Trafficking Task Force.pdf, 445-25 fbi 4913-2917-8685 v.1.doc, R-230-2025, Contract #131-2025	**Enactment Number:**	R-230-2025
Deed #:		**Hearing Date:**	
Drafter:	Renita Happy	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/29/2025		
1	Urban County Council	05/29/2025	Approved				Pass

Text of Legislative File 0445-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Memorandum of Understanding with the Federal Bureau of Investigation, for defining responsibilities in the Human Trafficking Task Force. [Div. of Police, Weathers]

Summary

Authorization to accept a Memorandum of Understanding (MOU) with the Federal Bureau of Investigation, Louisville Child Exploitation and Human Trafficking Task Force (CEHTTF) to delineate the responsibilities and formalize relationships between participating agencies. The Agreement is for the duration of CEHTTF's work. No Budgetary impact. (L0445-25) (Weathers/Armstrong)

Budgetary Implications: NO

Advance Document Review:

Law: Yes, Michael Sanner, 4/21/2025

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

Year Impact: $ -0-

Annual Impact: $ -0-

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

LAWRENCE WEATHERS
CHIEF
LEXINGTON POLICE DEPT.

TO: Mayor Linda Gorton
Urban County Council

Lawrence B. Weathers

FROM: Chief Lawrence B. Weathers
Lexington Police Department

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: April 28, 2025

SUBJECT: Memorandum of Understanding - Federal Bureau of Investigation, Louisville Child Exploitation and Human Trafficking Task Force

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Request

Authorization to accept the Memorandum of Understanding (MOU) with the Federal Bureau of Investigation, Louisville Child Exploitation and Human Trafficking Task Force (CEHTTF).

Why are you requesting?

The purpose of this MOU is to delineate the responsibilities of the Louisville Child Exploitation and Human Trafficking Task Force personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation. The mission of the Child Exploitation and Human Trafficking Task Force is to provide a rapid, proactive, and intelligence driven investigative response to the victimization of children/adults and human trafficking within the FBI's jurisdiction. The term of this MOU is for the duration of the CEHTTF's operations, but may be terminated at any time upon written mutual consent. We are requesting Council Approval for Mayor Gorton to sign the document. Upon approval and signing, please forward copy of MOU to the Chief's Office. If you have any questions or require additional information, please contact my office.

What is the cost in this budget year and future budget years? No budgetary impact

Are the funds budgeted? N/A

File Number: 0445-25

Director/Commissioner: **Lawrence B. Weathers, Chief**
Lexington Police Department

LBW/rmh

FEDERAL BUREAU OF INVESTIGATION
LOUISVILLE CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Lexington-Fayette Urban County Government on behalf of the Division of Police** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the **Louisville** Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

c. **Sextortion**
d. **Electronic Groups/Organizations/Enterprises for Profit**
e. **Travelers/Enticement**
f. **Traders/Distributors of Child Sexual Abuse Material**
g. **Interstate Transportation of a Minor with Intent that Minor Engage in Any Illegal Sexual Activity**
h. **Human Trafficking**
i. **Child Sex Trafficking**
j. **Adult Sex Trafficking**
k. **Forced Labor**
l. **Domestic Servitude**
m. **International Parental Kidnapping**
n. **Possessors of Child Sexual Abuse Material**
o. **Child Sex Tourism**
p. **Unlawful Flight to Avoid Prosecution – Parental Kidnapping**
q. **All other Crimes Against Children and Human Trafficking matters within the FBI's jurisdiction**

SUPERVISION AND CONTROL

A. Supervision

6. Overall management of the CEHTTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.

7. The Special Agent in Charge (SAC) of the FBI Louisville Field Office shall designate one Supervisory Special Agent (CEHTTF Supervisor) to supervise the CEHTTF. The CEHTTF Supervisor may designate a Special Agent to serve as the CEHTTF Coordinator.

8. Conduct undertaken outside the scope of an individual's CEHTTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CEHTTF Supervisor or CEHTTF Coordinator. As stated below, neither the United States nor the FBI shall be responsible for such conduct.

9. CEHTTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the CEHTTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

10. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.

11. All CEHTTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Operations Investigative Guidelines (DIOG).

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

22. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CEHTTF personnel will be limited to those situations where it is essential to the effective performance of the CEHTTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.

23. Non-FBI CEHTTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CEHTTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

24. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

25. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CEHTTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

26. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CEHTTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CEHTTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CEHTTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

27. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CEHTTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.

28. CEHTTF reports prepared in cases assigned to CEHTTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

29. Records and reports generated in CEHTTF cases which are opened and assigned by the CEHTTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CEHTTF.

30. CEHTTF investigative records maintained at the **Louisville** Field Office of the FBI will be available to all CEHTTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative, and/or policy restrictions.

31. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CEHTTF investigations will be maintained by the FBI. The FBI's rules

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the [Abbreviated Name of Task Force] are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the [Abbreviated Name of Task Force] with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the [Name of Local Police Department] Police Department receives a request pursuant to [Name of State]'s public records statute, [State statute], the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose [Abbreviated Name of Task Force] records, the [Name of Local Police Department] Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

38. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

39. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

40. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

41. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

42. CEHTTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.

43. A determination will be made on a case-by-case basis whether the prosecution of CEHTTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CEHTTF.

44. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CEHTTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

45. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

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1 Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

2 Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

51. CEHTTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

52. Local and state law enforcement personnel designated to the CEHTTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputation(s) should remain in effect throughout the tenure of each investigator's assignment to the CEHTTF or until the termination of the CEHTTF, whichever comes first.

53. Deputized CEHTTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

54. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the CEHTTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the CEHTTF to be deputized while assigned to the CEHTTF. The FBI will secure the required authorization for deputations, as needed.

55. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the CEHTTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

56. In furtherance of this MOU, employees of participating agencies may be permitted to drive FBI owned or leased vehicles for official CEHTTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Guide (1093PG). The assignment of an FBI owned or leased vehicle to participating agency CEHTTF personnel will require the execution of a separate Vehicle Use Agreement.

57. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CEHTTF business.

58. Neither the FBI nor the United States shall be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the CEHTTF.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

64. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CEHTTF operations.

65. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CEHTTF investigations may be equitably shared with the agencies participating in the CEHTTF.

DISPUTE RESOLUTION

66. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CEHTTF's objectives.

67. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

68. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

69. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO CEHTTF AND SECURITY CLEARANCES

70. If a participating agency candidate for the CEHTTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

71. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the CEHTTF, the participating agency will be so advised and a request will be made for another candidate.

72. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

73. Before receiving unescorted access to FBI space identified as an open storage facility, CEHTTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CEHTTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.

74. Upon departure from the CEHTTF, each individual whose assignment to the CEHTTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual

assigned to the CEHTTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Louisville Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CEHTTF personnel.

79. Unless otherwise authorized by the FBI, liability for any conduct by CEHTTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the CEHTTF shall not be the responsibility of the FBI or the United States.

DURATION

80. The term of this MOU is for the duration of the CEHTTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

81. Any participating agency may withdraw from the CEHTTF at any time by written notification to the CEHTTF Supervisor with designated oversight for investigative and personnel matters or program manager of the CEHTTF at least 30 days prior to withdrawal.

82. Upon termination of this MOU, all equipment provided to the CEHTTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CEHTTF participation.

MODIFICATIONS

83. This agreement may be modified at any time by written consent of all involved agencies.

84. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Michael Stansbury
Special Agent in Charge
Louisville Division
Federal Bureau of Investigation

4/1/2025
Date

Lawrence B. Weathers
Chief of Police
Lexington Police Department

Date

Linda Gorton
Mayor
Lexington-Fayette County Government

Date

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION, FOR DEFINING RESPONSIBILITIES IN THE HUMAN TRAFFICKING TASK FORCE.

_____
_

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 the Federal Bureau of Investigation to define responsibilities in the Human Trafficking Task Force.

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
445-25:MRS: 4913-2917-8685, v. 1

RESOLUTION NO. 230 -2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION, FOR DEFINING RESPONSIBILITIES IN THE HUMAN TRAFFICKING TASK FORCE.

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 the Federal Bureau of Investigation to define responsibilities in the Human Trafficking Task Force.

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

PASSED URBAN COUNTY COUNCIL: May 29, 2025

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

445-25:MRS: 4913-2917-8685, v. 1

FEDERAL BUREAU OF INVESTIGATION
LOUISVILLE CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the **Lexington-Fayette Urban County Government on behalf of the Division of Police** (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the **Louisville** Child Exploitation and Human Trafficking Task Force (CEHTTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation). This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the Child Exploitation and Human Trafficking Task Force (CEHTTF) is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children, other crimes against children, and human trafficking within the FBI's jurisdiction; to identify and recover victims of child exploitation and human trafficking; to reduce the vulnerability of children and adults to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

5. The defined priority threats that are aligned with the mission of the CEHTTFs are:

   a. **Child Abductions (Non-Ransom and Ransom)**
   b. **Production/Manufacturing of Child Sexual Abuse Material**

12. CEHTTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.

13. Continued assignment of personnel to the CEHTTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CEHTTF Supervisor will also retain discretion to remove any individual from the CEHTTF.

B. Case Assignments

14. The FBI CEHTTF Supervisor will be responsible for opening, monitoring, directing, and closing CEHTTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

15. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the CEHTTF Supervisor.

16. For FBI administrative purposes, CEHTTF cases will be entered into the relevant FBI computer system.

17. CEHTTF personnel will have equal responsibility for each case assigned. CEHTTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

18. The head of each participating agency shall determine the resources to be dedicated by that agency to the CEHTTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept apprised of investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

19. It is agreed that matters designated to be handled by the CEHTTF will not knowingly be subject to non-CEHTTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CEHTTF's existence and areas of concern.

20. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CEHTTF investigations or areas of concern as described in paragraphs 4 and 5. All law enforcement actions will be coordinated and cooperatively carried out.

21. CEHTTF investigative leads outside of the geographic areas of responsibility for the FBI will be communicated to other FBI offices for appropriate investigation.

and policies governing the submission, retrieval, and chain of custody will be adhered to by CEHTTF personnel.

32. All CEHTTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to CEHTTF Supervisor approval.

33. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

34. Records or reports created or obtained by the [Abbreviated Name of Task Force] are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of FBI. If such records are shared outside of the [Abbreviated Name of Task Force] with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the [Name of Local Police Department] Police Department receives a request pursuant to [Name of State]'s public records statute, [State statute], the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose [Abbreviated Name of Task Force] records, the [Name of Local Police Department] Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

35. No information possessed by the FBI, to include information derived from informal communications between CEHTTF personnel and FBI employees not assigned to the CEHTTF, may be disseminated by CEHTTF personnel to non-CEHTTF personnel without the approval of the CEHTTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CEHTTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

36. The Parties acknowledge that this MOU may provide CEHTTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CEHTTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

37. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

46. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

47. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

48. All CEHTTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the United States Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES[1]

49. The parent agency of each individual assigned to the CEHTTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the CEHTTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.[2]

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1 Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

2 Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal," "non-lethal," "non-deadly," and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

59. To the extent permitted by applicable law, the participating agencies agree to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by [task force personnel] which is outside the scope of their official duties and assignments.

SALARY/OVERTIME COMPENSATION

60. The FBI and each participating agency remain responsible for all personnel costs for their CEHTTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.

61. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal CEHTTF personnel assigned full-time to CEHTTF, provided overtime expenses were incurred as a result of CEHTTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to CEHTTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

62. Property utilized by the CEHTTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CEHTTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CEHTTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CEHTTF, will be the financial responsibility of the agency supplying said property.

FUNDING

63. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

LIABILITY

75. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CEHTTF.

76. Each party agrees to notify the other in the event of receipt of a civil claim arising from [scope of the FBI's relationship with the MOU's other party]. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the [operational relationship]. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CEHTTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

77. COMMON LAW TORT CLAIMS
    - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
    - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
    - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(l), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
    - D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3).".

78. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual

SIGNATORIES

Michael Stansbury
Special Agent in Charge
Louisville Division
Federal Bureau of Investigation

4/1/2025
Date

Lawrence B. Weathers
Chief of Police
Lexington Police Department

04/28/25
Date

Linda Gorton
Mayor
Lexington-Fayette County Government

5/30/25
Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0447-25

File ID:	0447-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	04/28/2025
File Name:	AE Electrical Solutions Change Order #2			**Final Action:**	05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with AE Electrical Solutions, for the Government Center Emergency Generator Replacement Project, increasing the Contract price by the sum of $11,180.00, from $242,980.82 to $254,160.82, and increasing the Contract time by an additional fourteen (14) days. [Div. of Facilities and Fleet Management, Baradaran]

Notes:

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	1 - Blue Sheet Memo, 2 - LFUCG Contract Change Order Detail Form, 3 - Consultant Contract Change Directive, 4 - Copy of Purchase Order, RESO 0447-25 Change Order 2 AE Electrical Solutions 4931-8053-5612 v.1.docx, R-204-2025	**Enactment Number:**	R-204-2025
Deed #:		**Hearing Date:**	
Drafter:	Teresa Grider	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0447-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute Change Order No. 2 to the Agreement with AE Electrical Solutions, for the Government

Center Emergency Generator Replacement Project, increasing the Contract price by the sum of $11,180.00, from $242,980.82 to $254,160.82, and increasing the Contract time by an additional fourteen (14) days. [Div. of Facilities and Fleet Management, Baradaran]

Summary

Authorization to execute Change Order #2 to Contract #66-2024 with AE Electrical Solutions for additional fees associated with the Government Center Emergency Generator Replacement project, increasing the amount by $11,180, from $242,980.82 to $254,160.82. For the cost relating to a new regulator and extended rental of the temporary generator. Funds are Budgeted. (L0447-25)(Baradaran/Ford)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-707201-0001-71299

This Fiscal Year Impact: $11,180.00

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: $38,102.50

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Urban County Council

FROM: Jamshid Baradaran, Director, Facilities & Fleet Management

DATE: April 28,2025

SUBJECT: Request Council approval for Change Order #2 with AE Electrical Solutions

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Request:

Request Council authorization to execute Change Order #2 to Contract #66-2024 with AE Electrical Solutions for additional fees associated with the Government Center Emergency Generator Replacement project.

Purpose:

Contract #66-2024 is being amended to increase the awarded amount by $11,180.00, from $223,480.82 plus Change Order #1 of $19,500.00, totaling $242,980.82 to $254,160.82. This increase is for the cost of a new regulator and installation as well as an additional 2 weeks of temporary generator rental needed due to required gas line repairs.

Budgetary Implication:

The cost for Fiscal Year 2025 is $11,180.00.

Are the funds budgeted?

Yes. This will be paid from 1101-707201-0001-71299.

File Number: 0447-25

Director/Commissioner: Jamshid Baradaran/Chris Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

	Date:	April 18, 2025	
	Project:	Government Center Emergency Generator Replacement	
	Location:	200 E. Main Street	
To (Contractor): AE Electrical Solutions 210 Commerce Blvd. Frankfort, KY 40601	Contract No.	Res #275-2024	
	Original Contract Amt.	$223,480.82	
	Cumulative Amount of Previous Change Orders	$19,500.00	
	Percent Change - Previous Change Orders		8.73%
	Total Contract Amount Prior to this Change Order	$242,980.82	
	Change Order No.	2	

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

Current Change Order

Item No.	Description of changes-quantities, unit prices, change in completion date, etc.	Decrease in contract price	Increase in contract price	
1	New regulator cost and installation		$2,780.00	
2	3 extra weeks for the rental generator needed due to gas line repairs		$8,400.00	
3				
4				
5				
6				
	Total decrease	$0.00		
	Total increase		$11,180.00	
	Net Amount of this Change Order	$11,180.00		
	New Contract Amount Including this Change Order	$254,160.82		
	Percent Change - This Change Order			5.00%
	Percent Change - All Change Orders			13.73%

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

This Change Order shall have a zero (0) calendar day time extension.

Recommended by: Jordel Bordeaux	(Project Manager)	Date 4/21/2025
Reviewed / Accepted by: Logan Ouellette	(Consultant)	Date 4/22/2025
Accepted by: Jeremy Dennison	(Contractor)	Date 4/21/2025
Approved by:	(Director)	Date 4/28/2025
Approved by:	(Commissioner)	Date 4/28/25
Approved by:	(Mayor or CAO)	Date 4/28/25

JUSTIFICATION FOR CHANGE	PROJECT: Government Center Emergency Generator Replacement
	CONTRACT NO. Resolution #275-2024
	CHANGE ORDER #:2

1. 1. Per the contractor - Evapar started the new generator (on 4/14/25) and was testing the water column pressure, its above 50. Way to high, Evapars tech turned the regulator all the way up and back down several times, but it didn't seem to change the pressure which leads him to believe there is a fault in the regulator. We now must cancel the commissioning until we can get this regulator replaced. Lagco is working to locate a new one now.
   2. The contractor needed 3 extra weeks for the rental generator due to the gas line repairs.

2. Is proposed change an alternate bid? ___Yes _X_No
3. Will proposed change alter the physical size of the project? ___Yes _X_No

   If "Yes", explain.

4. Effect of this change on other prime contractors: N/A
5. Has consent of surety been obtained? ___Yes _X_Not Necessary
6. Will this change affect expiration or extent of insurance coverage? ___Yes _X_No

   If "Yes", will the policies be extended? ___Yes ___No
7. Effect on operation and maintenance costs: N/A
8. Effect on contract completion date: 1 week delay

_____ Mayor

_____ Date

Contract Change Directive

Project Name: LFUCG Generator Replacement

CMTA Project Number: XLGG24

Change Directive Number: 02

Date: 4/21/25

To: Logan Ouellette - CMTA

From: Jeremy Dennison - AEES

Work associated with the following change directive shall be included on all affected record documents. The contractor shall prepare a change of work proposal with descriptive breakdowns of all additional costs if the work identified is projected to cost any additional money. No additional money shall be paid to any contractor for any work is furnished and/or installed without receiving prior written approval for additional compensation.

Remarks:

CO for the purchase of a new regulator for the generator, and 3 extra weeks for the temp gen from Sunbelt.

CMTA Inc.

Print Name: Logan Ouellette Title: Electrical Engineer

Signature: Logan Ouellette Date: 4/21/25

Purchase Order

CHANGE ORDER **Dispatch via E-Mail**

Purchase Order	Date	Revision	Page
LF00207225	05/17/2024	1 - 03/27/2025	1

Payment Terms	Freight Terms	Ship Via
Net 30	Destination, Freight Prepaid	Best way

Buyer	Phone/Email	Currency
Kristie L Thomas		USD

Lexington-Fayette Urban County
200 E Main Street
Lexington KY 40507
United States

Supplier: 0000014422
AE ELECTRICAL SOLUTIONS
210 COMMERCE BLVD
FRANKFORT KY 40601

Ship To: 0001
200 E Main Street
Lexington KY 40507
United States

Attention: See Detail Below

Bill To: 200 E Main Street
Lexington KY 40507
United States

Tax Exempt? Y **Tax Exempt ID:** CT-34-100 **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	Government Center - emergency generator replacement at 200 E. Main Street, Lexington, per Bid #66-2024 ** Requester: Grider,Teresa R Phone: Email: gridert@lexingtonky.gov ** Attn: Grider,Teresa R		1.00 DOL	223,480.82	223,480.82	05/24/2024
	Schedule Total				223,480.82	
	<<Resolution #275-2024. WO #47093. Contact Jamshid Baradaran at 859-258-3905 if there are questions.>>					
	Item Total				223,480.82	
2- 1	**Change Order #1 to increase LF00207225 from $223,480.82 to $242,980.82 for additional gas line work associated with the Government Center generator replacement ** Requester: Grider,Teresa R Phone: Email: gridert@lexingtonky.gov **** Attn: Baradaran, Jamshid		1.00 DOL	19,500.00	19,500.00	04/03/2025
	Schedule Total				19,500.00	
	<<Resolution #275-2024. Per Proposal dated 3/21/2025. WO #47093.>>					
	Item Total				19,500.00	
	Total PO Amount				242,980.82	

By authority of the Division of Central Purchasing of the Lexington-Fayette Urban County Government, you are hereby requested to furnish the items/services as set forth in this document. Ship and invoice in accordance with the instruction, terms, and conditions herein. The signed official authorizes the entry of the order and certifies that funds are available.

1. Address shipment exactly as shown in 'SHIP TO' address above. Shipments must be sent FOB Destination Prepaid & Added.
2. When all items have been shipped submit your invoice directly to the Division of Accounting, 200 East Main Street, Lexington, KY 40507 (859) 258-3310
3. Payments cannot be authorized for partial shipments, except for blanket purchase orders.
4. Do not include Kentucky Sales Tax; Exemption Certificate No. CT-34-100 applies.
5. All merchandise supplied to the government must fully comply with OSHA standards.
6. Vendor shall provide two copies of Material Safety Data Sheet - MSDS - on material covered by OSHA Standard 1910-1200 and confirm it is asbestos free as a condition of purchase.
7. LFUCG may assess administrative fees for invoices not issued in a timely manner.

Authorized Signature

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH AE ELECTRICAL SOLUTIONS, FOR THE GOVERNMENT CENTER EMERGENCY GENERATOR REPLACEMENT PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $11,180.00, FROM $242,980.82 TO $254,160.82, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL FOURTEEN (14) DAYS.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with AE Electrical Solutions, for the Government Center Emergency Generator Replacement Project, increasing the contract price by the sum of $11,180.00, from $242,980.82 to $254,160.82, and increasing the contract time by an additional fourteen (14) days.

Section 2 – That an amount, not to exceed the sum of $11,180.00, be and hereby is approved for payment to AE Electrical Solutions, from account # 1101-707201-71299, pursuant to the terms of the Change Order.

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
0447-25:GET: 4931-8053-5612, v. 1

RESOLUTION NO. 204 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE CHANGE ORDER NO. 2 TO THE AGREEMENT WITH AE ELECTRICAL SOLUTIONS, FOR THE GOVERNMENT CENTER EMERGENCY GENERATOR REPLACEMENT PROJECT, INCREASING THE CONTRACT PRICE BY THE SUM OF $11,180.00, FROM $242,980.82 TO $254,160.82, AND INCREASING THE CONTRACT TIME BY AN ADDITIONAL FOURTEEN (14) DAYS.

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 Change Order No. 2, which is attached hereto and incorporated herein by reference, to the Agreement with AE Electrical Solutions, for the Government Center Emergency Generator Replacement Project, increasing the contract price by the sum of $11,180.00, from $242,980.82 to $254,160.82, and increasing the contract time by an additional fourteen (14) days.

Section 2 – That an amount, not to exceed the sum of $11,180.00, be and hereby is approved for payment to AE Electrical Solutions, from account # 1101-707201-71299, pursuant to the terms of the Change Order.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0447-25:GET: 4931-8053-5612, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0448-25

File ID: 0448-25 **Type:** Resolution **Status:** Approved

Version: 1 **Contract #:** 118-2025 **In Control:** Urban County Council

File Created: 04/28/2025

File Name: Professional Services Agreement - Garland/DBS Inc. - PMDAC Roof Replacement **Final Action:** 05/08/2025

Title: A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Garland/DBS, Inc., for the Pam Miller Downtown Arts Center Roof Replacement, at a cost not to exceed $974,005. [Dept. of General Services, Ford]

Notes: SAF in the CCO. REturned to Crystal via pick up 5/13/2025. MS

Sponsors:

Enactment Date: 05/08/2025

Attachments: Memorandum - Garland DBS Inc., COI_Garland DBS Inc., Professional Services Agreement_Garland wExhibits_Signed by GDI, Project-Schedule_PMDAC, PMDAC Roof Bid Package w Addenda, OMNIA Racine County Wisconsin Master Agreement PW1925, RESO 0448-25 Pam Miller Downtown Arts Center Roof Replacement 4934-4497-2348 v.1.docx, R-205-2025, Contract #118-2025

Enactment Number: R-205-2025

Deed #:

Hearing Date:

Drafter: Lisa Grober

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0448-25

Title

A Resolution authorizing the Mayor, on behalf of the Urban County Government, to execute a Purchase of Service Agreement (PSA) with Garland/DBS, Inc., for the Pam Miller Downtown Arts Center Roof Replacement, at a cost not to exceed $974,005. [Dept. of General Services, Ford]

Summary

Authorization to utilize an Omnia Partners Cooperative Contract to execute a professional services Agreement with Garland / DBS, Inc for the Pam Miller Downtown Arts Center Roof Replacement in the amount of $974,005.00. Funds are Budgeted. (L0448-25)(Ford)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: N/A

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1105-707201-0001-91018

This Fiscal Year Impact: $974,005

Annual Impact: $0

Project: ARTSCENTER_2023

Activity: ROOF

Budget Reference:

Current Balance: $974,144.00

MAYOR LINDA GORTON

LEXINGTON

CHRIS FORD
COMMISSIONER
GENERAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Chris Ford, Commissioner of General Services

DATE: April 24, 2025

SUBJECT: Request Council authorization to execute the Professional Services Agreement with Garland / DBS, Inc for the Pam Miller Downtown Arts Center Roof Replacement in the amount of $974,005.00.

Request:

Request Council authorization to execute the Professional Services Agreement with Garland / DBS, Inc for the Pam Miller Downtown Arts Center Roof Replacement in the amount of $974,005.00.

Purpose:

This agreement provides for construction services for the roof replacement at Pam Miller Downtown Arts Center. Substantial completion is anticipated within 120 days of project mobilization.

Budgetary Implication:

$974,005.00

Are the funds budgeted?

Yes. This will be paid from 1105-707201-0001-91018-2023-ARTSCENTER_2023-ROOF

File Number: 0448-25

Commissioner: Chris Ford

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/25/2024

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 Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Garland/DBS, Inc. 3800 E. 91st Street Cleveland OH 44105 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: National Fire Ins. Co. of Hartford 20478 INSURER B: The Continental Insurance Company 35289 INSURER C: Starr Indemnity & Liability Company 38318 INSURER D: Starr Specialty Insurance Company 16109 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570109129849 **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. **Limits shown are as requested**

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 [X] LOC [ ] OTHER:			GL7094453776	11/01/2024	11/01/2025	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 $100,000 $15,000 $2,000,000 $4,000,000 $4,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			1000692555 241	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION			CUE7094453793 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1000005545 Workers Comp AOS 1000005548 Workers Comp - WI	11/01/2024 11/01/2024	11/01/2025 11/01/2025	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

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

Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

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

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570109129849

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AGENCY CUSTOMER ID: 570000087155
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER: See Certificate Number: 570109129849	
CARRIER: See Certificate Number: 570109129849 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D		N/A		1000005546 WC-AZ,CT,IA,NC,NJ,NY,TX	11/01/2024	11/01/2025		
D		N/A		1000005547 Workers Comp - FL, MA	11/01/2024	11/01/2025		

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STARR SPECIALTY
A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

Policy Number: 100 0005545 **Effective Date:** 11/01/2024
The Insured: Garland Industries, Inc.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL EXTENDED BY US

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. – Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days
Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS**, **A. Cancellation**, sub-paragraph **2.**, or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

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1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CNA

CNA PARAMOUNT

Earlier Notice of Cancellation Provided by the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Number of Days' Notice: 75

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **A.** of either the **CANCELLATION/NONRENEWAL** section of the **COMMMON TERMS AND CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20022000647017938464719 7

Nat'l Fire Ins Co of Hartford
Insured Name: Garland/DBS, Inc.

Policy No: 7094453776
Endorsement No:
Effective Date: 11/01/2024

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

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.

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000087155

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Endurance American Specialty Ins Co.	41718
INSURER B:	AGCS Marine Insurance Company	22837
INSURER C:	The Continental Insurance Company	35289
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Garland/DBS, Inc.
3800 E. 91st Street
Cleveland OH 44105 USA

COVERAGES **CERTIFICATE NUMBER:** 570109162103 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING BROAD — CONTENTS SPECIAL EARTHQUAKE WIND FLOOD X ALL RISK-Subject to Exclusions Blkt B&PP Ded	ARL30000500806	12/05/2023	12/05/2024	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP X BLANKET BLDG & PP X Leased Rented Equip X LR Equip Per Item	 $10,000,000 $100,000 $5,000
B	X INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY Installation Floater POLICY NUMBER MXI93088297 Installation Floater	11/01/2024	11/01/2025	X Storage Location X Deductible X Installation Site X Property in Transit	$350,000 $10,000 $1,000,000 $350,000
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
C	Ocean/Air Cargo - Marine	OC7300312 Marine Cargo	11/01/2024	11/01/2025	X Any one conveyance	$1,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER
Lexington-Fayette Urban
County Government
200 East Main Street
Lexington KY 40507 USA

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
Aon Risk Services Northeast, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570109162103

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AGENCY CUSTOMER ID: 570000087155

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER	
See Certificate Number: 570109162103	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570109162103	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	INLAND MARINE					
B		MXI93088297 Installation Floater	11/01/2024	11/01/2025	Wind/Hail Ded	$250,000

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PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 8, 2025 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Garland/DBS Inc. (**PROFESSIONAL**). **OWNER** intends to proceed with Pam Miller Downtown Arts Center Roof Replacement Design Build in Lexington, Kentucky as described in the attached exhibits. The services are to include collaborative professional design and installation for the city. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of Design and Installation of Pam Miller Downtown Arts Center Roof by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based on the OMNIA Racine County, Wisconsin Master Agreement PW1925.

PROFESSIONAL shall provide Design and Installation of Pam Miller Downtown Arts Center Roof for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** 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 PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

Exhibit A – Pam Miller Downtown Arts Center Roof Replacement Contract Documents
Exhibit B – LFUCG General Conditions
Exhibit C – Performance & Payment Bond
Exhibit D – Special Conditions
Exhibit E – OMNIA Racine County Wisconsin Master Agreement PW1925
Exhibit F – Briden Company Inc Form of Proposal
Exhibit G – Preliminary Schedule

To the extent there is conflict among these provisions, the provisions of this Agreement shall take precedence, followed by the provisions of OMNIA Racine County Wisconsin Master Agreement PW1925.

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Deliverables shall include but not be limited to:
    a) Schematic Documents with Cost Estimate
    b) Design Development Documents with Cost Estimate
    c) 95% Construction Documents with Cost Estimate
    d) 100% Construction Documents with Cost Estimate
    e) Ready To Advertise Documents including Addendum
    f) PreBid Meeting including Agenda and Meeting Minutes
    g) Bid Summary
    h) Permitting Documents
    i) Construction Administration including Weekly Field Reports
    j) BiWeekly Progress Meetings including Agenda and Meeting Minutes
    k) Substantial Completion Deliverables
    l) O&M Manuals including Submittals, Warranties, and Operation & Maintenance Instructions
    m) Final Completion Deliverables
    n) 1 Year Warranty Inspection & Report
3. Security For Faithful Performance
    a) Simultaneously with the delivery of the executed Contracts, the PROFESSIONAL shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
    b) All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
    c) Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Refer to Performance & Payment Bond Exhibit "C."

This Agreement together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** 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.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than the scope provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", 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.

2.2. Design services provided by the **PROFESSION** for clarifications, work change proposal requests, request for information, change orders, supplemental instructions, and other similar construction administration services necessary to carry out the project intent shall be at no additional cost to the **OWNER**.

2.3. All "Additional Services" 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 **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

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 **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time of Completion and Liquidated Damages

a) The number of calendar days within which the Construction Work is to be substantially completed is **150 days** from Notice to Proceed, and Final Completion shall be **15 days** from Substantial Completion. Refer to Preliminary Schedule Exhibit "G."

b) Bidder must agree to commence construction work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **$250.00** per day thereafter deadline for substantial completion and **$250.00** per day thereafter deadline for final completion.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'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.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established:

Design Services Cost _____ $0

Construction Cost _____ $974,005

(Refer to Briden Company Inc Form of Proposal – Exhibit "F")

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt and approval of Application for 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 **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work

performed or services rendered 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 **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** 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 **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** 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 **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself 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 **PROFESSIONAL** and its **PROFESSIONALS**, 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 **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** 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 **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and

representatives, including **PROFESSIONALS**, 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, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** 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 Lexington-Fayette Urban County Government and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, 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 **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** 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 **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it 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 **PROFESSIONAL** shall maintain all books, documents, papers, and accounting records, and make such materials available at their office 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of this agreement are incorporated herein by reference as if fully stated. Refer to the Special Conditions Exhibit "D" for Risk Management Provisions. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, 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

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **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 **PROFESSIONAL.**

8.3. **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.

8.4. **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):

Signature: _____
MAYOR

Date: _____

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL

PROFESSIONAL (Garland/DBS Inc.):

Signature: DS

Printed Name: Don Seitz

Position: Director of Construction

Date: 4-28-2025

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

COMMONWEALTH OF ~~KENTUCKY~~ OHIO
COUNTY OF (Cuyahoga)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Don Seitz as Director of Construction for and on behalf of GARLAND/DBS, INC. on this the 28 day of April, 2025.

My commission expires: 11-5-2025

HEIDI JEANETTE DOBSON, NOTARY PUBLIC #2016-RE-613322 EXP 11/5/26 STATE OF OHIO

NOTARY PUBLIC, STATE AT LARGE, ~~KY~~ OHIO

PART IV

GENERAL CONDITIONS

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PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents
The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price
The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time
The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR
The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT
The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order
A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations
Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER
The Lexington-Fayette Urban County Government.

1.23 Partial Utilization
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector
The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications
The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions
The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier
A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work
An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work
The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period
When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds
When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents
Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed
The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project
CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction
Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules
Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment
The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs
CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order
Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General
Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit
Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price
Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

LFUCG
Pam Miller Downtown Art Center
141 E Main St,
Lexington, KY 40507

Date Submitted: 04/22/2025
Proposal #: 25-KY-250373
MICPA # PW1925
Kentucky General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Roof Preparation and Tear Off Scope of work: All Roof Areas

1. Remove all existing roof membrane layers, all sheet metal trims and copings, all roof insulation layers in full to expose the structural roof decking daily.
2. Do not remove more roof area than can be covered daily with new waterproofing layers including either the base layers of roof insulation and mod. Bit. Base sheet or a temporary roof membrane applied directly to the decking to insure daily water tight conditions.
3. Insure all decking areas a cleaned smooth as required to provide a proper substrate for the new roofing system.
4. Inspect all decking areas and insure the substrate is sound for proper roofing installation.

Insulation & Base Sheet Installation per decking type:

Concrete Decks Only: (roof areas A1, A4)

1. Install a fully adhered vapor barrier (mod bit base sheet) in cold adhesive directly to the decking. No primer required. The membrane should turn up the exterior walls and curbs to create an envelop with the new membrane flashings.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with slope in structure Only: (roof areas A2, A6, A7)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with no slope in structure: (roof areas A5)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install a tapered insulation plan (poly iso) to provide positive drainage to all roof drains with mechanical fasteners
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Decks with slope in structure: (roof areas A3)

1. Directly to the wood decking, Install one layer of type 2 nailable sbs base sheet with metal flange simplex nails in a shingle effect overlapping manner. Starting at the low point of the roof working towards the high side.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Blocking

1. Under all existing coping and edge metal conditions:
   a. Remove one layer of wood blocking and replace with one new layer of solid 2x non-treated wood blocking.
   b. Provide this cost as an allowance based on a unit cost.
   c. If this work is not required after inspection of the existing wood blocking (if present) by Garland/owner, portions of
   this allowance will be credited to the project.

Scope of Work: All Roof Areas:

1. Install a 2 ply mod bit mineral roof system in cold adhesive per specification and Garland details.
   a. Heat weld all finished cap sheets.

2. Install one 39"x39" 4lb lead sheet metal flashing at each roof drain bowl under the clamping ring.
   a. Prime both sides with asphalt primer and round all corners with snips.
   b. Set lead in bed of aspalt mastic and press into place.
   c. Lead flashings should have a minimum of one ply under the sheet and two plied of membrane on top.

3. Install matching 2 ply mod bit mineral membrane flashings.
   a. Base flashings to be installed over the top of all parapet caps.
   b. Cap Flashings to stop at the top of the wood blocking.
   c. Install one layer of high temperature metal underlayment (self adhering) over the tops of all parapets before installing sheet metal copings.
   d. Three course all flashings laps in aluminum grade mastic and reinforcement mesh.
4. Install a continuous termination bar around all membrane flashings into all masonry substrates. Nailable substrates such as wood can receive metal washer simplex nails in lieu of termination bar.

5. Install new 22 ga sheet metal contractor fabricated flashings at all condition to cover the exposed leading edge of membrane
   flashings and termination.
   a. All masonry conditions are to receive new reglet mounted counter flashings.
   b. All mechanical curb conditions new sheet metal flashings should be skirted and installed under the curb flange.
6. Install new 22 ga sheet metal copings that are to be contractor fabricated.
   a. The copings should be ANSI-SPRI ES1 certified.

All Limestone masonry stone caps:

1. Top dress all mortar joints with a solid application of clear All-sil silicone sealant.

Ladder Replacement:

1. Remove all existing rooftop ladders and dispose.
2. Steel connections to be cut flush with the masonry wall and patched with Greenlock XL sealant and sand to match the existing mortar.
3. Install new rooftop access ladders per drawings and specifications.

Egress Walkway Guardrail:

1. Remove the existing ballasted walkway guardrail after the immediate roofing area has the new cap sheet installed.
   a. The existing guardrail must remain in place and in function during the construction project.
2. Dispose of the existing guardrail.
3. Install a new ballasted guardrail system per drawings and specifications.

Addendum #1

1. Asbestos materials testing results to be provided in addendum 2.
2. At roof A5, the existing roof hatch curb and associated wood blocking is to be removed. See provided deck infill detail provided to be provided in addendum 2.
3. Insulation:
   a. Base bid: R25 two layers of 2.2" and tapered where required. Drain sumps at each drain down to the existing drain heights.
   b. Additional cost to be provided for R30 two layers of 2.6" in lieu of R25.
4. Wood blocking:
   a. All wood blocking to be treated.
   b. At parapet caps, remove one layer of wood blocking and install one new layer of solid treated wood 2x blocking the width of the wall.
   c. All wood blocking at roof edges along eaves to be replaced and new blocking heights to match the thickness of the finished roof up to the cover board. Nailers to be 2x6.
   d. On roof A1 only, 2x6 wood nailers to be installed every 8' on center going up the roof the thickness of the finished roof. These will serve as nailers for back nailing the mod bit sheets as required for roof slopes over 2/12 slope.
5. For membrane flashings taller than 24", install mechanical fasteners with insulation plates in the base sheet side laps and cap sheet side laps starting at 24" above the finished roof height, 8" on center vertically. Fasteners to be installed in the bottom sheet of the side lap and covered with the overlapping sheet. Each flashing lap of the of the flashing cap will be covered with a three course application of Silver flashing and mesh.
6. Sheet metal mock ups:
   a. For each sheet metal condition type (ie. Copings, counter flashings, , coping corner, custom fabrications, etc.) no more than one 10' max length section is to be installed prior to owner approval of the provided mock up detail. Mock up will serve for approval of both function, aesthetic appeal, and waterproofing.
7. New rooftop ladders to be provided by contractor and installed by contractor.
8. At both (2) existing steel staircases on the roof, contractor to prime the bottom tread with rust inhibitive primer and paint with two coats of safety yellow Rust-o-leum paint. No other modifications to the stairs required.

9. The new egress ballasted walkway railing to be provided by Garland and installed by the roofing contractor.
   a. The removal of the existing railing is to be coordinated with the owner / occupants to insure it is not removed when any events are occurring or scheduled to occur while the railing is removed.
   b. When the railing is removed, temporary roof flag lines and cones to be provided in the same line to serve as temporary caution line.
   c. The original railing or new railing must be in place when any events are occurring.
   d. The existing egress walkway is to be removed from the roof without damage and returned to the owner. Contractor to place neatly on a pallet in the ground and owner to remove from site.

10. Liquid applied walk path surfacing:
    a. At the areas as located on the roof drawings, install a silicone liquid applied surfacing coating to serve as a walkway coating.
    b. Coating to be safety yellow color.
    c. Embed granules into the coating and embed with coating.
    d. Coating to be applied per specifications to be provided with addendum 2.
11. Progress meeting to be held bi-monthly.
12. Addendum 2 to be issued by 4/15/25 EOB.
13. Revised Roof Drawings are attached with this addendum and replace the previous

Addendum #2

1. No Asbestos materials were detected when tested by the owner.
2. Liquid applied walk path surfacing spec attached with this addendum:

Garland/DBS Price Based Upon Local Market Competition:

Briden Company Inc	**Start Date August 1st 2025**	**$**	**991,271**
ABR Construction	Start Date August 18th 2025	$	1,023,817
Tri-State Roofing		$	1,224,488
Swift Roofing of Etown		$	1,686,539

Possible Deduct Options:

Stressply Legacy FR Mineral Walkway Deduct Option	$	8,851
Deduct for Infill Panel	$	8,415

Proposal Price Based Upon Market Experience: With selected Deducts	**$**	**974,005**

Briden Company Inc - Unforeseen Site Conditions:

12" X 12" X 1" Wood Deck Repair	$	8.70	Per Sf
Decking Repair	$	8.70	per Sq. Ft.
Decking Replacement	$	17.40	per Sq. Ft.
Wood Blocking (Nailer) Replacement	$	4.64	Per Board Ft
Contingency held for Unforeseen conditions	$	15,000	
Amount carried for Wood Blocking at parapet caps.	$	8,885	
Additional cost for R30 insulation (2 layers of 2.6" in lieu of R25)Including all additional needed blocking to achieve R30.	$	8,625.00	

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are included.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.
9. Deducts are only applicable to Briden Company Inc.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Nathan Parker

Nathan Parker
Garland/DBS, Inc.
(216) 302-3791

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

This Contract made and entered into this 27 day of September, 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: _____
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

Date 9-27-19
Certified to be correct as to form
By _____
Racine County Corporation Counsel

BY: _____
Wendy M. Christensen 9/25/19
Racine County Clerk

REVIEWED BY FINANCE DIRECTOR

_____ 9/27/19
Sign Date

GARLAND/DBS Inc.

BY: _____
David M. Sokol, President

EXHIBIT D
SPECIAL CONDITIONS

1 RISK MANAGEMENT PROVISIONS – INSURANCE AND INDEMNIFICATION

2 WAGE SCALE (if applicable)

3 WEATHER RELATED DELAYS

1. 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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability aggregate (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million or $2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, $1 million per
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Excess/Umbrella Liability	$5 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

00357187

2. **WAGE SCALES** – not applicable.

3. **WEATHER RELATED DELAYS**

A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.

B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.

C. Time granted for weather delays shall be requested on a monthly basis.

D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using >= 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

PAM MILLER DOWNTOWN ARTS CENTER - ROOF REPLACEMENT			
Task	**Duration**	**Start**	**Finish**
Advertisement	**18 Days**	**3/31/2021**	**4/18/2021**
Pre-Bid Meeting	**1 Day**	4/4/2025	4/4/2025
Garland Receives Bids	**1 Day**	**4/18/2025**	**4/18/2025**
Garland Bid Evaluation	**5 Day**	4/18/2025	4/23/2025
Garland/LFUCG Bid Review Zoom Meeting	**1 Day**	**4/23/2025**	**4/23/2025**
LFUCG Bid Evaluation /Law & Purchasing Review/Contract	**5 Days**	4/23/2025	4/28/2025
Approved in Legistar Date	**1 Day**	4/28/2025	4/28/2025
Council WS	**1 Day**	5/6/2025	5/6/2025
Council 1st Reading & 2nd Reading	**1 Day**	5/8/2025	5/8/2025
P.O. & NTP	**1 Days**	5/15/2025	5/15/2025
Construction Phase	**120 Days**	**8/1/2025**	**11/29/2025**
PreConstruction Meeting	**1 Days**	TBD	TBD
Subtantial Completion/Punch Inspection	**1 Days**	11/15/2025	11/15/2025
Final Completion	**14 Days**	11/15/2025	11/29/2025

The Garland Company, Inc.

Roof Asset Management Program



Prepared By
Zach Hadden

Prepared For
Lisa Grober

April 03, 2025

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Client Data

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN STREET
LEXINGTON, KENTUCKY 40507

Client Data

Name	Lexington Fayette Urban County Government		
Address 1	200 E Main Street		
City	Lexington	**State**	Kentucky
ZIP	40507	**Country**	United States

Contact Info

Contact Person	Lisa Grober	**Title**	Architect - Dept of General Services
Mobile Phone:	-	**Office Phone:**	859.258.3054
Email:	lgrober@lexingtonky.gov		

Bid Summary

Project:	**LFUCG – Pam Miller Downtown Arts Center Reroof**
General Description:	**Bids will be received directly to Garland/DBS Inc. for a new 2 ply mod bit roofing system.**
Bid Due Date:	**Friday April 18th 1:00 PM**
To:	**Via Garland/DBS Project Center Portal**

The owner has chosen to procure this roofing project via Garland/DBS Inc. utilizing the Omnia Partners national price contract cooperative agreement.

Garland/DBS Inc. reserves the right to reject any and/or all bids and to determine which bids are in substantial compliance on behalf of LFUCG.

The construction schedule for this project is projected to be a Summer or Fall 2025 project. Construction timeline guidelines provided below.

Please provide your expected number of days of completion for the project.

The winning contractor will be required to provide a detailed schedule of values and construction schedule within 48 hours of notification that they are the apparat low bidder.

In compliance with the provided bid package including specifications and provided project specific scope of work relating to the above reference project, all bids shall include necessary work to perform the project, the undersigned, hereby proposes and agrees fully to perform the work within the time stated and in strict accordance with the specifications submit your bids as follows:

All labor, materials, services, and equipment necessary for the completion of the work described in the specifications. This shall be filled out completely via the Project Center Bid Form process.

Construction Schedule Requirements:

- Award schedule projected
- Construction schedule contractor dependent on availability with the following guidelines:
  - 120 construction days from notice to proceed to substantial completion
  - 45 construction days from punch list (at substantial completion) to 100% completion
  - Contractor to request the notice proceed date to establish start of construction timeline.
  - 100% completion no later than 12/1/2025

Important Dates & Times

- Roof Pre-Bid Meeting Friday 4/4/25 at 10:00 AM
- Bid Due Date: Friday 4/18/25 at 1:00 PM
- Progress Meetings will be held bi-weekly onsite. The contractor's PM will be expected to be present. Contractor will need to provide Garland/DBS Inc. updated written construction schedules weekly every Friday by end of business.

End of Document.

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Summary: All Roofs – Reroof Project 2025

The general scope of this project is to remove install a new Modified Bitumen roof system to replace the existing modified bitumen roofing system that is existing. The scope will include full removal of all roof layers, sheet metal flashings, trims, copings, and all roof insulation layers down to each structural roof decking substrate. Each decking type will be prepared specifically per the detailed scope items below. The finished roof system will match across all roof areas and the systems will include new sheet metal trims and copings. New guard rails and access ladders are also included in this project in limited areas.

The roofing contractor is responsible for the following Scope and Items:

1. Removal and replacement of all roof access ladders per drawings and specifications.
2. Removal and replacement of the existing egress walkway guard rail system per drawings and specifications.
3. All reroofing and sheet metal items per below scope of work, drawings, and specifications.
4. Comply with all Garland / DBS Inc. requirements and LFUCG General Conditions and guidelines.
5. Providing all temporary safety as required by OSHA and local code requirements.

*Refer to the project specifications as well as the scope items described below.

Roof Preparation and Tear Off Scope of work: All Roof Areas

1. Remove all existing roof membrane layers, all sheet metal trims and copings, all roof insulation layers in full to expose the structural roof decking daily.
2. Do not remove more roof area than can be covered daily with new waterproofing layers including either the base layers of roof insulation and mod. Bit. Base sheet or a temporary roof membrane applied directly to the decking to insure daily water tight conditions.
3. Insure all decking areas a cleaned smooth as required to provide a proper substrate for the new roofing system.
4. Inspect all decking areas and insure the substrate is sound for proper roofing installation.

Insulation & Base Sheet Installation per decking type:

Concrete Decks Only: (roof areas A1, A4)

1. Install a fully adhered vapor barrier (mod bit base sheet) in cold adhesive directly to the decking. No primer required. The membrane should turn up the exterior walls and curbs to create an envelop with the new membrane flashings.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with slope in structure Only: (roof areas A2, A6, A7)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with no slope in structure: (roof areas A5)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install a tapered insulation plan (poly iso) to provide positive drainage to all roof drains with mechanical fasteners.

a. 1:12 slope

3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Decks with slope in structure: (roof areas A3)

1. Directly to the wood decking, Install one layer of type 2 nailable sbs base sheet with metal flange simplex nails in a shingle effect overlapping manner. Starting at the low point of the roof working towards the high side.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood blocking:

1. Under all existing coping and edge metal conditions:
    a. Remove one layer of wood blocking and replace with one new layer of solid 2x non-treated wood blocking.
    b. Provide this cost as an allowance based on a unit cost.
    c. If this work is not required after inspection of the existing wood blocking (if present) by Garland/owner, portions of this allowance will be credited to the project.

Scope of Work: All Roof Areas:

1. Install a 2 ply mod bit mineral roof system in cold adhesive per specification and Garland details.
    a. Heat weld all finished cap sheets.
2. Install one 39''x39'' 4lb lead sheet metal flashing at each roof drain bowl under the clamping ring.
    a. Prime both sides with asphalt primer and round all corners with snips.
    b. Set lead in bed of aspalt mastic and press into place.
    c. Lead flashings should have a minimum of one ply under the sheet and two plied of membrane on top.
3. Install matching 2 ply mod bit mineral membrane flashings.
    a. Base flashings to be installed over the top of all parapet caps.
    b. Cap Flashings to stop at the top of the wood blocking.
    c. Install one layer of high temperature metal underlayment (self adhering) over the tops of all parapets before installing sheet metal copings.
    d. Three course all flashings laps in aluminum grade mastic and reinforcement mesh.
4. Install a continuous termination bar around all membrane flashings into all masonry substrates. Nailable substrates such as wood can receive metal washer simplex nails in lieu of termination bar.
5. Install new 22 ga sheet metal contractor fabricated flashings at all condition to cover the exposed leading edge of membrane flashings and termination.
    a. All masonry conditions are to receive new reglet mounted counter flashings.
    b. All mechanical curb conditions new sheet metal flashings should be skirted and installed under the curb flange.
6. Install new 22 ga sheet metal copings that are to be contractor fabricated.
    a. The copings should be ANSI-SPRI ES1 certified.

All Limestone masonry stone caps:

1. Top dress all mortar joints with a solid application of clear All-sil silicone sealant.

Ladder Replacement:

1. Remove all existing rooftop ladders and dispose.
2. Steel connections to be cut flush with the masonry wall and patched with Greenlock XL sealant and sand to match the existing mortar.
3. Install new rooftop access ladders per drawings and specifications.

Egress Walkway Guardrail:

1. Remove the existing ballasted walkway guardrail after the immediate roofing area has the new cap sheet installed.
    a. The existing guardrail must remain in place and in function during the construction project.
2. Dispose of the existing guardrail.
3. Install a new ballasted guardrail system per drawings and specifications.

End of Document.

Roof Overview & Core Cut Data

LFUCG

PMDAC



A1
Concrete/Gypsum Deck
Total Thickness 3 inches
2 inch polyiso
½ inch WoodFiber/Perlite
TPO/PVC

A2, A6, A7
Total Thickness: 2.75 Inches
Sloped Metal Deck
2 Inch polyiso
½ inch woodfiber
2 ply modified bitumen

A3
Total Thickness: 2 inches
Sloped Wood Deck
Perlite Insulation
BUR

A5
Total Thickness: 4-8.5 inches
Flat Metal Deck
Tapered Polyiso insulation
Perlite insulation
2 ply modified bitumen

A4
Concrete Deck
Total Thickness 3 inches
2 inch polyiso
½ inch WoodFiber/Perlite
2 ply modified bitumen

THE GARLAND COMPANY INC.
3800 E 91ST ST. | CLEVELAND, OH 44105-2197
PHONE (216)641-7500 | FAX (216)641-0633

LFUCG

PART IV

GENERAL CONDITIONS

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    13.8 Final Payment and Acceptance
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    13.10 Waiver of Claims

14. Suspension of Work and Termination

14.1 OWNER May Suspend Work
14.2 OWNER May Terminate
14.3 CONTRACTOR'S Services Terminated
14.4 Payment After Termination
14.5 CONTRACTOR May Stop or Terminate

15. Miscellaneous

15.1 Claims for Injury or Damage
15.2 Non-Discrimination in Employment
15.3 Temporary Street Closing or Blockage
15.4 Percentage of Work Performed by Prime CONTRACTOR
15.5 Clean-up
15.6 General
15.7 Debris Disposal

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER

The Lexington-Fayette Urban County Government.

1.23 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector

The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

SECTION 05520

Roof Top Guardrails

PART 1 GENERAL

1.1 SUMMARY

Provide and install freestanding KeeGuard® Roof Edge Protection System, including pipe railings, uprights, bases, counterweights, fittings and delivery to site.

RELATED SECTIONS

A. Division 7 Specifications

1.2 REFERENCES

A. American National Standards Institute (ANSI) - A21.l Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.

B. American National Standards Institute (ANSI) - A58.l Minimum Design Loads in Buildings and Other Structures.

C. American National Standards Institute (ANSI) - Al 17.1 Accessible and Usable Buildings and Facilities.

D. American Society of Testing and Materials (ASTM) A47 - Standard Specification for Ferrite Malleable Iron Castings.

E. American Society of Testing and Materials (ASTM) A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

F. American Society of Testing and Materials (ASTM) A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

G. American Society of Testing and Materials (ASTM) A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.

H. Occupational Safety & Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

1.3 SUBMITTALS

. Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Shop Drawings: Indicate profiles, sizes, connections, size and type of fasteners and accessories.
3. Field Measurements: Verify field measurements prior to assembly and/or ordering.
   Storage and handling requirements and recommendations.
4. Installation Instruction.

B. Shop Drawings: Drawings showing fabrication and installation of handrails and

guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.

C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.4 QUALITY ASSURANCE

A. Railings Structural Requirements:
1. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds (90719 g) applied in any direction on the top rail.
2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 pounds (90719 g) applied to one square foot (8165 g/sm) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.

B. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Kee Safety, Inc.

B. Substitutions: Not permitted.

2.2 SYSTEMS

A. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on the Drawings.

1. Fittings: Cast iron.
2. Handrail Tubing, 12 gauge, Size
a. 1-1/4 inches – 1.660 inches O D.

3. Handrail Pipe, Schedule 40, Size:
   a. 1-1/4 inches – 1.660 inches (38 mm) O D.
4. Infill Panels: All locations

B. Roof Edge Protection: Provide freestanding KeeGuard Roof Edge Protection System, including pipe railings, uprights, bases, counterweights and fittings.

1. Freestanding counterweighted guardrail system with 42 inch (1067 mm) minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb (90719 g) in any direction to the top rail per OSHA Regulation 29 CFR 1910.23.
2. Pipe: Steel, 1-1/2 inches (48 mm) schedule 40, galvanized.
3. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
4. Rails and Posts: Galvanized Tube, 12 gauge, 1-1/2 inches 1.90 inches (38 mm) diameter.
5. Counterweight Levers: Galvanized Tube, 12 gauge, 1-1/4 inches 1.660 inches (38 mm) diameter.
6. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.
7. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.
8. Fasteners: stainless steel or galvanized.

C. Custom Design: Provide pipe, fittings, and accessories as indicated or required by Drawings to match design indicated.

2.3 MATERIALS

A. Pipe:
1. Steel Pipe: Steel, 1-1/2 inches (38 mm) schedule 40, galvanized.
2. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.

B. Fittings, Including Elbows, Crossovers, Wall flanges, Tees, Couplings:
1. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.

C. Finish: Polyester factory applied spray coating.

D. Fasteners: Type 304 or 305 stainless steel or galvanized.

2.4 FABRICATION

A. Fit and shop assemble components in largest practical sizes for delivery to site.

B. Upright tops shall be plugged with weather and light resistant material.

C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART 3 EXECUTION

3.1 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 foot pounds (39 N-m) of torque.

C. Perform cutting, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED SECTIONS:

1. Division 7 Specifications

1.2 SUMMARY:

A. This portion of the specification sets forth the general requirements, including the quality and type of materials required for the installation of all pressure treated lumber used for wood curbs, nailing strips, miscellaneous blocking material, unexposed fillers, fascia, edging strips, etc

1.3 STORAGE:

A. All material specified herein shall be stored (after delivery to the site) so that it will be fully protected from damage and weather, and shall be piled to prevent warpage. All lumber shall be fully protected to maintain the original required moisture content as specified in item titled "Moisture Content".

1.4 OTHER REQUIREMENTS:

A. Dimensions indicated on the drawings are nominal dimensions (except where details show actual sizes) and shall be subject to the standard reductions required for surfacing or tolerances permitted by the grading rules. Unless otherwise indicated on drawings, all material shall be S4S (surfaced four sides).

1.5 PROTECTION:

A. All finished work shall be adequately protected against damage from any source.

1.6 COORDINATION:

A. Carpenters shall coordinate their work with that of the other trades so that progress continues without interruption.

PART 2 – PRODUCTS

2.1 WOOD - FRAMING AND CURBS:

A.

GRADING RULES, GRADES, AND SPECIES

1. Lumber: Southern Pine, yellow pine, Douglas fir, spruce, ponderosa pine, larch or Hemlock and shall meet the following minimum grade requirement of construction standard (75% #1 and 25% #2); free from warping and visible decay. Lumber shall be graded according to the standard grading rules of the Southern Pine Inspection Bureau, the West

Coast Lumber Inspection Bureau, or the Western Wood Products Association.

B. MOISTURE CONTENT

1. All lumber shall be air-dried or kiln-dried before treatment, so that the moisture content is not more than 19%. After treatment, it shall be kiln-dried at temperatures not exceeding 160 degrees F. (71 degrees C) so that the moisture content is not more than 19% at time of shipment.

C. DECAY-RESISTANT TREATMENT:

1. Lumber in contact with roofing or acting as fascias, and all other exterior lumber, shall be pressure-treated with a waterborne preservative in accordance with AWPA Specification P5.

2. Treating processes, material conditions, plant equipment, and other pertinent requirements shall conform to AWPA Specifications C1 and C2 for specific kind of lumber and type of preservative to be used. Retention shall be as required for intended use.

3. All treated lumber shall bear the mark of a code recognized third party agency such as the AWPA.

PART 3 - EXECUTION

3.1 CARPENTRY:

A. At roof edge to receive metal fascia, around all roof top penetration perimeters, and under any flashing component that is to have a roof flange mechanically fastened to roofing substrate; Mechanically attach wood blocking. Blocking thickness: Equal to common 2x4", 2x12", 1x4".

B. Fasteners shall be installed in two rows staggered. Spacing in any one row shall not exceed 24 inches. Within eight feet of outside corners, spacing shall not exceed twelve inches in any one row.

C. Wood blocking to be replaced at all parapet wall locations. One layer.

D. Where required, offset blocking layers twelve inches, weave corners.

E. When preservative treated wood is cut, the cut end shall be treated in accordance with AWPA Specification M4.

F. Lumber shall be accurately cut to the work requirements and shall be well fastened.

G. Bolted fastenings shall have washers of adequate size under both heads and nuts. Nails shall be of correct size and quantity for proper fastening. Oversized nails that will result in splitting shall not be used. All fasteners shall be galvanized per ASTM A 153.

END OF SECTION

SECTION 07 22 00

ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Section includes roof insulation over the properly prepared deck substrate.

B. Related Sections:
1. Section 07 05 00 – Common Work Procedures for Thermal and Moisture Protection.
2. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. American Society for Testing and materials (ASTM):
1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
3. ASTM B29 Standard Specification for Refined Lead.
4. ASTM B32 Standard Specification for Solder Metal.
5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
9. ASTM C1396 Standard Specification for Gypsum Wallboard.
10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.

21. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.

B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)

C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.

F. Warnock Hersey (WH):
1. Fire Hazard Classifications.

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

H. Steel Deck Institute, St. Louis, Missouri (SDI)

I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)

J. Insulation Board, Polyisocyanurate (FS HH-I-1972)

K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

A. Product Data: Provide manufacturer’s specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.

B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.

C. Provide a sample of each insulation type.

D. Shop Drawings
1. Submit manufacturer’s shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average “R” value for the completed insulation system.

E. Certification
1. Submit roof manufacturer’s certification that insulation fasteners furnished are acceptable to roof manufacturer.

2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108.

B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A or B or C] for external fire and meets local or nationally recognized building codes.

C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM [1-90].

D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
   1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
   2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.
1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
b. Thickness: Minimum 2.2''.
c. R-Value: 25
a. 2 layers of 2.2''
d. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1.
e. Acceptable Products:
1) ENRGY-3; Johns Manville
2) Hytherm; Dow
3) EnergyGuard; GAF
4) Approved Equivalent
2. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
b. Thickness: Minimum ½''
c. Average R-Value: not applicable
d. Tapered Slope:
1. Structurally Flat Deck areas:
a. ¼:12 slope.
2. 1/8:12 structurally sloped decking areas:
a. 1/8:12 slope.
3. Saddles / Crickets:
a. Twice the slope of the finished roof slope per roof area.
e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1
f. Acceptable Products:
1) ENRGY 3; Johns Manville
2) EnergyGuard; GAF
3) Approved Equivalent
3. Dens-Deck Prime Roof Board
a. Qualities: Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.
b. Board Size: Four feet by four feet (4'x4').
c. Thickness: One quarter (1/4) inch.
d. Thickness: One half (1/2) inch.
e. Thickness: Five eighths (5/8) inch.
f. R-Value: .28
g. R-Value: .56
h. R-Value: .67
i. Compliances: UL, WH or FM listed under Roofing Systems.

2.3 RELATED MATERIALS

A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
   1. Acceptable Manufacturers:
      a. The Garland Company, Inc.
      b. Celotex
      c. Johns Manville
      d. GAF
      e. Approved Equivalent

B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.

C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.

D. Asphalt: ASTM D312, Type III Steep Asphalt.

E. Roof Deck Insulation Adhesive: Insul-Lock HR - Dual-component, high rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
   1. Tensile Strength (ASTM D412)……250 psi
   2. Density (ASTM D1875)……..8.5 lbs./gal.
   3. Viscosity (ASTM D2556)……22,000 to 60,000 cP.
   4. 2 `Peel Strength (ASTM D903)…..17 lb/in.
   5. 3 `Flexibility (ASTM D816)……Pass @ -70°F

F. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
   1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section “Common Execution Requirements.”

3.2 INSPECTOR OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
   1. Verify that work which penetrates roof deck has been completed.
   2. Verify that wood nailers are properly and securely installed.
   3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
   4. Do not proceed until defects are corrected.
   5. Do not apply insulation until substrate is sufficiently dry.
   6. Broom clean substrate immediately prior to application.
   7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
   8. Verify that temporary roof has been completed.

3.3 INSTALLATION

A. Attachment with Mechanical Fasteners
   1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM I-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
   2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
   3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
   4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.
   5. Gypsum and cementitious wood fiber decks: Where the roof deck is visible from the building interior, the contractor shall ensure no penetration of fasteners through underside of the deck. Any holes or spalling caused by fastener installation shall be repaired by the roofing contractor. Where the new roof system thickness exceeds an amount so that a minimum of 1 ½ of penetration cannot be achieved with an Olympic TB Fastener, or approved equivalent, then (and only then) toggle bolts may be used to secure installation to the deck.
   6. Tape joints of insulation as per manufacturer's requirements.

B. Attachment with Insulation Adhesive Approved by Factory Mutual (FM).
   1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
   2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one quarter to one half (1/4-1/2) inch wide beads 12 inches o.c., using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.
   3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
   4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
   5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
   6. Tape joints of insulation as per manufacturer's requirements.

3.4 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cold Applied 2-Ply Asphalt Roofing

1.2 RELATED SECTIONS

A. Division 7 Spec Sections

1.3 REFERENCES

A. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

B. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

C. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

D. ASTM D 412 - Tensile Test on Rubber and Elastomers.

E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

G. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.

H. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.

I. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.

J. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

K. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

L. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

M. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

N. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

O. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.

P. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.

Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

R. Factory Mutual Research (FM): Roof Assembly Classifications.

S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

V. Intertek/Warnock Hersey (WH): Fire Hazard Classifications.

W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

X. ASCE 7, Minimum Design Loads for Buildings and Other Structures

Y. UL - Fire Resistance Directory.

Z. FM Approvals - Roof Coverings and/or RoofNav assembly database.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
1. Factory Mutual Class A Rating.
2. Underwriters Laboratory Class A Rating.
3. Intertek/Warnock Hersey Class A Rating.

C. Design Requirements:
1. Uniform Wind Uplift Load Capacity
a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
1) Design Code: ASCE 7, Method 2 for Components and Cladding.
2) Importance Category:
a) I.
b) II.
c) III.
d) IV
3) Importance Factor of:
a) 0.77
b) 1.0
c) 1.15
d) 2.0
4) Wind Speed: ___ mph
5) Exposure Category:
a) B.
b) C.
c) D.
6) Design Roof Height: ___ feet.
7) Minimum Building Width: ___ feet.
8) Roof Pitch: ___ :12.
9) Roof Area Design Uplift Pressure:
a) Zone 1' Interior Field of Roof ____psf -

b) Zone 1 - Field of roof ___ psf
c) Zone 2 - Eaves, ridges, hips and rakes ___ psf

D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

E. Roof system shall have been tested in compliance with the following codes and test requirements:
1. FM Approvals:
a. RoofNav Website

1.5 SUBMITTALS

A. Submit under provisions of Section 01 30 00.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

E. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio-based materials.

F. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

G. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present (insert days here) days per week during the roof system installation.

F. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
   1. Warranty Period:
      a. 30 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

B. Substitutions: Not permitted.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
   1. Bidder will not be allowed to change materials after the bid opening date.
   2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
   3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
      a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
      b. Will provide the same guarantee for substitution as for the product and method specified.
      c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
      d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
      e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
      f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
   4. Architect/ Owner reserves the right to act as the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that have met ALL specified requirement criteria.
   5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY ROOF SYSTEM - STRESSPLY, OPTIMAX, OR VERSIPLY

A. Base Sheet at deck level:
   1. Wood decks:
      a. Nailable Base Sheet: One ply fastened to the deck per wind uplift calculations.
   2. Metal decks:
      a. None.
   3. Concrete decks:
      a. Adhered vapor barrier: One ply fully adhered to deck in specified adhesive.

B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

D. Interply Adhesive: (1 and 2)

E. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:

F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

G. Flashing Ply Adhesive:

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
   7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Metal Deck: Metal deck shall be installed as specified in Section
   1. Fastening of the deck should comply with the anticipated live and dead loads

pertaining to the building as well as applicable Code.

2. Steel decks shall be minimum 22-gauge factory galvanized or zinc alloy coated for protection against corrosion.
3. Suitable insulation shall be mechanically attached as recommended by the insulation manufacturer.
4. Decks shall comply with the gauge and span requirements in the current Factory Mutual FM Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
5. When re-roofing over steel decks, surface corrosion shall be removed, and repairs to severely corroded areas made. Loose or inadequately secured decking shall be fastened, and irreparable or otherwise defective decking shall be replaced.

C. Wood Deck:

1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
3. **Install an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.**
4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

D. Poured reinforced concrete:

1. Shall be smooth, dry, clean, and free of ice/frost, projections, and depressions. Concrete shall be fully cured, and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.
2. Prepared concrete surfaces for roofing or insulation by priming with asphalt/concrete primer conforming to ASTM D 41. Apply at a rate of approx. 1 gallon/100 sq. ft. (.4 L/m2). All primed areas shall be fully dried before proceeding with the application of the roof system. Hold back bitumen at the joints approximately 4 inches (102 mm) to prevent bitumen drippage.
3. **Adhere one ply of sbs base sheet in cold applied adhesive to provide 100 percent adhesion to the decking. Apply as typical mod bit installation requirements allow.**

E. Re-Roofing Applications:

1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or

insulation and a base sheet prior to the application of roofing system.

6. Existing roof surfaces shall be primed as necessary with asphalt primer meeting ASTM D 41 and allowed to dry prior to installing the roofing system.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
   1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
   2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

A. Base Ply: Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in interply adhesive applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
   1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
   2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
   3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
   4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
   5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
   6. Install base flashing ply to all perimeter and projection details.
   7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Cut cap ply sheets into 18-foot lengths and allow plies to relax before

installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
5. Extend membrane 2 inches beyond top edge of all cants in full mopping's of the cold adhesive as shown on the Drawings.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o.c. to achieve constant compression. Provide suitable sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.

1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) o.c. and sealed at top.
5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.

6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
   1. Warranty shall be issued upon manufacturer's acceptance of the installation.
   2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
   4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:
   1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements according to ASTM D 5147.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:
   1. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) (50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

C. Interply Adhesive:
   1. Rubberized, polymer modified cold process asphalt roofing bitumen V.O.C. compliant ASTM D 3019. Performance Requirements:
      a. Non-Volatile Content ASTM D 4479 78%
      b. Density ASTM D1475 9.0 lbs./gal.
      c. Viscosity Stormer ASTM D562 900-1100 grams
      d. Flash Point ASTM D 93 100 deg. F min. (37 deg. C)
      e. Slope: up to 2:12

D. Flashing Base Ply:
   1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements

according to ASTM D 5147.

a. Tensile Strength, ASTM D 5147
    1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
    2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
b. Tear Strength, ASTM D 5147
    1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
    2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
c. Elongation at Maximum Tensile, ASTM D 5147
    1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
    2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
d. Low Temperature Flexibility, ASTM D 5147:
    1) Passes -30 deg. F (-34.4 deg. C)

E. Flashing Cap (Ply) Sheet:
1. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
    a. Tensile Strength, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
        2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
    b. Tear Strength, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
        2) (50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
    c. Elongation at Maximum Tensile, ASTM D 5147
        1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
        2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
    d. Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

F. Flashing Ply Adhesive:
1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
    a. Non-Volatile Content ASTM D 4479 70% min.
    b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
    c. Flash Point ASTM D 93 103 deg. F (39 deg. C)

END OF SECTION

SECTION 07600
FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Provide all labor, equipment, and materials fabricate and install the following.

1. Coping Caps.
2. Edge strip and flashing.
2. Fascia, scuppers, and trim.
3. Counterflashings over bituminous base flashing.
4. Counterflashings for roof accessories.
5. Counterflashings at roof mounted equipment and vent stacks.
6. Base flashing coverings.
7. Fascia and edge metal.
8. Gutters and down spouts.
9. Counterflashings at walls and penetrations.
10. Lead flashing for bituminous membranes.
11. Other components.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the Contract apply to this Section.

B. RELATED SECTIONS

1. Division 7 Section Specifications

1.3 SUBMITTALS

A. Bidders will provide at the request of the owner post bid.

1.4 QUALITY ASSURANCE

A. Reference Standards

1. Comply with details and recommendations of SMACNA Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.

D. Manufacturer shall have in place a documented, standardized method for maintaining quality control such as ISO-9001 approval.

E. The roofing manufacturers representative shall conduct all required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

F. Coping caps must meet or exceed ANSI SPRI ES-1 building code and have letter from manufacturer stating meeting or exceeding requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.6 JOB CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.

B. Protection:

1. Provide protection or avoid traffic on completed roof surfaces.
2. Do not overload roof with stored materials.
3. Support no roof-mounted equipment directly on the roofing system.

C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.8 WARRANTIES

A. Manufacturer's Warranty

1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

B. Contractor's Warranty

1. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 PRODUCTS

2.1 APPROVED EQUIVALENT

A. Contractor must submit any product not specified a minimum ten days before the bid date to Owner in order for product to be considered for approval. The Owner will notify Contractor, in writing, of decision to accept or reject request.

2.2 MATERIALS

A. Metal system is to be comprised of minimum 24 gauge or 22 gauge Galvanized Steel, coated on both sides with an epoxy primer and on the weathering surface with a polyvinylidene fluoride or siliconized polyester baked organic coated finish. Product must meet or Exceed ANSI SPRI ES-1 Building code for wind uplift pressures.

1. Acceptable Manufacturers: To be source from the primary roofing manufacturer.

2. Materials
   a. Copings: To be contractor manufacturered metal coping system with slope built into the design. From 22 Gauge Steel.
      - Continuous cleat mounted on the exterior wall.
      - Face fastener on the enterior wall.
      - Laps: concealed splice plates.
      - Corners: mitered, pop rivets, and sealed with clear sealant.
   b. Sheet Stock:
      - Galvanized Steel, in thickness of 22 Gauge Galvanized. Minimum gauge of steel to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
      - Kynar 500
      - Colors: Owner from manufacturer’s standard color chart.

2.3 RELATED MATERIALS

A. Metal Primer: Zinc chromate type.
B. Plastic Cement: ASTM D 4586
C. Sealant: Specified on drawings.
D. Lead: Meets Federal Specification QQ-L-201, Grade B, four pounds per square foot.
G. Underlayment: roofing systems base flashing ply.
H. Fasteners:
   1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
   2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.

I. Termination Bars:

1. Shall be aluminum unless otherwise recommended by membrane manufacturers.
2. Material shall be .125” x 1” (minimum) aluminum conforming to ASTM B-221, mill finish. Bar shall have caulk cup as required.

PART 3 EXECUTION

3.1 PROTECTION

A. Protect contact areas of dissimilar metals with heavy asphalt or other approved coating, specifically made to stop electrolytic action.

3.2 GENERAL

A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.
B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual I-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
D. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.

3.3 INSPECTION

A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
B. Verify membrane termination and base flashings are in place, sealed, & secure.
C. Beginning of installation means acceptance of existing conditions.
D. Field measure site conditions prior to fabricating work.

3.4 SHOP FABRICATED SHEET METAL

A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
C. Hem exposed edges.
D. Angle bottom edges of exposed vertical surfaces to form drip.
E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4” opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.
G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal

and Air Conditioning Contractor's National Associations, Inc.

3.5 FLASHING MEMBRANE INSTALLATION

A. RAISED METAL EDGE DETAIL

1. See details for scuppers. For manufactured edge metal, scuppers shall be factory fabricated.
2. Accessories: Joint covers, corners, supports, strip flashing at joining, fastenings and other accessories shall be included.
3. Install continuous cleat fasten 6" O.C. Fasten flange to wood nailer every 6" staggered.
4. Install new metal edge hooked to continuous cleat.
5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.

B. SURFACE MOUNTED COUNTERFLASHING

1. Counter flashing shall be provided with watertight accessories such as miters, transitions, end caps, etc. and finished to match.
2. Accessories: Joint covers, corners, fasteners, strip flashing at joinings, fastening, and other accessories shall be included.
3. Apply butyl tape to wall behind flashing. Secure termination bar through flashing butyl tape and into wall.
4. Secure counterflashing with expansion fasteners and caulk opening.

C. CURB DETAIL/AIR HANDLING STATION

1. Counterflashing shall be provided with watertight accessories such as miters, transitions, end caps, etc. and finished to match.
2. Accessories: Joint covers, corners, fasteners, strip flashing at joinings, fastening, and other accessories shall be included.
3. Install pre-manufactured expansion joint cover. Fasten sides 8" O.C. with fasteners and neoprene washers.
4. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

D. PLUMBING STACK

1. Prime flange and sleeve at a rate of 100 square feet per gallon and allow to dry.
2. Install properly sized sleeves in a 1/4" bed of elastomeric sealant.
3. Turn sleeve a minimum of 1" down inside of stack.
4. Caulk intersection of the membrane and flange with elastomeric sealant.

END OF SECTION

SECTION 079200

JOINT SEALANTS

PART 1 – GENERAL

1.1 SUMMARY

A. This document describes the sealing of vertical joints/cracks using a one-component elastomeric joint sealant.

B. Related Sections:
   1. Section 042100 – Masonry Assemblies Unit Masonry
   2. Section 076200 – Sheet Metal Flashing and Trim

1.2 SYSTEM DESCRIPTION

A. Design Requirements:
   1. Design number of joints and joint widths for maximum of ± 25% movement.
   2. Design depth of sealant to be ½ width of joint.
      a. Maximum Depth: ½ in.
      b. Minimum Depth: ¼ in.
      c. Maximum Recommended Width: 1 in.

B. Performance Requirements: ASTM C 920, Type S, Grade NS, Use T2, NT, M, A, G and O, Federal Specification TT-C-0230C, ASTM C 1382 for use with EIFS

1.3 DELIVERY, STORAGE AND HANDLING

A. All materials must be delivered in original packaging.

B. Materials must be kept off the ground and protected from inclement weather conditions including but not limited to rain, snow, ice, frost, and high temperatures.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: Manufacturer must provide a sample of each sealant to be applied.

C. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Interpretations of test results written recommendations for substrate preparation as needed to obtain proper adhesion.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer’s authorized representative who is trained and approved for installation of the material for this project.

B. Source Limitations: Obtain each kind of joint sealant from single source and single manufacturer.

C. Pre-installation Conference: Conduct conference at project site.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
   2. When joint substrates surfaces are damp or wet.
   3. Where joint widths are outside of the joint width parameters set by the joint sealant manufacturers recommendations.
   4. Where contaminants capable of interfering with adhesion have not yet been properly removed from joint substrates.
   5. Where joint movement will occur exceeding the sealants capabilities.

1.7 WARRANTY

A. Upon completion of installation, and acceptance by the owner and architect, the manufacturer will supply to the owner the appropriate warranty.

B. Installer will submit a two (2) year labor warranty to the sealant manufacturer directly and provide a copy directly to owner (5 Year Material Only)

PART 2 – PRODUCTS

2.1 GENERAL MATERIALS

A. Compatibility: Provide joint sealants, approved backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Backing Material: Provide backing material or bond breaker tape compatible with joint sealant based on manufacturers recommendations.

2.2 SILICONE JOINT SEALANT PRODUCTS (ALL-SIL)

A. Silicone Sealant: One part, medium, modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.
   1. Tensile Strength (ASTM D412): 230 psi
   2. Elongation (ASTM D412): 360%
   3. Hardness, Shore A (ASTM C920): 24

2.3 MS JOINT SEALANTS (TUFF-STUFF MS)

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation (ASTM D412): 450 - 550%
   2. Hardness, Shore A (ASTM C920): 25 - 35
   3. Shear Strength (ASTM D1002): 275 psi

2.4 POLYETHER JOINT SEALANTS (GREEN-LOCK SEALANT XL)

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.

1. Elongation at Break: 750%
2. Hardness, Shore A (ASTM D-2240) at 21 days: 24 ± 3

*Note: All product testing above was performed in ideal laboratory temperature and conditions.

PART 3 – SCOPE OF WORK

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants. With installer present, ensure joint sealant manufacturer's requirements for joint configuration, installation tolerances, and other conditions proven to affect joint sealants performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant including; dust, old joint sealant, oil, grease, frost, moisture, and any other foreign contaminants that could interfere with proper adhesion.
   2. Prepare and clean porous joint substrate surfaces by mechanical abrading, grinding, brushing, or a combination of these methods to produce a virgin, sound substrate capable of developing a tenacious bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
   3. Once joint is prepared adequately wipe surface with denatured alcohol prior to sealant application.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install approved sealant backings of kind indicated on sealant manufacturers data sheet to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Ensure sealant backing material is continuous and free of any gaps between each section.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry approved material.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
   1. Ensure proper backing material is used.
   2. Ensure backing material is installed at proper depth.
   3. Ensure proper size backing material is used.

E. Install masking tape to protect surfaces adjacent to recessed tooled joints.

F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Install sealant into prepared joints when joint is at the midpoint of its contraction and expansion cycle.
   2. Install sealants so they directly contact and fully wet the joint substrates.
   3. Completely fill the recesses in each joint configuration.
   4. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow sealants to utilize maximum movement capabilities.

END OF SECTION

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Reroof Project 2025
Addendum #1

1. Asbestos materials testing results to be provided in addendum 2.
2. At roof A5, the existing roof hatch curb and associated wood blocking is to be removed. See provided deck infill detail provided to be provided in addendum 2.
3. Insulation:
    a. Base bid: R25 two layers of 2.2” and tapered where required. Drain sumps at each drain down to the existing drain heights.
    b. Additional cost to be provided for R30 two layers of 2.6” in lieu of R25.
4. Wood blocking:
    a. All wood blocking to be treated.
    b. At parapet caps, remove one layer of wood blocking and install one new layer of solid treated wood 2x blocking the width of the wall.
    c. All wood blocking at roof edges along eaves to be replaced and new blocking heights to match the thickness of the finished roof up to the cover board. Nailers to be 2x6.
    d. On roof A1 only, 2x6 wood nailers to be installed every 8’ on center going up the roof the thickness of the finished roof. These will serve as nailers for back nailing the mod bit sheets as required for roof slopes over 2/12 slope.
5. For membrane flashings taller than 24”, install mechanical fasteners with insulation plates in the base sheet side laps and cap sheet side laps starting at 24” above the finished roof height, 8” on center vertically. Fasteners to be installed in the bottom sheet of the side lap and covered with the overlapping sheet. Each flashing lap of the of the flashing cap will be covered with a three course application of Silver flashing and mesh.
6. Sheet metal mock ups:
    a. For each sheet metal condition type (ie. Copings, counter flashings, , coping corner, custom fabrications, etc.) no more than one 10’ max length section is to be installed prior to owner approval of the provided mock up detail. Mock up will serve for approval of both function, aesthetic appeal, and waterproofing.
7. New rooftop ladders to be provided by contractor and installed by contractor.
8. At both (2) existing steel staircases on the roof, contractor to prime the bottom tread with rust inhibitive primer and paint with two coats of safety yellow Rust-o-leum paint. No other modifications to the stairs required.
9. The new egress ballasted walkway railing to be provided by Garland and installed by the roofing contractor.
    a. The removal of the existing railing is to be coordinated with the owner / occupants to insure it is not removed when any events are occurring or scheduled to occur while the railing is removed.
    b. When the railing is removed, temporary roof flag lines and cones to be provided in the same line to serve as temporary caution line.
    c. The original railing or new railing must be in place when any events are occurring.
    d. The existing egress walkway is to be removed from the roof without damage and returned to the owner. Contractor to place neatly on a pallet in the ground and owner to remove from site.

10. Liquid applied walk path surfacing:
    a. At the areas as located on the roof drawings, install a silicone liquid applied surfacing coating to serve as a walkway coating.
    b. Coating to be safety yellow color.
    c. Embed granules into the coating and embed with coating.
    d. Coating to be applied per specifications to be provided with addendum 2.
11. Progress meeting to be held bi-monthly.
12. Addendum 2 to be issued by 4/15/25 EOB.
13. Revised Roof Drawings are attached with this addendum and replace the previous documentation.

End of Document.

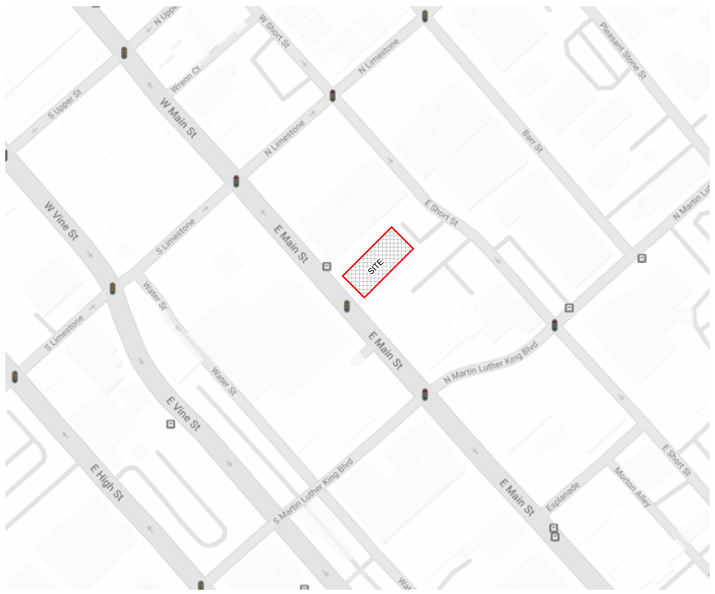
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

141 E Main St, Lexington, KY 40507



*IMAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO DRAWINGS.

VICINITY MAP



LEXINGTON, KY

PROJECT TEAM

ARCHITECT
integrity Architecture, PLLC
203 E. Fourth Street
Lexington, KY 40508
(859) 368-9712

DRAWING INDEX

ARCHITECTURAL

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A1.4	ROOF DETAILS
A4.1	BUILDING SECTIONS
A4.2	SECTIONS
A4.3	SECTIONS
A4.4	SECTIONS

ABBREVIATIONS

A	
&	And
@	At
A/C	Air Conditioning
AB	Anchor Bolt
ADH	Adhesive
ADJ	Adjustable / Adjacent
AFF	Above Finished Floor
AGG	Aggregate
AHU	Air Handling Unit
ALUM	Aluminum
ANCH	Anchor
APPROX	Approximate
ASSY	Assembly
AUTO	Automatic
B	
B.O.	Bottom Of
BD	Board
BIT	Bituminous
BLK	Block
BLKG	Blocking
BM	Beam, Bench Mark
BOT or BTM	Bottom
C	
C/C or OC	Center to Center
CAB	Cabinet
CER	Ceramic
CF	Cubit Feet
CFI	Contractor Furnished & Installed
CHAN	Channel
CIP	Cast in Place
CJ	Control Joint
CLG	Ceiling
CLO	Closet
CLR	Clear
CMU	Concrete Masonry Unit
COL	Column
CONC	Concrete
COND	Condition,Condenser,Condensate
CONST	Construction
CONT	Continuous
CONTR	Contractor
CSG	CASING
CTSK	Countersink
CW	Cold Water, Clockwise
D	
DBL	Double
DEP	Depressed
DET	Detail
DIA	Diameter
DIM	Dimension
DN	Down
DS	Downspout
DWG(S)	Drawing(s)
E	
(E)	Existing
EA	Each
EJ	Expansion Joint
EL or ELEV	Elevation
ELEC	Electric, Electrical
EMERG	Emergency
ENCL	Enclosure
EQ	Equal
EQUIP	Equipment
EQUIV	Equivalent
ESMT	Easement
EXIST	Existing
EXP	Expansion
EXT	Exterior
F	
FAB	Fabricate
FC	Fire Code
FD	Floor Drain
FDN	Foundation
FFE	Finished Floor Elevation
FH	Flat Head
FIN	Finish, Finished
FL	Floor
FLASH	Flashing
FLEX	Flexible
FRT	Fire Retardant Treated
FTG	Footing
FURR	Furring
FV	Field Verify
G	
GA	Gauge
GALV	Galvanized
GEN	Generator
GFI	Ground Fault Interrupt
GL	Glass, Glazing
GLUE LAM	Glue-Laminated
GND	Ground
GR	Grade
GST	Glazed Structural Tile
GYP	Gypsum
H	
HB	Hose Bib
HC	Hollow Core
HD WD	Hardwood
HDR	Header
HDWE	Hardware
HM	Hollow Metal
HORIZ	Horizontal
HP	Horse Power
HT	Height
HTG	Heating
HTR	Heater
HW	Hot Water, Hard White
I	
ICF	Insulated Concrete Form
ID	Inside Diameter / Inside Dim
IF	Inside Face
IFA	Integrated Framing Assembly
INSUL	Insulation
INT	Interior
INV	Invert
IR	Inner Radius
J	
JB	Junction Box
JST	Joist
JT	Joint
K	
KBC	Kentucky Building Code
L	
L	Angle, Long
LAM	Laminated
LF	Light Fixture, Linear Feet
LH	Left Hand
LLV	Long Leg Vertical
LOC	Location
LOL	Laugh Out Loud
LT	Light
LTWT	Lightweight
M	
M.B.M.	Metal Building Manufacturer
MAS	Masonry
MATL	Material
MAX	Maximum
MC	Miscellaneous Channel
MECH	Mechanical
MED	Medium, Medicine
MFR	Manufacturer
MIN	Minimum, minute
MISC	Miscellaneous
MPE	Mechanical, Plumbing, & Electrical
MPEF	Mechanical, Plumbing, Electrical, & Fire Protection
MT	Mount
MTD	Mounted
MTG	Mounting
MTL	Metal
MULL	Mullion
N	
(N)	New
NA	Not Applicable
NET	Means Exact Dimension Req'd.
NIC or N.I.C.	Not in Contract
NO. or #	Number
NOM	Nominal
NTS	Not to Scale
O	
OC	On Center
OD	Outside Diameter
OF	Outside Diameter
OFCI	Owner Furnished, Contractor Installed
OFI	Owner Furnished & Installed(NIC)
OH	Overhead
OPG	Opening
OPP	Opposite
OR	Outer Radius
P	
+/-	Plus or Minus
P/C	Poured Concrete
PART	Partition
PART BD	Partical Board
PASS	Passage
PEMB	Pre-Engineered Metal Building
PERF	Perforated
PERIM	Perimeter
PERP	Perpendicular
PF CMU	Prefaced Conc. Mas. Unit
PH	Phase
PLAM	Plastic Laminate
PLAS	Plaster
PLUMB	Plumbing
PLYWD	Plywood
POL	Polished
POLY CARB	Polycarbonate Sheet
PR	Pair
PREFAB	Prefabricated
PROJ	Project, Projected
PT	Point, Pressure Treated
PVC	Polyvinyl Choloride
PVMT	Pavement
R	
R	Riser, Radius
R or RAD	Radius
REBAR	Reinforcing Bar
REF	Reference, Refer
REFR	Refrigerator
REINF	Reinforce,Reinforced,Reinforcing
REQD or REQ'D	Required
RESIL	Resilient
RET	Retaining, Return
RH	Right-Hand
RO	Rough Opening
S	
SC	Solid Core
SCHD	Schedule
SECT	Section
SEP	Separate, Separation
SF	Square Feet, Split Face
SHEATH	Sheathing
SHT	Sheet
SIM	Similar
SPEC	Specifications
SQ	Square
SS	Stainless Steel
STD	Standard
STL	Steel
STOR	Storage
STRUCT	Structural
T	
T	Tread, Thick
T&G	Tounge & Groove
T.O.	Top of
T.O.M.	Top of Masonry
TDS	Turned Down Slab
TEL	Telephone
TF	Top of Footing
TFE	Top of Footing Elevation
THK	Thick, Thickness
THRESH	Threshold
TOC	Top of Concrete
TOIL	Toilet
TOS	Top of Steel
TOW	Top of Wall
TPO	Thermoplastic Polyolefin
TS	Structural Steel Tubing,Tack Strip
TYP	Typical
U	
UG	Underground
UL	Underwriters Laboratory
UNFIN	Unfinished
UNO	Unless Noted Otherwise
V	
VB	Vapor Barrier
VCT	Vinyl-Composition Tile
VERT	Vertical
VIF	Verify in Field
VTR	Vent Through Roof
W	
W	Wide
WND	Window
WWF	Welded Wire Fabric
X	
X	By
Y	
YD	Yard

DEMOLITION GENERAL NOTES

A. THE INTENT OF THE DEMOLITION NOTES IS TO PROVIDE A GENERAL OUTLINE OF EXISTING, (E), ITEMS TO BE REMOVED AND/OR TURNED OVER TO THE OWNER AND TO ALLOW FOR THE NEW, (N), CONSTRUCTION AS OUTLINED ELSEWHERE IN THE CONTRACT DOCUMENTS, BUT SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE FULL RESPONSIBILITY FOR EXAMINING AND VERIFYING THE FULL EXTENT OF (E) CONDITIONS PRIOR TO BIDDING THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL OF ITEMS TO ALLOW FOR (N) CONSTRUCTION SHOWN OR NOT SHOWN ON DEMOLITION PLANS AS MAY BE REQUIRED. CONTRACTOR TO COORDINATE STORAGE OF (E) ITEMS TO BE TURNED OVER WITH OWNER.

B. INFORMATION AND DRAWINGS INCLUDED IN THESE CONTRACT DOCUMENTS PERTAINING TO THIS PROJECT HAVE BEEN OBTAINED FROM ORIGINAL DRAWINGS PROVIDED BY THE OWNER AND/OR FIELD OBSERVATIONS MADE BY THE DESIGN TEAM. THIS INFORMATION IS INTENDED TO PROVIDE THE CONTRACTOR WITH A BASIC UNDERSTANDING OF (E) CONDITIONS - ACTUAL CONDITIONS AND DIMENSIONS MAY VARY FROM THOSE INDICATED ON DRAWINGS. IF CONDITIONS VARY FROM THOSE SHOWN ON DRAWINGS, BRING TO THE ATTENTION OF OWNER / ARCHITECT BEFORE PROCEEDING.

C. THE CONTRACTOR SHALL FIELD VERIFY (E) DIMENSIONS, ELEVATIONS AND ALL CONDITIONS RELATED TO (N) WORK.

D. CAVITY WALLS AND SPACES BEHIND EXTERIOR FINISHES OR PARTIALLY REMOVED WALLS, ROOFS, ETC. SHALL BE PROTECTED FROM DAMAGE AND FROM EXPOSURE TO WEATHER BY THE CONTRACTOR.

E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) ITEMS TO REMAIN CAUSED BY THE DEMOLITION, WORK OR WEATHER EXPOSURE. FIRE RATED ASSEMBLIES AND STRUCTURAL SYSTEMS TO REMAIN COMPLETE AND INTACT U.N.O.

F. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING DUE TO DEMOLITION AND/OR REMOVAL OF EQUIPMENT TO CREATE A FLUSH, SMOOTH SURFACE PROPERLY PREPARED TO RECEIVE (N) FINISHES AS SCHEDULED. CONTRACTOR SHALL TOOTH IN (N) CMU OR BRICK TO MATCH (E) ADJACENT AREAS WHERE REQUIRED.

G. IN AREAS OF DEMOLISHING OR REMOVAL, CAP/SEAL AND/OR RE-ROUTE (E) UTILITIES AS REQUIRED FOR COMPLETE, FUNCTIONING AND FINISHED PROJECT. CONTRACTOR TO COORDINATE UTILITY DEACTIVATION, SWITCH OVER AND ACTIVATION WITH OWNER / ARCHITECT PRIOR TO DEMOLITION.

H. CONTRACTOR SHALL FIELD VERIFY AND REPLACE AS REQUIRED (E) LAMPS, (E) LIGHTING FIXTURES & (E) EXIT SIGNS TO REMAIN FOR COMPLETE, FUNCTIONING AND FINISHED LIGHTING SYSTEM.

I. SEE ROOF PLAN FOR (N) WORK, ITEMS AND ADDITIONAL NOTES NOT SHOWN.

J. SEE PROJECT GENERAL NOTES FOR MORE INFO.

K. PREPARE & SHORE ALL (E) WORK TO REMAIN AS REQUIRED.

L. SHOULD THE CONTRACTOR ENCOUNTER ANY MATERIALS DURING SELECTIVE DEMOLITION AND (N) WORK WHICH ARE SUSPECTED BY THE CONTRACTOR TO BE OF AN UNKNOWN OR QUESTIONABLE COMPOSITION WITH RESPECT TO CONTAINING CONTAMINANTS WHICH MAY BE HAZARDOUS TO HUMAN HEALTH, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF SUCH FINDINGS.

PROJECT GENERAL NOTES

1. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
2. THE TERM "FURNISH" MEANS TO SUPPLY AND DELIVER TO THE PROJECT SITE. "INSTALL" MEANS TO PLACE IN POSITION FOR SERVICE OR USE. "PROVIDE" MEANS TO FURNISH AND INSTALL.
3. NOTES INDICATED AS N.I.C. (NOT IN CONTRACT) ARE SHOWN FOR COORDINATION PURPOSES ONLY.
4. PROVIDE ADDITIONAL HEADERS AS REQUIRED TO ACCOMMODATE ELECTRICAL, HVAC AND PLUMBING PENETRATIONS.
5. CONTACT BETWEEN DISSIMILAR METALS SHALL BE SEPARATED WITH BUTYL TAPE.
6. BACKER ROD SHALL BE USED BEHIND ALL EXTERIOR SEALANT CONDITIONS (TYP.), WHERE SPECIFIC CONDITIONS DO NOT ALLOW BACKER ROD TO BE USED, A BOND BREAKER SHALL BE USED AT THE BACK OF THE JOINT.
7. PAINTED ACCESS PANELS SHALL BE PROVIDED AND INSTALLED WHERE REQUIRED TO MAINTAIN CONCEALED ELEC., MECH. SYSTEMS AND ACCESS POINTS WHETHER OR NOT INDICATED ON THESE DRAWINGS. LOCATIONS SHALL BE APPROVED BY ARCHITECT.
8. PAINT ALL EXPOSED GAS PIPING TO PREVENT RUST - IF PIPING IS VISIBLE, ARCHITECT TO SELECT FINISH / COLOR.
9. FLOOR FINISHING TRANSITIONS HAPPEN AT DOOR THRESHOLDS U.N.O.
10. CONCEALED FRT WOOD BLOCKING SHALL BE PROVIDED AS REQUIRED BY MANUFACTURER OR INSTALLER OF WALL-MOUNTED EQUIPMENT OR FURNISHINGS.
11. ALL WOOD BLOCKING, NAILERS AND PLYWOOD SHALL BE FIRE RETARDANT TREATED (FRT), EXCEPT AT COPINGS WHERE BLOCKING SHALL BE PRESSURE TREATED (PT).
12. ALL FRT WOOD FRAMING AND/OR BLOCKING IN CONTACT W/CONCRETE AND/OR MASONRY SHALL ALSO BE PT.
13. SEPARATE PT WOOD FROM METALS W/ BUILDING FELT, TAPE OR APPROVED METHOD. ANCHORS IN PT WOOD SHALL BE STAINLESS STEEL OR HOT-DIPPED GALVANIZED G-90.
14. LABELED ITEMS ARE NEW, (N). UNLESS LABELED AS EXISTING, (E), OR U.N.O. (E) PORTIONS OF THE BUILDING MAY NOT BE LABELED OR DETAILED; (E) AREAS SHOWN FOR REFERENCE ONLY.
15. IF (E) CONDITIONS VARY FROM THOSE SHOWN ON DRAWINGS, BRING TO THE ATTENTION OF ARCHITECT BEFORE PROCEEDING. INFORMATION COMPILED FROM FIELD MEASUREMENTS AND ORIGINAL CONSTRUCTION DOCUMENTS SUPPLIED BY THE OWNER.
16. THE CONTRACTOR SHALL FIELD VERIFY (E) DIMENSIONS, ELEVATIONS AND ALL CONDITIONS RELATED TO (N) WORK.
17. (E) PAINTED SURFACES IN AREAS OF (N) WORK SHALL BE CLEANED AND PAINTED U.N.O. COLORS TO BE SELECTED BY ARCHITECT.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING DUE TO DEMOLITION AND/OR REMOVAL OF ITEMS TO CREATE A FLUSH, SMOOTH SURFACE PROPERLY PREPARED TO RECEIVE (N) FINISHES AS SCHEDULED. CONTRACTOR SHALL SOAP IN (N) CMU OR BRICK TO MATCH (E) ADJACENT AREAS WHERE REQUIRED.
19. IN AREAS OF DEMOLISHING OR REMOVAL, CAP/SEAL AND/OR RE-ROUTE EXISTING UTILITIES AS REQUIRED FOR COMPLETE, FUNCTIONING AND FINISHED PROJECT. CONTRACTOR TO COORDINATE UTILITY DEACTIVATION, SWITCH OVER AND ACTIVATION WITH OWNER / ARCHITECT PRIOR TO DEMOLITION.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) ITEMS TO REMAIN CAUSED BY THE DEMOLITION, WORK OR WEATHER EXPOSURE. FIRE RATED ASSEMBLIES AND STRUCTURAL SYSTEMS TO REMAIN COMPLETE AND INTACT. PATCH/REPAIR/REPLACE IN AREAS OF WORK TO PROVIDE COMPLETE FINISHED SURFACES.
21. CONTRACTOR IS RESPONSIBLE FOR PHASING / SCHEDULING OF WORK WITH EXISTING BUILDING AND SERVICES - COORDINATE W/ OWNER & ARCHITECT PRIOR TO CONSTRUCTION.
22. THE BUILDING OWNER IS RESPONSIBLE FOR IDENTIFYING WORK PLACE HAZARDS AND HAZARDOUS MATERIALS PRIOR TO CONSTRUCTION, RENOVATION, OR DEMOLITION. INTEGRITY / ARCHITECTURE ASSUMES NO LIABILITY, EXPRESSES OR IMPLIES NO OR ANY WARRANTY OR GUARANTEE, AS TO THE COMPLETENESS OF THE OWNERS OR ITS' CONSULTANTS DUE DILIGENCE TO IDENTIFY WORK PLACE HAZARDS OR HAZARDOUS MATERIALS THAT MAY BE ENCOUNTERED DURING THE CONTRACTORS SCOPE OF WORK.
23. DETAILS SHOWN ARE TYPICAL, SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS. IF CONDITIONS ARISE THAT ARE NOT COVERED BY A TYPICAL DETAIL, THE CONTRACTOR SHALL CONTACT THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
24. PROVIDE MECHANICAL, PLUMBING, ELECTRICAL (INCLUDING EXIT SIGNS AND EMERGENCY LIGHTING) AND FIRE PROTECTION ITEMS FOR EACH ROOM/SPACE AS REQUIRED PER CODE AND OWNER REQUIREMENTS.

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Integrity ARCHITECTURE REGISTERED Numbers COMMONWEALTH OF KENTUCKY ARCHITECT

PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

PROJECT ADDRESS
141 E Main St, Lexington, KY 40507

SHEET NAME
COVER SHEET & PROJECT NOTES

PROJECT NO. 2238.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A0.0

ROOF TYPES & LEGEND

ROOF TYPE "A1" - WOOD DECK
TOTAL THICKNESS: 3 INCHES
2 INCH POLYISO
1/2 INCH WOODFIBER/PERLITE
TPO/PVC

ROOF TYPE "A2,A6,A8" - SLOPED METAL DECK
TOTAL THICKNESS: 2.75 INCHES
2 INCH POLYISO
1/2 INCH WOODFIBER
2 PLY MODIFIED BITUMEN

ROOF TYPE "A3" - SLOPED WOOD DECK
TOTAL THICKNESS: 2 INCHES
PERLITE INSULATION
BUR

ROOF TYPE "A5, A7" - FLAT METAL DECK
TOTAL THICKNESS: 4 - 8.5 INCHES
TAPERED POLYISO INSULATION
PERLITE INSULATION
2 PLY MODIFIED BITUMEN

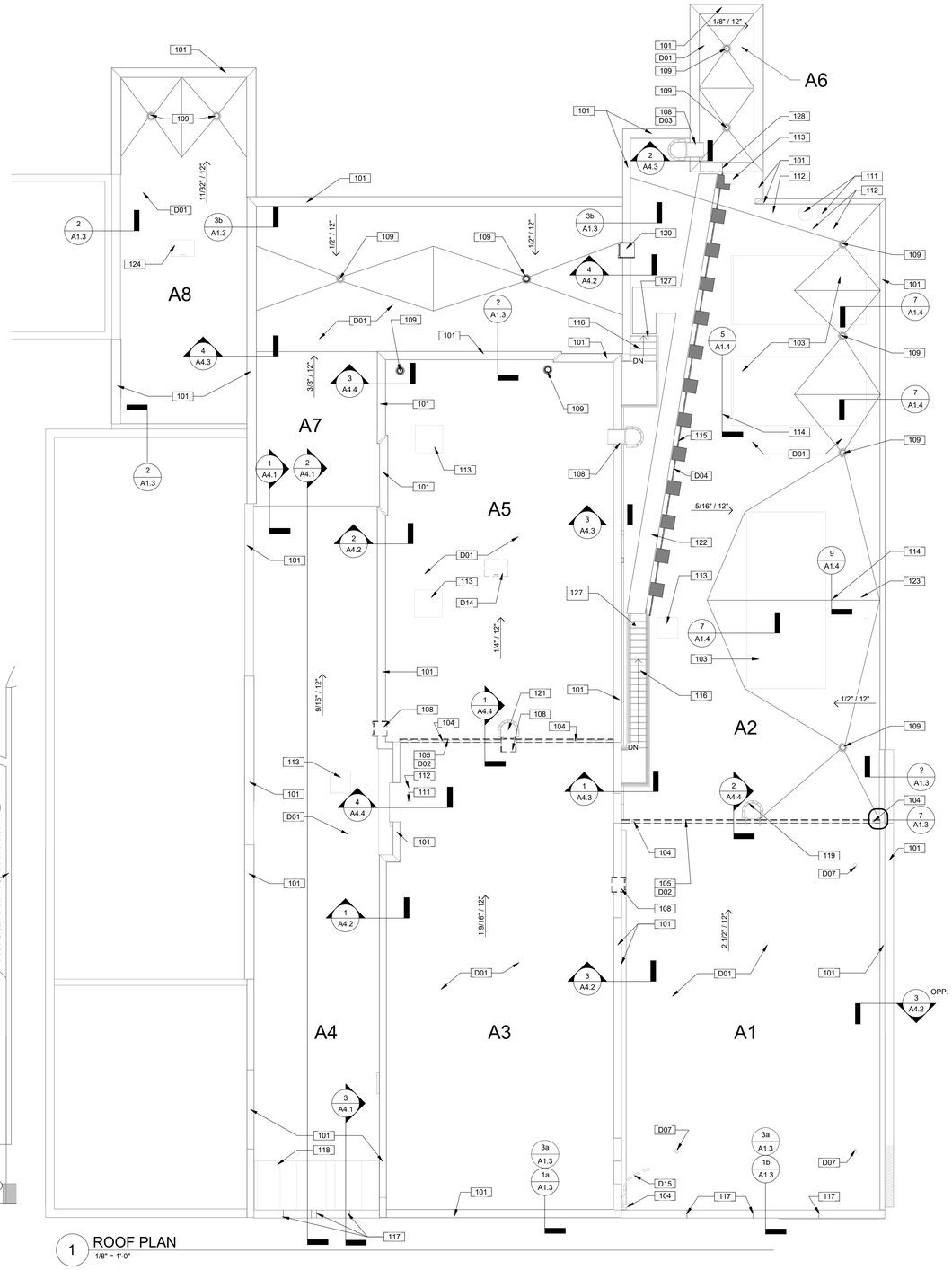
ROOF TYPE "A4" - CONCRETE DECK
TOTAL THICKNESS: 3 INCHES
2 INCH POLYISO
1/2 INCH WOODFIBER/PERLITE
2 PLY MODIFIED BITUMEN

DS — PRE-FIN. S.M DOWNSPOUT

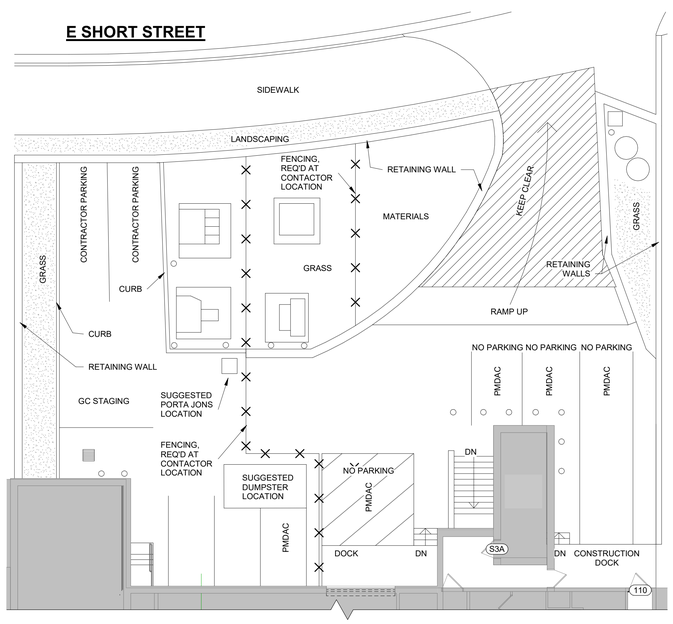
VTR — VENT THRU ROOF, SEE DETAIL 7/A1.0

RTU — ROOF TOP UNIT

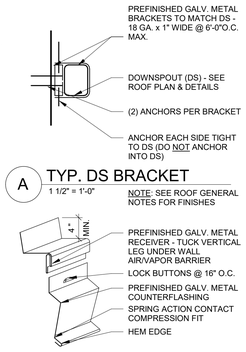
INDICATES ROOF WALKWAY PAD, REFER TO SPECIFICATIONS.



1 ROOF PLAN
1/8" = 1'-0"



2 FIRST FLOOR LEVEL STAGING PLAN
3/32" = 1'-0"



A TYP. DS BRACKET
1 1/2" = 1'-0"
NOTE: SEE ROOF GENERAL NOTES FOR FINISHES

B TYP. COUNTERFLASHING
1 1/2" = 1'-0"
NOTE: SEE ROOF GENERAL NOTES FOR FINISHES

ROOF PLAN GENERAL NOTES

A. ROOFING SYSTEM SHALL INCLUDE ALL MATERIALS AND ASSEMBLIES AS REQUIRED TO ACHIEVE THE MANUFACTURER'S SPECIFIED WARRANTY FOR A WEATHERPROOF AND WATERTIGHT SYSTEM. MATERIALS AND ASSEMBLIES REQUIRED BY THE MANUFACTURER MAY INCLUDE, BUT ARE NOT LIMITED TO, MISC. FLASHING, VAPOR RETARDER, ROOF VENTING SYSTEMS, AND EXPANSION JOINT SYSTEMS.
B. ROOF SLOPES SHALL CONFORM TO THE SPECIFIC SLOPES INDICATED. WHERE NO SPECIFIC SLOPES ARE INDICATED, SUCH SLOPES SHALL BE CONFIGURED TO PRODUCE THE GEOMETRY SHOWN, WITHOUT PONDING.
C. GUTTERS AND DOWNSPOUTS SHALL BE CALCULATED BASED ON LOCAL RAINFALL AND AS REQUIRED BY LOCAL CODES AND JURISDICTION.
D. CONTRACTOR TO COORDINATE INSTALLATION OF ROOFING / FLASHING W/ OTHER TRADES FOR ADDITIONAL WORK REQUIRED (E.G.: FLASHING OF EQUIPMENT CURBS).
E. SEE SECTIONS FOR ADDITIONAL NOTES.
F. EXTERIOR SHEET METAL COPINGS, FLASHING AND TRIM SHALL BE PREFINISHED GALV. SHEET METAL U.N.O.
G. REPLACE & PATCH DECK AT ALL REMAINING DECK PENETRATIONS.
H. ARCHITECT TO SELECT EXTERIOR FINISHES AND COLORS. PHYSICAL SAMPLES OF EXTERIOR FINISHES SHALL BE SUBMITTED SIMULTANEOUSLY TO COMPARE AND REVIEW ALL FINISHES TOGETHER U.N.O.
I. NOT ALL PENETRATIONS, UTILITY LINES, VENTS AND EQUIPMENT MAY BE SHOWN ON ROOF PLAN. MAINTAIN MIN. 36" BETWEEN ALL ROOF PENETRATIONS AND ADJACENT EAVES, HIPS, VALLEYS AND RIDGES.

ROOF PLAN KEYNOTES

101 (E) PARAPET WALL & PREFINISHED GALV. METAL COPING CAP - SEE WALL SECTIONS FOR HEIGHTS, SEE DETAILS & SECTIONS FOR COPING CAP. REMOVE & REPLACE (E) COPING CAP.
103 (E) ROOF TOP UNIT TO REMAIN, RE-FLASH AS REQ. ADD SADDLES IN BETWEEN UNITS - SEE DETAIL 2/A1.4 FOR PIPING.
104 (N) PREFINISHED GALV. METAL DOWNSPOUT (DS). REMOVE & REPLACE WHERE EXISTING. - CONTR. TO FIELD VERIFY ACTUAL LOCATIONS. SEE DETAIL A/A1.2 FOR ATTACHMENT.
105 REPLACE (E) GUTTER AS REQ'D - SEE DETAIL 6A&B/1.3.
108 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D AND STEP THROUGH PLATFORM. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 564HD-C LADDER BASIS OF DESIGN) - SEE 2/A4.3 FOR MORE INFO. WHERE EXISTING, INSTALL IN SAME LOCATION AS (E) LADDER U.N.O.
109 (N) RETROFIT DRAINS TO BE INSTALLED AT ALL CURRENT ROOF DRAINS - SEE DETAIL 8/A1.4. EXISTING DRAIN BASKET, DRAIN CLAMPING RING, DRAIN HARDWARE TO BE REMOVED AND EXISTING DRAIN BOWL TO REMAIN.
111 (E) HEAT STACK – SEE DETAIL 4A&B/A1.4.
112 (E) PLUMBING STACK – SEE DETAIL 3A&B/A1.4.
113 (E) EXHAUST FAN – SEE DETAILS 1A&B/A1.4.
114 (E) PENETRATION. NOT ALL PENETRATIONS MAY BE SHOWN ON ROOF PLAN - CONTR. TO VERIFY ALL LOCATIONS – SEE ROOF PLAN FOR DETAILS.
115 1" Ø STL GUARDRAIL W/ VERT. SUPPORTS AS SHOWN AND AT 5'-0" MAX. O.C. (WELD SUPPORTS TO BALLUSTED BASE). TOP OF GUARDRAIL @ 42" ABOVE NOSING OR F.F.E. BASIS OF DESIGN KATTSAFE GR34. SEE DETAIL 10/A1.4.
116 (E) STAIR, RAILING, & LANDING TO REMAIN IN THIS SPACE.
117 RESEAL (E) MASONRY CAP JOINTS W/ SILICONE.
118 (E) ART PIECE TO REMAIN.
119 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 561HD-C LADDER BASIS OF DESIGN) - SEE 2/A4.4 FOR MORE INFO.
120 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D AND STEP THROUGH PLATFORM. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 564HD LADDER BASIS OF DESIGN) - SEE 4/A4.2 FOR MORE INFO.
121 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 561C LADDER BASIS OF DESIGN) - SEE 1/A4.4 FOR MORE INFO. INSTALL IN SAME LOCATION AS (E) LADDER.
122 SAFETY YELLOW LIQUID APPLIED EGRESS PATH PER MANUFACTURER'S INSTRUCTIONS.
123 SLOPED CRICKET (SHOWN DOTTED) – TAPERED RIGID INSULATION BENEATH ROOF MEMBRANE. SLOPE TO ACHIEVE TWICE THE ROOF SLOPE (OR 1/2" / 12") AWAY FROM VERTICAL EDGE AND TOWARD DRAIN.
124 (E) ROOF HATCH TO REMAIN. PATCH AND REPAIR PER DETAIL 5/A1.3.
127 PAINT BOTTOM TREAD OF (E) STAIR "SAFETY YELLOW".
128 (E) DOOR TO REMAIN, SHOWN FOR COORDINATION PURPOSES ONLY - SEE DETAIL 8B/1.3.

DEMOLITION KEYNOTES

D01 REMOVE EXISTING ROOF ASSEMBLY IN ITS ENTIRETY TO EXISTING DECK.LEAVE IN PLACE ANY EXISTING ROOFTOP EQUIPMENT INCLUDING BUT NOT LIMITED TO FANS, CURBS, HVAC UNITS,VENT THRU ROOF OR ROOF DRAIN ASSEMBLIES.
D02 REMOVE EXISTING DRIP EDGE, GUTTERS, AND DOWNSPOUTS. PREP FOR NEW WORK. ALL ASSOCIATED ACCESSORIES TO BE REMOVED FOR CLEAN PREPPED SURFACE.
D03 (E) LADDER TO BE REMOVED IN ITS ENTIRETY.
D04 REMOVE (E) HANDRAILS AND ASSOCIATED ACCESSORIES.
D07 REMOVE (E) ROOF VENT. PATCH & REPAIR ROOF AS REQ'D.
D14 REMOVE (E) ROOF HATCH & ASSEMBLY IN ITS ENTIRETY.
D15 REMOVE (E) DRAIN PIPE.

GENERAL SYMBOLS

SHEET KEYNOTES
BUILDING OR WALL SECTION, SEE A4.1-A4.3
DETAIL OR ENLARGED PLAN

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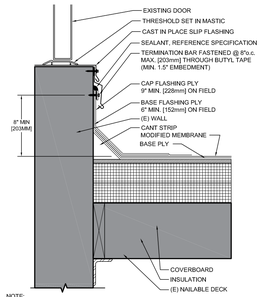
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ROOF PLAN

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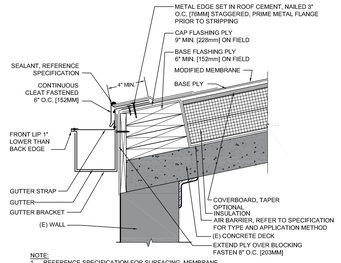
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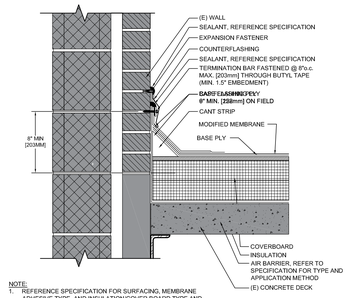
NOTE:
REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.

8a DOOR THRESHOLD DETAIL
SCALE: 1½" = 1'-0"



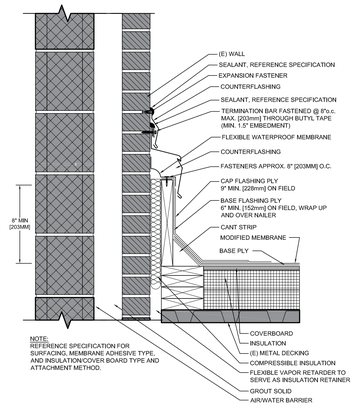
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2. ASSURE ROOF AIR BARRIER PROPERLY TIES INTO WALL SYSTEM AIR BARRIER, IF PRESENT.

5b METAL EDGE - DRIP EDGE WITH GUTTER
SCALE: 1½" = 1'-0"



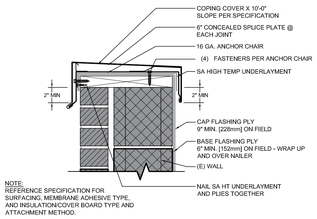
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3c WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 1½" = 1'-0"



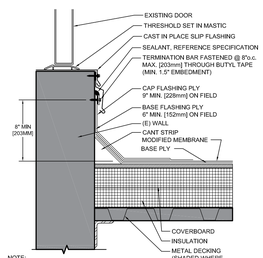
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2 EXPANSION JOINT AT WALL - REGLET MOUNTED COUNTERFLASHING
SCALE: 1½" = 1'-0"



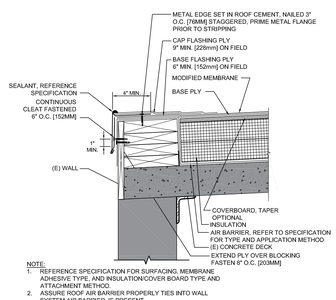
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1a COPING CAP AT (E) MASONRY WALL
SCALE: 1½" = 1'-0"



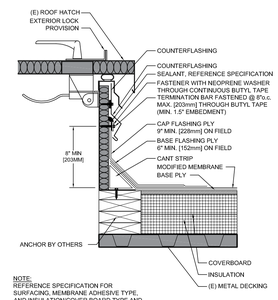
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8b DOOR THRESHOLD DETAIL
SCALE: 1½" = 1'-0"



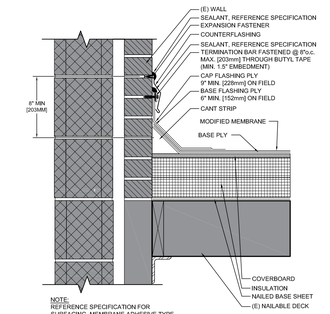
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2. ASSURE ROOF AIR BARRIER PROPERLY TIES INTO WALL SYSTEM AIR BARRIER, IF PRESENT.

6 METAL EDGE - DRIP EDGE
SCALE: 1½" = 1'-0"



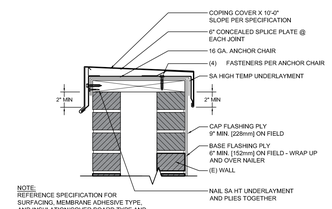
NOTE:
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4 HATCH DETAIL
SCALE: 1½" = 1'-0"



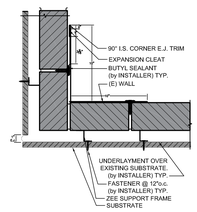
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3a WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 1½" = 1'-0"

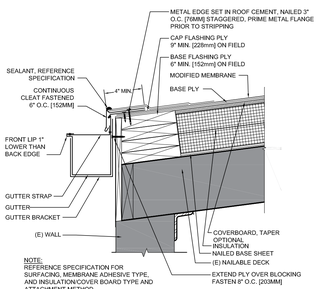


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1b COPING CAP AT (E) BRICK WALL
SCALE: 1½" = 1'-0"

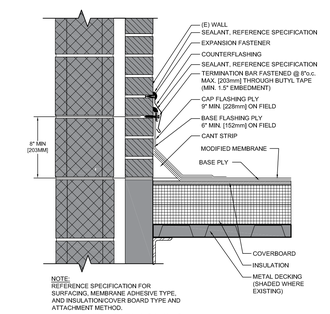


7 90° I.S. CORNER DETAIL
SCALE: 1½" = 1'-0"



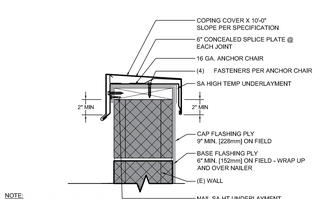
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5a METAL EDGE - DRIP EDGE WITH GUTTER
SCALE: 1½" = 1'-0"



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3b WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 1½" = 1'-0"



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1c COPING CAP AT (E) CMU WALL
SCALE: 1½" = 1'-0"

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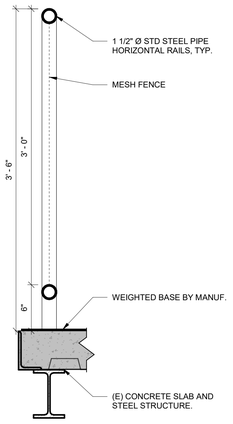
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ROOF DETAILS

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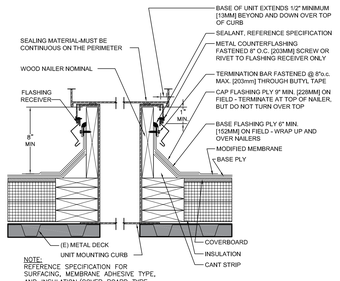
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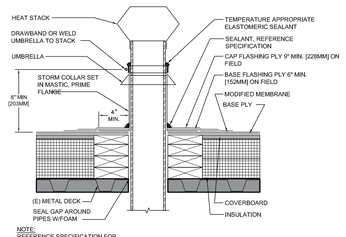
NOTE: SEE STAIR GENERAL NOTES FOR ADDITIONAL INFO.

10 ROOF GUARDRAIL ASSEMBLY
SCALE: 1½" = 1'-0"



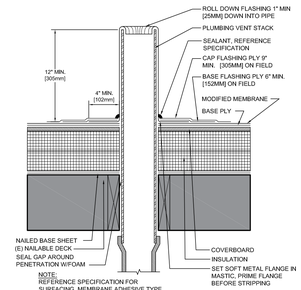
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7 CURB DETAIL / AIR HANDLING STATION
SCALE: 1½" = 1'-0"



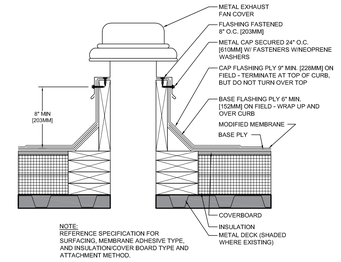
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4b HEAT STACK
SCALE: 1½" = 1'-0"



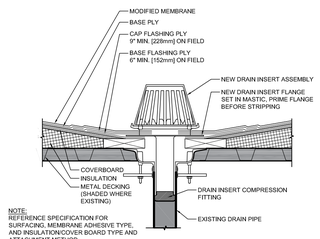
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3a PLUMBING STACK
SCALE: 1½" = 1'-0"



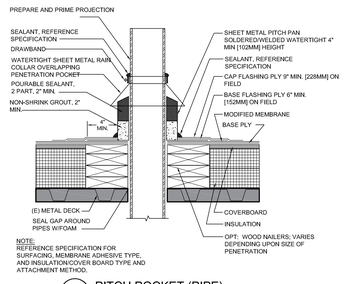
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1a EXHAUST FAN
SCALE: 1½" = 1'-0"



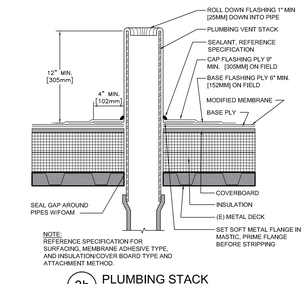
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8 ROOF DRAIN RETROFIT (ALTERNATE)
SCALE: 1½" = 1'-0"



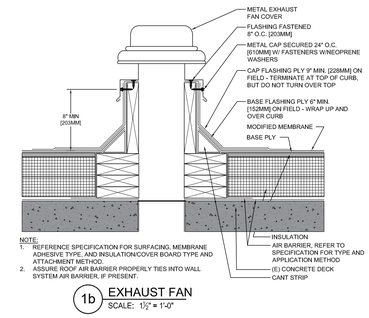
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5 PITCH POCKET (PIPE)
SCALE: 1½" = 1'-0"



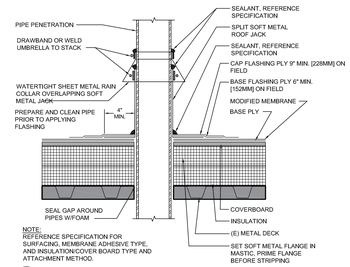
NOTE:
REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.

3b PLUMBING STACK
SCALE: 1½" = 1'-0"



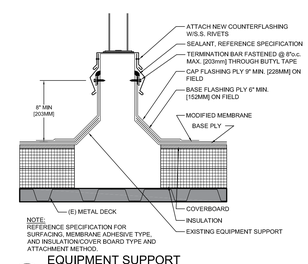
NOTE:
1. REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.
2. ASSURE ROOF AIR BARRIER PROPERLY TIES INTO WALL SYSTEM AIR BARRIER, IF PRESENT.

1b EXHAUST FAN
SCALE: 1½" = 1'-0"



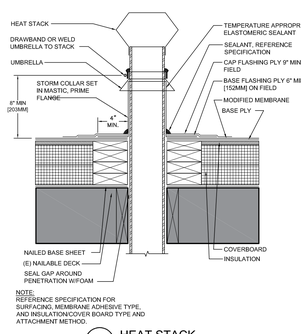
NOTE:
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9 PIPE/TUBE PENETRATION - SPLIT JACK w/COLLAR
SCALE: 1½" = 1'-0"



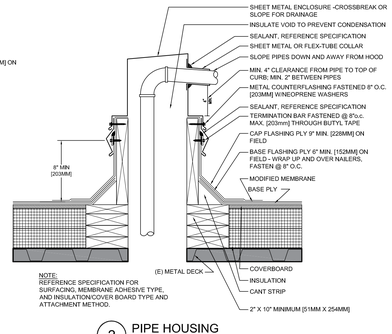
NOTE:
REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.

6 EQUIPMENT SUPPORT PREMANUFACTURED - EXISTING
SCALE: 1½" = 1'-0"



NOTE:
REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.

4a HEAT STACK
SCALE: 1½" = 1'-0"



NOTE:
REFERENCE SPECIFICATION FOR SURFACING, MEMBRANE ADHESIVE TYPE, AND INSULATION/COVER BOARD TYPE AND ATTACHMENT METHOD.

2 PIPE HOUSING
SCALE: 1½" = 1'-0"

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PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

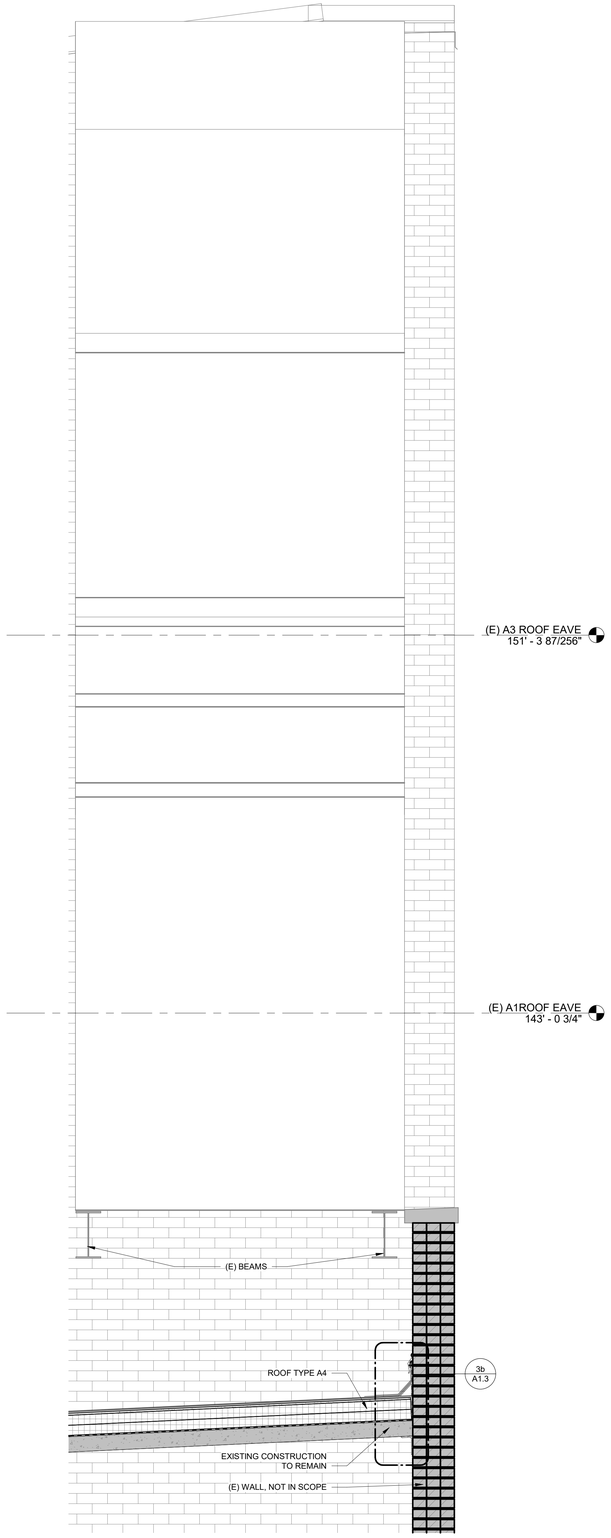
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SHEET NAME
ROOF DETAILS

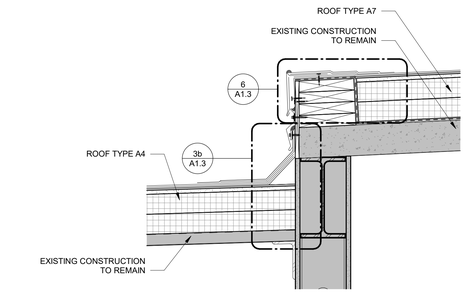
PROJECT NO. 2238.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

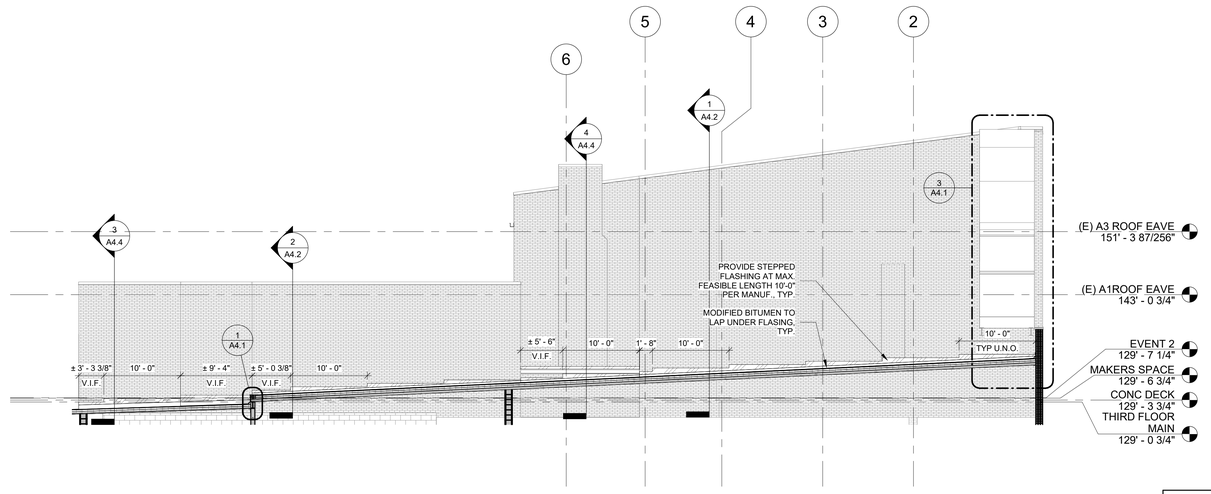
SHEET NUMBER
A1.4



3 (E) ART PIECE PARAPET
3/4" = 1'-0"



1 ROOF A4 TO A7
1 1/2" = 1'-0"



2 ROOF A4 EAST WALL
1/8" = 1'-0"

GENERAL SYMBOLS

- SHEET KEYNOTES
- BUILDING OR WALL SECTION, SEE A4.1-A4.3
- DETAIL OR ENLARGED PLAN

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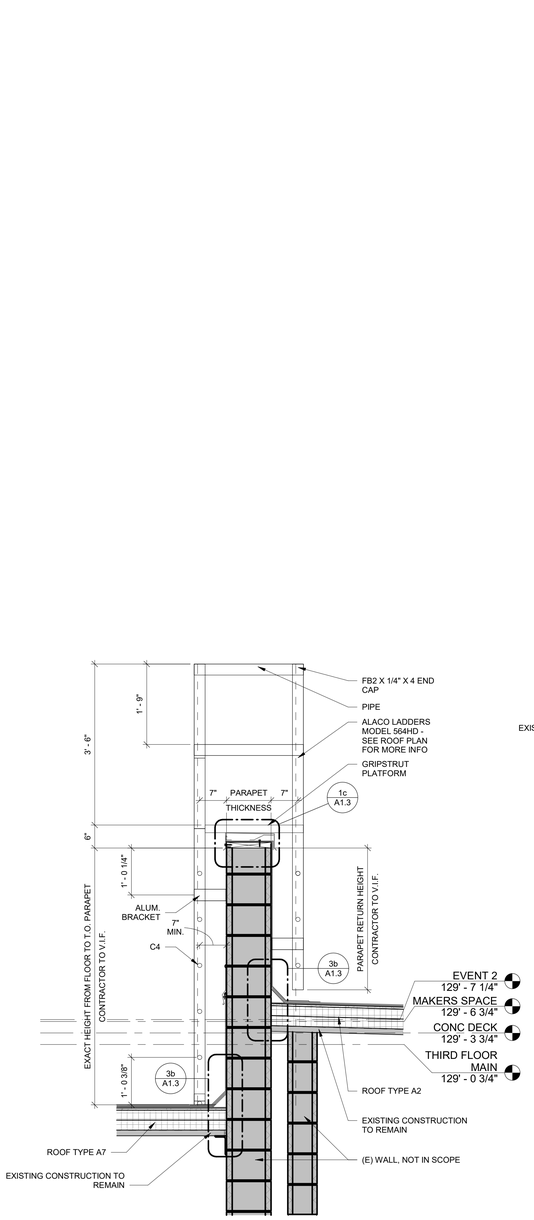
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141 E Main St, Lexington, KY 40507

SHEET NAME
BUILDING SECTIONS

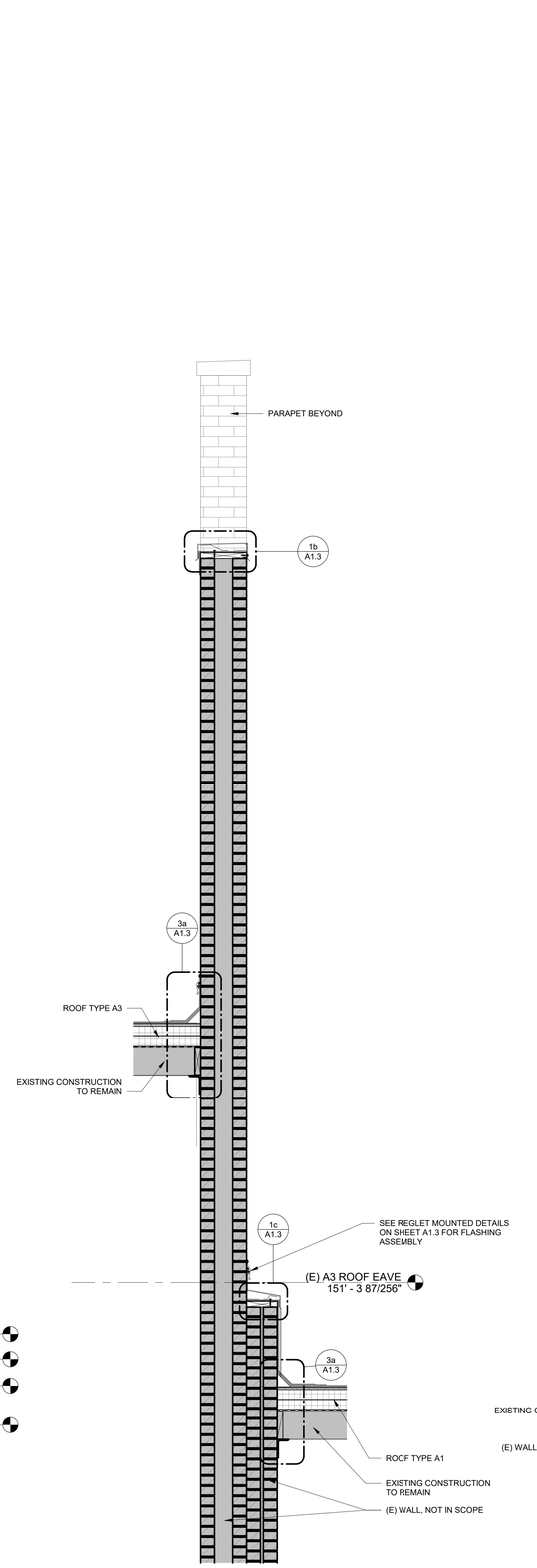
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DATE April 10, 2025
REVISIONS

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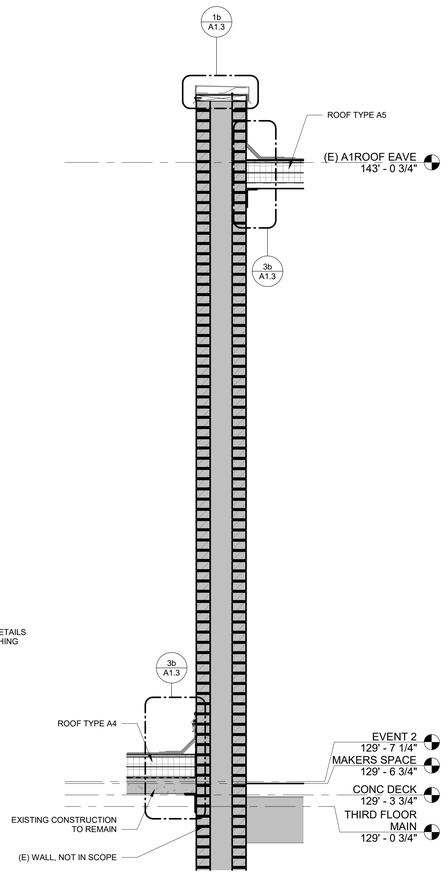
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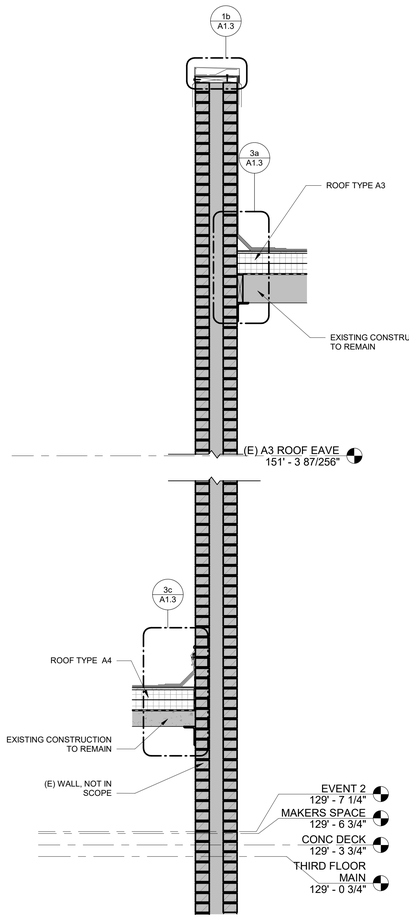
4 ROOF A7 TO A2
3/4" = 1'-0"



3 A3 TO A1
3/4" = 1'-0"



2 ROOF A4 TO A5
3/4" = 1'-0"



1 ROOF A4 TO A3
3/4" = 1'-0"

GENERAL SYMBOLS

- SHEET KEYNOTES
- BUILDING OR WALL SECTION, SEE A4.1-A4.3
- DETAIL OR ENLARGED PLAN

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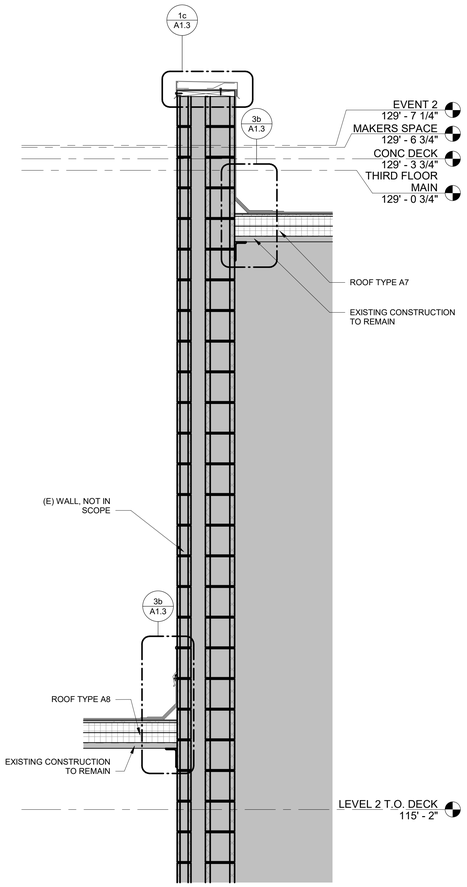
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SHEET NAME
SECTIONS

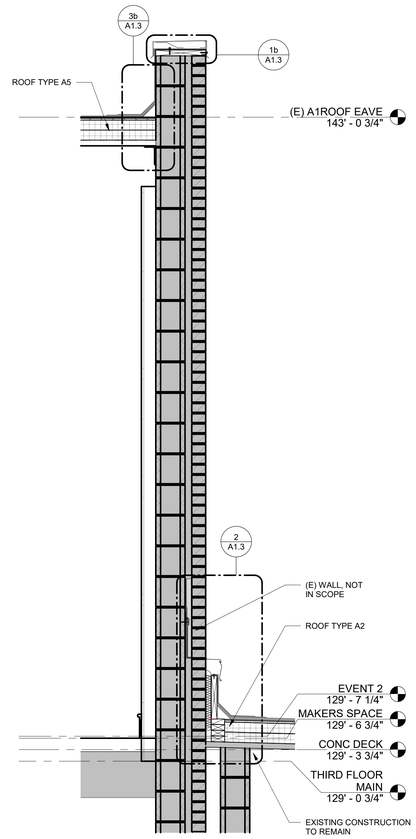
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DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

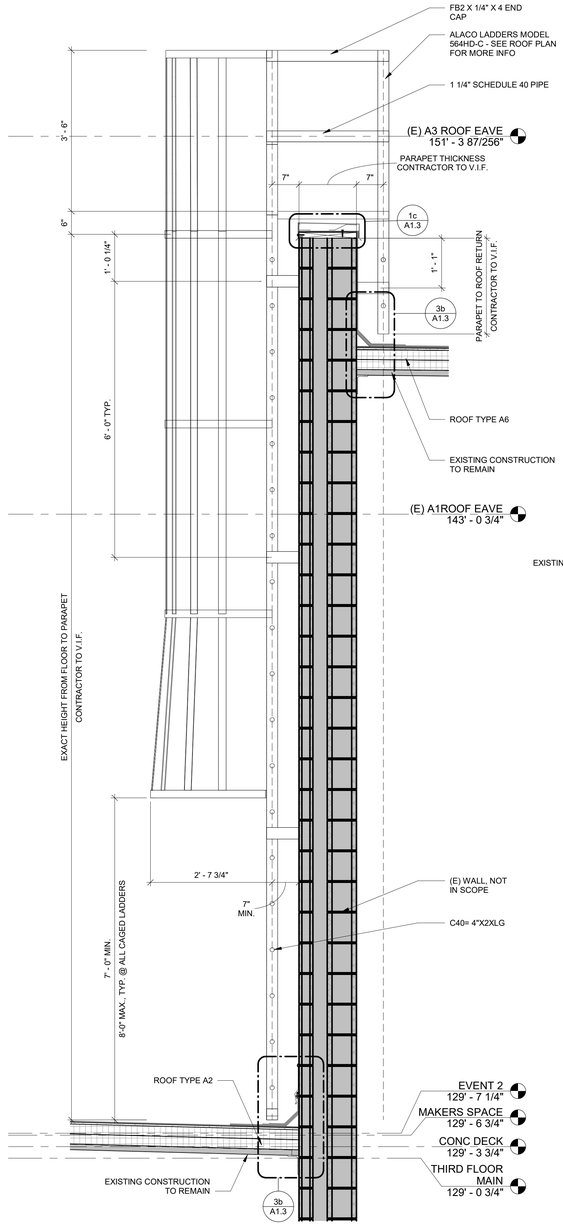
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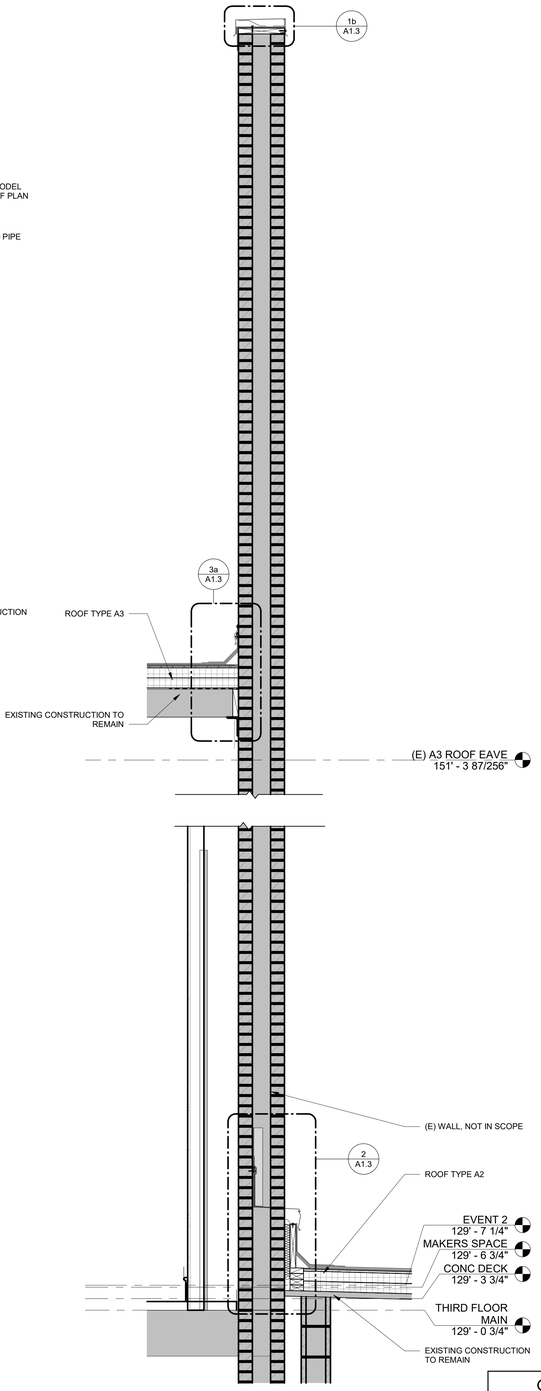
4 ROOF A8 TO A7
3/4" = 1'-0"



3 ROOF A5 TO A2
3/4" = 1'-0"



2 ROOF A2 TO A6
3/4" = 1'-0"



1 ROOF A3 TO A2
3/4" = 1'-0"

GENERAL SYMBOLS

- SHEET KEYNOTES
- BUILDING OR WALL SECTION, SEE A4.1-A4.3
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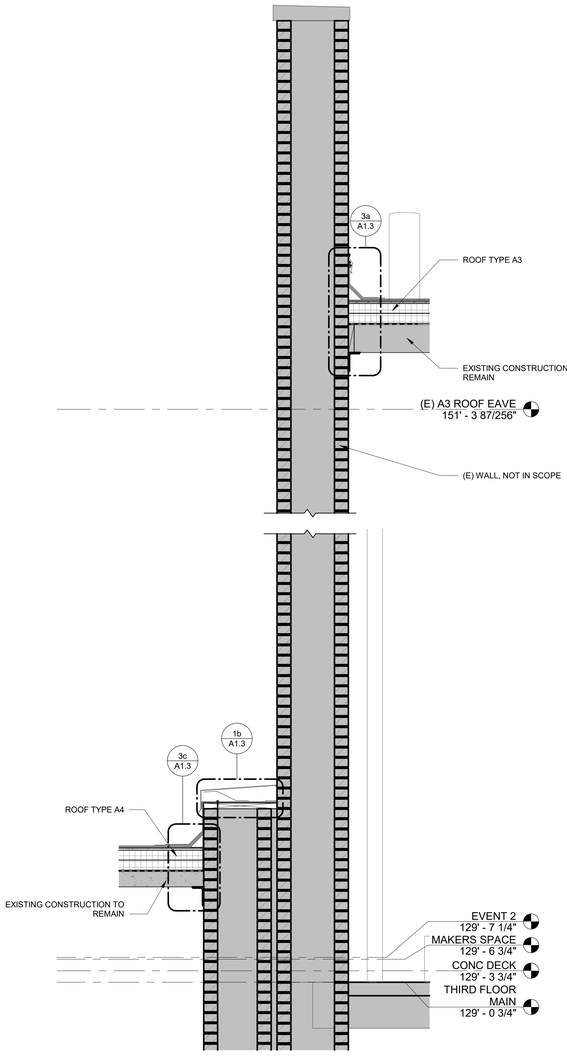
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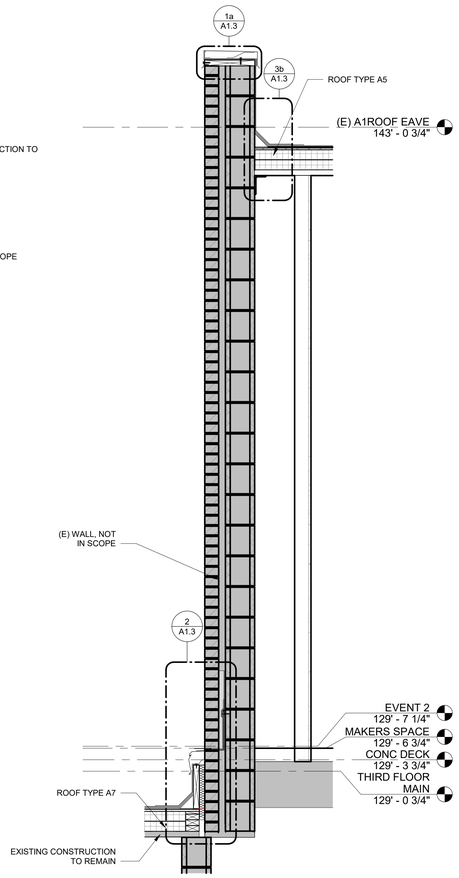
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REVISIONS

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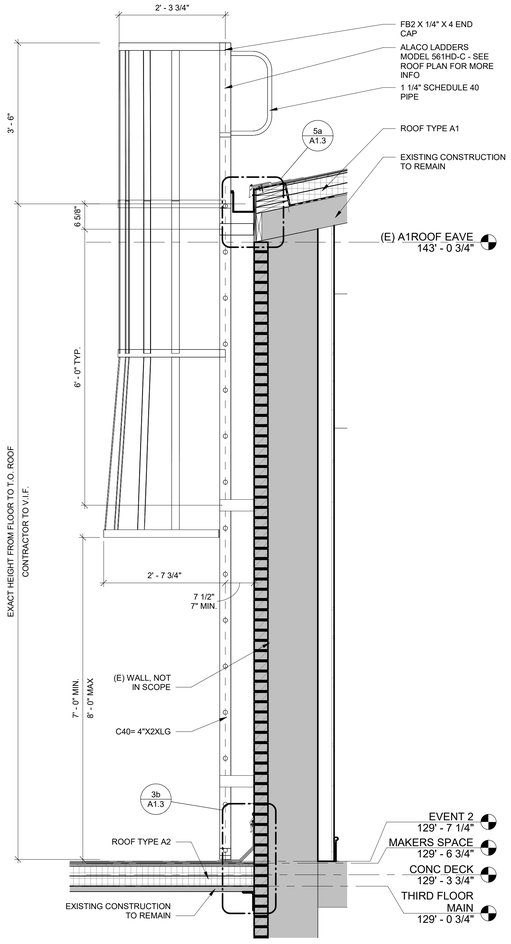
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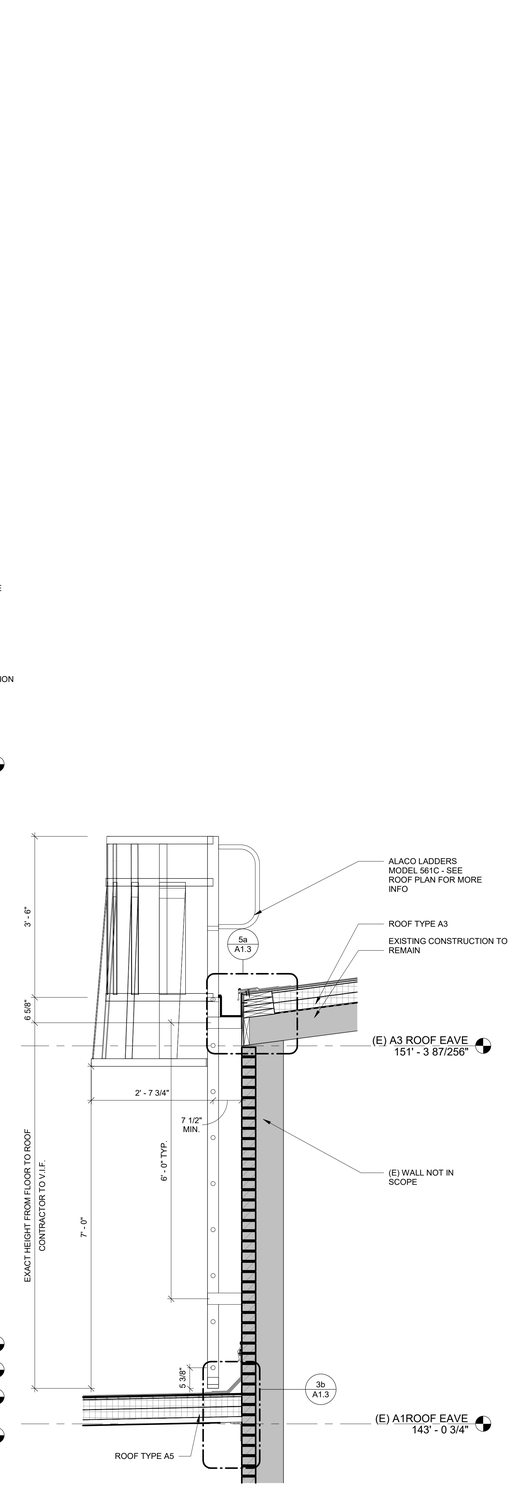
4 ROOF A4 TO A3 CHIMNEY SECTION
3/4" = 1'-0"



3 ROOF A7 TO A5
3/4" = 1'-0"



2 ROOF A2 TO A1
3/4" = 1'-0"



1 ROOF A5 TO A3
3/4" = 1'-0"

GENERAL SYMBOLS

SHEET KEYNOTES

BUILDING OR WALL SECTION, SEE A4.1-A4.3

DETAIL OR ENLARGED PLAN

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SHEET NAME
SECTIONS

PROJECT NO. 2238.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A4.4

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Reroof Project 2025
Addendum #2

1. No Asbestos materials were detected when tested by the owner.
2. Liquid applied walk path surfacing spec attached with this addendum:

End of Document.

SECTION 07 56 00
FLUID APPLIED ROOFING WALKWAY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mineral Modified Bitumen Surface Roof Restoration

1.2 REFERENCES

A. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete.

B. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.

C. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.

D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

E. ASTM D 93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.

F. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.

G. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

H. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).

I. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.

J. ASTM D 2369 - Standard Test Method for Volatile Content of Coatings.

K. ASTM D 4212 - Standard Test Method for Viscosity by Dip-Type Viscosity Cups.

L. ASTM D 4402 - Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer.

M. SMACNA Architectural Sheet Metal Manual.

N. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.3 SYSTEM DESCRIPTION

A. Mineral Modified Bitumen Surface Roof Restoration: Renovation work includes:
   1. Surface preparation: Remove dirt, and debris.
   2. Fascia Edges: Cut back edges. Prime, coat with mastic, cover with fabric.
   3. Parapets and Vertical Surfaces: Cut back and replace fabric base flashings. Prime, coat with mastic, cover with fabric.
   4. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.

5. Roof Repairs: Repair blisters, stressed or cracked membrane. Cut back, patch with primer/mastic/membrane.
6. Primer: Prime surface.
7. Partial Reinforcement: Install partial fabric reinforcement at all modified bitumen field/vertical flashing laps, side laps, end laps and details and base coat entire roof surface.
8. Coating: Apply coating over entire roof surface.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Submit shop drawings including installation details of fluid applied roofing and flashing prior to job start.

D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.

E. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.

F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and

physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.6 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Storage temperatures should be between 60 degrees F to 80 degrees F (15.6 degrees to 26.7 degrees C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Weather Condition Limitations: Product application must not be done when rain or other conditions such as fog or heavy dew are possible within a 24 hour period. Roof surface must be at least 6 Fahrenheit degrees or 3 Celsius degrees above the dew point and rising.

C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

E. When applying materials with spray equipment, take precautions to prevent over spray from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
   1. Close air intakes into the building.
   2. Have a dry chemical fire extinguisher available at the jobsite.
   3. Post and enforce "No Smoking" signs.

F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.

G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.

H. Take precautions to ensure that materials do not freeze.

I. Minimum temperature for application of White-Knight Plus/ White-Stallion Plus, White-Knight Plus WC, LiquiTec and Cool-Sil coatings is 50 degrees F (10 degrees C) and rising.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: http://www.garlandco.com.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MINERAL MODIFIED BITUMEN SURFACE ROOF RESTORATION

A. Cool Sil HB:
   1. Primer: Garla-block 2K (2 part)
   2. Surfacing/Non Skid:
      a. Cool-Sil Yellow Walkway Coating/Cool-Sil Yellow Walkway Granules.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

A. General: All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
   1. Remove damaged roof flashings from curbs and parapet walls down to the surface of the roof. Remove damaged existing flashings at roof drains and roof penetrations.
   2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots with like materials occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
   3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
   4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
   5. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Repair all defects such as deteriorated roof decks, saturated materials, loose or brittle membrane or membrane flashings, etc. Verify that existing conditions meet the following requirements:
   1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
   2. Application of roofing materials over a brittle, damaged or poor condition roof membrane is not permitted.

D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.

E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.

F. Confirm local water run-off ordinances and restrictions prior to cleaning roof. Clean the entire roof surface by removing all dirt, algae, mold, moss, paint, oil, talc, rust or other foreign substance. Use a bio-degradable cleaner like Simple Green Oxy Solve when necessary and warm water. Scrub heavily soiled areas with a brush. Power wash roof thoroughly with an industrial surface cleaner equipped with one piece balanced spray rotating jets for streak free close contact cleaning. Rinse with fresh water to completely remove all residuals. Allow roof to dry thoroughly before continuing.

G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects must be repaired/renovated and be made watertight. Any repairs must be with be only with materials compatible with the fluid-applied roofing restoration system.

3.3 INSTALLATION

A. General Installation Requirements:
   1. Install in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.
   2. Adequate coating thickness is essential to performance. If the applicator is unfamiliar in gauging application rates, we suggest that a controllable area be measured and the specified material be applied. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas completed including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal.
   3. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
   4. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
   5. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore adjacent work damaged by installation of the roofing system.
   6. All primers must be top coated within 24 hours after application, preferably immediately after drying. Clean and re-prime if more time passes after priming.
   7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
   8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.

B. Mineral Modified Bitumen Surface Roof Restoration: Renovation work includes:
   1. Primer: Prime roof surfaces at a rate of 0.5 gallons per 100 SF.
   2. Surfacing/Non Skid
      a. Cool-Sil Yellow Walkway Coating. Apply over cured, clean and dry base coat
         1) Apply at 1.0 gallons per 100 SF over Cool-Sil coating.
         2) Broadcast dry granules at 30 lbs./sq. into wet coating and immediately back-roll to set.

3.4 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove coating markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.5 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.6 FIELD QUALITY CONTROL

A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.

B. Perform field inspection and [and testing] as required under provisions of Section 01 41 26 - Permit Requirements.

C. Correct defects or irregularities discovered during field inspection.

3.7 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.

B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.

C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.

D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

E. Notify Architect upon completion of corrections.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.8 SCHEDULES

A. Primers:
   1. Garla – Block 2K Primer (2 part)
      a. Solids by Weight
         1) (ASTM D 3960) 38% (blended)
      b. Viscosity
         1) 77°F (25°C), Brookfield RVT, #3 Spindle; 100 rpm (ASTM D 2196)
         2) 1,500-2,000 cPs
      c. Wet Film Thickness 8 mils (203.2 microns) pH 8.0
      d. Coverage
         1) 0.5 gal./100 sq. ft.(0.21 l/m2) dependent on the substrate
         2) Up to 1 gal./100 sq. ft. for rougher substrates
      e. Dry Time (Touch)
         1) 70oF (21.1°C) 1-2 Hours (at 0.5 gal/100 sq. ft. (0.21 l/m2))
      f. Application Temperature 50-95°F (10-35ºC)
         1) Do not apply above or below
      g. Packaging (yields 4.5 gal when mixed)
         1) Part A: 3.4 gal (3.8 l)
         2) Part B: 1.1 gal (3.8 l)
      h. Weight 8.6 lbs./gal. (1.73 kg/l)
      i. Color Applies grey and cures black

   2. Walkway Coating: Cool-Sil Yellow Walkway Coating: Single-component 100% silicone, safety yellow liquid waterproofing walking surface when used with Cool-Sil

Yellow Walkway Granules,

a. Tensile Strength: ASTM D 412, 350 psi
b. Elongation: ASTM D 412, 174%
c. Solids Content: ASTM D 2369, Typical 95%
d. VOC: < 50 g/l
e. Flash Point: ASTM D 93, 141 degrees F min. (60.6 degrees C)
f. Appearance: Safety Yellow

3. Non-Skid Surface: Cool-Sil Yellow Walkway Granules: Yellow granules designed to enhance the impact resistance of the roof surface when embedded in Cool-Sil Yellow Walkway Coating,
   a. Specific Gravity, ASTM C 128, 2.65
   b. Bulk Density: ASTM C29, 90-100 lbs./Cu. Ft.

END OF SECTION

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

**ROOFING SUPPLIES AND SERVICES,
WATERPROOFING, AND RELATED
PRODUCTS AND SERVICES CONTRACT 2019**

This Contract made and entered into this 27 day of September. 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: _____
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

BY: _____
Wendy M. Christensen 9/25/19
Racine County Clerk

GARLAND/DBS Inc.

BY: _____
David M. Sokol, President

Date 9-27-19
Certified to be correct as to form
By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

_____ 9/27/19
Sign Date

RESOLUTION NO. _____ - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH GARLAND/DBS, INC., FOR THE PAM MILLER DOWNTOWN ARTS CENTER ROOF REPLACEMENT, AT A COST NOT TO EXCEED $974,005.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Garland/DBS, Inc., for the Pam Miller Downtown Arts Center Roof Replacement.

Section 2 – That an amount, not to exceed the sum of $974,005.00, be and hereby is approved for payment to Garland/DBS, Inc., from account #1105-707201-91018, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL:

_____
MAYOR

ATTEST:

_____
CLERK OF URBAN COUNTY COUNCIL
0448-25:GET: 4934-4497-2348, v. 1

RESOLUTION NO. 205 - 2025

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A PURCHASE OF SERVICE AGREEMENT (PSA) WITH GARLAND/DBS, INC., FOR THE PAM MILLER DOWNTOWN ARTS CENTER ROOF REPLACEMENT, AT A COST NOT TO EXCEED $974,005.00.

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

Section 1 – That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute a Purchase of Service Agreement (PSA), which is attached hereto and incorporated herein by reference, with Garland/DBS, Inc., for the Pam Miller Downtown Arts Center Roof Replacement.

Section 2 – That an amount, not to exceed the sum of $974,005.00, be and hereby is approved for payment to Garland/DBS, Inc., from account #1105-707201-91018, pursuant to the terms of the agreement.

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

PASSED URBAN COUNTY COUNCIL: May 8,2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

0448-25:GET: 4934-4497-2348, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of May 8, 2025 between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and Garland/DBS Inc. (**PROFESSIONAL**). **OWNER** intends to proceed with Pam Miller Downtown Arts Center Roof Replacement Design Build in Lexington, Kentucky as described in the attached exhibits. The services are to include collaborative professional design and installation for the city. The services are hereinafter referred to as the Project.

OWNER and **PROFESSIONAL** in consideration of their mutual covenants herein agree in respect of the performance of Design and Installation of Pam Miller Downtown Arts Center Roof by **PROFESSIONAL** and the payment for those services by **OWNER** as set forth below.

PROFESSIONAL was selected by **OWNER** based on the OMNIA Racine County, Wisconsin Master Agreement PW1925.

PROFESSIONAL shall provide Design and Installation of Pam Miller Downtown Arts Center Roof for **OWNER** in all phases of the Project to which this Agreement applies, serve as **OWNER'S** 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 PROFESSIONAL

PROFESSIONAL shall perform all services as hereinafter stated which include customary planning and analysis incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits:

Exhibit A – Pam Miller Downtown Arts Center Roof Replacement Contract Documents
Exhibit B – LFUCG General Conditions
Exhibit C – Performance & Payment Bond
Exhibit D – Special Conditions
Exhibit E – OMNIA Racine County Wisconsin Master Agreement PW1925
Exhibit F – Briden Company Inc Form of Proposal
Exhibit G – Preliminary Schedule

To the extent there is conflict among these provisions, the provisions of this Agreement shall take precedence, followed by the provisions of OMNIA Racine County Wisconsin Master Agreement PW1925.

After written authorization to proceed with the Project, **PROFESSIONAL** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **PROFESSIONAL** and the **OWNER**.
2. Deliverables shall include but not be limited to:
    a) Schematic Documents with Cost Estimate
    b) Design Development Documents with Cost Estimate
    c) 95% Construction Documents with Cost Estimate
    d) 100% Construction Documents with Cost Estimate
    e) Ready To Advertise Documents including Addendum
    f) PreBid Meeting including Agenda and Meeting Minutes
    g) Bid Summary
    h) Permitting Documents
    i) Construction Administration including Weekly Field Reports
    j) BiWeekly Progress Meetings including Agenda and Meeting Minutes
    k) Substantial Completion Deliverables
    l) O&M Manuals including Submittals, Warranties, and Operation & Maintenance Instructions
    m) Final Completion Deliverables
    n) 1 Year Warranty Inspection & Report
3. Security For Faithful Performance
    a) Simultaneously with the delivery of the executed Contracts, the PROFESSIONAL shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
    b) All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
    c) Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Refer to Performance & Payment Bond Exhibit "C."

This Agreement together with the Exhibits and schedules identified above constitutes the entire Agreement between **OWNER** and **PROFESSIONAL** 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.

SECTION 2 - ADDITIONAL SERVICES BY PROFESSIONAL

2.1. The **OWNER** may desire to have the **PROFESSIONAL** perform work or render services in connection with this Project other than the scope provided by Exhibit A of this Agreement. Such work shall be considered as "Additional Services", 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.

2.2. Design services provided by the **PROFESSION** for clarifications, work change proposal requests, request for information, change orders, supplemental instructions, and other similar construction administration services necessary to carry out the project intent shall be at no additional cost to the **OWNER**.

2.3. All "Additional Services" 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 **PROFESSIONAL** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **PROFESSIONAL**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **PROFESSIONAL**.

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 **PROFESSIONAL'S** services.

3.5. Give written notice to **PROFESSIONAL** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **PROFESSIONAL'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **PROFESSIONAL** to provide, necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time of Completion and Liquidated Damages

a) The number of calendar days within which the Construction Work is to be substantially completed is **150 days** from Notice to Proceed, and Final Completion shall be **15 days** from Substantial Completion. Refer to Preliminary Schedule Exhibit "G."

b) Bidder must agree to commence construction work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay **$250.00** per day thereafter deadline for substantial completion and **$250.00** per day thereafter deadline for final completion.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **PROFESSIONAL'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.

SECTION 5 - PAYMENTS TO PROFESSIONAL

5.1 Methods of Payment for Services of PROFESSIONAL

5.1.1 For Basic Services.

All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the **OWNER'S** satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc. disposal fees tool allowance, equipment, materials, profit and all other costs used on the job). The negotiated cost of services is established:

Design Services Cost _____ $0

Construction Cost _____ $974,005

(Refer to Briden Company Inc Form of Proposal – Exhibit "F")

5.2. Times of Payment.

5.2.1. PROFESSIONAL shall submit a schedule of values subject to approval by the **OWNER** prior to starting work. The approved schedule of values will be the basis for monthly statements for Basic Services and Additional Services rendered. The Statements will be based upon **PROFESSIONAL'S** estimate of the proportion of the total services actually completed at the time of billing and are subject to approval by the **OWNER**. **OWNER** shall pay **PROFESSIONAL'S** monthly statements within thirty (30) days of receipt and approval of Application for 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 **PROFESSIONAL**, the **PROFESSIONAL** shall be paid for the work

performed or services rendered 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 **PROFESSIONAL**.

5.3.2. In the event the services of the **PROFESSIONAL** are terminated by the **OWNER** for fault on the part of the **PROFESSIONAL**, the **PROFESSIONAL** 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 **PROFESSIONAL** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **PROFESSIONAL** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **PROFESSIONAL** may only terminate this Agreement due to **OWNER'S** material breach of the terms hereof which breach causes **PROFESSIONAL** to be unable to perform its duties and responsibilities under this Agreement, and only upon ten (10) days written notice to **OWNER**, and provided **OWNER** fails to cure such default within the ten (10) day period.

6.1.2. The **OWNER** reserves the right to terminate the Agreement for any reason at any time upon seven (7) days written notice to the **PROFESSIONAL**.

6.2. Ownership and Reuse of Documents.

All documents, including Drawings and Specifications, prepared by the **PROFESSIONAL** 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 **PROFESSIONAL**.

6.3. Legal Responsibilities and Legal Relations.

6.3.1. The **PROFESSIONAL** shall familiarize itself 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 **PROFESSIONAL** and its **PROFESSIONALS**, 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 **PROFESSIONAL** shall be acting as an independent contractor. The **PROFESSIONAL** 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 **PROFESSIONAL** shall be solely responsible for any claims for wages or compensation by **PROFESSIONAL'S** employees, agents and

representatives, including **PROFESSIONALS**, 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, that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky, and that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns.

6.4.1. PROFESSIONAL binds itself and its partners, successors, executors, administrators, assigns and legal representatives to this Agreement in respect to all covenants, agreements and obligations of this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement. **PROFESSIONAL** shall not assign any interest, obligation or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL**.

6.5. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **PROFESSIONAL** 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 Lexington-Fayette Urban County Government and the **PROFESSIONAL**, shall be submitted to the Commissioner, Department of General Services, 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 **PROFESSIONAL** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

6.6. Accuracy of PROFESSIONAL'S Work.

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

The **PROFESSIONAL** 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 **PROFESSIONAL**, without additional compensation. By submission of reports, calculations and Drawings and Specifications to the **OWNER**, the **PROFESSIONAL** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **PROFESSIONAL** to provide the expected level of accuracy may be grounds for the **OWNER** to terminate this Agreement.

6.7. Security Clause.

The **PROFESSIONAL** certifies that it 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 **PROFESSIONAL** shall maintain all books, documents, papers, and accounting records, and make such materials available at their office 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 **PROFESSIONAL** from consideration for future **PROFESSIONAL** service agreements.

6.9. Required Risk Management Provisions.

The Risk Management Provisions of this agreement are incorporated herein by reference as if fully stated. Refer to the Special Conditions Exhibit "D" for Risk Management Provisions. Copies of the required Certificates of Insurance shall be provided to **OWNER** as required therein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this service agreement, the **PROFESSIONAL** agrees as follows:

7.1. The **PROFESSIONAL** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **PROFESSIONAL** 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 **PROFESSIONAL** 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 **PROFESSIONAL** will, in all solicitations or advertisements for employees placed by or on behalf of the **PROFESSIONAL**, 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

8.1. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER'S** representative is authorized to monitor and review the performance of work of the **PROFESSIONAL**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** representative or their designee. Questions by the **PROFESSIONAL** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** representative or their designee. The **PROFESSIONAL** shall look only to the **OWNER'S** representative or their designee for direction in its performance under this Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **PROFESSIONAL** within thirty (30) days.

8.2. **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 **PROFESSIONAL.**

8.3. **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.

8.4. **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):

Signature: Linda Gorton
MAYOR

Date: 5/13/25

ATTEST:

MacKenzie Stack
CLERK OF URBAN COUNTY COUNCIL
Deputy

PROFESSIONAL (Garland/DBS Inc.):

Signature: DS

Printed Name: Don Seitz

Position: Director of Construction

Date: 4-28-2025

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

COMMONWEALTH OF ~~KENTUCKY~~ OHIO
COUNTY OF (Cuyahoga)

The foregoing instrument was subscribed, sworn to and acknowledged before me by Don Seitz as Director of Construction for and on behalf of Garland/DBS, Inc. on this the 28 day of April, 2025.

My commission expires: 11-5-2025

NOTARY PUBLIC, STATE AT LARGE, KY OHIO

HEIDI JEANETTE DOBSON, NOTARY PUBLIC #2016-RE-613232 EXP 11/5/26 STATE OF OHIO

PART IV

GENERAL CONDITIONS

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   5.10 Permits
   5.11 Laws and Regulations
   5.12 Taxes
   5.13 Use of Premises

5.14 Record Drawings
5.15 Shop Drawings and Samples
5.16 Continuing the Work
5.17 Erosion and Sediment Control

6. Other Work

6.1 Related Work at Site
6.2 Other Contractors or Utility Owners
6.3 Delays Caused By Others
6.4 Coordination

7. OWNER'S Responsibilities

7.1 Communications
7.2 Data and Payments
7.3 Lands, Easements, and Surveys
7.4 Change Orders
7.5 Inspections, Tests, and Approvals
7.6 Stop or Suspend Work

8. CONSULTANT'S Status During Construction

8.1 OWNER'S Representative
8.2 Visits to Site
8.3 Project Representation
8.4 Clarification and Interpretations
8.5 Authorized Variations in Work
8.6 Rejecting Defective Work
8.7 Shop Drawings
8.8 Change Orders
8.9 Payments
8.10 Determinations for Unit Prices
8.11 Decisions on Disputes
8.12 Limitations on CONSULTANT'S Responsibilities

9. Changes in the Work

9.1 OWNER May Order Changes
9.2 Claims
9.3 Work Not in Contract Documents
9.4 Change Orders
9.5 Notice of Change

10. Change of Contract Price

- 10.1 Total Compensation
- 10.2 Claim for Increase or Decrease in Price
- 10.3 Value of Work
- 10.4 Cost of the Work
- 10.5 Not to Be Included in Cost of the Work
- 10.6 CONTRACTOR'S Fee
- 10.7 Itemized Cost Breakdown
- 10.8 Cash Allowance
- 10.9 Unit Price Work

11. Change of Contract Time

- 11.1 Change Order
- 11.2 Justification for Time Extension
- 11.3 Time Limits

12. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

- 12.1 Warranty and Guarantee
- 12.2 Access to Work
- 12.3 Tests and Inspections
- 12.4 OWNER May Stop Work
- 12.5 Correction or Removal of Defective Work
- 12.6 One Year Correction Period
- 12.7 Acceptance of Defective work
- 12.8 Owner May Correct Defective Work

13. Payments to CONTRACTOR and Completion

- 13.1 Schedule of Values
- 13.2 Application for Progress Payments
- 13.3 CONTRACTOR'S Warranty of Title
- 13.4 Review of Application for Progress Payments
- 13.5 Partial Utilization
- 13.6 Final Inspection
- 13.7 Final Application for Payment
- 13.8 Final Payment and Acceptance
- 13.9 CONTRACTOR'S Continuing Obligation
- 13.10 Waiver of Claims

14. Suspension of Work and Termination

- 14.1 OWNER May Suspend Work
- 14.2 OWNER May Terminate
- 14.3 CONTRACTOR'S Services Terminated
- 14.4 Payment After Termination
- 14.5 CONTRACTOR May Stop or Terminate

15. Miscellaneous

- 15.1 Claims for Injury or Damage
- 15.2 Non-Discrimination in Employment
- 15.3 Temporary Street Closing or Blockage
- 15.4 Percentage of Work Performed by Prime CONTRACTOR
- 15.5 Clean-up
- 15.6 General
- 15.7 Debris Disposal

END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents
The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price
The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time
The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR
The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective
An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings
The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT
The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order
A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations
Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER
The Lexington-Fayette Urban County Government.

1.23 Partial Utilization
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector
The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications
The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions
The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier
A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work
An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work
The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period
When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment
The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs
CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order
Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General
Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit
Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price
Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

LFUCG
Pam Miller Downtown Art Center
141 E Main St,
Lexington, KY 40507

Date Submitted: 04/22/2025
Proposal #: 25-KY-250373
MICPA # PW1925
Kentucky General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Roof Preparation and Tear Off Scope of work: All Roof Areas

1. Remove all existing roof membrane layers, all sheet metal trims and copings, all roof insulation layers in full to expose the structural roof decking daily.
2. Do not remove more roof area than can be covered daily with new waterproofing layers including either the base layers of roof insulation and mod. Bit. Base sheet or a temporary roof membrane applied directly to the decking to insure daily water tight conditions.
3. Insure all decking areas a cleaned smooth as required to provide a proper substrate for the new roofing system.
4. Inspect all decking areas and insure the substrate is sound for proper roofing installation.

Insulation & Base Sheet Installation per decking type:

Concrete Decks Only: (roof areas A1, A4)

1. Install a fully adhered vapor barrier (mod bit base sheet) in cold adhesive directly to the decking. No primer required. The membrane should turn up the exterior walls and curbs to create an envelop with the new membrane flashings.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with slope in structure Only: (roof areas A2, A6, A7)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with no slope in structure: (roof areas A5)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install a tapered insulation plan (poly iso) to provide positive drainage to all roof drains with mechanical fasteners
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Decks with slope in structure: (roof areas A3)

1. Directly to the wood decking, Install one layer of type 2 nailable sbs base sheet with metal flange simplex nails in a shingle effect overlapping manner. Starting at the low point of the roof working towards the high side.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Blocking

1. Under all existing coping and edge metal conditions:
   a. Remove one layer of wood blocking and replace with one new layer of solid 2x non-treated wood blocking.
   b. Provide this cost as an allowance based on a unit cost.
   c. If this work is not required after inspection of the existing wood blocking (if present) by Garland/owner, portions of
   this allowance will be credited to the project.

Scope of Work: All Roof Areas:

1. Install a 2 ply mod bit mineral roof system in cold adhesive per specification and Garland details.
   a. Heat weld all finished cap sheets.

2. Install one 39"x39" 4lb lead sheet metal flashing at each roof drain bowl under the clamping ring.
   a. Prime both sides with asphalt primer and round all corners with snips.
   b. Set lead in bed of aspalt mastic and press into place.
   c. Lead flashings should have a minimum of one ply under the sheet and two plied of membrane on top.

3. Install matching 2 ply mod bit mineral membrane flashings.
   a. Base flashings to be installed over the top of all parapet caps.
   b. Cap Flashings to stop at the top of the wood blocking.
   c. Install one layer of high temperature metal underlayment (self adhering) over the tops of all parapets before installing sheet metal copings.
   d. Three course all flashings laps in aluminum grade mastic and reinforcement mesh.
4. Install a continuous termination bar around all membrane flashings into all masonry substrates. Nailable substrates such as wood can receive metal washer simplex nails in lieu of termination bar.

5. Install new 22 ga sheet metal contractor fabricated flashings at all condition to cover the exposed leading edge of membrane
   flashings and termination.
   a. All masonry conditions are to receive new reglet mounted counter flashings.
   b. All mechanical curb conditions new sheet metal flashings should be skirted and installed under the curb flange.
6. Install new 22 ga sheet metal copings that are to be contractor fabricated.
   a. The copings should be ANSI-SPRI ES1 certified.

All Limestone masonry stone caps:

1. Top dress all mortar joints with a solid application of clear All-sil silicone sealant.

Ladder Replacement:

1. Remove all existing rooftop ladders and dispose.
2. Steel connections to be cut flush with the masonry wall and patched with Greenlock XL sealant and sand to match the existing mortar.
3. Install new rooftop access ladders per drawings and specifications.

Egress Walkway Guardrail:

1. Remove the existing ballasted walkway guardrail after the immediate roofing area has the new cap sheet installed.
   a. The existing guardrail must remain in place and in function during the construction project.
2. Dispose of the existing guardrail.
3. Install a new ballasted guardrail system per drawings and specifications.

Addendum #1

1. Asbestos materials testing results to be provided in addendum 2.
2. At roof A5, the existing roof hatch curb and associated wood blocking is to be removed. See provided deck infill detail provided to be provided in addendum 2.
3. Insulation:
   a. Base bid: R25 two layers of 2.2" and tapered where required. Drain sumps at each drain down to the existing drain heights.
   b. Additional cost to be provided for R30 two layers of 2.6" in lieu of R25.
4. Wood blocking:
   a. All wood blocking to be treated.
   b. At parapet caps, remove one layer of wood blocking and install one new layer of solid treated wood 2x blocking the width of the wall.
   c. All wood blocking at roof edges along eaves to be replaced and new blocking heights to match the thickness of the finished roof up to the cover board. Nailers to be 2x6.
   d. On roof A1 only, 2x6 wood nailers to be installed every 8' on center going up the roof the thickness of the finished roof. These will serve as nailers for back nailing the mod bit sheets as required for roof slopes over 2/12 slope.
5. For membrane flashings taller than 24", install mechanical fasteners with insulation plates in the base sheet side laps and cap sheet side laps starting at 24" above the finished roof height, 8" on center vertically. Fasteners to be installed in the bottom sheet of the side lap and covered with the overlapping sheet. Each flashing lap of the of the flashing cap will be covered with a three course application of Silver flashing and mesh.
6. Sheet metal mock ups:
   a. For each sheet metal condition type (ie. Copings, counter flashings, , coping corner, custom fabrications, etc.) no more than one 10' max length section is to be installed prior to owner approval of the provided mock up detail. Mock up will serve for approval of both function, aesthetic appeal, and waterproofing.
7. New rooftop ladders to be provided by contractor and installed by contractor.
8. At both (2) existing steel staircases on the roof, contractor to prime the bottom tread with rust inhibitive primer and paint with two coats of safety yellow Rust-o-leum paint. No other modifications to the stairs required.

9. The new egress ballasted walkway railing to be provided by Garland and installed by the roofing contractor.
   a. The removal of the existing railing is to be coordinated with the owner / occupants to insure it is not removed when any events are occurring or scheduled to occur while the railing is removed.
   b. When the railing is removed, temporary roof flag lines and cones to be provided in the same line to serve as temporary caution line.
   c. The original railing or new railing must be in place when any events are occurring.
   d. The existing egress walkway is to be removed from the roof without damage and returned to the owner. Contractor to place neatly on a pallet in the ground and owner to remove from site.

10. Liquid applied walk path surfacing:
    a. At the areas as located on the roof drawings, install a silicone liquid applied surfacing coating to serve as a walkway coating.
    b. Coating to be safety yellow color.
    c. Embed granules into the coating and embed with coating.
    d. Coating to be applied per specifications to be provided with addendum 2.
11. Progress meeting to be held bi-monthly.
12. Addendum 2 to be issued by 4/15/25 EOB.
13. Revised Roof Drawings are attached with this addendum and replace the previous

Addendum #2

1. No Asbestos materials were detected when tested by the owner.
2. Liquid applied walk path surfacing spec attached with this addendum:

Garland/DBS Price Based Upon Local Market Competition:

Briden Company Inc	**Start Date August 1st 2025**	**$**	**991,271**
ABR Construction	Start Date August 18th 2025	$	1,023,817
Tri-State Roofing		$	1,224,488
Swift Roofing of Etown		$	1,686,539

Possible Deduct Options:

Stressply Legacy FR Mineral Walkway Deduct Option	$	8,851
Deduct for Infill Panel	$	8,415

Proposal Price Based Upon Market Experience: With selected Deducts	**$**	**974,005**

Briden Company Inc - Unforeseen Site Conditions:

12" X 12" X 1" Wood Deck Repair	$	8.70	Per Sf
Decking Repair	$	8.70	per Sq. Ft.
Decking Replacement	$	17.40	per Sq. Ft.
Wood Blocking (Nailer) Replacement	$	4.64	Per Board Ft
Contingency held for Unforeseen conditions	$	15,000	
Amount carried for Wood Blocking at parapet caps.	$	8,885	
Additional cost for R30 insulation (2 layers of 2.6" in lieu of R25)Including all additional needed blocking to achieve R30.	$	8,625.00	

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are included.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.
9. Deducts are only applicable to Briden Company Inc.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Nathan Parker

Nathan Parker
Garland/DBS, Inc.
(216) 302-3791

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

This Contract made and entered into this 27 day of September, 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

W I T N E S S E T H:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: _____
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

BY: _____ 9/25/19
Wendy M. Christensen
Racine County Clerk

Date 9-27-19
Certified to be correct as to form
By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

_____ 9/27/19
Sign Date

GARLAND/DBS Inc.

BY: _____
David M. Sokol, President

EXHIBIT D
SPECIAL CONDITIONS

1 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION

2 WAGE SCALE (if applicable)

3 WEATHER RELATED DELAYS

1. 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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability aggregate (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million or $2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, $1 million per
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Excess/Umbrella Liability	$5 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

00357187

2. **WAGE SCALES** – not applicable.

3. **WEATHER RELATED DELAYS**

A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.

B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.

C. Time granted for weather delays shall be requested on a monthly basis.

D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using >= 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/25/2024

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
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	20478
INSURER B:	The Continental Insurance Company	35289
INSURER C:	Starr Indemnity & Liability Company	38318
INSURER D:	Starr Specialty Insurance Company	16109
INSURER E:		
INSURER F:		

INSURED
Garland/DBS, Inc.
3800 E. 91st Street
Cleveland OH 44105 USA

COVERAGES **CERTIFICATE NUMBER:** 570109129849 **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. **Limits shown are as requested**

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 X LOC OTHER:			GL7094453776	11/01/2024	11/01/2025	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 $100,000 $15,000 $2,000,000 $4,000,000 $4,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000692555 241	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION			CUE7094453793 SIR applies per policy terms & conditions	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D D	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		1000005545 Workers Comp AOS 1000005548 Workers Comp - WI	11/01/2024 11/01/2024	11/01/2025 11/01/2025	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

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

Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

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

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570109129849

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AGENCY CUSTOMER ID: 570000087155
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER: See Certificate Number: 570109129849	
CARRIER: See Certificate Number: 570109129849 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D		N/A		1000005546 WC-AZ,CT,IA,NC,NJ,NY,TX	11/01/2024	11/01/2025		
D		N/A		1000005547 Workers Comp - FL, MA	11/01/2024	11/01/2025		

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STARR SPECIALTY
A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

Policy Number: 100 0005545 **Effective Date:** 11/01/2024
The Insured: Garland Industries, Inc.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL EXTENDED BY US

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. – Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days
Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS**, **A. Cancellation**, sub-paragraph **2.**, or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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Earlier Notice of Cancellation Provided by the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Number of Days' Notice: 75

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **A.** of either the **CANCELLATION/NONRENEWAL** section of the **COMMMON TERMS AND CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020006470179384647197

Policy No: 7094453776
Endorsement No:
Effective Date: 11/01/2024

Nat'l Fire Ins Co of Hartford
Insured Name: Garland/DBS, Inc.

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

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.

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000087155

INSURED
Garland/DBS, Inc.
3800 E. 91st Street
Cleveland OH 44105 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Endurance American Specialty Ins Co.	41718
INSURER B:	AGCS Marine Insurance Company	22837
INSURER C:	The Continental Insurance Company	35289
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570109162103 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS / DEDUCTIBLES BASIC / BUILDING BROAD / CONTENTS SPECIAL EARTHQUAKE WIND FLOOD X ALL RISK-Subject to Exclusions Blkt B&PP Ded	ARL30000500806	12/05/2023	12/05/2024	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP X BLANKET BLDG & PP X Leased Rented Equip X LR Equip Per Item	$10,000,000 $100,000 $5,000
B	X INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY Installation Floater POLICY NUMBER MXI93088297 Installation Floater	11/01/2024	11/01/2025	X Storage Location X Deductible X Installation Site X Property in Transit	$350,000 $10,000 $1,000,000 $350,000
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
C	Ocean/Air Cargo - Marine	OC7300312 Marine Cargo	11/01/2024	11/01/2025	X Any one conveyance	$1,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER
Lexington-Fayette Urban
County Government
200 East Main Street
Lexington KY 40507 USA

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
Aon Risk Services Northeast, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570109162103

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AGENCY CUSTOMER ID: 570000087155
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER	
See Certificate Number: 570109162103	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570109162103	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 **FORM TITLE:** Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
B	INLAND MARINE	MXI93088297 Installation Floater	11/01/2024	11/01/2025	Wind/Hail Ded	$250,000

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AIA® Document A312™ – 2010

Bond No. 30227054

Performance Bond

CONTRACTOR:
(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:
(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street
Lexington, KY 40507

CONSTRUCTION CONTRACT
Date: April 24, 2025

Amount: Nine Hundred Seventy Four Thousand Five and 00/100 Dollars ($ 974,005.00)

Description:
(Name and location)
Contract No. 25-KY-250373; PMDAC Roof

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

BOND
Date: April 25, 2025
(Not earlier than Construction Contract Date)

Amount: Nine Hundred Seventy Four Thousand Five and 00/100 Dollars ($ 974,005.00)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL	SURETY
Company: *(Corporate Seal)* GARLAND/DBS, INC.	Company: *(Corporate Seal)* WESTERN SURETY COMPANY
Signature:	Signature: George F. Douaire V
Name and Title: Brian Lambert, President	Name and Title: George F. Douaire V, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: ,		Name and Title: , Attorney-in-Fact	
Address:		Address:	

AIA® Document A312™ – 2010

Bond No. 30227054

Payment Bond

CONTRACTOR:
(Name, legal status and address)
GARLAND/DBS, INC.
3800 East 91st Street
Cleveland, OH 44105

SURETY:
(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:
(Name, legal status and address)
LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 East Main Street
Lexington, KY 40507

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: April 24, 2025

Amount: Nine Hundred Seventy Four Thousand Five and 00/100 Dollars ($ 974,005.00)

Description:
(Name and location)
Contract No. 25-KY-250373; PMDAC Roof

GARLAND/DBS, INC. CORPORATE SEAL 2009 DELAWARE

BOND
Date: April 25, 2025
(Not earlier than Construction Contract Date)

Amount: Nine Hundred Seventy Four Thousand Five and 00/100 Dollars ($ 974,005.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
GARLAND/DBS, INC.		WESTERN SURETY COMPANY	
Signature:		Signature:	
Name and Title:	Brian Lambert, President	Name and Title:	George F. Douaire V, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
AON RISK SERVICES CENTRAL, INC.
200 E. Randolph St.
Chicago, IL 60601
(312) 381-1000

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- **.1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- **.2** have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title: ,		Name and Title: , Attorney-in-Fact	
Address:		Address:	

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Aerie Walton, Nicholas Pantazis, Kristin L Hannigan, Samantha Chierici, Richard Casas, Corinne Chapman, Nicholas Kertesz, Roger Paraison, Jean Torres, Dartonya Wright, Tara A Maquinto, George F Douaire V, Individually

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of September, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 10th day of September, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2025

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

The Garland Company, Inc.

Roof Asset Management Program

R A M P

Prepared By
Zach Hadden

Prepared For
Lisa Grober

April 03, 2025

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Client Data

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
200 E MAIN STREET
LEXINGTON, KENTUCKY 40507

Client Data

Name	Lexington Fayette Urban County Government		
Address 1	200 E Main Street		
City	Lexington	**State**	Kentucky
ZIP	40507	**Country**	United States

Contact Info

Contact Person	Lisa Grober	**Title**	Architect - Dept of General Services
Mobile Phone:	-	**Office Phone:**	859.258.3054
Email:	lgrober@lexingtonky.gov		

Bid Summary

Project:	**LFUCG – Pam Miller Downtown Arts Center Reroof**
General Description:	**Bids will be received directly to Garland/DBS Inc. for a new 2 ply mod bit roofing system.**
Bid Due Date:	**Friday April 18th 1:00 PM**
To:	**Via Garland/DBS Project Center Portal**

The owner has chosen to procure this roofing project via Garland/DBS Inc. utilizing the Omnia Partners national price contract cooperative agreement.

Garland/DBS Inc. reserves the right to reject any and/or all bids and to determine which bids are in substantial compliance on behalf of LFUCG.

The construction schedule for this project is projected to be a Summer or Fall 2025 project. Construction timeline guidelines provided below.

Please provide your expected number of days of completion for the project.

The winning contractor will be required to provide a detailed schedule of values and construction schedule within 48 hours of notification that they are the apparat low bidder.

In compliance with the provided bid package including specifications and provided project specific scope of work relating to the above reference project, all bids shall include necessary work to perform the project, the undersigned, hereby proposes and agrees fully to perform the work within the time stated and in strict accordance with the specifications submit your bids as follows:

All labor, materials, services, and equipment necessary for the completion of the work described in the specifications. This shall be filled out completely via the Project Center Bid Form process.

Construction Schedule Requirements:

- Award schedule projected
- Construction schedule contractor dependent on availability with the following guidelines:
  - 120 construction days from notice to proceed to substantial completion
  - 45 construction days from punch list (at substantial completion) to 100% completion
  - Contractor to request the notice proceed date to establish start of construction timeline.
  - 100% completion no later than 12/1/2025

Important Dates & Times

- Roof Pre-Bid Meeting Friday 4/4/25 at 10:00 AM
- Bid Due Date: Friday 4/18/25 at 1:00 PM
- Progress Meetings will be held bi-weekly onsite. The contractor's PM will be expected to be present. Contractor will need to provide Garland/DBS Inc. updated written construction schedules weekly every Friday by end of business.

End of Document.

THE GARLAND COMPANY, INC.
HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS
3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Summary: All Roofs – Reroof Project 2025

The general scope of this project is to remove install a new Modified Bitumen roof system to replace the existing modified bitumen roofing system that is existing. The scope will include full removal of all roof layers, sheet metal flashings, trims, copings, and all roof insulation layers down to each structural roof decking substrate. Each decking type will be prepared specifically per the detailed scope items below. The finished roof system will match across all roof areas and the systems will include new sheet metal trims and copings. New guard rails and access ladders are also included in this project in limited areas.

The roofing contractor is responsible for the following Scope and Items:

1. Removal and replacement of all roof access ladders per drawings and specifications.
2. Removal and replacement of the existing egress walkway guard rail system per drawings and specifications.
3. All reroofing and sheet metal items per below scope of work, drawings, and specifications.
4. Comply with all Garland / DBS Inc. requirements and LFUCG General Conditions and guidelines.
5. Providing all temporary safety as required by OSHA and local code requirements.

*Refer to the project specifications as well as the scope items described below.

Roof Preparation and Tear Off Scope of work: All Roof Areas

1. Remove all existing roof membrane layers, all sheet metal trims and copings, all roof insulation layers in full to expose the structural roof decking daily.
2. Do not remove more roof area than can be covered daily with new waterproofing layers including either the base layers of roof insulation and mod. Bit. Base sheet or a temporary roof membrane applied directly to the decking to insure daily water tight conditions.
3. Insure all decking areas a cleaned smooth as required to provide a proper substrate for the new roofing system.
4. Inspect all decking areas and insure the substrate is sound for proper roofing installation.

Insulation & Base Sheet Installation per decking type:

Concrete Decks Only: (roof areas A1, A4)

1. Install a fully adhered vapor barrier (mod bit base sheet) in cold adhesive directly to the decking. No primer required. The membrane should turn up the exterior walls and curbs to create an envelop with the new membrane flashings.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with slope in structure Only: (roof areas A2, A6, A7)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with no slope in structure: (roof areas A5)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install a tapered insulation plan (poly iso) to provide positive drainage to all roof drains with mechanical fasteners.

a. 1:12 slope

3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Decks with slope in structure: (roof areas A3)

1. Directly to the wood decking, Install one layer of type 2 nailable sbs base sheet with metal flange simplex nails in a shingle effect overlapping manner. Starting at the low point of the roof working towards the high side.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½'' densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood blocking:

1. Under all existing coping and edge metal conditions:
    a. Remove one layer of wood blocking and replace with one new layer of solid 2x non-treated wood blocking.
    b. Provide this cost as an allowance based on a unit cost.
    c. If this work is not required after inspection of the existing wood blocking (if present) by Garland/owner, portions of this allowance will be credited to the project.

Scope of Work: All Roof Areas:

1. Install a 2 ply mod bit mineral roof system in cold adhesive per specification and Garland details.
    a. Heat weld all finished cap sheets.
2. Install one 39''x39'' 4lb lead sheet metal flashing at each roof drain bowl under the clamping ring.
    a. Prime both sides with asphalt primer and round all corners with snips.
    b. Set lead in bed of aspalt mastic and press into place.
    c. Lead flashings should have a minimum of one ply under the sheet and two plied of membrane on top.
3. Install matching 2 ply mod bit mineral membrane flashings.
    a. Base flashings to be installed over the top of all parapet caps.
    b. Cap Flashings to stop at the top of the wood blocking.
    c. Install one layer of high temperature metal underlayment (self adhering) over the tops of all parapets before installing sheet metal copings.
    d. Three course all flashings laps in aluminum grade mastic and reinforcement mesh.
4. Install a continuous termination bar around all membrane flashings into all masonry substrates. Nailable substrates such as wood can receive metal washer simplex nails in lieu of termination bar.
5. Install new 22 ga sheet metal contractor fabricated flashings at all condition to cover the exposed leading edge of membrane flashings and termination.
    a. All masonry conditions are to receive new reglet mounted counter flashings.
    b. All mechanical curb conditions new sheet metal flashings should be skirted and installed under the curb flange.
6. Install new 22 ga sheet metal copings that are to be contractor fabricated.
    a. The copings should be ANSI-SPRI ES1 certified.

All Limestone masonry stone caps:

1. Top dress all mortar joints with a solid application of clear All-sil silicone sealant.

Ladder Replacement:

1. Remove all existing rooftop ladders and dispose.
2. Steel connections to be cut flush with the masonry wall and patched with Greenlock XL sealant and sand to match the existing mortar.
3. Install new rooftop access ladders per drawings and specifications.

Egress Walkway Guardrail:

1. Remove the existing ballasted walkway guardrail after the immediate roofing area has the new cap sheet installed.
    a. The existing guardrail must remain in place and in function during the construction project.
2. Dispose of the existing guardrail.
3. Install a new ballasted guardrail system per drawings and specifications.

End of Document.

since 1895

Roof Overview & Core Cut Data

LFUCG

PMDAC



A1
Concrete/Gypsum Deck
Total Thickness 3 inches
2 inch polyiso
½ inch WoodFiber/Perlite
TPO/PVC

A2, A6, A7
Total Thickness: 2.75 Inches
Sloped Metal Deck
2 Inch polyiso
½ inch woodfiber
2 ply modified bitumen

A3
Total Thickness: 2 inches
Sloped Wood Deck
Perlite Insulation
BUR

A5
Total Thickness: 4-8.5 inches
Flat Metal Deck
Tapered Polyiso insulation
Perlite insulation
2 ply modified bitumen

A4
Concrete Deck
Total Thickness 3 inches
2 inch polyiso
½ inch WoodFiber/Perlite
2 ply modified bitumen

THE GARLAND COMPANY INC.
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LFUCG

PART IV

GENERAL CONDITIONS

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END OF SECTION

PART IV

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda
Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement
The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment
The form accepted by CONSULTANT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid
The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder
An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

1.6 Bonds
Bid, performance and payment bonds and other instruments of security.

1.7 Calendar Day
A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order
A document recommended by CONSULTANT, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to CONSULTANT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by CONSULTANT and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 CONSULTANT

The Lexington-Fayette Urban County Government or its authorized representative.

1.17 Field Order

A documented order issued by CONSULTANT which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice
Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Laws and Regulations
Laws, rules, regulations, ordinances, codes and/or orders.

1.20 Notice of Award
The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.21 Notice to Proceed
A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.22 OWNER
The Lexington-Fayette Urban County Government.

1.23 Partial Utilization
Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.24 Project
The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.25 Inspector
The authorized representative who is assigned to the site or any part thereof.

1.26 Shop Drawings
All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications
Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and

workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications
The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices.

1.29 Subcontractor
An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions
The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier
A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities
All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work
An amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

1.34 Work
The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period
When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 Delivery of Bonds
When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 Copies of Documents
Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed
The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 Starting the Project
CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction
Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 Submittal of Schedules
Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to CONSULTANT for review:

2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 a preliminary schedule of Shop Drawing submissions; and

2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into costs per labor and materials by specification

section to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission. Schedule of values shall be submitted on AIA G702/703 forms, or approved equal.

2.7 Preconstruction Conference

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, CONSULTANT, EEO-Affirmative Action Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; (5) The establishment of procedures for effectively implementing the LFUCG's 10% minimum DBE goals; and (6) Requirement for Mechanic's Lien on Partial Applications for Payment.

2.8 Finalizing Schedules

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CONSULTANT and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to CONSULTANT as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on CONSULTANT responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to CONSULTANT as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to CONSULTANT as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 General

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used

to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or CONSULTANT, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by CONSULTANT as provided in paragraph 8.4.

3.3 Conflicts

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to CONSULTANT in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from CONSULTANT; however, CONTRACTOR shall not be liable to OWNER or CONSULTANT for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 Reuse of Documents

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and CONSULTANT and specific written verification or adaptation by CONSULTANT.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 Availability of Lands

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. CONSULTANT shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions

4.2.1 Explorations and Reports

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by CONSULTANT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions
If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and CONSULTANT in writing about the inaccuracy or difference.

4.2.4 CONSULTANT'S Review
CONSULTANT will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of CONSULTANT'S findings and conclusions.

4.2.5 Possible Document Change
If CONSULTANT concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change I the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments
In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 Physical Conditions-Underground Facilities

4.3.1 Shown or Indicated
The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is

based on information and data furnished to OWNER or CONSULTANT by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data; and,

4.2.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and CONSULTANT. CONSULTANT will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 Reference Points

OWNER shall provide engineering surveys to establish reference points for construction which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the CONSULTANT and the general public. CONTRACTOR shall keep at the Project Site during the progress of the Work a competent project manager/superintendent and all necessary assistants, all of whom shall be satisfactory to OWNER. OWNER reserves the right to reject CONTRACTOR'S construction superintendent and project management personnel if they are unsatisfactory to OWNER and upon such rejection CONTRACTOR shall designate and provide competent successors. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 Superintendence

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and CONSULTANT except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. OWNER reserves the right to require CONTRACTOR to remove from the Project any of it's personnel, or subcontractor's personnel for violating LFUCG Policies, Rules or Regulations. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to CONSULTANT.

5.4 Start-Up and Completion of Work

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 Materials and Equipment

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by CONSULTANT, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to CONSULTANT, or any of CONSULTANT'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 Not Clearly Specified or Indicated

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the CONSULTANT of all such instances at least five (5) days in advance of receiving the proposals. The CONSULTANT will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 Coordination of Work

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 Adjusting Progress Schedule

CONTRACTOR shall submit to CONSULTANT for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 Substitutes or "Or-Equal" Items

5.7.1 General

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/CONSULTANT if sufficient information is submitted by CONTRACTOR to allow OWNER/CONSULTANT to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/CONSULTANT will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/CONSULTANT from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/CONSULTANT for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/CONSULTANT in evaluating the proposed substitute. OWNER/CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/CONSULTANT, if CONTRACTOR submits sufficient information to allow OWNER/CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract

Documents. The procedure for review by OWNER/CONSULTANT will be similar to that provided in paragraph 5.7.1 as applied by OWNER/CONSULTANT.

5.7.3 OWNER/CONSULTANT'S Approval

OWNER/CONSULTANT will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/CONSULTANT will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/CONSULTANT'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/CONSULTANT will record time required by OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/CONSULTANT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/CONSULTANT and OWNER/CONSULTANT'S consultants for evaluating each proposed substitute.

5.8 Subcontractors, Suppliers, and Others

5.8.1 Acceptable to CONSULTANT

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and CONSULTANT as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or CONSULTANT may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and CONSULTANT and if CONTRACTOR has submitted a list thereof, OWNER'S or CONSULTANT'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by

OWNER or CONSULTANT of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or CONSULTANT to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County project manager determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and CONSULTANT for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or CONSULTANT and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or CONSULTANT to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and CONSULTANT.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as

to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 Patent Fees and Royalties

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 Permits

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 Laws and Regulations

5.11.1 CONTRACTOR to Comply

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor CONSULTANT shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 Specifications and Drawings at Variance

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give CONSULTANT prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to CONSULTANT, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 Use of Premises

5.13.1 Project Site

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such

land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and CONSULTANT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or CONSULTANT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 Record Drawings

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to CONSULTANT for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to CONSULTANT for OWNER.

5.15 Shop Drawings and Samples

5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying

with applicable procedures specified, CONTRACTOR shall submit to CONSULTANT for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as CONSULTANT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CONSULTANT to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to CONSULTANT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give CONSULTANT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to CONSULTANT for review and approval of each such variation.

5.15.5 CONSULTANT'S Approval

CONSULTANT will review and approve with reasonable promptness Shop Drawings and samples, but CONSULTANT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or

procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by CONSULTANT, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by CONSULTANT on previous submittals.

5.15.6 Responsibility for Errors and Omissions

CONSULTANT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called CONSULTANT'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and CONSULTANT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by CONSULTANT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to CONSULTANT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 Erosion and Sediment Control

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 Other Contractors or Utility Owners

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of CONSULTANT and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Delays Caused by Others

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to CONSULTANT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and

responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 Communications

OWNER shall issue all communications to CONTRACTOR through CONSULTANT.

7.2 Data and Payments

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 Lands, Easements, and Surveys

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by CONSULTANT in preparing the Drawings and Specifications.

7.4 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 Inspections, Tests and Approvals

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 Stop or Suspend Work

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. CONSULTANT'S STATUS DURING CONSTRUCTION

8.1 OWNER'S Representative

CONSULTANT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of CONSULTANT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and CONSULTANT.

8.2 Visits to Site

CONSULTANT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. CONSULTANT will not be required to make exhaustive or

continuous on-site inspections to check the quality or quantity of the Work. CONSULTANT'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, CONSULTANT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 Project Representation

CONSULTANT will provide an Inspector to assist CONSULTANT in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not CONSULTANT'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 Clarifications and Interpretations

CONSULTANT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as CONSULTANT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 Authorized Variations in Work

CONSULTANT may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 Rejecting Defective Work

CONSULTANT will have authority to disapprove or reject Work which CONSULTANT believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 Shop Drawings

In connection with CONSULTANT'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 Change Orders

In connection with CONSULTANT'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 Payments

In connection with CONSULTANT'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 Determinations for Unit Prices

CONSULTANT will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

CONSULTANT will review with CONTRACTOR CONSULTANT'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 Decision on Disputes

CONSULTANT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to CONSULTANT in writing with a request for a formal decision in accordance with this paragraph, which CONSULTANT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to CONSULTANT within sixty days after such occurrence unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 Limitations on CONSULTANT's Responsibilities

8.12.1 CONTRACTOR, Supplier, or Surety

Neither CONSULTANTS authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by CONSULTANT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 To Evaluate the Work

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

CONSULTANT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

CONSULTANT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER May Order Change

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 Claims

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 Work Not in Contract Documents

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 Change Orders

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

9.5 Notice of Change

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 Claim for Increase or Decrease in Price

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 Value of Work

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 Unit Prices

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of

the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 Lump Sum
By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 Cost Plus Fee
On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 Payroll Costs
Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 Materials and Equipment Costs
Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of CONSULTANT, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 Not to Be Included in Cost of the Work

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office
Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense
Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance
Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence
Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs
Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Contractor's Fee

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 Itemized Cost Breakdown

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to CONSULTANT an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to CONSULTANT, CONTRACTOR agrees that:

10.8.1 Materials and Equipment
The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 Other Costs
CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order
Prior to final payment, an appropriate Change Order will be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 General
Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by CONSULTANT in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit
Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price
Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 Change Order

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to CONSULTANT promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless CONSULTANT allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by CONSULTANT in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 Justification for Time Extensions

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 Time Limits

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER and CONSULTANT that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

CONSULTANT and CONSULTANT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 Tests and Inspections

12.3.1 Timely Notice

CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 Requirements and Responsibilities

The CONSULTANT may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the CONSULTANT or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the CONSULTANT.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by CONSULTANT if so specified).

12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given CONSULTANT timely notice of CONTRACTOR'S intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S Obligation

Neither observations by CONSULTANT nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work

If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CONSULTANT, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 One Year Correction Period

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement

(including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice of CONSULTANT to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by CONSULTANT, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to CONSULTANT. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to CONSULTANT for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by CONSULTANT. Monthly progress payments shall be ninety (90) percent of the sum obtained by applying the respective bid unit prices to the approved estimated quantities of work completed by the Contractor during the preceding month. The remaining ten (10) percent will be held by the Owner, as retainage. At such time as the CONSULTANT deems appropriate - based on the quality of work performed, progress of cleanup, and other pertinent factors - the rate of retainage, or the total amount retained, may be reduced; although, any reduction in retainage, below the ten (10) percent level, is made solely at the CONSULTANT's discretion. All remaining retainage held will be included in the final payment to the Contractor.

13.2.1 Waivers of Mechanic's Lien

With each Application for Payment OWNER may require CONTRACTOR to submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

13.2.1.1 Requirement for waivers of Mechanic's Lien on Partial Applications for Payment will be determined and communicated at the Preconstruction Conference.

13.2.1.2 Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

13.2.1.3 When an application shows completion of an item, submit conditional final or full waivers.

13.2.1.4 Owner reserves the right to designate which entities involved in the Work must submit waivers.

13.2.1.5 Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

13.3 CONTRACTOR'S Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 Review of Applications for Progress Payment

13.4.1 Submission of Application for Payment

CONSULTANT will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing CONSULTANT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 CONSULTANT'S Recommendation

CONSULTANT may refuse to recommend the whole or any part of any payment, if, in CONSULTANT'S opinion, it would be incorrect to make such representations to OWNER. CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 Partial Utilization

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, CONSULTANT will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after CONSULTANT has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to

furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 Final Payment and Acceptance

13.8.1 CONSULTANT'S Approval

If, on the basis of CONSULTANT'S observation of the Work during construction and final inspection, and CONSULTANT'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, CONSULTANT is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, CONSULTANT will, after receipt of the final Application for Payment, indicate in writing CONSULTANT'S recommendation of payment and present the Application to OWNER for payment. Thereupon CONSULTANT will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, CONSULTANT will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 Delay in Completion of Work

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of CONSULTANT, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to CONSULTANT with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 Retainage

Retainage is not applicable to this project.

13.9 CONTRACTOR'S Continuing Obligation

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by CONSULTANT, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and

approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 Waiver of Claims

The making and acceptance of final payment will constitute:

13.10.1 a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

13.10.2 a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER May Suspend Work

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and CONSULTANT which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER May Terminate

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

14.2.1 if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

14.2.2 if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against

CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

14.2.3 if CONTRACTOR makes a general assignment for the benefit of creditors;

14.2.4 if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

14.2.5 if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

14.2.6 if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

14.2.7 if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

14.2.8 if CONTRACTOR disregards the authority of CONSULTANT, or

14.2.9 if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the

difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by CONSULTANT and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.2.10 If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

14.2.11 This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

14.2.12 This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

14.3 CONTRACTOR'S Services Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Payment After Termination

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or CONSULTANT fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and CONSULTANT, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if CONSULTANT has failed to act on an Application

for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and CONSULTANT stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 Claims for Injury or Damage

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 Non-Discrimination in Employment

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 That no person (as defined in KRS 344.010) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

15.2.2 That it is an unlawful practice for an employer:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to limit, segregate or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's sex, race, color, religion, age, or national origin.

15.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

15.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 Temporary Street Closing or Blockage

The CONTRACTOR will notify the CONSULTANT at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 Percentage of Work Performed by prime CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least fifty (50%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the CONSULTANT determines that the reduction would be to the advantage of the OWNER.

15.5 Clean-up

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment,

excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 General

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and CONSULTANT thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 Debris Disposal

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

SECTION 05520

Roof Top Guardrails

PART 1 GENERAL

1.1 SUMMARY

Provide and install freestanding KeeGuard® Roof Edge Protection System, including pipe railings, uprights, bases, counterweights, fittings and delivery to site.

RELATED SECTIONS

A. Division 7 Specifications

1.2 REFERENCES

A. American National Standards Institute (ANSI) - A21.l Safety Requirements for Floor and Wall Openings, Railings and Toe Boards.

B. American National Standards Institute (ANSI) - A58.l Minimum Design Loads in Buildings and Other Structures.

C. American National Standards Institute (ANSI) - Al 17.1 Accessible and Usable Buildings and Facilities.

D. American Society of Testing and Materials (ASTM) A47 - Standard Specification for Ferrite Malleable Iron Castings.

E. American Society of Testing and Materials (ASTM) A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.

F. American Society of Testing and Materials (ASTM) A153 - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

G. American Society of Testing and Materials (ASTM) A500 - Standard Specification for cold-formed welded and seamless carbon steel structural tubing.

H. Occupational Safety & Health Administration (OSHA): 1910.23 - Guarding Floor and Wall Openings and Holes.

1.3 SUBMITTALS

Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Shop Drawings: Indicate profiles, sizes, connections, size and type of fasteners and accessories.
3. Field Measurements: Verify field measurements prior to assembly and/or ordering.
   Storage and handling requirements and recommendations.
4. Installation Instruction.

B. Shop Drawings: Drawings showing fabrication and installation of handrails and

guardrails including plans, elevations, sections, details of components, anchor details, and attachment to adjoining units of work.

C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

1.4 QUALITY ASSURANCE

A. Railings Structural Requirements:
   1. Handrail, wall rail and guardrail assemblies and attachments shall withstand a minimum concentrated load of 200 pounds (90719 g) applied in any direction on the top rail.
   2. Infill area of guardrail system capable of withstanding a horizontal concentrated load of 200 pounds (90719 g) applied to one square foot (8165 g/sm) at any point in the system. Load not to act concurrently with loads on top rail of system in determining stress on guardrail.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Materials to be delivered to the job site in good condition and adequately protected against damage as handrails are a finished product.

B. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication; show recorded measurements on final shop drawings.
   1. Where field measurements cannot be made without delaying the railing fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products to not delay fabrication, delivery and installation.

C. Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Kee Safety, Inc.

B. Substitutions: Not permitted.

2.2 SYSTEMS

A. Provide pipe or tubing, fittings, and accessories as indicated or required to match design indicated on the Drawings.

   1. Fittings: Cast iron.
   2. Handrail Tubing, 12 gauge, Size
      a. 1-1/4 inches – 1.660 inches O D.

3. Handrail Pipe, Schedule 40, Size:
   a. 1-1/4 inches – 1.660 inches (38 mm) O D.
4. Infill Panels: All locations

B. Roof Edge Protection: Provide freestanding KeeGuard Roof Edge Protection System, including pipe railings, uprights, bases, counterweights and fittings.

1. Freestanding counterweighted guardrail system with 42 inch (1067 mm) minimum height to provide a pedestrian egress barrier on the roof to withstand a minimum load of 200 lb (90719 g) in any direction to the top rail per OSHA Regulation 29 CFR 1910.23.
2. Pipe: Steel, 1-1/2 inches (48 mm) schedule 40, galvanized.
3. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.
4. Rails and Posts: Galvanized Tube, 12 gauge, 1-1/2 inches 1.90 inches (38 mm) diameter.
5. Counterweight Levers: Galvanized Tube, 12 gauge, 1-1/4 inches 1.660 inches (38 mm) diameter.
6. Mounting Bases: Steel bases are galvanized and are supplied with a rubber pad on underside of the component.
7. Counterweights: Molded recycled PVC with one fixing collar per counterbalance.
8. Fasteners: stainless steel or galvanized.

C. Custom Design: Provide pipe, fittings, and accessories as indicated or required by Drawings to match design indicated.

2.3 MATERIALS

A. Pipe:
   1. Steel Pipe: Steel, 1-1/2 inches (38 mm) schedule 40, galvanized.
   2. Tube: Galvanized tube, 12 gauge, 1-1/2 inches, 1.90 inches (48 mm) OD.

B. Fittings, Including Elbows, Crossovers, Wall flanges, Tees, Couplings:
   1. Galvanized Malleable Cast Iron: Kee Klamp structural pipe fittings, ASTM A447 with ASTM A153 galvanizing.

C. Finish: Polyester factory applied spray coating.

D. Fasteners: Type 304 or 305 stainless steel or galvanized.

2.4 FABRICATION

A. Fit and shop assemble components in largest practical sizes for delivery to site.

B. Upright tops shall be plugged with weather and light resistant material.

C. Assemble components with joints tightly fitted and secured. Accurately form components to suit installation.

PART 3 EXECUTION

3.1 PREPARATION

A. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result.

3.2 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Fit exposed connections accurately together to form tight joints. For all connections with Kee Klamp fittings, each set screw is to be tightened to 29 foot pounds (39 N-m) of torque.

C. Perform cutting, and fitting required for installation of handrails. Set handrails and accurately in location, alignment, and elevation, measured from established lines and levels.

3.3 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED SECTIONS:

1. Division 7 Specifications

1.2 SUMMARY:

A. This portion of the specification sets forth the general requirements, including the quality and type of materials required for the installation of all pressure treated lumber used for wood curbs, nailing strips, miscellaneous blocking material, unexposed fillers, fascia, edging strips, etc

1.3 STORAGE:

A. All material specified herein shall be stored (after delivery to the site) so that it will be fully protected from damage and weather, and shall be piled to prevent warpage. All lumber shall be fully protected to maintain the original required moisture content as specified in item titled "Moisture Content".

1.4 OTHER REQUIREMENTS:

A. Dimensions indicated on the drawings are nominal dimensions (except where details show actual sizes) and shall be subject to the standard reductions required for surfacing or tolerances permitted by the grading rules. Unless otherwise indicated on drawings, all material shall be S4S (surfaced four sides).

1.5 PROTECTION:

A. All finished work shall be adequately protected against damage from any source.

1.6 COORDINATION:

A. Carpenters shall coordinate their work with that of the other trades so that progress continues without interruption.

PART 2 – PRODUCTS

2.1 WOOD - FRAMING AND CURBS:

A.

GRADING RULES, GRADES, AND SPECIES

1. Lumber: Southern Pine, yellow pine, Douglas fir, spruce, ponderosa pine, larch or Hemlock and shall meet the following minimum grade requirement of construction standard (75% #1 and 25% #2); free from warping and visible decay. Lumber shall be graded according to the standard grading rules of the Southern Pine Inspection Bureau, the West

Coast Lumber Inspection Bureau, or the Western Wood Products Association.

B. MOISTURE CONTENT

1. All lumber shall be air-dried or kiln-dried before treatment, so that the moisture content is not more than 19%. After treatment, it shall be kiln-dried at temperatures not exceeding 160 degrees F. (71 degrees C) so that the moisture content is not more than 19% at time of shipment.

C. DECAY-RESISTANT TREATMENT:

1. Lumber in contact with roofing or acting as fascias, and all other exterior lumber, shall be pressure-treated with a waterborne preservative in accordance with AWPA Specification P5.

2. Treating processes, material conditions, plant equipment, and other pertinent requirements shall conform to AWPA Specifications C1 and C2 for specific kind of lumber and type of preservative to be used. Retention shall be as required for intended use.

3. All treated lumber shall bear the mark of a code recognized third party agency such as the AWPA.

PART 3 - EXECUTION

3.1 CARPENTRY:

A. At roof edge to receive metal fascia, around all roof top penetration perimeters, and under any flashing component that is to have a roof flange mechanically fastened to roofing substrate; Mechanically attach wood blocking. Blocking thickness: Equal to common 2x4", 2x12", 1x4".

B. Fasteners shall be installed in two rows staggered. Spacing in any one row shall not exceed 24 inches. Within eight feet of outside corners, spacing shall not exceed twelve inches in any one row.

C. Wood blocking to be replaced at all parapet wall locations. One layer.

D. Where required, offset blocking layers twelve inches, weave corners.

E. When preservative treated wood is cut, the cut end shall be treated in accordance with AWPA Specification M4.

F. Lumber shall be accurately cut to the work requirements and shall be well fastened.

G. Bolted fastenings shall have washers of adequate size under both heads and nuts. Nails shall be of correct size and quantity for proper fastening. Oversized nails that will result in splitting shall not be used. All fasteners shall be galvanized per ASTM A 153.

END OF SECTION

SECTION 07 22 00

ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

A. Section includes roof insulation over the properly prepared deck substrate.

B. Related Sections:
1. Section 07 05 00 – Common Work Procedures for Thermal and Moisture Protection.
2. Section 07 62 00 – Sheet Metal Flashing and Trim.

1.3 REFERENCES

A. American Society for Testing and materials (ASTM):
1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
3. ASTM B29 Standard Specification for Refined Lead.
4. ASTM B32 Standard Specification for Solder Metal.
5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
6. ASTM C208 Standard Specification for Cellulosic Fiber Insulation Board.
7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
9. ASTM C1396 Standard Specification for Gypsum Wallboard.
10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.
12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.

21. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.

B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)

C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.

E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.

F. Warnock Hersey (WH):
1. Fire Hazard Classifications.

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

H. Steel Deck Institute, St. Louis, Missouri (SDI)

I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)

J. Insulation Board, Polyisocyanurate (FS HH-I-1972)

K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.

B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.

C. Provide a sample of each insulation type.

D. Shop Drawings
1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.

E. Certification
1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.

2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108.

B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A or B or C] for external fire and meets local or nationally recognized building codes.

C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM [1-90].

D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
   1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
   2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.
   1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
      a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
      b. Thickness: Minimum 2.2".
      c. R-Value: 25
         a. 2 layers of 2.2"
      d. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1.
      e. Acceptable Products:
         1) ENRGY-3; Johns Manville
         2) Hytherm; Dow
         3) EnergyGuard; GAF
         4) Approved Equivalent
   2. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
      a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
      b. Thickness: Minimum ½"
      c. Average R-Value: not applicable
      d. Tapered Slope:
         1. Structurally Flat Deck areas:
            a. ¼:12 slope.
         2. 1/8:12 structurally sloped decking areas:
            a. 1/8:12 slope.
         3. Saddles / Crickets:
            a. Twice the slope of the finished roof slope per roof area.
      e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1
      f. Acceptable Products:
         1) ENRGY 3; Johns Manville
         2) EnergyGuard; GAF
         3) Approved Equivalent
   3. Dens-Deck Prime Roof Board
      a. Qualities: Nonstructural glass mat faced, noncombustible, water-resistant treated gypsum core panel.
      b. Board Size: Four feet by four feet (4'x4').
      c. Thickness: One quarter (1/4) inch.
      d. Thickness: One half (1/2) inch.
      e. Thickness: Five eighths (5/8) inch.
      f. R-Value: .28
      g. R-Value: .56
      h. R-Value: .67
      i. Compliances: UL, WH or FM listed under Roofing Systems.

2.3 RELATED MATERIALS

A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
   1. Acceptable Manufacturers:
      a. The Garland Company, Inc.
      b. Celotex
      c. Johns Manville
      d. GAF
      e. Approved Equivalent

B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.

C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.

D. Asphalt: ASTM D312, Type III Steep Asphalt.

E. Roof Deck Insulation Adhesive: Insul-Lock HR - Dual-component, high rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
   1. Tensile Strength (ASTM D412).....250 psi
   2. Density (ASTM D1875).....8.5 lbs./gal.
   3. Viscosity (ASTM D2556).....22,000 to 60,000 cP.
   4. 2 `Peel Strength (ASTM D903).....17 lb/in.
   5. 3 `Flexibility (ASTM D816).....Pass @ -70°F

F. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
   1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

3.2 INSPECTOR OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
   1. Verify that work which penetrates roof deck has been completed.
   2. Verify that wood nailers are properly and securely installed.
   3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
   4. Do not proceed until defects are corrected.
   5. Do not apply insulation until substrate is sufficiently dry.
   6. Broom clean substrate immediately prior to application.
   7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
   8. Verify that temporary roof has been completed.

3.3 INSTALLATION

A. Attachment with Mechanical Fasteners
   1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM I-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
   2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
   3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
   4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.
   5. Gypsum and cementitious wood fiber decks: Where the roof deck is visible from the building interior, the contractor shall ensure no penetration of fasteners through underside of the deck. Any holes or spalling caused by fastener installation shall be repaired by the roofing contractor. Where the new roof system thickness exceeds an amount so that a minimum of 1 ½ of penetration cannot be achieved with an Olympic TB Fastener, or approved equivalent, then (and only then) toggle bolts may be used to secure installation to the deck.
   6. Tape joints of insulation as per manufacturer's requirements.

B. Attachment with Insulation Adhesive Approved by Factory Mutual (FM).
   1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
   2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one quarter to one half (1/4-1/2) inch wide beads 12 inches o.c., using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.
   3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
   4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
   5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
   6. Tape joints of insulation as per manufacturer's requirements.

3.4 CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION

SECTION 07 52 00
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cold Applied 2-Ply Asphalt Roofing

1.2 RELATED SECTIONS

A. Division 7 Spec Sections

1.3 REFERENCES

A. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

B. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.

C. ASTM D 312 - Standard Specification for Asphalt used in Roofing.

D. ASTM D 412 - Tensile Test on Rubber and Elastomers.

E. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.

F. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.

G. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.

H. ASTM D 3019 - Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, and Fibered.

I. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.

J. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.

K. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.

L. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.

M. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

N. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.

O. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.

P. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.

Q. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings

R. Factory Mutual Research (FM): Roof Assembly Classifications.

S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.

T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.

U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.

V. Intertek/Warnock Hersey (WH): Fire Hazard Classifications.

W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.

X. ASCE 7, Minimum Design Loads for Buildings and Other Structures

Y. UL - Fire Resistance Directory.

Z. FM Approvals - Roof Coverings and/or RoofNav assembly database.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

A. Perform work in accordance with all federal, state and local codes.

B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
1. Factory Mutual Class A Rating.
2. Underwriters Laboratory Class A Rating.
3. Intertek/Warnock Hersey Class A Rating.

C. Design Requirements:
1. Uniform Wind Uplift Load Capacity
a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
1) Design Code: ASCE 7, Method 2 for Components and Cladding.
2) Importance Category:
a) I.
b) II.
c) III.
d) IV
3) Importance Factor of:
a) 0.77
b) 1.0
c) 1.15
d) 2.0
4) Wind Speed: ___ mph
5) Exposure Category:
a) B.
b) C.
c) D.
6) Design Roof Height: ___ feet.
7) Minimum Building Width: ___ feet.
8) Roof Pitch: ___ :12.
9) Roof Area Design Uplift Pressure:
a) Zone 1' Interior Field of Roof ____psf -

b) Zone 1 - Field of roof ___ psf
c) Zone 2 - Eaves, ridges, hips and rakes ___ psf

D. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.

E. Roof system shall have been tested in compliance with the following codes and test requirements:
   1. FM Approvals:
      a. RoofNav Website

1.5 SUBMITTALS

A. Submit under provisions of Section 01 30 00.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation instructions.

C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor retarder, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.

D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.

E. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio-based materials.

F. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

G. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.

H. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Manufacturer's Field Supervision: A representative of the roof system manufacturer must be present (insert days here) days per week during the roof system installation.

F. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to commencing Work of this section.

B. Review installation procedures and coordination required with related Work.

C. Inspect and make notes of job conditions prior to installation:
1. Record minutes of the conference and provide copies to all parties present.
2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.

D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
   1. Warranty Period:
      a. 30 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

B. Substitutions: Not permitted.

C. The Products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose in the bid the manufacturer and the products that they intend to use on the Project. If no manufacturer and products are listed, the bid may be accepted only with the use of products specified.
   1. Bidder will not be allowed to change materials after the bid opening date.
   2. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval prior to acceptance.
   3. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:
      a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
      b. Will provide the same guarantee for substitution as for the product and method specified.
      c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
      d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
      e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
      f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
   4. Architect/ Owner reserves the right to act as the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that have met ALL specified requirement criteria.
   5. Failure to submit substitution package, or any portion thereof requested, will result in immediate disqualification and consideration for that particular contractor's request for manufacturer substitution.

2.2 COLD APPLIED 2-PLY ROOF SYSTEM - STRESSPLY, OPTIMAX, OR VERSIPLY

A. Base Sheet at deck level:
   1. Wood decks:
      a. Nailable Base Sheet: One ply fastened to the deck per wind uplift calculations.
   2. Metal decks:
      a. None.
   3. Concrete decks:
      a. Adhered vapor barrier: One ply fully adhered to deck in specified adhesive.

B. Base (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

D. Interply Adhesive: (1 and 2)

E. Flashing Base Ply: One ply bonded to the prepared substrate with Interply Adhesive:

F. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with Interply Adhesive:

G. Flashing Ply Adhesive:

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.

C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. General: Clean surfaces thoroughly prior to installation.
   1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
   2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
   3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
   4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
   5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
   6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
   7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.

B. Metal Deck: Metal deck shall be installed as specified in Section
   1. Fastening of the deck should comply with the anticipated live and dead loads

pertaining to the building as well as applicable Code.

2. Steel decks shall be minimum 22-gauge factory galvanized or zinc alloy coated for protection against corrosion.
3. Suitable insulation shall be mechanically attached as recommended by the insulation manufacturer.
4. Decks shall comply with the gauge and span requirements in the current Factory Mutual FM Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
5. When re-roofing over steel decks, surface corrosion shall be removed, and repairs to severely corroded areas made. Loose or inadequately secured decking shall be fastened, and irreparable or otherwise defective decking shall be replaced.

C. Wood Deck:
1. Dimensional wood deck shall be minimum 1 inch (25 mm) thick, knotholes and cracks larger than 1/4 inch shall be covered with sheet metal. All boards shall be appropriately nailed and have adequate end bearing to the centers of beams/rafters. Lumber shall be kiln dried.
2. Plywood shall be a minimum 15/32 inch (11.9 mm) thick and conform to the standards and installation requirements of the American Plywood Association (APA).
3. **Install an approved base sheet nailed appropriately for the specified roof system, with 1 inch (25 mm) diameter caps and annular nails unless otherwise required by the applicable Code or Approval agency.**
4. Insulation is to be mechanically attached in accordance with the insulation manufacturer's recommendations unless otherwise required by the applicable Code.
5. In all retrofit roof applications, it is required that deck be inspected for defects. Any defects are to be corrected per the deck manufacturer's recommendations and standards of the APA/Engineered Wood Association prior to new roof application.
6. Light metal wall ties or other structural metal exposed on top of the wood deck shall be covered with one ply of a heavy roofing sheet, such as HPR Glasbase Base Sheet, extending 2 inches to 6 inches (51 mm to 152 mm) beyond the metal in all directions. Nail in place before applying the base ply.

D. Poured reinforced concrete:
1. Shall be smooth, dry, clean, and free of ice/frost, projections, and depressions. Concrete shall be fully cured, and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.
2. Prepared concrete surfaces for roofing or insulation by priming with asphalt/concrete primer conforming to ASTM D 41. Apply at a rate of approx. 1 gallon/100 sq. ft. (.4 L/m2). All primed areas shall be fully dried before proceeding with the application of the roof system. Hold back bitumen at the joints approximately 4 inches (102 mm) to prevent bitumen drippage.
3. **Adhere one ply of sbs base sheet in cold applied adhesive to provide 100 percent adhesion to the decking. Apply as typical mod bit installation requirements allow.**

E. Re-Roofing Applications:
1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or

insulation and a base sheet prior to the application of roofing system.

6. Existing roof surfaces shall be primed as necessary with asphalt primer meeting ASTM D 41 and allowed to dry prior to installing the roofing system.

3.3 INSTALLATION - GENERAL

A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.

B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
   1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
   2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.

C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water

D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION COLD APPLIED ROOF SYSTEM

A. Base Ply: Cut base ply sheets into 18-foot lengths and allow plies to relax before installing. Install base sheet in interply adhesive applied at the rate required by the manufacturer. Shingle base sheets uniformly to achieve one ply throughout over the prepared substrate. Shingle in proper direction to shed water on each large area of roofing.
   1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
   2. Solidly bond to the substrate and adjacent ply with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
   3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Use care to eliminate air entrapment under the membrane.
   4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
   5. Extend plies 2 inches beyond top edges of cants at wall and projection bases.
   6. Install base flashing ply to all perimeter and projection details.
   7. Allow the one ply of base sheet to cure at least 30 minutes before installing the modified membrane. However, the modified membrane must be installed the same day as the base plies.

B. Modified Cap Ply(s): Cut cap ply sheets into 18-foot lengths and allow plies to relax before

installing. Install in interply adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet.
3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
4. Install subsequent rolls of modified across the roof as above with a minimum of 4-inch side laps and 8-inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
5. Extend membrane 2 inches beyond top edge of all cants in full mopping's of the cold adhesive as shown on the Drawings.

C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.

D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06 11 00.

1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
3. Nailer lengths should be spaced with a minimum 1/8-inch gap for expansion and contraction between each length or change of direction.
4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.

E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07 62 00 or Section 07 71 23. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.

F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o.c. to achieve constant compression. Provide suitable sealant at the top edge if required.

G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.

1. Seal curb, wall, and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) o.c. and sealed at top.
5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.

6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

H. Flashing Cap Ply:
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches o.c. and covered with an acceptable counter flashing.

I. Roof Walkways: Provide walkways in areas indicated on the Drawings.

3.5 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove asphalt markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes, and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent, and 90 percent completion. Provide a final inspection upon completion of the Work.
   1. Warranty shall be issued upon manufacturer's acceptance of the installation.
   2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
   3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.
   4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Base (Ply) Sheet:
   1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements according to ASTM D 5147.
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34.4 deg. C)

B. Thermoplastic/Modified Cap (Ply) Sheet:
   1. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
      a. Tensile Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
      b. Tear Strength, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
         2) (50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
      c. Elongation at Maximum Tensile, ASTM D 5147
         1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
         2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
      d. Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

C. Interply Adhesive:
   1. Rubberized, polymer modified cold process asphalt roofing bitumen V.O.C. compliant ASTM D 3019. Performance Requirements:
      a. Non-Volatile Content ASTM D 4479 78%
      b. Density ASTM D1475 9.0 lbs./gal.
      c. Viscosity Stormer ASTM D562 900-1100 grams
      d. Flash Point ASTM D 93 100 deg. F min. (37 deg. C)
      e. Slope: up to 2:12

D. Flashing Base Ply:
   1. 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a dual fiberglass reinforced scrim, performance requirements

according to ASTM D 5147.

a. Tensile Strength, ASTM D 5147
   1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
   2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39 kN/m

b. Tear Strength, ASTM D 5147
   1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
   2) 50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N

c. Elongation at Maximum Tensile, ASTM D 5147
   1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 7% XD 7%
   2) 50 mm/min. @ 23 +/- 2 deg. C MD 7% XD 7%

d. Low Temperature Flexibility, ASTM D 5147:
   1) Passes -30 deg. F (-34.4 deg. C)

E. Flashing Cap (Ply) Sheet:

1. 145 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced, rubber modified roofing membrane with fire retardant characteristics, and dual fiberglass reinforced scrim. ASTM D 6163, Type III Grade G
   a. Tensile Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in XD 225 lbf/in
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 39.0 kN/m XD 39.0 kN/m
   b. Tear Strength, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf
      2) (50 mm/min. @ 23 +/- 2 deg. C MD 1335 N XD 1335 N
   c. Elongation at Maximum Tensile, ASTM D 5147
      1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 8%
      2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 8%
   d. Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

F. Flashing Ply Adhesive:

1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
   a. Non-Volatile Content ASTM D 4479 70% min.
   b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
   c. Flash Point ASTM D 93 103 deg. F (39 deg. C)

END OF SECTION

SECTION 07600
FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Provide all labor, equipment, and materials fabricate and install the following.

1. Coping Caps.
2. Edge strip and flashing.
2. Fascia, scuppers, and trim.
3. Counterflashings over bituminous base flashing.
4. Counterflashings for roof accessories.
5. Counterflashings at roof mounted equipment and vent stacks.
6. Base flashing coverings.
7. Fascia and edge metal.
8. Gutters and down spouts.
9. Counterflashings at walls and penetrations.
10. Lead flashing for bituminous membranes.
11. Other components.

1.2 RELATED SECTIONS

A. Drawings and general provisions of the Contract apply to this Section.

B. RELATED SECTIONS

1. Division 7 Section Specifications

1.3 SUBMITTALS

A. Bidders will provide at the request of the owner post bid.

1.4 QUALITY ASSURANCE

A. Reference Standards

1. Comply with details and recommendations of SMACNA Manual for workmanship, methods of joining, anchorage, provisions for expansion, etc.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Successful contractor must obtain all components of roof system from a single manufacturer including any roll good materials if required. Any secondary products that are required which cannot be supplied by the specified manufacturer must be recommended and approved in writing by primary manufacturer prior to bidding.

D. Manufacturer shall have in place a documented, standardized method for maintaining quality control such as ISO-9001 approval.

E. The roofing manufacturers representative shall conduct all required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

F. Coping caps must meet or exceed ANSI SPRI ES-1 building code and have letter from manufacturer stating meeting or exceeding requirements.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.

C. Prevent contact with materials which may cause discoloration or staining.

1.6 JOB CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal roofing system.

B. Protection:

1. Provide protection or avoid traffic on completed roof surfaces.
2. Do not overload roof with stored materials.
3. Support no roof-mounted equipment directly on the roofing system.

C. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

1.8 WARRANTIES

A. Manufacturer's Warranty

1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D-2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.

B. Contractor's Warranty

1. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.

PART 2 PRODUCTS

2.1 APPROVED EQUIVALENT

A. Contractor must submit any product not specified a minimum ten days before the bid date to Owner in order for product to be considered for approval. The Owner will notify Contractor, in writing, of decision to accept or reject request.

2.2 MATERIALS

A. Metal system is to be comprised of minimum 24 gauge or 22 gauge Galvanized Steel, coated on both sides with an epoxy primer and on the weathering surface with a polyvinylidene fluoride or siliconized polyester baked organic coated finish. Product must meet or Exceed ANSI SPRI ES-1 Building code for wind uplift pressures.

1. Acceptable Manufacturers: To be source from the primary roofing manufacturer.

2. Materials
   a. Copings: To be contractor manufacturered metal coping system with slope built into the design. From 22 Gauge Steel.
      - Continuous cleat mounted on the exterior wall.
      - Face fastener on the enterior wall.
      - Laps: concealed splice plates.
      - Corners: mitered, pop rivets, and sealed with clear sealant.
   b. Sheet Stock:
      - Galvanized Steel, in thickness of 22 Gauge Galvanized. Minimum gauge of steel to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
      - Kynar 500
      - Colors: Owner from manufacturer's standard color chart.

2.3 RELATED MATERIALS

A. Metal Primer: Zinc chromate type.
B. Plastic Cement: ASTM D 4586
C. Sealant: Specified on drawings.
D. Lead: Meets Federal Specification QQ-L-201, Grade B, four pounds per square foot.
G. Underlayment: roofing systems base flashing ply.
H. Fasteners:
   1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
   2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.

I. Termination Bars:

1. Shall be aluminum unless otherwise recommended by membrane manufacturers.
2. Material shall be .125" x 1" (minimum) aluminum conforming to ASTM B-221, mill finish. Bar shall have caulk cup as required.

PART 3 EXECUTION

3.1 PROTECTION

A. Protect contact areas of dissimilar metals with heavy asphalt or other approved coating, specifically made to stop electrolytic action.

3.2 GENERAL

A. Install work watertight, without waves, warps, buckles, fastening stress, or distortion, allowing for expansion and contraction.
B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, Factory Mutual I-90 wind uplift specifications and/or manufacturer's recommendations whichever is of the highest standard.
C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
D. Metal fascia and copings shall be secured to wood nailers at the bottom edge with a continuous cleat. Cleats shall be at least one gauge heavier than the metal it secures.

3.3 INSPECTION

A. Verify roof openings, curbs, pipes, sleeves, ducts, or vents through roof are solidly set, cant strips and reglets are in place, and nailing strips located.
B. Verify membrane termination and base flashings are in place, sealed, & secure.
C. Beginning of installation means acceptance of existing conditions.
D. Field measure site conditions prior to fabricating work.

3.4 SHOP FABRICATED SHEET METAL

A. Installing Contractor shall be responsible for determining if the sheet metal systems are in general conformance with roof manufacturer's recommendations.
B. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
C. Hem exposed edges.
D. Angle bottom edges of exposed vertical surfaces to form drip.
E. All corners for sheet metal shall be lapped with adjoining pieces fastened and set in sealant.
F. Joints for gravel stop fascia system, cap flashing, and surface-mount counterflashing shall be formed with a 1/4" opening between sections. The opening shall be covered by a cover plate or backed by an internal drainage plate formed to the profile of fascia piece. The cover plate shall be embedded in mastic, fastened through the opening between the sections and loose locked to the drip edges.
G. Install sheet metal to comply with Architectural Sheet Metal manual, Sheet Metal

and Air Conditioning Contractor's National Associations, Inc.

3.5 FLASHING MEMBRANE INSTALLATION

A. RAISED METAL EDGE DETAIL

1. See details for scuppers. For manufactured edge metal, scuppers shall be factory fabricated.
2. Accessories: Joint covers, corners, supports, strip flashing at joining, fastenings and other accessories shall be included.
3. Install continuous cleat fasten 6" O.C. Fasten flange to wood nailer every 6" staggered.
4. Install new metal edge hooked to continuous cleat.
5. Prime metal edge at a rate of 100 square feet per gallon and allow to dry.

B. SURFACE MOUNTED COUNTERFLASHING

1. Counter flashing shall be provided with watertight accessories such as miters, transitions, end caps, etc. and finished to match.
2. Accessories: Joint covers, corners, fasteners, strip flashing at joinings, fastening, and other accessories shall be included.
3. Apply butyl tape to wall behind flashing. Secure termination bar through flashing butyl tape and into wall.
4. Secure counterflashing with expansion fasteners and caulk opening.

C. CURB DETAIL/AIR HANDLING STATION

1. Counterflashing shall be provided with watertight accessories such as miters, transitions, end caps, etc. and finished to match.
2. Accessories: Joint covers, corners, fasteners, strip flashing at joinings, fastening, and other accessories shall be included.
3. Install pre-manufactured expansion joint cover. Fasten sides 8" O.C. with fasteners and neoprene washers.
4. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

D. PLUMBING STACK

1. Prime flange and sleeve at a rate of 100 square feet per gallon and allow to dry.
2. Install properly sized sleeves in a 1/4" bed of elastomeric sealant.
3. Turn sleeve a minimum of 1" down inside of stack.
4. Caulk intersection of the membrane and flange with elastomeric sealant.

END OF SECTION

SECTION 079200

JOINT SEALANTS

PART 1 – GENERAL

1.1 SUMMARY

A. This document describes the sealing of vertical joints/cracks using a one-component elastomeric joint sealant.

B. Related Sections:
   1. Section 042100 – Masonry Assemblies Unit Masonry
   2. Section 076200 – Sheet Metal Flashing and Trim

1.2 SYSTEM DESCRIPTION

A. Design Requirements:
   1. Design number of joints and joint widths for maximum of ± 25% movement.
   2. Design depth of sealant to be ½ width of joint.
      a. Maximum Depth: ½ in.
      b. Minimum Depth: ¼ in.
      c. Maximum Recommended Width: 1 in.

B. Performance Requirements: ASTM C 920, Type S, Grade NS, Use T2, NT, M, A, G and O, Federal Specification TT-C-0230C, ASTM C 1382 for use with EIFS

1.3 DELIVERY, STORAGE AND HANDLING

A. All materials must be delivered in original packaging.

B. Materials must be kept off the ground and protected from inclement weather conditions including but not limited to rain, snow, ice, frost, and high temperatures.

1.4 SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. Samples for Verification: Manufacturer must provide a sample of each sealant to be applied.

C. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Interpretations of test results written recommendations for substrate preparation as needed to obtain proper adhesion.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of the material for this project.

B. Source Limitations: Obtain each kind of joint sealant from single source and single manufacturer.

C. Pre-installation Conference: Conduct conference at project site.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
   2. When joint substrates surfaces are damp or wet.
   3. Where joint widths are outside of the joint width parameters set by the joint sealant manufacturers recommendations.
   4. Where contaminants capable of interfering with adhesion have not yet been properly removed from joint substrates.
   5. Where joint movement will occur exceeding the sealants capabilities.

1.7 WARRANTY

A. Upon completion of installation, and acceptance by the owner and architect, the manufacturer will supply to the owner the appropriate warranty.

B. Installer will submit a two (2) year labor warranty to the sealant manufacturer directly and provide a copy directly to owner (5 Year Material Only)

PART 2 – PRODUCTS

2.1 GENERAL MATERIALS

A. Compatibility: Provide joint sealants, approved backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

C. Backing Material: Provide backing material or bond breaker tape compatible with joint sealant based on manufacturers recommendations.

2.2 SILICONE JOINT SEALANT PRODUCTS (ALL-SIL)

A. Silicone Sealant: One part, medium, modulus, non-corrosive high performance silicone sealant as recommended and furnished by the membrane manufacturer.
   1. Tensile Strength (ASTM D412): 230 psi
   2. Elongation (ASTM D412): 360%
   3. Hardness, Shore A (ASTM C920): 24

2.3 MS JOINT SEALANTS (TUFF-STUFF MS)

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.
   1. Elongation (ASTM D412): 450 - 550%
   2. Hardness, Shore A (ASTM C920): 25 - 35
   3. Shear Strength (ASTM D1002): 275 psi

2.4 POLYETHER JOINT SEALANTS (GREEN-LOCK SEALANT XL)

A. Sealant: Single component, 100% solids structural adhesive as furnished and recommended by the membrane manufacturer.

1. Elongation at Break: 750%
2. Hardness, Shore A (ASTM D-2240) at 21 days: 24 ± 3

*Note: All product testing above was performed in ideal laboratory temperature and conditions.

PART 3 – SCOPE OF WORK

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants. With installer present, ensure joint sealant manufacturer's requirements for joint configuration, installation tolerances, and other conditions proven to affect joint sealants performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
   1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant including; dust, old joint sealant, oil, grease, frost, moisture, and any other foreign contaminants that could interfere with proper adhesion.
   2. Prepare and clean porous joint substrate surfaces by mechanical abrading, grinding, brushing, or a combination of these methods to produce a virgin, sound substrate capable of developing a tenacious bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
   3. Once joint is prepared adequately wipe surface with denatured alcohol prior to sealant application.

3.2 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install approved sealant backings of kind indicated on sealant manufacturers data sheet to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
   1. Ensure sealant backing material is continuous and free of any gaps between each section.
   2. Do not stretch, twist, puncture, or tear sealant backings.
   3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry approved material.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
   1. Ensure proper backing material is used.
   2. Ensure backing material is installed at proper depth.
   3. Ensure proper size backing material is used.

E. Install masking tape to protect surfaces adjacent to recessed tooled joints.

F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
   1. Install sealant into prepared joints when joint is at the midpoint of its contraction and expansion cycle.
   2. Install sealants so they directly contact and fully wet the joint substrates.
   3. Completely fill the recesses in each joint configuration.
   4. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow sealants to utilize maximum movement capabilities.

END OF SECTION

THE GARLAND COMPANY, INC.
HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS
3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
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NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Reroof Project 2025
Addendum #1

1. Asbestos materials testing results to be provided in addendum 2.
2. At roof A5, the existing roof hatch curb and associated wood blocking is to be removed. See provided deck infill detail provided to be provided in addendum 2.
3. Insulation:
    a. Base bid: R25 two layers of 2.2" and tapered where required. Drain sumps at each drain down to the existing drain heights.
    b. Additional cost to be provided for R30 two layers of 2.6" in lieu of R25.
4. Wood blocking:
    a. All wood blocking to be treated.
    b. At parapet caps, remove one layer of wood blocking and install one new layer of solid treated wood 2x blocking the width of the wall.
    c. All wood blocking at roof edges along eaves to be replaced and new blocking heights to match the thickness of the finished roof up to the cover board. Nailers to be 2x6.
    d. On roof A1 only, 2x6 wood nailers to be installed every 8' on center going up the roof the thickness of the finished roof. These will serve as nailers for back nailing the mod bit sheets as required for roof slopes over 2/12 slope.
5. For membrane flashings taller than 24", install mechanical fasteners with insulation plates in the base sheet side laps and cap sheet side laps starting at 24" above the finished roof height, 8" on center vertically. Fasteners to be installed in the bottom sheet of the side lap and covered with the overlapping sheet. Each flashing lap of the of the flashing cap will be covered with a three course application of Silver flashing and mesh.
6. Sheet metal mock ups:
    a. For each sheet metal condition type (ie. Copings, counter flashings, , coping corner, custom fabrications, etc.) no more than one 10' max length section is to be installed prior to owner approval of the provided mock up detail. Mock up will serve for approval of both function, aesthetic appeal, and waterproofing.
7. New rooftop ladders to be provided by contractor and installed by contractor.
8. At both (2) existing steel staircases on the roof, contractor to prime the bottom tread with rust inhibitive primer and paint with two coats of safety yellow Rust-o-leum paint. No other modifications to the stairs required.
9. The new egress ballasted walkway railing to be provided by Garland and installed by the roofing contractor.
    a. The removal of the existing railing is to be coordinated with the owner / occupants to insure it is not removed when any events are occurring or scheduled to occur while the railing is removed.
    b. When the railing is removed, temporary roof flag lines and cones to be provided in the same line to serve as temporary caution line.
    c. The original railing or new railing must be in place when any events are occurring.
    d. The existing egress walkway is to be removed from the roof without damage and returned to the owner. Contractor to place neatly on a pallet in the ground and owner to remove from site.

10. Liquid applied walk path surfacing:
    a. At the areas as located on the roof drawings, install a silicone liquid applied surfacing coating to serve as a walkway coating.
    b. Coating to be safety yellow color.
    c. Embed granules into the coating and embed with coating.
    d. Coating to be applied per specifications to be provided with addendum 2.
11. Progress meeting to be held bi-monthly.
12. Addendum 2 to be issued by 4/15/25 EOB.
13. Revised Roof Drawings are attached with this addendum and replace the previous documentation.

End of Document.

PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

141 E Main St, Lexington, KY 40507



*IMAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. REFER TO DRAWINGS.

VICINITY MAP



PROJECT TEAM

ARCHITECT
integrity Architecture, PLLC
203 E. Fourth Street
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DRAWING INDEX

ARCHITECTURAL
A0 0 COVER SHEET & PROJECT NOTES
A1 2 ROOF PLAN
A1 3 ROOF DETAILS
A1 4 ROOF DETAILS
A4 1 BUILDING SECTIONS
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A4 3 SECTIONS
A4 4 SECTIONS

ABBREVIATIONS

&	And	NLT	Weight Load Dimension
@	At	NIC or N I C	Not In Contract
A/C	Air Conditioning	NO or #	Number
AB	Anchor Bolt	NOM	Nominal
ADH	Adhesive	NTS	Not to Scale
ADJ	Adjustable / Adjacent	O	
AFF	Above Finished Floor	OC	On Center
AGG	Aggregate	OD	Outside Diameter
AHU	Air Handling Unit	OD	Outside Diameter
ALUM	Aluminum	OFCI	Owner Furnished, Contractor Installed
ANCH	Anchor		
APPROX	Approximate	OFI	Owner Furnished & Installed(HVAC)
ASSY	Assembly		
AUTO	Automatic	OH	Overhead
B		OPNG	Opening
B O	Bottom Of	OPP	Opposite
BD	Board	OR	Outer Radius
BH	Bathroom	P	
BLK	Black	+/-	Plus or Minus
BLKG	Blocking	PC	Poured Concrete
BM	Beam, Bench Mark	PART	Partition
BOT or BTM	Bottom	PART BD	Particle Board
C		PASS	Passage
C/C or OC	Center to Center	PB MB	Pre-Engineered Metal Building
CAB	Cabinet	PERF	Perforated
CER	Ceramic	PERM	Permeter
CF	Cubic Feet	PERP	Perpendicular
CFI	Contractor Furnished & Installed	PF CMU	Prefaced Conc. Mas. Unit
CHAN	Channel	PH	Phase
CJP	Cast in Place	PLAM	Plastic Laminate
CJ	Control Joint	PLAS	Plaster
CLG	Ceiling	PLUMB	Plumbing
CLO	Closet	PLYWD	Plywood
CLR	Clear	POL	Polished
CMU	Concrete Masonry Unit	POLY	Polycarbonate Sheet
COL	Column	QMB	
CONC	Concrete	R	Riser
CONC	Concrete Condenser Condes Mills	PREFAB	Prefabricated
		PROJ	Project, Projected
CONST	Construction	PT	Point, Pressure Treated
CONT	Continuous	PVC	Polyvinyl Chloride
CONTR	Contractor	PVMT	Pavement
CSG	CASING	R	
CTSK	Countersink	R	Riser, Radius
CW	Cold Water, Clockwise	R or RAD	Radius
D		REINFMNT	Reinforcing Bar
DBL	Double	REF	Reference, Refer
DEP	Depressed	REFR	Refrigerator
DET	Detail	REINF	Reinforce, Reinforced, Reinforcing
DIA	Diameter	REQ	
DIM	Dimension	REQD or REQ'D	Required
DN	Down	RESIL	Resilient
DS	Downspout	RET	Retaining, Return
DWG(S)	Drawing(s)	RH	Right-Hand
E		RO	Rough Opening
(E)	Existing	S	
EA	Each	SC	Solid Core
EJ	Expansion Joint	SCHED	Schedule
EL or ELEV	Elevation	SECT	Section
ELEC	Electric, Electrical	SEP	Separate, Separation
EMERG	Emergency	SF	Square Feet, Side Face
ENCL	Enclosure	SHEATH	Sheathing
EQ	Equal	SHT	Sheet
EQUIP	Equipment	SIM	Similar
EQUIV	Equivalent	SPEC	Specifications
ESMT	Easement	SQ	Square
EXIST	Existing	SS	Stainless Steel
EXP	Expansion	STD	Standard
EXT	Exterior	STL	Steel
F		STOR	Storage
FAB	Fabricate	STRUCT	Structural
FC	Fire Code	T	
FD	Floor Drain	T	Tread, Thick
FDN	Foundation	T&G	Tounge & Groove
FFE	Finished Floor Elevation	T O	Top of
FH	Fire Hose	T O M	Top of Masonry
FIN	Finish, Finished	TDS	Turned Down Slab
FL	Floor	TEL	Telephone
FLASH	Flashing	TF	Top of Footing
FLEX	Flexible	TFE	Top of Footing Elevation
FRT	Fire Retardant Treated	THK	Thick, Thickness
FTG	Footing	THRESH	Threshold
FURR	Furring	TOC	Top of Concrete
FV	Field Verify	TOIL	Toilet
G		TOS	Top of Steel
GA	Gauge	TOW	Top of Wall
GALV	Galvanized	TPO	Thermoplastic Polyolefin
GEN	Generator	TS	Structural Steel Tubing Tack Tarp
GFI	Ground Fault Interrupt	TYP	Typical
GL	Glass, Glazing	U	
GLUE LAM	Glue Laminated	UG	Underground
GND	Ground	UL	Underwriters Laboratory
GR	Grade	UNFNSH	Unfinished
GST	Glazed Structural Tie	UNO	Unless Noted Otherwise
GYP	Gypsum	V	
H		VB	Vapor Barrier
HB	Hose Bib	VCT	Vinyl-Compposun Tile
HC	Hollow Core	VERT	Vertical
HD WD	Hardwood	VIF	Verify in Field
HDW	Header	VTR	Vent Through Roof
HDWE	Hardware	W	
HM	Hollow Metal	W	Wide
HORIZ	Horizontal	WD	Wood
HP	Horse Power	WIND	Window
HT	Height	WWF	Welded Wire Fabric
HTG	Heating	X	
HTR	Heater	X	By
HW	Hot Water, Hard White	Y	
I		YD	Yard
ICF	Insulated Concrete Form		
ID	Inside Diameter / Inside Dim		
IF	Inside Face		
IFA	Integrated Framing Assembly		
INSUL	Insulation		
INT	Interior		
INV	Invert		
IR	Inner Radius		
J			
JB	Junction Box		
JST	Joist		
JT	Joint		
K			
KBC	Kentucky Building Code		
L			
L	Angle, Long		
LAM	Laminated		
LF	Light Fixture, Linear Feet		
LH	Left Hand		
LLV	Long Leg Vertical		
LOC	Location		
LOL	Laugh Out Loud		
LT	Light		
LTWT	Lightweight		
M			
M B M	Metal Building Manufacturer		
MAS	Masonry		
MATL	Material		
MAX	Maximum		
MC	Miscellaneous Channel		
MECH	Mechanical		
MED	Medium, Medicine		
MFR	Manufacture		
MIN	Minimum, minute		
MISC	Miscellaneous		
MPE	Mechanical, Plumbing, & Electrical		
MPEF	Mechanical, Plumbing, Electrical, & Fire Protection		
MT	Mount		
MTD	Mounted		
MTG	Mounting		
MTL	Metal		
MULL	Mullion		
N			
(N)	New		
NA	Not Applicable		

DEMOLITION GENERAL NOTES

A. THE INTENT OF THE DEMOLITION NOTES IS TO PROVIDE A GENERAL OUTLINE OF EXISTING (E) ITEMS TO BE REMOVED AND/OR TURNED OVER TO THE OWNER AND TO ALLOW FOR THE NEW (N) CONSTRUCTION AS OUTLINED ELSEWHERE IN THE CONTRACT DOCUMENTS. BUT SHALL IN NO WAY RELIEVE THE CONTRACTOR OF THE FULL RESPONSIBILITY FOR EXAMINING AND VERIFYING THE FULL EXTENT OF (E) CONDITIONS PRIOR TO BIDDING THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION AND REMOVAL OF ITEMS TO ALL (E) FOR (N) CONSTRUCTION SHOWN OR NOT SHOWN ON DEMOLITION PLANS AS MAY BE REQUIRED. CONTRACTOR TO COORDINATE STORAGE OF (E) ITEMS TO BE TURNED OVER WITH OWNER.

B. INFORMATION AND DRAWINGS INCLUDED IN THESE CONTRACT DOCUMENTS PERTAINING TO THIS PROJECT HAVE BEEN OBTAINED FROM ORIGINAL DRAWINGS PROVIDED BY THE OWNER AND/OR FIELD OBSERVATIONS MADE BY THE DESIGN TEAM. THIS INFORMATION IS INTENDED TO PROVIDE THE CONTRACTOR WITH A BASIC UNDERSTANDING OF (E) CONDITIONS. ACTUAL CONDITIONS AND LINES SHOWN MAY VARY FROM THOSE INDICATED ON DRAWINGS. IF CONDITIONS VARY FROM THOSE SHOWN ON DRAWINGS, BRING TO THE ATTENTION OF OWNER'S REPRESENTATIVE BEFORE PROCEEDING.

C. ALL CONTRACTOR SHALL FIELD VERIFY (E) DIMENSIONS, ELEVATIONS AND ALL CONDITIONS RELATED TO (N) WORK.

D. CAVITY WALLS AND SPACES BEHIND EXTERIOR FINISHES OR PARTIALLY REMOVED WALLS, ROOFS, ETC. SHALL BE PROTECTED FROM DAMAGE AND FROM EXPOSURE TO WEATHER BY THE CONTRACTOR.

E. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) ITEMS TO REMAIN CAUSED BY THE DEMOLITION, WORK OR WEATHER EXPOSURE. FIRE RATED ASSEMBLIES AND STRUCTURAL SYSTEMS TO REMAIN COMPLETE AND INTACT U N O

F. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING DUE TO DEMOLITION AND/OR REMOVAL OF EQUIPMENT TO CREATE A FLUSH, SMOOTH SURFACE PROPERLY PREPARED TO RECEIVE (N) FINISHES AS SCHEDULED.

G. CONTRACTOR SHALL TOUCH-IN (N) CMU OR BRICK TO MATCH (E) ADJACENT AREAS WHERE REQUIRED IN AREAS OF DEMOLISHING OR REMOVAL. CAREFUL AND/OR RE-ROUTE OF UTILITIES AS REQUIRED FOR COMPLETE, FUNCTIONING AND FINISHED PROJECT.

H. CONTRACTOR SHALL FIELD VERIFY AND REPLACE AS REQUIRED (E) LAMPS, (E) LIGHTING FIXTURES & (E) EXIT SIGNS TO REMAIN FOR COMPLETE FUNCTIONING AND FINISHED LIGHTING SYSTEM.

I. SEE ROOF PLAN FOR (N) WORK ITEMS AND ADDITIONAL NOTES NOT SHOWN.

J. SEE PROJECT GENERAL NOTES FOR MORE INFO

K. PREPARE & SHOP ALL (E) WORK TO REMAIN AS REQUIRED.

L. SHOULD THE CONTRACTOR ENCOUNTER ANY MATERIALS DURING SELECTIVE DEMOLITION AND (N) WORK WHICH ARE SUSPECTED BY THE CONTRACTOR TO BE OF AN UNKNOWN OR QUESTIONABLE COMPOSITION WITH RESPECT TO CONTAINING CONTAMINANTS WHICH MAY BE HAZARDOUS TO HUMAN HEALTH, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF SUCH FINDINGS.

PROJECT GENERAL NOTES

1. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
2. THE TERM "FURNISH" MEANS TO SUPPLY AND DELIVER TO THE PROJECT SITE. "INSTALL" MEANS TO PLACE IN POSITION FOR SERVICE OR USE. "PROVIDE" MEANS TO FURNISH AND INSTALL.
3. NOTES INDICATED AS N.I.C. (NOT IN CONTRACT) ARE SHOWN FOR COORDINATION PURPOSES ONLY.
4. PROVIDE ADDITIONAL HEADERS AS REQUIRED TO ACCOMMODATE ELECTRICAL, HVAC AND PLUMBING PENETRATIONS.
5. CONTACT BETWEEN DISSIMILAR METALS SHALL BE SEPARATED WITH BUTYL TAPE.
6. BACKER ROD SHALL BE USED BEHIND ALL EXTERIOR SEALANT CONDITIONS (TYP.) WHERE SPECIFIC CONDITION DO NOT ALLOW BACKER ROD TO BE USED. A BOND BREAKER SHALL BE USED AT THE BACK OF THE JOINT.
7. PAINTED ACCESS PANELS SHALL BE PROVIDED AND INSTALLED WHERE REQUIRED TO MAINTAIN CONCEALED ELEC., MECH. SYSTEMS AND ACCESS POINTS WHETHER OR NOT INDICATED ON THESE DRAWINGS. LOCATIONS SHALL BE APPROVED BY ARCHITECT.
8. PAINT ALL EXPOSED GAS PIPING TO PREVENT RUST - IF PIPING IS VISIBLE, ARCHITECT TO SELECT FINISH / COLOR.
9. FLOOR FINISHING TRANSITIONS HAPPEN AT DOOR THRESHOLDS U N O
10. CONCEALED FIT WOOD BLOCKING SHALL BE PROVIDED AS REQUIRED BY MANUFACTURER OR INSTALLER OF WALL-MOUNTED EQUIPMENT OR FURNISHINGS
11. ALL WOOD BLOCKING, NAILERS AND PLYWOOD SHALL BE FIRE RETARDANT TREATED (FRT) EXCEPT AT CORNICE WHERE BLOCKING SHALL BE PRESSURE TREATED (PT).
12. ALL FRT WOOD FRAMING AND/OR BLOCKING IN CONTACT W/ CONCRETE AND/OR MASONRY SHALL ALSO BE PT.
13. SEPARATE PT WOOD FROM METALS W/ BUILDING FELT, TAPE, OR APPROVED METHOD. ANCHORS IN PT WOOD SHALL BE STAINLESS STEEL OR HOT-DIPPED GALVANIZED G-90
14. LABELLED ITEMS ARE NEW, (N) UNLESS LABELLED AS EXISTING, (E). OR U N O. (E) PORTIONS OF THE BUILDING MAY NOT BE LABELLED OR DETAILED. (E) AREAS SHOWN FOR REFERENCE ONLY.
15. IF ALTERATIONS VARY FROM THOSE SHOWN ON DRAWINGS, BRING TO THE ATTENTION OF ARCHITECT BEFORE PROCEEDING. THE DRAWINGS COMPILED FROM FIELD MEASUREMENTS AND ORIGINAL CONSTRUCTION DOCUMENTS SUPPLIED BY THE OWNER.
16. THE CONTRACTOR SHALL FIELD VERIFY (E) DIMENSIONS, ELEVATIONS AND ALL CONDITIONS RELATED TO (N) WORK.
17. (F-PAINTED SURFACES IN AREAS OF (N) WORK SHALL BE CLEANED AND PAINTED U.N.O. COLORS TO BE SELECTED BY ARCHITECT.
18. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PATCHING AND REPAIRING DUE TO DEMOLITION AND/OR REMOVAL OF ITEMS TO GREATER A FLUSH, SMOOTH SURFACE, PROPERLY PREPARED TO RECEIVE (N) FINISHES AS SCHEDULED. CONTRACTOR SHALL SCRAP IN (N) CMU OR BRICK TO MATCH (E) ADJACENT AREAS WHERE REQUIRED IN AREAS OF DEMOLISHING OR REMOVAL. CAREFUL AND/OR RE-ROUTE EXISTING UTILITIES AS REQUIRED FOR COMPLETE, FUNCTIONING AND FINISHED PROJECT. CONTRACTOR TO COORDINATE UTILITY DEACTIVATION, SWITCH OVER AND ACTIVATION WITH OWNER / ARCHITECT PRIOR TO DEMOLITION.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO (E) ITEMS TO REMAIN CAUSED BY THE DEMOLITION, WORK OR WEATHER EXPOSURE. FIRE RATED ASSEMBLIES AND STRUCTURAL SYSTEMS TO REMAIN COMPLETE AND INTACT. PATCH/REPAIR/REPLACE IN AREAS OF WORK TO PROVIDE COMPLETE FINISHED SURFACES.
20. CONTRACTOR IS RESPONSIBLE FOR PHASING / SCHEDULING OF WORK, WITH EXISTING BUILDING AND SERVICES. COORDINATE W/ OWNER & ARCHITECT PRIOR TO CONSTRUCTION.
21. THE BUILDING OWNER IS RESPONSIBLE FOR IDENTIFYING WORK PLACE HAZARDS AND HAZARDOUS MATERIALS PRIOR TO CONSTRUCTION, RENOVATION, OR DEMOLITION. INTEGRITY / ARCHITECTURE ASSUMES NO LIABILITY, EXPRESSED OR IMPLIED, AND ANY WARRANTY OR GUARANTEE, AS TO THE COMPLETENESS OF THE OWNER'S OR ITS CONSULTANT'S DUE DILIGENCE TO IDENTIFY WORK PLACE HAZARDS OR HAZARDOUS MATERIALS THAT MAY BE ENCOUNTERED DURING THE CONTRACTORS SCOPE OF WORK.
22. DETAILS SHOWN ARE TYPICAL. SIMILAR DETAILS APPLY IN SIMILAR CONDITIONS. IF CONDITIONS ARISE THAT ARE NOT COVERED BY A TYPICAL DETAIL, THE CONTRACTOR SHALL CONTACT THE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
23. PROVIDE MECHANICAL, PLUMBING, ELECTRICAL (INCLUDING EXIT SIGNS AND EMERGENCY LIGHTING) AND FIRE PROTECTION ITEMS FOR EACH ROOM/SPACE AS REQUIRED PER CODE AND OWNER REQUIREMENTS.

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PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

PROJECT ADDRESS
141 E Main St, Lexington, KY 40507

SHEET NAME
COVER SHEET & PROJECT NOTES

PROJECT NO. 2238.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A0.0

ROOF TYPES & LEGEND

ROOF TYPE TA1 - WOOD DECK
TOTAL THICKNESS: 3 INCHES
2 INCH POLYISO
1/2 INCH WOODFIBER/PERLITE
TPO/PVC

ROOF TYPE TA1.MAC - SLOPED METAL DECK
TOTAL THICKNESS: 4.75 INCHES
2 INCH POLYISO
1/2 INCH WOOD BLK
2 PLY MODIFIED BITUMEN

ROOF TYPE TA1 - SLOPED WOOD DECK
TOTAL THICKNESS: 2 INCHES
PERLITE INSULATION
BUR

ROOF TYPE TA1.AC - FLAT METAL DECK
TOTAL THICKNESS: 4 & 5 INCHES
TAPERED POLYISO INSULATION
PERLITE INSULATION
2 PLY MODIFIED BITUMEN

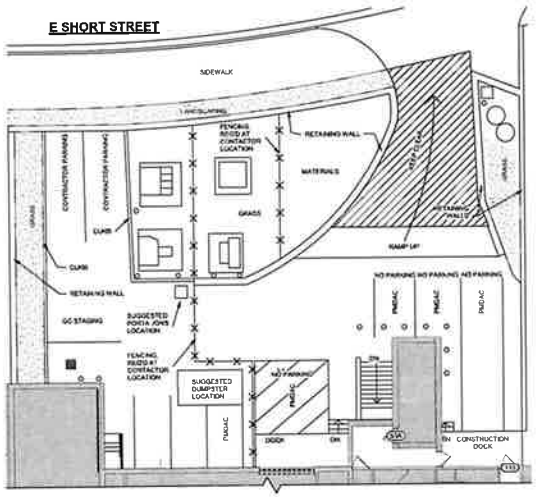
ROOF TYPE TA1.C - CONCRETE DECK
TOTAL THICKNESS: 3 INCHES
2 INCH POLYISO
1/2 INCH WOOD BLK/PERLITE
2 PLY MODIFIED BITUMEN

DS — PRE-FIN. S.M DOWNSPOUT

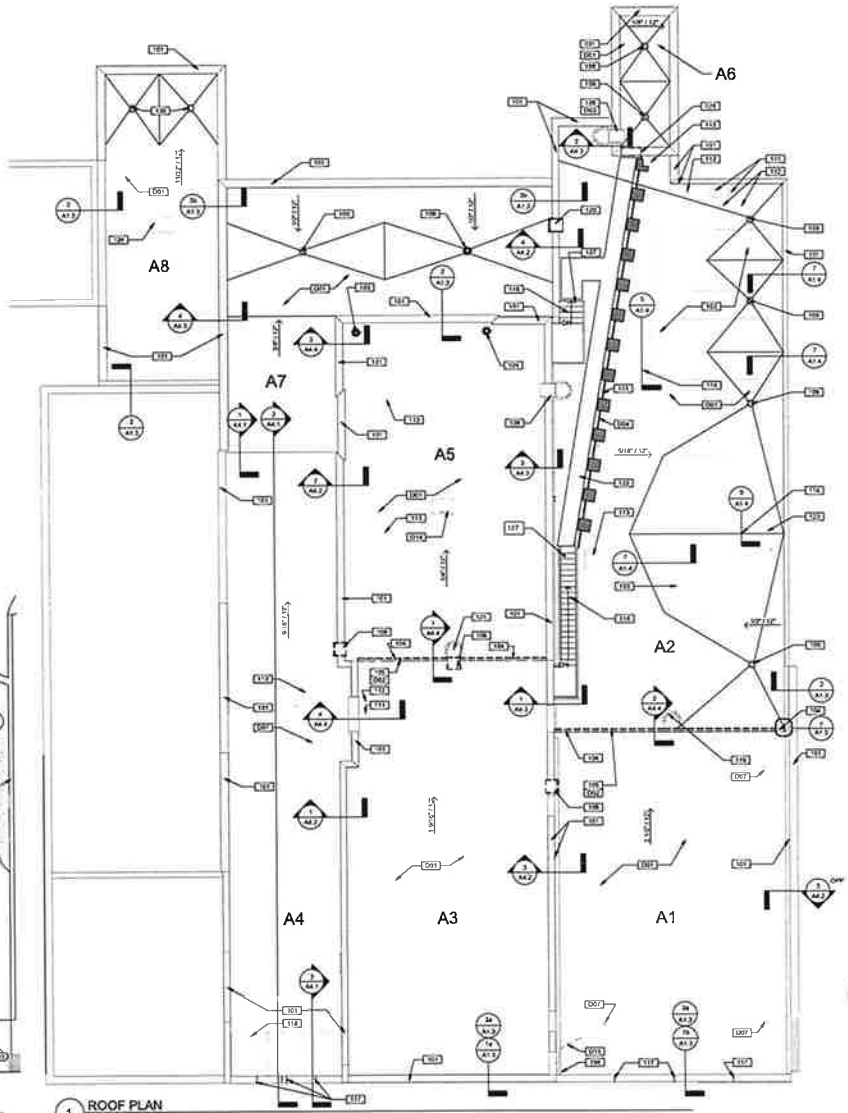
VTR — VENT THRU ROOF. SEE DETAIL 7/A1.0

RTU — ROOF TOP UNIT

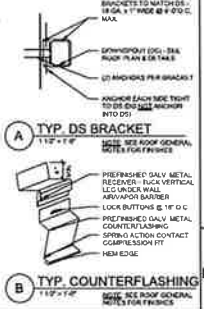
INDICATES ROOF WALKWAY PAD. REFER TO SPECIFICATIONS



2 FIRST FLOOR LEVEL STAGING PLAN
3/32" = 1'-0"



1 ROOF PLAN
1/8" = 1'-0"



A TYP. DS BRACKET
1 1/2" = 1'-0"
NOTE: SEE ROOF GENERAL NOTES FOR FINISHES

B TYP. COUNTERFLASHING
1 1/2" = 1'-0"
NOTE: SEE ROOF GENERAL NOTES FOR FINISHES

ROOF PLAN GENERAL NOTES

A. ROOFING SYSTEM SHALL INCLUDE ALL MATERIALS AND ASSEMBLIES AS REQUIRED TO ACHIEVE THE MANUFACTURER'S SPECIFIED WARRANTY FOR A WEATHERPROOF AND WATERTIGHT SYSTEM. MATERIALS AND ASSEMBLIES REQUIRED BY THE MANUFACTURER MAY INCLUDE, BUT ARE NOT LIMITED TO, MISC. FLASHING, VAPOR RETARDER, ROOF VENTING SYSTEMS, AND EXPANSION JOINT SYSTEMS
B. ROOF SLOPES SHALL CONFORM TO THE SPECIFIC SLOPES INDICATED. WHERE NO SPECIFIC SLOPES ARE INDICATED, 1/4 INCH SLOPES SHALL BE CONFIGURED TO PRODUCE THE GEOMETRY SHOWN, WITHOUT PONDING
C. GUTTERS AND DOWNSPOUTS SHALL BE CALCULATED BASED ON LOCAL RAINFALL, AND AS REQUIRED BY LOCAL CODES AND JURISDICTION
D. CONTRACTOR TO COORDINATE INSTALLATION OF ROOFING / FLASHING WITH OTHER TRADES FOR ADDITIONAL WORK REQUIRED (E.G., FLASHING OF EQUIPMENT CURBS)
E. SEE SECTIONS FOR ADDITIONAL NOTES
F. EXTERIOR SHEET METAL COPINGS, FLASHING AND TRIM SHALL BE PREFINISHED GALV SHEET METAL U.N.O.
G. REPLACE & PATCH DECK AT ALL REMAINING DECK PENETRATIONS
H. ARCHITECT TO SELECT EXTERIOR FINISHES AND COLORS. PHYSICAL SAMPLES OF EXTERIOR FINISHES SHALL BE SUBMITTED SIMULTANEOUSLY TO CONTRACTOR AND REVIEW ALL FINISHES TOGETHER U.N.O.
I. NOTE ALL PENETRATIONS, UTILITY LINES, UNITS AND EQUIPMENT MAY BE SHOWN ON ROOF PLAN. MAINTAIN MIN. 30" BETWEEN ALL ROOF PENETRATIONS AND ADJACENT EAVES, RIPS, VALLEYS AND RIDGES

ROOF PLAN KEYNOTES

101 (E) PARAPET WALL & PREFIN SHED GALV METAL COPING CAP - SEE WALL SECTIONS FOR HEIGHTS. SEE DETAILS & SECTIONS FOR COPING CAP REMOVE & RIP PLACE (E) COPING CAP
103 (E) ROOF TOP UNIT TO REMAIN. RE-FLASH AS REQ. ADD SADDLES IN BETWEEN UNITS - SEE DETAIL 2/A1.4 FOR PIPING
104 (N) PREFINISHED GALV METAL DOWNSPOUT (DS). REMOVE & RE-PLACE WHERE EXISTING - COUNTS TO FIELD VERIFY ACTUAL LOCATIONS. SEE DETAIL A/A1.7 FOR ATTACHMENT
106 REPLACE (E) GUTTER AS REQ'D - SEE DETAIL A/A1.1
108 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D AND STEP THROUGH PLATFORM. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 94HD-C LADDER BASIS OF DESIGN) - SEE 2/A4.3 FOR MORE INFO. WHERE EXISTING INSTALL IN SAME LOCATION AS (E) LADDER U.N.O.
109 (N) RETROFIT DRAINS TO BE INSTALLED AT ALL CURRENT ROOF DRAINS - SEE DETAIL 8/A1.1. EXISTING DRAIN BASKET, DRAIN CLAMPING RING, DRAIN HARDWARE TO BE REMOVED AND EXISTING DRAIN BOWL TO REMAIN
111 (E) HEAT STACK - SEE DETAIL 14A/A1.4
112 (E) PLUMBING STACK - SEE DETAIL 14A/A1.4
113 (E) EXHAUST FAN - SEE DETAILS 14A/A1.4
114 (E) PENETRATION. NOT ALL PENETRATIONS MAY BE SHOWN ON ROOF PLAN - CONFIRM TO VERIFY ALL LOCATIONS - SEE ROOF PLAN FOR DETAILS
115 4'-0" SS GUARDRAIL W/ HEIGHT SUPPORTS AS SHOWN AND AT 6'-0" MAX. O.C. (MIN.) SUPPORTS TO BALUSTER(S) BASE). TOP OF GUARDRAIL @ 42" ABOVE NOSING OR F.F.E. (MIN.) OR DESIGN MATERIALS CODE. SEE DETAIL 4/A4.4
116 (E) STAIR, RAILING, & LANDING TO REMAIN IN THIS SPACE
117 RESEAL (E) MASONRY CAP JOINTS W/ SILICONE
118 (E) ART PIECE TO REMAIN
119 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 94HD-C LADDER BASIS OF DESIGN) - SEE 2/A4.4 FOR MORE INFO. INSTALL IN SAME LOCATION AS (E) LADDER
120 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D AND STEP THROUGH PLATFORM. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 94HD LADDER BASIS OF DESIGN) - SEE 4/A4.3 FOR MORE INFO
121 (N) ALUM. OSHA COMPLIANT WALL MOUNTED LADDER WITH SAFETY CAGE AS REQ'D. PROVIDE ANCHORAGE PER MANUFACTURERS INSTRUCTIONS (ALACO 94HD-C LADDER BASIS OF DESIGN) - SEE 1/A4.4 FOR MORE INFO. INSTALL IN SAME LOCATION AS (E) LADDER
122 SAFETY YELLOW LIQUID APPLIED EGRESS PATH PER MANUFACTURER'S INSTRUCTIONS
123 SLOPED CRICKET (SHOWN DOTTED) - TAPERED POLYISO INSULATION BENEATH ROOF MEMBRANE SLOPE TO ACHIEVE TWICE THE ROOF SLOPE (OR 1/2" / 1'-0") AWAY FROM VERTICAL EDGE AND TOWARD DRAIN
124 (E) ROOF HATCH TO REMAIN. PATCH AND REPAIR PER DETAIL 5/A1.3
127 PAINT BOTTOM TREAD OF (E) STAIR "SAFETY YELLOW"
128 (E) DOOR TO REMAIN. SHOWN FOR COORDINATION PURPOSES ONLY - SEE DETAIL 9/A1.3

DEMOLITION KEYNOTES

D01 REMOVE EXISTING ROOF ASSEMBLY IN ITS ENTIRETY TO EXISTING DECK LEVEL. IN PLACE ANY EXISTING ROOFTOP EQUIPMENT INCLUDING BUT NOT LIMITED TO FANS, CURBS, HVAC UNITS, VENT THRU ROOF OR ROOF DRAIN ASSEMBLIES
D02 REMOVE EXISTING DRIP EDGE, GUTTERS, AND DOWNSPOUTS. PREP FOR NEW WORK. ALL ASSOCIATED ACCESSORIES TO BE REMOVED FOR CLEAN, PREPPED SURFACE
D03 (E) LADDER TO BE REMOVED IN ITS ENTIRETY
D04 REMOVE (E) HANDRAILS AND ASSOCIATED ACCESSORIES
D07 REMOVE (E) ROOF VENT. PATCH & REPAIR ROOF AS REQ'D
D14 REMOVE (E) ROOF HATCH & ASSEMBLY IN ITS ENTIRETY
D15 REMOVE (E) DRAIN PIPE

GENERAL SYMBOLS

SHEET KEYNOTES
BUILDING OR WALL SECTION. SEE A4.1 & A4.3
DETAIL OR ENLARGED PLAN

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PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

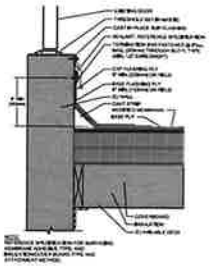
PROJECT ADDRESS
161 E Main St, Lexington, KY 40507

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ROOF PLAN

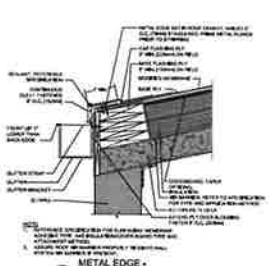
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DATE: April 16, 2025
REVISIONS

NO.	DESCRIPTION	DATE

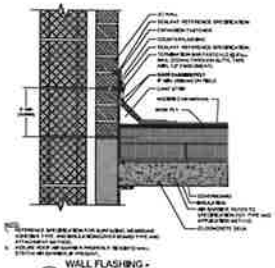
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A1.2



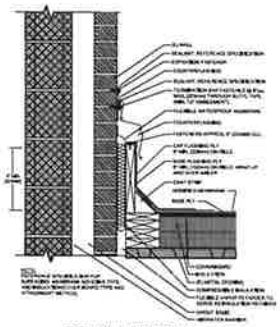
8a DOOR THRESHOLD DETAIL
SCALE: 12" = 1'-0"



5b METAL EDGE - DRIP EDGE WITH GUTTER
SCALE: 12" = 1'-0"



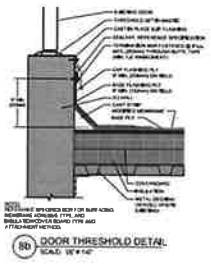
3c WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 12" = 1'-0"



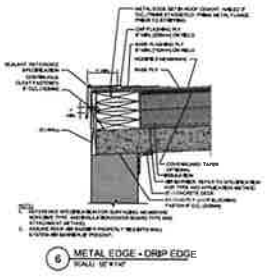
2 EXPANSION JOINT AT WALL - REGLET MOUNTED COUNTERFLASHING
SCALE: 12" = 1'-0"



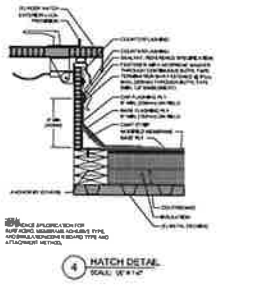
1a COPING CAP AT (E) MASONRY WALL
SCALE: 12" = 1'-0"



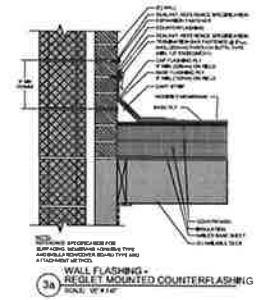
8b DOOR THRESHOLD DETAIL
SCALE: 12" = 1'-0"



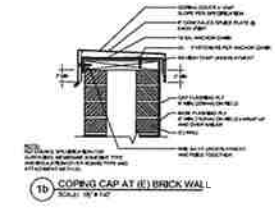
6 METAL EDGE - DRIP EDGE
SCALE: 12" = 1'-0"



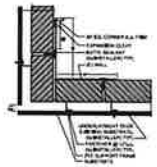
4 HATCH DETAIL
SCALE: 12" = 1'-0"



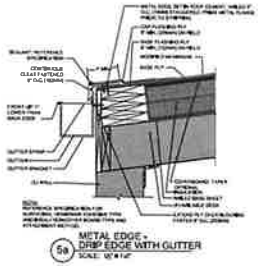
3a WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 12" = 1'-0"



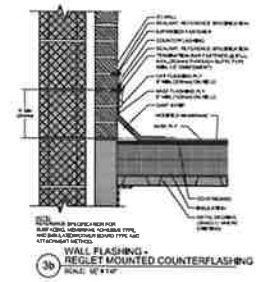
1b COPING CAP AT (E) BRICK WALL
SCALE: 12" = 1'-0"



7 90° I.S. CORNER DETAIL
SCALE: 12" = 1'-0"



5a METAL EDGE - DRIP EDGE WITH GUTTER
SCALE: 12" = 1'-0"



3b WALL FLASHING - REGLET MOUNTED COUNTERFLASHING
SCALE: 12" = 1'-0"



1c COPING CAP AT (E) CMU WALL
SCALE: 12" = 1'-0"

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PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

PROJECT ADDRESS
161 E Main St, Lexington, KY 40507

SHEET NAME
ROOF DETAILS

PROJECT NO. 2338.3
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A1.3

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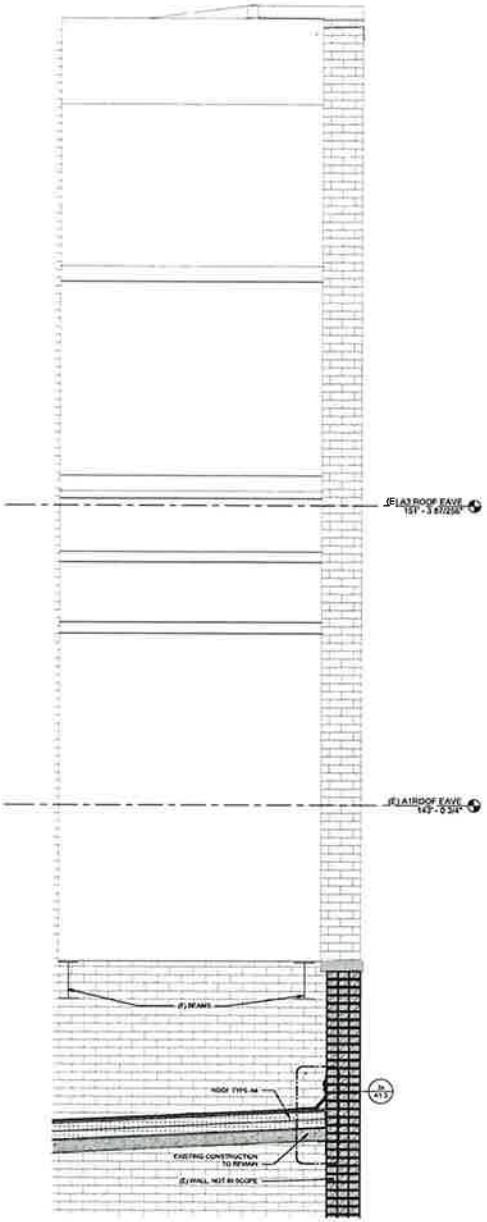
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101 North Tejon Street, CT
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SHEET NAME
ROOF DETAILS

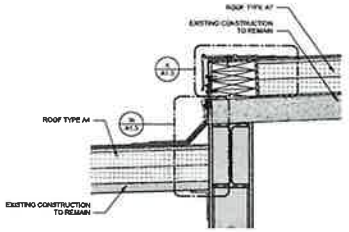
PROJECT NO. 2203.1
ISSUE DATE APR 10 2025

NO	DESCRIPTION	DATE
	REVISIONS	

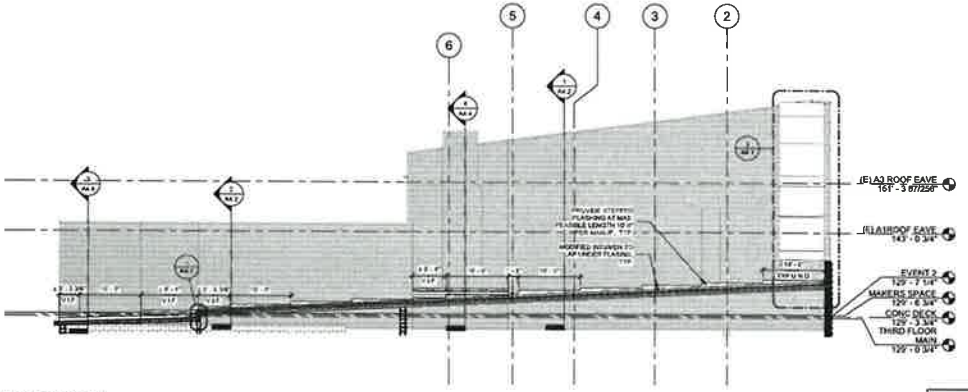
SHEET NUMBER
A1.4



3 (E) ART PIECE PARAPET



1 ROOF A4 TO A7



2 ROOF A4 EAST WALL

GENERAL SYMBOLS

SHEET KEYNOTES

BUILDING OR WALL SECTION. SEE A4.1-A4.3

DETAIL OR ENLARGED PLAN

Integrity ARCHITECTURE
203 E. Fourth Street
Lexington, KY 40508
O: 859.368.9712
W: www.integrityarch.com

© COPYRIGHT 2025

PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

PROJECT ADDRESS
141 E Main St, Lexington, KY 40507

SHEET NAME
BUILDING SECTIONS

PROJECT NO. 2238.2
DATE April 10, 2025
REVISIONS

NO	DESCRIPTION	DATE

SHEET NUMBER
A4.1

integrity ARCHITECTURE
2010 E Fourth Street
Santa Ana, CA 92705
T 714.953.1010
W www.integrityarch.com

© COPYRIGHT 2025

PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

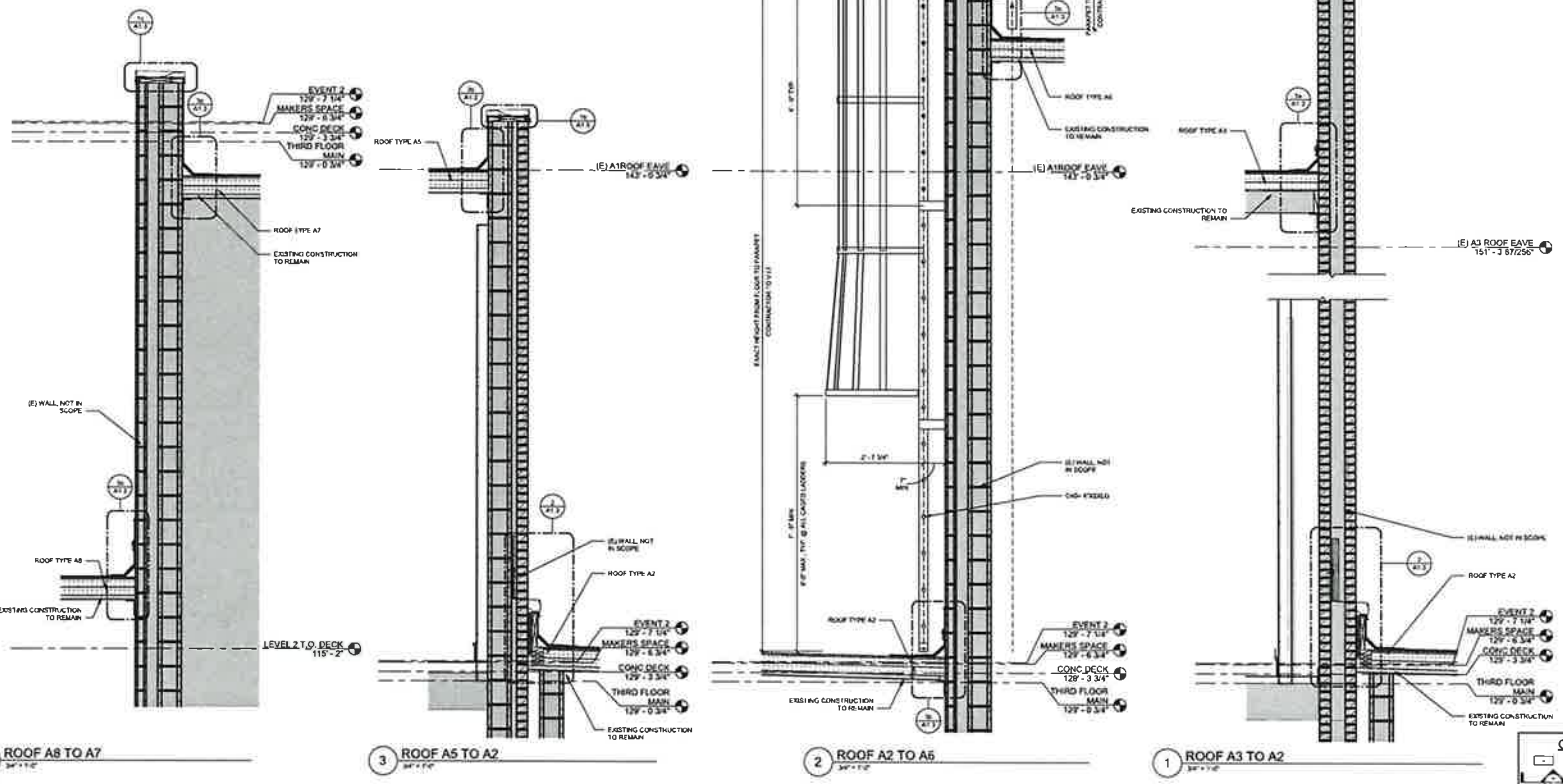
PROJECT ADDRESS
580 E Fourth St, Beaumont, CA 92223

SHEET NAME
SECTIONS

PROJECT NO: 2183

NO	DESCRIPTION	DATE

SHEET NUMBER
A4.2



4 ROOF A8 TO A7

3 ROOF A5 TO A2

2 ROOF A2 TO A5

1 ROOF A3 TO A2

GENERAL SYMBOLS

SHEET KEYNOTES

BUILDING OR WALL SECTION: SEE A4.1-A4.3

DETAIL OR ENLARGED PLAN

Integrity ARCHITECTURE
203 E. Fourth Street
Lexington, KY 40508
O 859.368.6712
W: www.integrityarch.com

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PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

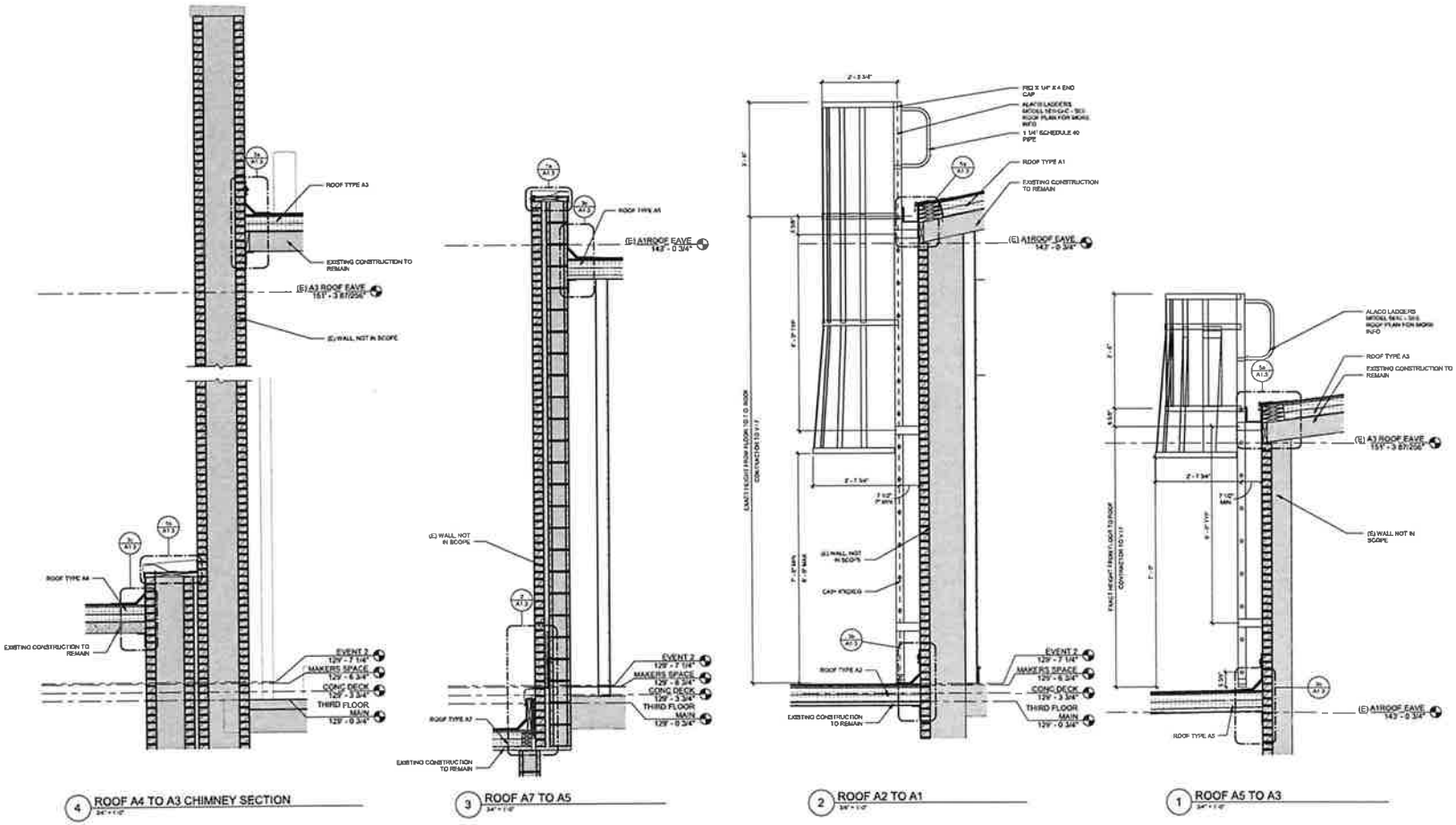
PROJECT ADDRESS
161 E. Main St, Lexington, KY 40507

SHEET NAME
SECTIONS

PROJECT NO. 2236.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A4.3



4 ROOF A4 TO A3 CHIMNEY SECTION
3/4" = 1'-0"

3 ROOF A7 TO A5
3/4" = 1'-0"

2 ROOF A2 TO A1
3/4" = 1'-0"

1 ROOF A5 TO A3
3/4" = 1'-0"

GENERAL SYMBOLS

SHEET KEYNOTES

BUILDING OR WALL SECTION. SEE A4.1-A4.3

DETAIL OR ENLARGED PLAN

Integrity ARCHITECTURE
203 E. Fourth Street
Lexington, KY 40508
O: 859.288.9702
W: www.integrityarch.com

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PROJECT NAME
PAM MILLER DOWNTOWN ARTS CENTER RE-ROOF

PROJECT ADDRESS
141 E Main St, Lexington, KY 40507

SHEET NAME
SECTIONS

PROJECT NO. 2228.2
DATE April 10, 2025
REVISIONS

NO.	DESCRIPTION	DATE

SHEET NUMBER
A4.4

THE GARLAND COMPANY, INC.
HIGH PERFORMANCE ROOFING AND BUILDING ENVELOPE SYSTEMS
3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197
PHONE: (216) 641-7500 • FAX: (216) 641-0633
NATIONWIDE: 1-800-321-9336

LFUCG – Pam Miller Arts Center
Reroof Project 2025
Addendum #2

1. No Asbestos materials were detected when tested by the owner.
2. Liquid applied walk path surfacing spec attached with this addendum:

End of Document.

SECTION 07 56 00
FLUID APPLIED ROOFING WALKWAY SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Mineral Modified Bitumen Surface Roof Restoration

1.2 REFERENCES

A. ASTM C 78 - Standard Test Method for Flexural Strength of Concrete.

B. ASTM C 92 - Standard Test Methods for Sieve Analysis and Water Content of Refractory Materials.

C. ASTM C 109 - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars.

D. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.

E. ASTM D 93 - Standard Test Methods for Flash Point by Pensky-Martens Closed Cup Tester.

F. ASTM D 562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.

G. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

H. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).

I. ASTM D 2196 - Standard Test Methods for Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield type) Viscometer.

J. ASTM D 2369 - Standard Test Method for Volatile Content of Coatings.

K. ASTM D 4212 - Standard Test Method for Viscosity by Dip-Type Viscosity Cups.

L. ASTM D 4402 - Standard Test Method for Viscosity Determination of Asphalt at Elevated Temperatures Using a Rotational Viscometer.

M. SMACNA Architectural Sheet Metal Manual.

N. National Roofing Contractors Association (NRCA) - Roofing and Waterproofing Manual.

1.3 SYSTEM DESCRIPTION

A. Mineral Modified Bitumen Surface Roof Restoration: Renovation work includes:
   1. Surface preparation: Remove dirt, and debris.
   2. Fascia Edges: Cut back edges. Prime, coat with mastic, cover with fabric.
   3. Parapets and Vertical Surfaces: Cut back and replace fabric base flashings. Prime, coat with mastic, cover with fabric.
   4. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.

5. Roof Repairs: Repair blisters, stressed or cracked membrane. Cut back, patch with primer/mastic/membrane.
6. Primer: Prime surface.
7. Partial Reinforcement: Install partial fabric reinforcement at all modified bitumen field/vertical flashing laps, side laps, end laps and details and base coat entire roof surface.
8. Coating: Apply coating over entire roof surface.

1.4 SUBMITTALS

A. Submit under provisions of Section 01 30 00 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Shop Drawings: Submit shop drawings including installation details of fluid applied roofing and flashing prior to job start.

D. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.

E. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.

F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.

B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.

C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.

D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.

E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and

physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.

F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.6 PRE-INSTALLATION CONFERENCE

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.

C. Objectives include:
1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.

B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.

C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.

D. Storage temperatures should be between 60 degrees F to 80 degrees F (15.6 degrees to 26.7 degrees C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks.

E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

B. Weather Condition Limitations: Product application must not be done when rain or other conditions such as fog or heavy dew are possible within a 24 hour period. Roof surface must be at least 6 Fahrenheit degrees or 3 Celsius degrees above the dew point and rising.

C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.

E. When applying materials with spray equipment, take precautions to prevent over spray from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
   1. Close air intakes into the building.
   2. Have a dry chemical fire extinguisher available at the jobsite.
   3. Post and enforce "No Smoking" signs.

F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.

G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.

H. Take precautions to ensure that materials do not freeze.

I. Minimum temperature for application of White-Knight Plus/ White-Stallion Plus, White-Knight Plus WC, LiquiTec and Cool-Sil coatings is 50 degrees F (10 degrees C) and rising.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: http://www.garlandco.com.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 MINERAL MODIFIED BITUMEN SURFACE ROOF RESTORATION

A. Cool Sil HB:
   1. Primer: Garla-block 2K (2 part)
   2. Surfacing/Non Skid:
      a. Cool-Sil Yellow Walkway Coating/Cool-Sil Yellow Walkway Granules.

PART 3 EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.

C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

A. General: All necessary field and flashing repairs must be done according to good construction practices, including the removal of all wet insulation and defective materials as identified through a moisture detection survey such as an infrared scan and replacement with like-materials.
   1. Remove damaged roof flashings from curbs and parapet walls down to the surface of the roof. Remove damaged existing flashings at roof drains and roof penetrations.
   2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots with like materials occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
   3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
   4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
   5. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Repair all defects such as deteriorated roof decks, saturated materials, loose or brittle membrane or membrane flashings, etc. Verify that existing conditions meet the following requirements:
   1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
   2. Application of roofing materials over a brittle, damaged or poor condition roof membrane is not permitted.

D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.

E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.

F. Confirm local water run-off ordinances and restrictions prior to cleaning roof. Clean the entire roof surface by removing all dirt, algae, mold, moss, paint, oil, talc, rust or other foreign substance. Use a bio-degradable cleaner like Simple Green Oxy Solve when necessary and warm water. Scrub heavily soiled areas with a brush. Power wash roof thoroughly with an industrial surface cleaner equipped with one piece balanced spray rotating jets for streak free close contact cleaning. Rinse with fresh water to completely remove all residuals. Allow roof to dry thoroughly before continuing.

G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects must be repaired/renovated and be made watertight. Any repairs must be with be only with materials compatible with the fluid-applied roofing restoration system.

3.3 INSTALLATION

A. General Installation Requirements:
   1. Install in accordance with manufacturer's current Application and Installation Guidelines and the NRCA Roofing and Waterproofing Manual.
   2. Adequate coating thickness is essential to performance. If the applicator is unfamiliar in gauging application rates, we suggest that a controllable area be measured and the specified material be applied. In all cases, all minimum specified material must be applied and proper minimum dry film thicknesses must be achieved. Care must be taken to ensure that all areas completed including all flashings, roof penetrations, etc. are coated sufficiently to ensure a watertight seal.
   3. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
   4. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
   5. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore adjacent work damaged by installation of the roofing system.
   6. All primers must be top coated within 24 hours after application, preferably immediately after drying. Clean and re-prime if more time passes after priming.
   7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
   8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.

B. Mineral Modified Bitumen Surface Roof Restoration: Renovation work includes:
   1. Primer: Prime roof surfaces at a rate of 0.5 gallons per 100 SF.
   2. Surfacing/Non Skid
      a. Cool-Sil Yellow Walkway Coating. Apply over cured, clean and dry base coat
         1) Apply at 1.0 gallons per 100 SF over Cool-Sil coating.
         2) Broadcast dry granules at 30 lbs./sq. into wet coating and immediately back-roll to set.

3.4 CLEANING

A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.

B. Remove coating markings from finished surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.5 PROTECTION

A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.

B. Protect exposed surfaces of finished walls with tarps to prevent damage.

C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.

D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.

E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.6 FIELD QUALITY CONTROL

A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system.

B. Perform field inspection and [and testing] as required under provisions of Section 01 41 26 - Permit Requirements.

C. Correct defects or irregularities discovered during field inspection.

3.7 FINAL INSPECTION

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, roofing system manufacturer's representative and others directly concerned with performance of roofing system.

B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.

C. If core cuts verify the presence of damp or wet materials, the installer shall be required to replace the damaged areas at his own expense.

D. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

E. Notify Architect upon completion of corrections.

F. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.8 SCHEDULES

A. Primers:
   1. Garla – Block 2K Primer (2 part)
      a. Solids by Weight
         1) (ASTM D 3960) 38% (blended)
      b. Viscosity
         1) 77°F (25°C), Brookfield RVT, #3 Spindle; 100 rpm (ASTM D 2196)
         2) 1,500-2,000 cPs
      c. Wet Film Thickness 8 mils (203.2 microns) pH 8.0
      d. Coverage
         1) 0.5 gal./100 sq. ft.(0.21 l/m2) dependent on the substrate
         2) Up to 1 gal./100 sq. ft. for rougher substrates
      e. Dry Time (Touch)
         1) 70oF (21.1°C) 1-2 Hours (at 0.5 gal/100 sq. ft. (0.21 l/m2))
      f. Application Temperature 50-95°F (10-35°C)
         1) Do not apply above or below
      g. Packaging (yields 4.5 gal when mixed)
         1) Part A: 3.4 gal (3.8 l)
         2) Part B: 1.1 gal (3.8 l)
      h. Weight 8.6 lbs./gal. (1.73 kg/l)
      i. Color Applies grey and cures black

   2. Walkway Coating: Cool-Sil Yellow Walkway Coating: Single-component 100% silicone, safety yellow liquid waterproofing walking surface when used with Cool-Sil

Yellow Walkway Granules,

a. Tensile Strength: ASTM D 412, 350 psi
b. Elongation: ASTM D 412, 174%
c. Solids Content: ASTM D 2369, Typical 95%
d. VOC: < 50 g/l
e. Flash Point: ASTM D 93, 141 degrees F min. (60.6 degrees C)
f. Appearance: Safety Yellow

3. Non-Skid Surface: Cool-Sil Yellow Walkway Granules: Yellow granules designed to enhance the impact resistance of the roof surface when embedded in Cool-Sil Yellow Walkway Coating,
   a. Specific Gravity, ASTM C 128, 2.65
   b. Bulk Density: ASTM C29, 90-100 lbs./Cu. Ft.

END OF SECTION

EXHIBIT D
SPECIAL CONDITIONS

1 RISK MANAGEMENT PROVISIONS –
INSURANCE AND INDEMNIFICATION

2 WAGE SCALE (if applicable)

3 WEATHER RELATED DELAYS

1. **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.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR 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.

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INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability aggregate (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million or $2 million combined single limit
Commercial Automobile Liability occurrence (Insurance Services Office Form CA 0001)	combined single, $1 million per
Worker's Compensation	Statutory
Employer's Liability	$100,000.00
Excess/Umbrella Liability	$5 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 a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.

d. 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.

e. 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. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR 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.

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.

00357187

2. **WAGE SCALES** – not applicable.

3. **WEATHER RELATED DELAYS**

A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.

B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.

C. Time granted for weather delays shall be requested on a monthly basis.

D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatography ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using >= 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.

2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

END OF SECTION

Racine County
WISCONSIN

Purchasing Department
730 Wisconsin Avenue
Racine, WI 53403
262-636-3700
fax: 262-636-3763

ROOFING SUPPLIES AND SERVICES, WATERPROOFING, AND RELATED PRODUCTS AND SERVICES CONTRACT 2019

This Contract made and entered into this 27 day of September, 2019, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK**: CONTRACTOR shall provide ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES:
   The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # PW1925: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted September 4, 2019) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.
2. **TERM**: October 15, 2019, to October 14, 2024, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT**: ROOFING SUPPLIES AND SERVICES, WATERPROOFING AND RELATED PRODUCTS AND SERVICES in accordance with the Project Manual.
4. **PRICE**: Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION**: This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: _____
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

BY: _____
Wendy M. Christensen 9/25/19
Racine County Clerk

GARLAND/DBS Inc.

BY: _____
David M. Sokol, President

Date 9-27-19
Certified to be correct as to form
By _____
Racine County Corporation Counsel

REVIEWED BY FINANCE DIRECTOR

_____ 9/27/19
Sign Date

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

ROOFING MATERIAL AND SERVICES PROPOSAL

LFUCG
Pam Miller Downtown Art Center
141 E Main St,
Lexington, KY 40507

Date Submitted: 04/22/2025
Proposal #: 25-KY-250373
MICPA # PW1925
Kentucky General Contractor License #: NOT REQUIRED

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Roof Preparation and Tear Off Scope of work: All Roof Areas

1. Remove all existing roof membrane layers, all sheet metal trims and copings, all roof insulation layers in full to expose the structural roof decking daily.
2. Do not remove more roof area than can be covered daily with new waterproofing layers including either the base layers of roof insulation and mod. Bit. Base sheet or a temporary roof membrane applied directly to the decking to insure daily water tight conditions.
3. Insure all decking areas a cleaned smooth as required to provide a proper substrate for the new roofing system.
4. Inspect all decking areas and insure the substrate is sound for proper roofing installation.

Insulation & Base Sheet Installation per decking type:

Concrete Decks Only: (roof areas A1, A4)

1. Install a fully adhered vapor barrier (mod bit base sheet) in cold adhesive directly to the decking. No primer required. The membrane should turn up the exterior walls and curbs to create an envelop with the new membrane flashings.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with slope in structure Only: (roof areas A2, A6, A7)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Metal Decks with no slope in structure: (roof areas A5)

1. Directly to the metal decking, Install two layers of 2.2 inch poly iso insulation per specification with mechanical fasteners. Stagger all joints and board ends minimum 12 inches.
2. Install a tapered insulation plan (poly iso) to provide positive drainage to all roof drains with mechanical fasteners
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Decks with slope in structure: (roof areas A3)

1. Directly to the wood decking, Install one layer of type 2 nailable sbs base sheet with metal flange simplex nails in a shingle effect overlapping manner. Starting at the low point of the roof working towards the high side.
2. Install two layers of 2.2 inch poly iso insulation per specification in foam insulation adhesive. Stagger all joints and board ends minimum 12 inches.
3. Install one layer of ½" densdeck prime roof board in foam insulation adhesive. Stagger all joints and board ends min. 12 inches.

Wood Blocking

1. Under all existing coping and edge metal conditions:
   a. Remove one layer of wood blocking and replace with one new layer of solid 2x non-treated wood blocking.
   b. Provide this cost as an allowance based on a unit cost.
   c. If this work is not required after inspection of the existing wood blocking (if present) by Garland/owner, portions of
   this allowance will be credited to the project.

Scope of Work: All Roof Areas:

1. Install a 2 ply mod bit mineral roof system in cold adhesive per specification and Garland details.
   a. Heat weld all finished cap sheets.

2. Install one 39"x39" 4lb lead sheet metal flashing at each roof drain bowl under the clamping ring.
   a. Prime both sides with asphalt primer and round all corners with snips.
   b. Set lead in bed of aspalt mastic and press into place.
   c. Lead flashings should have a minimum of one ply under the sheet and two plied of membrane on top.

3. Install matching 2 ply mod bit mineral membrane flashings.
   a. Base flashings to be installed over the top of all parapet caps.
   b. Cap Flashings to stop at the top of the wood blocking.
   c. Install one layer of high temperature metal underlayment (self adhering) over the tops of all parapets before installing sheet metal copings.
   d. Three course all flashings laps in aluminum grade mastic and reinforcement mesh.
4. Install a continuous termination bar around all membrane flashings into all masonry substrates. Nailable substrates such as wood can receive metal washer simplex nails in lieu of termination bar.

5. Install new 22 ga sheet metal contractor fabricated flashings at all condition to cover the exposed leading edge of membrane
   flashings and termination.
   a. All masonry conditions are to receive new reglet mounted counter flashings.
   b. All mechanical curb conditions new sheet metal flashings should be skirted and installed under the curb flange.
6. Install new 22 ga sheet metal copings that are to be contractor fabricated.
   a. The copings should be ANSI-SPRI ES1 certified.

All Limestone masonry stone caps:

1. Top dress all mortar joints with a solid application of clear All-sil silicone sealant.

Ladder Replacement:

1. Remove all existing rooftop ladders and dispose.
2. Steel connections to be cut flush with the masonry wall and patched with Greenlock XL sealant and sand to match the existing mortar.
3. Install new rooftop access ladders per drawings and specifications.

Egress Walkway Guardrail:

1. Remove the existing ballasted walkway guardrail after the immediate roofing area has the new cap sheet installed.
   a. The existing guardrail must remain in place and in function during the construction project.
2. Dispose of the existing guardrail.
3. Install a new ballasted guardrail system per drawings and specifications.

Addendum #1

1. Asbestos materials testing results to be provided in addendum 2.
2. At roof A5, the existing roof hatch curb and associated wood blocking is to be removed. See provided deck infill detail provided to be provided in addendum 2.
3. Insulation:
   a. Base bid: R25 two layers of 2.2" and tapered where required. Drain sumps at each drain down to the existing drain heights.
   b. Additional cost to be provided for R30 two layers of 2.6" in lieu of R25.
4. Wood blocking:
   a. All wood blocking to be treated.
   b. At parapet caps, remove one layer of wood blocking and install one new layer of solid treated wood 2x blocking the width of the wall.
   c. All wood blocking at roof edges along eaves to be replaced and new blocking heights to match the thickness of the finished roof up to the cover board. Nailers to be 2x6.
   d. On roof A1 only, 2x6 wood nailers to be installed every 8' on center going up the roof the thickness of the finished roof. These will serve as nailers for back nailing the mod bit sheets as required for roof slopes over 2/12 slope.
5. For membrane flashings taller than 24", install mechanical fasteners with insulation plates in the base sheet side laps and cap sheet side laps starting at 24" above the finished roof height, 8" on center vertically. Fasteners to be installed in the bottom sheet of the side lap and covered with the overlapping sheet. Each flashing lap of the of the flashing cap will be covered with a three course application of Silver flashing and mesh.
6. Sheet metal mock ups:
   a. For each sheet metal condition type (ie. Copings, counter flashings, , coping corner, custom fabrications, etc.) no more than one 10' max length section is to be installed prior to owner approval of the provided mock up detail. Mock up will serve for approval of both function, aesthetic appeal, and waterproofing.
7. New rooftop ladders to be provided by contractor and installed by contractor.
8. At both (2) existing steel staircases on the roof, contractor to prime the bottom tread with rust inhibitive primer and paint with two coats of safety yellow Rust-o-leum paint. No other modifications to the stairs required.

9. The new egress ballasted walkway railing to be provided by Garland and installed by the roofing contractor.
   a. The removal of the existing railing is to be coordinated with the owner / occupants to insure it is not removed when any events are occurring or scheduled to occur while the railing is removed.
   b. When the railing is removed, temporary roof flag lines and cones to be provided in the same line to serve as temporary caution line.
   c. The original railing or new railing must be in place when any events are occurring.
   d. The existing egress walkway is to be removed from the roof without damage and returned to the owner. Contractor to place neatly on a pallet in the ground and owner to remove from site.

10. Liquid applied walk path surfacing:
    a. At the areas as located on the roof drawings, install a silicone liquid applied surfacing coating to serve as a walkway coating.
    b. Coating to be safety yellow color.
    c. Embed granules into the coating and embed with coating.
    d. Coating to be applied per specifications to be provided with addendum 2.
11. Progress meeting to be held bi-monthly.
12. Addendum 2 to be issued by 4/15/25 EOB.
13. Revised Roof Drawings are attached with this addendum and replace the previous

Addendum #2

1. No Asbestos materials were detected when tested by the owner.
2. Liquid applied walk path surfacing spec attached with this addendum:

Garland/DBS Price Based Upon Local Market Competition:

Briden Company Inc	**Start Date August 1st 2025**	**$**	**991,271**
ABR Construction	Start Date August 18th 2025	$	1,023,817
Tri-State Roofing		$	1,224,488
Swift Roofing of Etown		$	1,686,539

Possible Deduct Options:

Stressply Legacy FR Mineral Walkway Deduct Option	$	8,851
Deduct for Infill Panel	$	8,415

Proposal Price Based Upon Market Experience: With selected Deducts	**$**	**974,005**

Briden Company Inc - Unforeseen Site Conditions:

12" X 12" X 1" Wood Deck Repair	$	8.70	Per Sf
Decking Repair	$	8.70	per Sq. Ft.
Decking Replacement	$	17.40	per Sq. Ft.
Wood Blocking (Nailer) Replacement	$	4.64	Per Board Ft
Contingency held for Unforeseen conditions	$	15,000	
Amount carried for Wood Blocking at parapet caps.	$	8,885	
Additional cost for R30 insulation (2 layers of 2.6" in lieu of R25)Including all additional needed blocking to achieve R30.	$	8,625.00	

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are included.
2. Permits are excluded. If permits are required this will be addressed via change order.
3. Bonds are included.
4. Plumbing, Mechanical, Electrical work is excluded.
5. Masonry work is included to which it obtains to the scope of work.
6. Interior Temporary protection is excluded.
7. Prevailing Wages are excluded.
8. Any work not exclusively described in the above proposal scope of work is excluded.
9. Deducts are only applicable to Briden Company Inc.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Nathan Parker

Nathan Parker
Garland/DBS, Inc.
(216) 302-3791

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/25/2024

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 Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105 **E-MAIL ADDRESS:**
INSURED Garland/DBS, Inc. 3800 E. 91st Street Cleveland OH 44105 USA	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins. Co. of Hartford	20478
INSURER B:	The Continental Insurance Company	35289
INSURER C:	Starr Indemnity & Liability Company	38318
INSURER D:	Starr Specialty Insurance Company	16109
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570109129849 **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. Limits shown are as requested

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			GL7094453776	11/01/2024	11/01/2025	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			1000692555 241	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
B	UMBRELLA LIAB X OCCUR			CUE7094453793	11/01/2024	11/01/2025	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE			SIR applies per policy terms & conditions			AGGREGATE	$5,000,000
	DED X RETENTION							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1000005545 Workers Comp AOS	11/01/2024	11/01/2025	X PER STATUTE OTH-ER	
D	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A			1000005548 Workers Comp - WI	11/01/2024	11/01/2025	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

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

Lexington-Fayette Urban County Government is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

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

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570109129849

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AGENCY CUSTOMER ID: 570000087155
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER: See Certificate Number: 570109129849	
CARRIER: See Certificate Number: 570109129849 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
D		N/A		1000005546 WC-AZ,CT,IA,NC,NJ,NY,TX	11/01/2024	11/01/2025		
D		N/A		1000005547 Workers Comp - FL, MA	11/01/2024	11/01/2025		

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STARR
SPECIALTY
A MEMBER OF STARR COMPANIES

Dallas, TX 1-866-519-2522

Policy Number: 100 0005545 **Effective Date:** 11/01/2024
The Insured: Garland Industries, Inc.

ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL EXTENDED BY US

This endorsement modifies insurance provided under the following:

Workers Compensation and Employers Liability Policy

PART SIX • CONDITIONS, D. – Cancellation, 2. is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days
Non-Renewal: 90 Days

All other terms and conditions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLY NOTICE OF CANCELLATION PROVIDED BY US AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART

It is hereby agreed that except with respect to fraud, material misrepresentation, or a material change in the nature or extent of the risk insured against, the number of days required for notice of cancellation, as provided in **COMMON POLICY CONDITIONS**, **A. Cancellation**, sub-paragraph **2.**, or as amended by an applicable state cancellation endorsement is increased to the number of days shown below:

a. (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. (60)* days before the effective date of cancellation if we cancel for any other reason.

*** The notice period provided shall not be less than that required by applicable state law.**

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION) AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

A. It is hereby agree that **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Business Auto Coverage Form, and **SECTION V – MOTOR CARRIER CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Motor Carrier Coverage Form are deleted in their entirety and replaced with the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

B. It is hereby agreed that **SECTION IV – CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us** of the Auto Dealers Coverage Form is deleted in its entirety and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

This condition does not apply to damages under Paragraph **C.** Locations And Operations Medical Payments Coverage of Section **II** – General Liability Coverages.

All other terms and conditions of this Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS AMENDATORY ENDORSEMENT

Policy Number: 1000692555 241 **Effective Date:** 11/01/2024

Named Insured: GARLAND INDUSTRIES, INC.

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

It is hereby agreed that **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured** of the Business Auto Coverage Form and Motor Carrier Coverage Form, and **SECTION I – COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 2. Who Is An Insured** of the Auto Dealers Coverage Form are amended to include the following:

Any person or organization whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your use of a covered "auto". However, the insurance afforded only applies to the extent permitted by law, and will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by such written contract or written agreement.

All other terms and conditions of this Policy remain unchanged.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or
2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and
2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

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1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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CNA

CNA PARAMOUNT

Earlier Notice of Cancellation Provided by the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Number of Days' Notice: 75

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **A.** of either the **CANCELLATION/NONRENEWAL** section of the **COMMMON TERMS AND CONDITIONS** or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

20020006470179384647167

Nat'l Fire Ins Co of Hartford
Insured Name: Garland/DBS, Inc.

Policy No: 7094453776
Endorsement No:
Effective Date: 11/01/2024

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 10/29/2024

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.

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 570000087155

INSURED
Garland/DBS, Inc.
3800 E. 91st Street
Cleveland OH 44105 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Endurance American Specialty Ins Co.	41718
INSURER B:	AGCS Marine Insurance Company	22837
INSURER C:	The Continental Insurance Company	35289
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570109162103 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY CAUSES OF LOSS — DEDUCTIBLES BASIC — BUILDING BROAD — CONTENTS SPECIAL EARTHQUAKE WIND FLOOD X ALL RISK-Subject to Exclusions Blkt B&PP Ded	ARL30000500806	12/05/2023	12/05/2024	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP X BLANKET BLDG & PP X Leased Rented Equip X LR Equip Per Item	 $10,000,000 $100,000 $5,000
B	X INLAND MARINE CAUSES OF LOSS NAMED PERILS	TYPE OF POLICY: Installation Floater POLICY NUMBER: MXI93088297 Installation Floater	11/01/2024	11/01/2025	X Storage Location X Deductible X Installation Site X Property in Transit	$350,000 $10,000 $1,000,000 $350,000
	CRIME TYPE OF POLICY					
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					
C	Ocean/Air Cargo - Marine	OC7300312 Marine Cargo	11/01/2024	11/01/2025	X Any one conveyance	$1,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER
Lexington-Fayette Urban
County Government
200 East Main Street
Lexington KY 40507 USA

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
Aon Risk Services Northeast, Inc.

Holder Identifier :
CERTIFICATE NUMBER: 570109162103

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AGENCY CUSTOMER ID: 570000087155
LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Garland/DBS, Inc.
POLICY NUMBER: See Certificate Number: 570109162103	
CARRIER: See Certificate Number: 570109162103 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
B	INLAND MARINE	MXI93088297 Installation Floater	11/01/2024	11/01/2025	Wind/Hail Ded	$250,000

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Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0452-25

File ID:	0452-25	**Type:**	Resolution	**Status:**	Approved
Version:	1	**Contract #:**	136-2025	**In Control:**	Urban County Council
				File Created:	04/29/2025
File Name:	Regroup Contract			**Final Action:**	05/08/2025

Title: A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Regroup, for a notification service at a cost not to exceed $24,692. [Div. of Emergency Management, Larkin]

Notes: Plz expedite - in com w/ J. Sutton
SAF in CCO copy given back to Dir. Larkin.

Sponsors:		**Enactment Date:**	05/08/2025
Attachments:	Regroup Blue Sheet Memo, Regroup Sales Agreement-LFUCG-dtd 06-02-2025, Regroup Subscription (60000 Contacts), Regroup Form W9 2025, 452-25 regroup 4912-4044-2173 v.1.doc, R-206-2025, Contract #136-2025	**Enactment Number:**	R-206-2025
Deed #:		**Hearing Date:**	
Drafter:	Dale Meade	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Urban County Council Work Session	05/06/2025	Approved and Referred to Docket	Urban County Council	05/08/2025		Pass
1	Urban County Council	05/08/2025	Received First Reading	Urban County Council	05/08/2025		
1	Urban County Council	05/08/2025	Suspended Rules for Second Reading				Pass
1	Urban County Council	05/08/2025	Approved				Pass

Text of Legislative File 0452-25

Title

A Resolution authorizing and directing the Mayor, on behalf of the Urban County Government, to execute a Contract with Regroup, for a notification service at a cost not to exceed $24,692. [Div. of Emergency Management, Larkin]

Summary

Authorization to execute the Contract with Regroup for a period of three years, at a cost not to exceed $24,692 for the first year. Regroup is a service that allows for community wide notifications in the event of emergencies. Funds are Budgeted. (L0452-25) (Larkin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: { Select Yes/No, YES Completed by Michael Sanner, 4/17/2025}

Risk Management: {Select Yes/No NO, Completed by [Official, Date]}

Fully Budgeted [select]: Yes

Account Number: 1101-505204-5291-71299

This Fiscal Year Impact: $24,692.00

Annual Impact: $24,692.00

Project: n/a

Activity: n/a

Budget Reference:

Current Balance: $55,239.88

MAYOR LINDA GORTON

LEXINGTON

ROB LARKIN
DIRECTOR
EMERGENCY MANAGEMENT

TO: Mayor Linda Gorton and Urban County Council

FROM: Robert Larkin, Director DEM

CC: Kenneth Armstrong, Commissioner of Public Safety

DATE: April 29, 2025

SUBJECT: Contract Approval - Regroup

Request: Council authorization to execute the contract and any necessary agreements with Regroup at a cost not to exceed $24,692. The term of this Agreement begins as of the Effective Date and shall continue for three (3) years. Regroup is a service that allows for community wide notifications in the event of emergencies. It will replace our current system, Everbridge, at about 1/5 of the cost. Regroup provides a way to send mass notifications for both emergencies and routine communications in multiple languages. It allows users to reach large groups of people through various channels like email, mobile devices, and PA systems. The system is designed to be easy to use, scalable, and customizable to meet the specific needs of different organizations

Why are you requesting?

Department needs this action completed because: This is a necessary service to be able to alert the community in the event of an emergency.

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

The cost for this FY is: $24,692.00

The cost for future FY is:$24,692.00 or similar cost as this is an annual contract.

Are the funds budgeted? Yes.

The funds are budgeted or a budget amendment is in process:

Account number: 1101-505204-5291-71299

File Number:0452-25

Director/Commissioner: Larkin/Armstrong

This **SUBSCRIPTION AGREEMENT,** (hereinafter referred to as the "Agreement"), is made and entered into, as of 06/02/2025 (the “Effective Date”) by and between Dais, Inc., a Delaware corporation, d/b/a Regroup, having its principal place of business at 3400 N. Central Expressway, #110-256, Richardson, Texas 75080 ("The Vendor"), and **Lexington-Fayette Urban County Government an Urban County Government** with its principal place of business located at 200 E Main St, Lexington, KY 40507, United States ("Customer").

WHEREAS, The **VENDOR** is an information and messaging service that allows Members to search for information, create information, join groups, and message those groups through Vendors cloud-based platform (“Regroup Platform”). The services offered by Vendor include any Vendor-branded URL (the “Website”), Vendor mobile services, Vendor messages (e-mail or otherwise), and any other features, content, applications and services offered from time to time on or through the Website or otherwise by Vendor, including without limitation the Regroup Platform (collectively, the “Services”); and

WHEREAS, the **CUSTOMER** desires to engage **VENDOR** to perform various services, which services may include, but shall not be limited to, systems analyses, computer programming, hardware and software installation and maintenance, consulting, technical services, training, education and/or other related services applicable to CUSTOMER's information technology needs; pursuant to the terms and conditions more fully set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, by their authorized signatures below, hereby agree to the terms and conditions more fully set forth herein.

1. DEFINITIONS

"Affiliate" means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party. "Control," for purposes of this definition, means ownership or control, directly or indirectly, of at least 50% of the voting interests (or, where restricted by law limiting ownership by foreign corporations, such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the subject entity.

"Customer Contact" means a Customer internal resource that is knowledgeable about Customer’s use of the Services and authorized by Customer to communicate with VENDOR support.

"Customer Data" means all data stored, input, processed or transmitted by Customer and its Users in the Services.

"Documentation" means the documentation provided by VENDOR relating to the Services.

"Effective Date" means the date Customer executes this Agreement.

"Services" means the hosted, on-demand, Web-based information messaging service that allows Members to search for information, create information, join groups and message those groups through Regroup's cloud-based platform ("Regroup Platform"). The services offered by Regroup include any Regroup-branded URL (the "Website"), Regroup mobile services, Regroup messages (e-mail or otherwise) and any other features, content, applications or services offered from time to time on or through the Website or otherwise by Regroup, including without limitation the Regroup Platform (collectively, the "Services"). software service offered by VENDOR, as the same may be updated, modified, enhanced and upgraded from time-to-time.

"**Initial Full Access Date**" means the date Customer is first able to access and process transactions via the fully-functional Services.

"Malicious Code" means viruses, worms, trapdoors, time bombs, spyware, "drop dead" devices, Trojan horses and other harmful or malicious code, files, scripts, agents or programs that would cause software programs to cease functioning or would damage or corrupt the Services or any other software, firmware, hardware, computer system, network, storage media or communications, or otherwise interfere with Customer's operations.

"**Agreement**" shall mean the document executed by and between VENDOR and the relevant customer, substantially in the form attached hereto.

"System Availability" means the percentage of total time, measured in minutes, during which the Services is available to Customer, excluding only Scheduled Downtime.

"Users" means Customer's and its Affiliates' employees, agents, contractors, consultants, customers or other individuals who are authorized by Customer to use the Services and/or whose information is stored on the Services.

"Product" means all work product developed or created by VENDOR during the course of providing support, implementation, consulting, training or other professional services to Customer. Product does not include any Customer Data or Customer Confidential Information (as defined below) or any other proprietary rights of Customer in any information.

"**Documentation**" means Vendor's user manuals, handbooks, and guides relating to the Services provided by Vendor to Customer either electronically or in hard copy form/end user documentation relating to the Services.

2. ACCESSING THE SERVICES

a. Provision of Access. VENDOR hereby grants CUSTOMER and its Affiliates a non-exclusive, non-transferable, non-sublicensable (except to Customer's and Customer's Affiliates' respective service providers), royalty-free, and worldwide license to access and use the Services and Documentation during the Term, solely for use by Authorized Users for the benefit of CUSTOMER and its Affiliates, in accordance with the terms and conditions herein, including, all Services set forth in any Subscription Agreement ("**Agreement**"), which, upon mutual execution by the parties, will be incorporated by reference into this Agreement. VENDOR shall provide to CUSTOMER and its Affiliates the necessary usernames, passwords, network links and/or connections to allow CUSTOMER and its Affiliates to access the Services within twenty-four (72)

hours following the Effective Date. Unless otherwise specified in the applicable Subscription Agreement, CUSTOMER and its Affiliates shall be permitted to allow the agreed upon number of Authorized Users to concurrently use and access the Services.

b. Use Restrictions. CUSTOMER shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. CUSTOMER shall not at any time, and shall not permit any Authorized Users to: (i) modify or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, duplicate, or otherwise make available the Services or Documentation (except to subsidiaries of Customer); (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise knowingly attempt to derive or gain access to any software component of the Services, in whole or in part; or (iv) knowingly remove any proprietary notices from the Services or Documentation.

3. SUPPORT

Vendor at no additional cost or fee to Customer, provide the maintenance and support services described in this Section. During the Term, Vendor shall (i) provide Customer with such assistance as reasonably necessary to cause the Services being offered to Customer by Vendor hereunder to perform in accordance with the requirements and specifications set forth in this Agreement, any applicable Order Form, and Documentation, and (ii) promptly correct, revise, or replace any nonconforming Services or portion thereof. Vendor shall use its best efforts to be responsive to Customer's maintenance and support needs and requirements.

4. FEES AND PAYMENT

a. Fees. All payment obligations are noncancelable and all amounts paid are nonrefundable. Customer shall pay the fees set forth in each Subscription Agreement, whether or not the Service is actively used. You must provide Vendor payment in advance as a condition to implementation beginning. Customer shall pay Vendor in advance for all services and professional services undisputed fee(s) as set forth in each Subscription Agreement for the Services provided as mutually agreed by the parties, which shall be payable to Vendor within twenty-one (21) days of Customer's receipt of the applicable invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month. If agreed by Customer under a Subscription Agreement, Customer will reimburse Vendor's reasonable expenses no later than twenty-one (21) days after Customer's receipt of Vendor's invoice (or resolution of any disputed fees, as applicable), provided that such expenses are pre-approved by Customer in writing.

b. Billing and Renewal. Vendor charges and collects in advance the Fees for use of the Service from the Invoice date, and on each Subscription Agreement renewal, until cancellation. Vendor will automatically renew and issue an invoice to you each year on the subsequent anniversary for each Subscription Agreement. The Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Vendor's income.

c. Overages. Vendor reserves the right to charge any applicable overage Fees if you exceed the maximum usage allowed by your Subscription Agreement in any given month. For the next month, you may be automatically charged for such higher usage, or we may require that you upgrade your Subscription Agreement. With respect to total users, Vendor will charge for users added that are in excess of the number of total users included in any applicable Agreement. Vendor will notify you of usage overages Thirty (30) days prior to invoicing for the overage.

d. Payment Disputes. Customer may withhold from payment any and all payments of fees that Customer disputes in good faith, pending resolution of such dispute, provided that Customer (i) notifies Vendor of the dispute in writing (email sufficing) prior to the due date for payment, specifying the reason for the dispute; and (ii) works with Vendor in good faith to promptly resolve the dispute. Vendor shall not fail to perform any obligation hereunder by reason of Customer's good faith withholding of any fees in accordance with this Section 4(d), unless the dispute remains unresolved for thirty (30) days, at which time Vendor may suspend providing the Services upon written notice to Customer; provided that Vendor shall promptly resume and restore access to the Services upon resolution of the dispute.

e. Audit. You grant Vendor the right to audit your Regroup Platform and usage in order to verify your compliance with the terms of this Agreement and any Subscription Agreements.

5. TERM

a. Term. This Agreement is effective as of the Effective Date set forth above and shall continue in effect so long as this Agreement is in effect or until the three (3) year anniversary of the Effective Date, whichever occurs later (the "Term").

6. TERMINATION; SUSPENSION

a. Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

b. Termination by Vendor. If Client fails to pay any amounts due within thirty (21) days of their due date, Vendor may terminate this Agreement or suspend the Services pursuant to providing a written notice and thirty (30) days for Customer to cure any outstanding payment obligations under this agreement or any Subscription Agreement. Termination for nonpayment shall not relieve Client of its outstanding obligations (including payment) under this Agreement or any Subscription Agreement. If Vendor suspends access to the Service(s), Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts.

c. Suspension. Vendor may permanently or temporarily suspend or limit your usage, or otherwise refuse to permit your use of the Services without notice or liability, if in our sole determination, you violate the terms set forth in this agreement or any Subscription Agreement, represent a threat to, or actual breach of our network security; or in cases of emergency or to prevent violations of any legal, regulatory, or governmental prohibition to Vendor or others. In the event of permanently or temporarily suspension, the Vendor shall send written notification (Via email or Regroup Platform) prior to such suspension. Termination of this agreement or Subscription Agreement, any license, or your access to the Services, shall not limit us from pursuing other remedies available to us against you, including, but not limited to, injunctive relief.

7. CONFIDENTIALITY

a. As used herein, **"Confidential Information"** means all non-public information of a party (**"Disclosing Party"**) disclosed to the other party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation and without requirement of designation as confidential, the terms and conditions of this Agreement (including pricing and other terms reflected in Agreement(s) hereunder), the Customer Data, customer and vendor lists, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

b. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of this Agreement, except with Disclosing Party's prior written consent. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any actual or reasonably suspected breach of confidentiality of Disclosing Party's Confidential Information.

8. LIMITED LICENSE; OWNERSHIP OF SERVICES; RESTRICTIONS

a. Regroup Platform. VENDOR hereby grants CUSTOMER and its Affiliates a non-exclusive, non-transferable, non-sublicensable (except to Customer's and Customer's Affiliates' respective service providers), access and use the Services and the proprietary documentation generally made available by Vendor to Customer on or through the Services ("Documentation") during the Term, solely for the benefit of

CUSTOMER and its Affiliates, in accordance with the terms and conditions herein, including, all Services set forth in any Subscription Agreement ("**Agreement**"), which, upon mutual execution by the parties, will be incorporated by reference into this Agreement.

b. Ownership. As between Customer and Vendor, The Vendor owns all rights and interest to any and all patents, copyrights, moral rights, trade secrets, trademarks, service marks, publicity rights and other proprietary rights (whether or not perfected or perfectible and whether or not now known or hereafter discovered) ("Intellectual Property Rights") in and to the Services. Nothing in these agreement or Agreement or terms of use grants Customer any rights whatsoever in or relating to source code. All ownership rights, title, and Intellectual Property Rights in and to the Services shall remain in Vendor and/or its licensors. Other than as expressly granted herein, Vendor does not grant Customer any other rights to the Services. Customer agree that Vendor has the right to change, modify, add to or discontinue or retire any aspect or feature of the Services at upon writen notice and acceptance by the Customer. From time to time, Vendor may, but is under no obligation to, release upgrades, fixes or new versions of the Services, although these upgrades may not be consistent across all platforms and devices. All such upgrades, fixes or new versions shall be considered part of the Services subject to the terms of this agreement or Subscription Agreements, unless we provide different terms at the time of release.

c. Restrictions. Customer agree not to, or to allow others to: (a) adapt, alter, modify, decompile, translate, make derivative works, disassemble, or reverse engineer the Services, including without limitation, the source code and any other underlying ideas or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction or where in accordance with the API terms of service); (b) copy the Services; (c) transfer, sublicense, loan, sell, lease, use for timesharing or service bureau purposes, or otherwise commercially use or exploit the Services; (d) use the Services in violation of any applicable regulation or law; (e) ship, divert, trans-ship, transfer, export or re-export any Services or any component thereof into any country or use it in any manner prohibited by any export control laws, restrictions, or regulations administered by the U.S. Commerce Department's Bureau of Export Administration, the U.S. Department of Treasury's Office of Foreign Assets Control or any other applicable government agency, (f) use or attempt to use the Services for competitive analysis or benchmarking of the Services, or to develop a competitive service or directly compete with the Services; (g) to store or transfer any tortious, illegal or infringing materials, (h) use or attempt to use the Services, or provide us with any data, in violation of any third-party rights of any kind, including without limitation any privacy, intellectual property, confidentiality or contractual rights, or (i) to transfer any viruses, worms, trojans or other items of a similarly destructive nature.

Customer shall use no less than commercially standard security measures with respect to its access and use of the Services. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, hardware,

server, software, operating system, networking, communication services, web and SERVICEs and platforms, and any platforms, networks, services and/or websites where it distributes and runs its services and applications.

Customer agree to:

a. Use the Services for lawful purposes only and in compliance with any policies posted to the Website or otherwise conveyed to you by the Vendor;

b. not use the Services in a way that prevents or inhibits another User from enjoying the Services;

c. not remove, obscure or alter any notices or indications of any Intellectual Property Rights, any trade names, trademarks, service marks, logos, trade dress, and any other distinctive or proprietary symbols, labels, designs or designations (“Branding”), or any electronic notices;

d. not interfere with, or attempt to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the Service servers.

You agree to promptly notify Regroup of any violation of this section, or otherwise of these Terms of Use.

9. USER CONTRIBUTIONS; CONTENT STANDARDS

a. The Services allow CUSTOMER and its users to send notification messages, and may also contain other interactive features (collectively, "Interactive Services") that allow CUSTOMER and its users to post, submit, publish, display, send or transmit to other users or persons (hereinafter, "post") content, materials or notifications, including without limitation emergency notifications (collectively, "User Contributions") on or through the Services. All User Contributions must comply with the content standards set out in this Agreement.

b. CUSTOMER represents and warrants that: (i) CUSTOMER owns or controls all rights in and to the User Contributions posted by CUSTOMER on or through the Services and (ii) all of CUSTOMER User Contributions do and will comply with these this Agreement. CUSTOMER understands and acknowledges that it is responsible for any User Contributions it submits or contributes, and CUSTOMER, not VENDOR, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. VENDOR is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by CUSTOMER or any other user of the Services.

c. VENDOR has the right to:

    a. Remove or refuse to post any User Contribution that violate the Content Standards in this Section 9.

b. Take any action with respect to any User Contribution that VENDOR deems necessary or appropriate if VENDOR believes that such User Contribution infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Services or the public or could create third party liability for VENDOR.

c. Disclose CUSTOMER's identity or other non-confidential information about CUSTOMER to any third party who claims that material posted by CUSTOMER violates their rights, including their intellectual property rights or their right to privacy.

d. Take appropriate legal action, including without limitation referral to law enforcement, for any illegal or unauthorized use of the Services.

Without limiting the foregoing and subject to the confidentiality obligations of this Agreement, VENDOR has the right to fully cooperate with any law enforcement authorities or court order requesting or directing VENDOR to disclose the identity or other information of anyone posting any materials on or through the Services. UNLESS SUCH ACTIONS WOULD CONSTITUTE A BREACH OF THIS AGREEMENT, CUSTOMER WAIVES AND HOLDS HARMLESS VENDOR AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES OR ANY OTHER THIRD PARTY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

VENDOR does not undertake to review any User Contribution before it is posted on the Services, and cannot ensure prompt removal of any objectionable User Contribution after it has been posted. Accordingly, VENDOR assumes no liability for any action or inaction regarding transmissions, communications or content of any User Contribution provided by any user, including but not limited to CUSTOMER, or third party. VENDOR has no liability or responsibility to CUSTOMER or any third party for performance or nonperformance of the activities set forth in this section.

d. The following content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

a. Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

b. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

c. infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.

d. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement.

e. Be likely to deceive any person.

f. Promote any illegal activity, or advocate, promote or assist any unlawful act.

g. Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.

h. Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

i. Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.

j. Give the impression that they emanate from or are endorsed by VENDOR or any other person or entity, if this is not the case.

k. Solicit personal information from anyone under 18.

l. Publicly post information that poses or creates a privacy or security risk to any person.

m. Involve the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, instant messaging, or “spamming.”

n. Contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).

o. Solicit passwords or personal identifying information for commercial or unlawful purposes from other Users.

p. Include a photograph or video of another person that CUSTOMER or its users have posted without that person’s consent.
    i.

e. If you believe that any User Contributions violate CUSTOMER’s copyright, please send VENDOR a notice of the copyright infringement. It is the policy of VENDOR to terminate the User accounts of repeat infringers.

f. The information presented on or through the Service by third parties is made available solely for general information purposes. VENDOR does not warrant the accuracy, completeness or usefulness of this third-party information. Any reliance CUSTOMER place on such information is strictly at CUSTOMER’s own risk. VENDOR disclaims all liability and responsibility arising from any reliance placed on such third-party materials by CUSTOMER or any other visitor to the Services, or by anyone who may be informed of any of its contents.

g. The Services may include User Contributions. All statements and/or opinions expressed in these User Contributions, and all articles and responses to questions and other content, other than the content provided by VENDOR, are solely the opinions and the responsibility of the person or entity providing those User Contributions. The User Contributions do not necessarily reflect the opinion

of VENDOR. VENDOR is not responsible, or liable to CUSTOMER or any third party, for the content or accuracy of any User Contributions provided by any third parties.

h. CUSTOMER is solely responsible for its interactions with other users, including without limitation any User Contributions provided by CUSTOMER. VENDOR reserves the right, but has no obligation, to become involved in any way with disputes between CUSTOMER and other Users.

10. PRIVACY

All information we collect on the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

11. DISCLAIMERS OF WARRANTIES

The customer understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REGROUP NOR ANY PERSON ASSOCIATED WITH REGROUP MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER REGROUP NOR ANYONE ASSOCIATED WITH REGROUP REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REGROUP HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL REGROUP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS OR SUPPLIERS BE LIABLE (I) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM YOUR USE, MISUSE OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST DATA, LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE RESULTING FROM YOUR USE OF THE SERVICES, UNAUTHORIZED ACCESS TO OUR SERVERS, SERVER UNAVAILABILITY AND ANY PERSONAL INFORMATION STORED THEREIN, ANY DELAYS OR INTERRUPTIONS DUE TO ELECTRONIC OR MECHANICAL EQUIPMENT FAILURES, DENIAL OF SERVICE ATTACKS, DATE DATA PROCESSING FAILURES, TELECOMMUNICATIONS OR INTERNET PROBLEMS OR UTILITY FAILURES, HOWEVER CAUSED UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED, TO CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE AND WHETHER OR NOT REGROUP WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR (II) FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SERVICES OR DESTRUCTIVE PROPERTIES OF THE SERVICE. IN NO EVENT SHALL REGROUP'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE EXCEED THE TOTAL SUM OF MONIES PAID FROM YOU TO US AS CONSIDERATION FOR USE OF THE SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

13. DISPUTES

a. Governing Law; Waiver. This agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its conflict of law provisions. Each of the parties agree to submit to the exclusive jurisdiction of a court of competent jurisdiction in Fayette County, Kentucky to resolve any dispute arising out of these Terms of Use or the Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS OF USE. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THESE TERMS OF USE.

b. Arbitration.

14. INDEMNIFICATION

To the extent allowable by law, Customer hereby agrees, at your expense, to indemnify, defend and hold harmless the Vendor, its licensors, and their respective directors, officers, employees and agents from and against all demands, liabilities, losses, claims and expenses, including attorney's fees, arising out of or relating to (a) customer use of the Services or any third party platform, including without limitation the service providers from whom the vendor receive or to whom the vendor submit data or instructions at your request, including without limitation that any claim that any of the foregoing violates any third party right, (b) services, products, information, data, processing instructions or content customer submitted or used in connection with the Services, or (c) any actual or alleged negligence, willful misconduct, fraud, manipulation, or breach of this agreement, by the customer. The Vendor reserves the right, at its own expense and in its sole discretion, to participate in any defense, and to assume the exclusive defense and control of any matter otherwise subject to indemnification by the customer, and the customer shall fully cooperate with Vendor in such defense. This shall not be deemed a waiver of sovereign immunity or any other third party defense available to Customer.

15. INSURANCE

Prior to the execution of this Agreement, and upon the renewal of any Subscription Agreement, Vendor shall furnish to Customer copies of insurance certificates evidencing that it maintains the following coverages or such greater coverage as required by law or regulation, with an insurance carrier or carriers having an A. M. Best rating of A- or better, or an equivalent rating by another rating agency:

a. Workers' Compensation and Occupational Disease insurance in accordance with the Workers' Compensation Act(s) of the jurisdiction wherein Services under this Agreement are to be performed.
b. Employers' Liability insurance with limits of liability of not less than $1,000,000 per accident or disease including death at any time resulting therefrom.
c. Commercial General Liability (CGL) insurance including Completed Operations Liability insurance with limits of liability of not less than $1,000,000 per occurrence. Policy should include Additional Insured endorsement CG 20 10 or CG 20 33, AND CG 20 37 or CG 20 38 (or their equivalents). Such insurance shall be renewed annually.
d. Professional Liability insurance, including contractual, covering Vendor's professional errors and omissions or negligent acts in the delivery of products and services under this agreement with a $2,000,000 annual aggregate limit.
e. Cyber Liability Insurance with limits of $2,000,000 each wrongful act and in the aggregate to cover Network and Information Security Liability, Technology Errors & Omissions/Professional Liability, and Communications and Media Liability. This insurance will be a claims-made coverage.

16. MISCELLANEOUS

a. Trade Names and Trademarks. You hereby grant Vendor a non-exclusive, royalty free license to use your trade names, logos, and trademarks in VENDOR's marketing, advertising, literature and websites solely for the purpose of promoting Vendor goods and services.

b. Non-disparagement. The parties agree that the directors, managers, owners, and authorized representatives of each party shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, false,

disparaging, or negative remarks, comments, or statements concerning the other party or its businesses, or any of its employees, officers, or directors, and its existing customers, suppliers, investors, and other associated third parties, now or in the future. This Section does not, in any way, restrict or impede either party from exercising its rights under the Agreement should litigation be necessary, exercising any protected rights to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation, or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Each party shall provide prompt written notice of any such order to the other party without undue delay but in no event more than fifteen (15) days after such compelled disclosure is requested of the anticipated disclosing party.

c. Equal Opportunity Employer. To the extent applicable, Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veteran or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disabilities. To the extent applicable, Executive Order 11246 and the employee notice requirements set forth in 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this Agreement.

d. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all Subscription Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, Subscription Agreements, and any other documents incorporated herein by reference, the following order of precedence governs, from most precedential to least precedential: (i) first, this Agreement; (ii) second, any applicable Subscription Agreement, (iii) third, any other documents incorporated herein by reference.

e. Assignment. Neither party may assign, convey, encumber or otherwise dispose of the Agreement or their respective obligations under this Agreement without the other party's prior written consent; provided, however, that either party may assign this Agreement (i) to an Affiliate, or (ii) to any successor to substantially all its business or assets by merger, reorganization, acquisition, combination, consolidation, purchase of assets or otherwise, or to any party acquiring all or substantially all the assets, business or voting securities of the business unit of the party to which this Agreement relates. Any non-permitted assignment is null and void.

Subject to the foregoing, this Agreement will be for the benefit of the parties' successors and assigns, and will be binding on the parties' assignees.

f. . Force Majeure. In no event shall either party be liable for any failure or delay in performance due to causes or circumstances beyond its reasonable control and without its fault or negligence making it impossible, illegal or which, materially affects a party's ability to perform its obligations under this Agreement and/or an Order Form (including, but not limited to: Acts of God, war, insurrection, terrorism, epidemics, pandemics, government imposed quarantines or shelter in place orders, fires, floods, natural disaster, strikes or any other labor disputes, freight embargoes) (each, a "***Force Majeure Event***"); the party so affected, upon written notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference ; provided, however, that the party subjected thereto shall pursue with reasonable diligence the avoidance or removal of such delay if reasonably feasible.

g. Costs and Expenses. Except as otherwise provided for in these Terms of Use, each party shall be responsible for and will bear all costs and expenses incurred by it in connection with the performance of its obligations under these Terms of Use.

h. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing. All notices sent to Customer, shall have a copy of such written notice sent to Customer's Legal Department at 200 E Main St, Lexington, KY 40507, United States . All notices sent to Vendor, shall have a copy of such written notice sent to Vendor's legal Department at legal@regroup.com

i. Your Comments and Concerns. If you would like to communicate with us about this agreement or the Services, please contact Regroup at:
   i. Mail:
   Regroup

   709 Noe Street

   San Francisco, CA 94114

   ii. Email:

   support@regroup.com

VENDOR PRIVACY POLICY

This Privacy Policy shall be incorporated into the Agreement between the parties. The requirements contained herein are in addition to those outlined in the Service Agreement (the "Agreement"), and any Subscription order forms attached thereto. All references to Customer in this Privacy Policy include Customer and its users.

Vendor respects Customer's privacy and is committed to protecting it through Vendor's compliance with this Privacy Policy ("Privacy Policy"). Vendor is an information messaging service that allows its users to search for information, create information, join groups and message those groups through Vendor's cloud-based platform ("Vendor's Platform"). The services offered by Vendor include any Vendor-branded URL (the "Website"), Vendor mobile services, Vendor messages (e-mail or otherwise) and any other features, content, applications or services offered from time to time on or through the Website or otherwise by Vendor, including without limitation the Vendor Platform (collectively, the "Services").

This Privacy Policy describes the types of information Vendor may collect from Customer or that Customer may provide when Customer accesses or uses the Services and Vendor's practices for collecting, using, maintaining, protecting, and disclosing that information.

This Privacy Policy applies to information Vendor collects:

- on the Website;
- through the Services;
- in email, text, and other electronic messages between Customer and the Services; and
- through mobile and desktop applications Customer downloads from the Services.

It does not apply to information collected by:

- Vendor offline or through any other means, including on any other website operated by Vendor or any third party (including Vendor's affiliates and subsidiaries); or
- any third party (including Vendor's affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on the Services.

Please read this Privacy Policy carefully to understand Vendor's policies and practices regarding Customer's information and how Vendor will treat it.

Vendor and Customer acknowledge and agree that Customer, Customer's Affiliates, and its users' use of the Services and Vendor's access to data from this use, is subject to the terms of the Agreement, include but not limited to the Agreement's confidentiality obligations.

1. Children Under the Age of 13

Vendor's Services are not intended for children under 13 years of age. No one under age 13 may provide any information to or on the Services. Vendor does not knowingly collect personal information from children under 13. If any Customer users are under 13, do not use or provide any information on the Services.

2. Information Vendor Collects About Customer and How Vendor Collects It

Vendor collects several types of information from and about users of our Services, including information:

- by which Customer may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which Customer or its users may be contacted online or offline ("personal information");
- that is about Customer but individually does not identify Customer or its users; and/or

- about Customer internet connection, the equipment Customer's use to access Vendor's Services and usage details.
- Vendor collects this information:
    - Directly from Customer when Customer or its users provide it to Vendor.
    - Automatically as Customer navigate through the Services. Information collected automatically may include usage details, IP addresses, and information collected through cookies, web beacons and other tracking technologies.
    - From third parties, for example, Vendor's business partners.
- Information Customer Provides to Vendor. The information Vendor collects on or through Vendor's Services may include:
    - Information that Customer provides by filling in forms on Vendor's Services. This includes information provided at the time of registering to use the Services, subscribing to the Service, posting material or requesting further services. Vendor may also ask Customer or its users for information when Customer or its users report a problem with the Services.
    - Records and copies of Customer's correspondence (including email addresses), if Customer contacts Vendor.
    - Customer's responses to surveys that Vendor might ask Customer to complete for research purposes.
    - Details of transactions Customer carries out through the Services and of the fulfillment of Customer's orders. Customer may be required to provide financial information before placing an order through the Services.
    - Customer search queries on the Services.

Customer also may provide information to be published or displayed (hereinafter, "posted") on public areas of the Services, or transmitted to other users of the Services or third parties (collectively, "User Contributions"). Customer's User Contributions are posted on and transmitted to others at Customer's own risk. Although Vendor limits access to certain pages, please be aware that no security measures are perfect or impenetrable. Additionally, Vendor cannot control the actions of other users of the Services with whom Customer may choose to share its User Contributions. Therefore, Vendor cannot and do not guarantee that Customer's User Contributions will not be viewed by unauthorized persons.

Information Vendor Collect Through Automatic Data Collection Technologies. As Customer navigates through and interacts with the Services, Vendor may use automatic data collection technologies to collect certain information about Customer's equipment, browsing actions, and patterns, including:

- Details of Customer's visits to the Services, including traffic data, location data and other communication data and the resources that Customer accesses and uses on the Services.
- Information about Customer's computer and internet connection, including Customer's IP address, operating system, and browser type.
- The information Vendor collects automatically is statistical data and does not include personal information, but Vendor may maintain it or associate it with personal information Vendor collects in other ways or receive from third parties. It helps Vendor to improve the Services and to deliver a better and more personalized service, including by enabling us to:
- Estimate Vendor's audience size and usage patterns.
- Store information about Customer's preferences, allowing Vendor to customize the Services according to Customer's individual interests.
- Speed up Customer's searches.

- Recognize Customer when you return to the Services.

The technologies Vendor uses for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. Customer may refuse to accept browser cookies by activating the appropriate setting on its browser. However, if Customer selects this setting Customer may be unable to access certain parts of the Services. Unless Customer has adjusted its browser setting so that it will refuse cookies, Vendor's system will issue cookies when Customer directs its browser to the Services.
- **Flash Cookies.** Certain features of the Services may use local stored objects (or Flash cookies) to collect and store information about Customer's preferences and navigation to, from, and on the Services. Flash cookies are not managed by the same browser settings as are used for browser cookies. For information about managing Customer's privacy and security settings for Flash cookies, see Choices About How Vendor Uses and Discloses Customer's Information.
- **Web Beacons.** Pages of the Services and Vendor's e-mails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit Vendor, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

3. How Vendor Uses Customer's Information

Vendor uses information that it collects about Customer or that Customer provide to Vendor, including any personal information:

- To present the Services and its contents to Customer.
- To provide Customer with information or Services that Customer requests from Vendor.
- To fulfill any other purpose for which Customer provides it.
- To provide Customer with notices about its account or subscription, including expiration and renewal notices.
- To carry out Vendor's obligations and enforce our rights arising from any contracts entered into between Customer and Vendor, including for billing and collection.
- To notify Customer about changes to the Services.
- For any other purpose with the written consent of Customer's authorized representative.

4. Disclosure of Customer's Information

Vendor may disclose aggregated information about our Users, and information that does not identify and is not capable of being identified with any individual, without restriction.

Vendor may disclose personal information that it collects or Customer provides:

- To Vendor's subsidiaries and affiliates that need the information in order to perform the obligations of the Agreement.
- To Vendors, service providers, and other third parties Vendor uses to support its business and who are bound by contractual obligations to keep personal information confidential and use it only for the purposes for which Vendor discloses it to them.
- To a buyer or other successor in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Vendor's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by Vendor about the Service users is among the assets transferred, provided that Customer is notified about said anticipated transfer prior to the transfer of personal information in sufficient time to request deletion of the information.
- To fulfill the purpose for which Customer provides it.

- With the written consent of Customer's authorized representative.

We may also disclose Customer's personal information:

- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce or apply the Agreement and any Subscription order forms, including for billing and collection purposes.
- If Vendor believes disclosure is necessary or appropriate to protect the rights, property, or safety of Vendor, its customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

5. Choices About How Vendor Uses and Discloses Customer Information

Vendor strives to provide Customer with choices regarding the personal information Customer provides to Vendor. Vendor has created mechanisms to provide Customer with the following control over its information:

- **Tracking Technologies and Advertising.** Customer can set its browser to refuse all or some browser cookies, or to alert it when cookies are being sent. To learn how Customer can manage its Flash cookie settings, visit the Flash player settings page on Adobe's website. If you disable or refuse cookies, please note that some parts of the Services may then be inaccessible or not function properly.
- **Promotional Offers from Vendor.** If Customer does not wish to have its email address or contact information used by Vendor to promote the Services, Customer can opt-out by sending Vendor an email stating Customer's request to inquieries@regroup.com. If Vendor has sent Customer a promotional email, Customer may select unsubscribe to be omitted from future email distributions. This opt out does not apply to information provided to Vendor as a result of a product purchase, warranty registration, product service experience or other transactions.

6. Accessing and Correcting Customer Information

- Customer can review and change its personal information by logging into the Website and visiting its account profile page.
- Customer may also send Vendor an email at the email address provided below to request access to, correct or delete any personal information that Customer has provided to Vendor. Vendor cannot delete Customer's personal information except by also deleting Customer's user account. Vendor may not accommodate a request to change information if Vendor believes the change would violate any law or legal requirement or cause the information to be incorrect.
- If Customer deletes its User Contributions from the Services, copies of its User Contributions may remain viewable in cached and archived pages, or might have been copied or stored by other Users. Proper access and use of information provided on the Website, including User Contributions, is governed by the Agreement.

7. Contact Information

To ask questions or comment about this Privacy Policy and our privacy practices, contact us at:

Mail:
Regroup
709 Noe Street
San Francisco, CA 94114
Email: support@regroup.com

Subscription Agreement

Prepared For:

Company: Lexington-Fayette Urban County Government
Name: Robert J. Larkin
Email: larkinr@lexingtonky.gov
Phone: (859) 280-8060

Prepared By:

Regroup Mass Notification
Prepared by: Owen McNish
Email: omcnish@regroup.com
Phone: (917) 746-6787

Contract Term: 1 year paid in full. **Contact Count:** 60,000 **Valid Until:** 6/30/2025

A. Product and Pricing Summary

Product	Fee Type	Price	Term (yrs)	Discount	Subtotal
Regroup Annual Subscription	Annual	$23,692.00	1	$0.00	$23,692.00
					$23,692.00
Included Subscription Features					
Database Integration	Included	$0.00	1	$0.00	$0.00
Mapping Option - Geo targeted messaging	Included	$0.00	1	$0.00	$0.00
Regroup Mobile App - Manager and End User	Included	$0.00	1	$0.00	$0.00
					$0.00
Premium Features					
IPAWS Integration	Annual	$0.00	1	$0.00	$0.00
Automated Weather Alerts	Annual	$0.00	1	$0.00	$0.00
Responsive SMS Polling	Annual	$0.00	1	$0.00	$0.00
Regroup Survey Builder	Annual	$0.00	1	$0.00	$0.00
Alertus Integration	Annual	$0.00	1	$0.00	$0.00
					$0.00
Professional Services					
Implementation Fee	One-Time	$1,000.00	1	$0.00	$1,000.00
Unlimited Support & Maintenance	Included	$0.00	1	$0.00	$0.00
Unlimited Training	Included	$0.00	1	$0.00	$0.00
					$1,000.00
				Total	**$24,692.00**

Subscription Agreement

B. Terms

1. Initial Term: The Initial Term shall be one (1) year following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: June 02, 2025
4. Invoice Date: June 02, 2025

Ba. Payment Terms

1. Lexington-Fayette Urban County Government shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement.
2. All initial and subsequent payments shall be due on Net 21 terms. Unless otherwise specified, all dollars ($) are United States currency.
3. Late payments may incur a 1.5% penalty.

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 1,800,000 total messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Lexington-Fayette Urban County Government with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.

D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Lexington-Fayette Urban County Government		Accepted by: Regroup Mass Notification	
Signature:	_____	Signature:	_____
Name:	_____	Name:	Chris Utah
Title:	_____	Title:	COO
Date:	_____	Date:	_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line

2.) **Dais Inc**

2 Business name/disregarded entity name, if different from above.

Regroup

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

HQ 3400 N Central Expy #110-256

6 City, state, and ZIP code

Richardson, TX 75080

Requester's name and address (optional)

Regroup Mailing Address: 709 Noe Street. San Francisco CA 94114

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	4	6	7	8	6	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of Elizabeth Bergstrand Date **01/03/2025**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a). J—

A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO. ____-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH REGROUP, FOR A NOTIFICATION SERVICE AT A COST NOT TO EXCEED $24,692.00.

_____
_

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 Contract, which is attached hereto and incorporated herein by reference, with Regroup for a notification service.

Section 2 - That an amount, not to exceed the sum of $24,692.00, be and hereby is approved for payment to Regroup, from account #1101-505204-71299.

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
452-25:MRS: 4912-4044-2173, v. 1

RESOLUTION NO. 206-2025

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH REGROUP, FOR A NOTIFICATION SERVICE AT A COST NOT TO EXCEED $24,692.00.

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 Contract, which is attached hereto and incorporated herein by reference, with Regroup for a notification service.

Section 2 - That an amount, not to exceed the sum of $24,692.00, be and hereby is approved for payment to Regroup, from account #1101-505204-71299.

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

PASSED URBAN COUNTY COUNCIL: May 8, 2025

Linda Gorton

MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

452-25:MRS: 4912-4044-2173, v. 1

Regroup Subscription Agreement

B. Terms

1. Initial Term: The Initial Term shall be one (1) year following the effective date.
2. Implementation Date: TBD
3. Start of Term / Effective Date: June 02, 2025
4. Invoice Date: June 02, 2025

Ba. Payment Terms

1. Lexington-Fayette Urban County Government shall be invoiced for amounts due in respect to the Initial Term upon execution of this Subscription Agreement.
2. All initial and subsequent payments shall be due on Net 21 terms. Unless otherwise specified, all dollars ($) are United States currency.
3. Late payments may incur a 1.5% penalty.

Bb. Contacts & Messages

1. SMS and TTS messaging shall be limited to 1,800,000 total messages annually.
2. With respect to total users, Regroup will charge for users added that are in excess of the number of total users included in your Membership. Regroup will notify you of usage overages prior to invoicing for the overage.

C. Renewal Terms

1. At the end of the current agreement, Regroup will provide Lexington-Fayette Urban County Government with an option to renew subscription on an annual basis at a mutually agreed upon cost. The notice will be provided 90 days prior to the expiration of the current agreement.

D. Acceptance and Authorization

The terms and conditions of the Regroup Terms of Use and Privacy Policy, which are incorporated herein by reference, apply in full to the services and products provided under this Subscription Agreement.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Subscription Agreement, under seal.

Accepted by Buyer: Lexington-Fayette Urban County Government

Signature: Linda Gorton
Name: Linda Gorton
Title: Mayor
Date: 6/2/2025

Accepted by: Regroup Mass Notification

Signature:
Name: Chris Utah
Title: COO
Date: MAY 21 2025

Subscription Agreement

Prepared For:

Company: Lexington-Fayette Urban County Government
Name: Robert J. Larkin
Email: larkinr@lexingtonky.gov
Phone: (859) 280-8060

Prepared By:

Regroup Mass Notification
Prepared by: Owen McNish
Email: omcnish@regroup.com
Phone: (917) 746-6787

Contract Term: 1 year paid in full. **Contact Count:** 60,000 **Valid Until:** 6/30/2025

A. Product and Pricing Summary

Product	Fee Type	Price	Term (yrs)	Discount	Subtotal
Regroup Annual Subscription	Annual	$23,692.00	1	$0.00	$23,692.00
					$23,692.00
Included Subscription Features					
Database Integration	Included	$0.00	1	$0.00	$0.00
Mapping Option - Geo targeted messaging	Included	$0.00	1	$0.00	$0.00
Regroup Mobile App - Manager and End User	Included	$0.00	1	$0.00	$0.00
					$0.00
Premium Features					
IPAWS Integration	Annual	$0.00	1	$0.00	$0.00
Automated Weather Alerts	Annual	$0.00	1	$0.00	$0.00
Responsive SMS Polling	Annual	$0.00	1	$0.00	$0.00
Regroup Survey Builder	Annual	$0.00	1	$0.00	$0.00
Alertus Integration	Annual	$0.00	1	$0.00	$0.00
					$0.00
Professional Services					
Implementation Fee	One-Time	$1,000.00	1	$0.00	$1,000.00
Unlimited Support & Maintenance	Included	$0.00	1	$0.00	$0.00
Unlimited Training	Included	$0.00	1	$0.00	$0.00
					$1,000.00
				Total	**$24,692.00**