Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Docket

Tuesday, September 9, 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 **0855-25** Table of Motions: Council Work Session, August 26, 2025

Attachments: TOM 082625

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 **0856-25** Summary: General Government and Planning Committee, July 1, 2025

Attachments: 7.1.25 GGP Full Summary

b **0857-25** Presentation: Access and Engagement Officer Position

Attachments: Access Engagement Officer Position Presentation FINAL

XI. Council Reports

XII. Public Comment - Issues Not on Agenda

XIII. Adjournment

Administrative Synopsis - New Business Items

a **0664-25** Authorization to execute a service agreement for $50,000 with Urban League of Lexington Fayette County Inc. to support the salary costs for FY2026. Funds are budgeted. (L0664-25) (Reynolds/Lanter)

Attachments: 25-Bluesheet Memo Urban League
(Clean Copy) Urban League PSA FY26

b **0693-25** Authorization to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program for FY 2026. At a cost of $50,000. Funds are budgeted. (L0693-25)(Allen-Bryant)

Attachments: 0693-25 Bluesheet Memo You Matter KY - Juv Treatment FY26
FY26 Juvenile Treatment Court Program Agreement

c **0798-25** Authorization to add an addendum to Contract #274-2021 with Ambulance Medical Billing (AMB) to allow AMB to cover the cost of hardware refresh and the purchase of 22 Toughbook computers used to document patient care reports for the Division of Fire and Emergency Services. No budgetary impact. (L0798-25) (Wells/Armstrong)

Attachments: Blue Sheet AMB Addendum 082025
AMB_2021
AMB Addendum_082025

d **0800-25** Authorization to purchase a cell monitoring system from Reassurance Solutions, LLC, a sole source provider, for the Division of Community Corrections. This system can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. The total cost is $216,000 for FY26. Funds are budgeted. (L0800-25)(Colvin/Armstrong)

Attachments: CELL MONITOR SYSTEM memo 8-19-25
Reassurance Solutions, LLC sole source form
Invoice_1163_from_Reassurance_Solutions_LLC

e **0802-25** Authorize a sole source purchase from Hydro International for the replacement of the existing Eutek HeadCell™ Grit Concentrator at the West Hickman Wastewater Treatment Plant (WWTP). At a cost of $205,445.20. Funds are budgeted. (L0802-25)(Martin/Albright)

Attachments: Blue Sheet Memo
Sole Source Certification
Hydro Sole Source
Hydro-Oldcastle AWW Customer Comms
Oldcastle Infrastructure dba Hydro International W9

f **0813-25** Authorization to forward a resolution to the Kentucky Economic Development Finance Authority (KEDFA) for Saint Joseph Health System, Inc., subsidiary of CommonSpirit Health, requesting and supporting KEDFA's issuance of Industrial Building Revenue Bonds to refinance the Authority's Revenue Bonds (Catholic Health Initiatives) Series 2011B-3. No budgetary impact. (L0813-25) (Bencz/Atkins)

Attachments: Saint Joseph CommonSpirit Health KEDFA Bond Blue Sheet August 2025

g **0814-25** Authorization to enter into a 1st amendment to the agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services for the Inmate Medical and Mental Health Services at the Division of Community Correction to amend the staffing plan, reduction of forensic psychiatry hours, and staff vacancy rates. The annual cost of the program for FY26 is $10,278,132. The funds are budgeted. (L0814-25)(Colvin/Armstrong)

Attachments: YESCARE memo FY26 1st amendment
Amendment to 7-1-24 original agreement with YesCare

h **0819-25** Authorization to approve an agreement with Palmer Engineering, pursuant to RFP # 18-2025. This agreement will provide design and construction administration service for Greenbrier 2 Pump Station Replacement: Consent Decree RMP Project NE-4. At a cost of $497,530. Funds are budgeted. (L0819-25)(Martin/Albright)

Attachments: Blue Sheet Memo
Engineering Agreement Palmer Engineering
Exhibit C-Palmer Engineering
Exibit A
Site Map G2PS

i **0820-25** Authorization to increase purchase order LF00209552 to Bowman Engineering for additional professional services on LFUCG Coldstream Disc Golf Parking Design and Construction. The increased amount is $3,500.00 bringing the new purchase order total from $39,950 to $43,450.00. Funds are budgeted. (L0820-25) (Conrad/Ford)

Attachments: Coldstream Bowman Change Order 1 Bluesheet Cover Memo 8.18.25 - Sign
Coldstream Bowman Change Order 1

j **0823-25** Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court for the period of July 1, 2025 to June 30, 2026. At a cost not to exceed $270,000. Funds are budgeted. (L0823-25)(Lanter)

Attachments: Bluesheet Memo NAMI FY26
FMHC NAMI General Funds FY26 (002)

k **0824-25** Authorization to execute a contract with Fayette County Public Schools (FCPS), for the Division of Youth Services to provide school-based mental health services and targeted case management, when applicable, to the agreed upon number of hours per week for identified FCPS schools. This agreement will be effective from July 1, 2025 through June 30, 2026, and may be reviewed annually. No budgetary impact. (L0824-25) (Persley/Allen-Bryant)

Attachments: 0824-25 Bluesheet Memo FCPS Contract DYS for Mental Health Services
FCPS 25-26 Agency Contracts for PAGE MH Services

l **0825-25** Authorization to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center. This application allows the Family Care center to provide preschool education services for the 2025-2026 school year. No budgetary impact. (L0825-25) (Horton-Holt/Allen-Bryant)

Attachments: 0825-25 Bluesheet Memo KDE Preschool Application
0825-25 KDE Preschool Application

m **0826-25** Authorization to approve an Architectural Design Consultant Services Contract Agreement with West Point Engineers, PLLC, pursuant to RFP No. 20-2025, for Town Branch WWTP exterior window replacement project. The purpose is to assess current conditions, review existing drawings, and perform architectural services related to the exterior windows for the administration building. The cost is $34,000. The funds are budgeted. (L0826-25) (Martin/Albright)

Attachments: Blue Sheet Memo
TBWWTP Window Agreement

n **0829-25** Authorization to execute an agreement with the Kentucky Transportation Cabinet and accept federal funds in the amount of

$280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required. Budget amendment in process. (L0829-25)(Duncan/Horn)

Attachments: 26-Blue Sheet Memo - Winchester Rd Study
MOA_KYTC_LFUCG_Winchester Rd Study - Unsigned
BA 13885

o **0830-25** Authorization to submit an application requesting $65,000 of federal funds and $12,000 of state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a Sexual Assault Nurse Examiner Program in FY 2026. Local match of $24,667 is budgeted, for a total project cost of $101,667. (L0830-25) (Weathers/Armstrong)

Attachments: 26-Bluesheet Memo SANE

p **0831-25** Authorization to renew an existing multi-year agreement with Benevate, Inc. to extend use of its Neighborly software in the Department of Housing and Community Development, and to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for renewal through June 30, 2027 is $64,750.00. Funds are budgeted. (L0831-25) (Stewart/Rodgers)

Attachments: Bluesheet Memo_Neighborly_v2 (003)
Benevate Neighborly Software Order Form, Agreement dated Sept 2019, one
Quote Lexington-Fayette Urban County Government, KY (195) 2025 Renewal
R484-2019

q **0833-25** Authorization to execute Change Order #7 with Haire Construction LLC in the amount of $31,648.00 for Phoenix Park Reimagined Project (contract# 114-2024 / Bid# 20-2024), increasing the total amount from $3,355,398.91 to $3,387,046.91. To provide and install all wiring and poles for security cameras, install Music Ball in playground and resetting pavers by library. Funds are budgeted. (L0833-25)(Conrad/Ford)

Attachments: Phoenix Park Reimagined Change Order 7 Memo - Signed
Phoenix Park Reimagined Change Order 7

r **0835-25** Authorization to execute agreement and accept an additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project at the Division of Police for FY 2025. The funds will be used

to help purchase a money counter. There is no match required. (L0835-35)(Weathers/Armstrong)

Attachments: 26-Bluesheet memo Street Sales Acceptance
Draft_PON2_500_2500001025 - LFUCG -JAG Mod 1 - Unsigned
BA 13887 add'l award

s **0836-25** Authorization to amend an agreement with Goodwill Industries of Kentucky, Inc. d/b/a Goodwill Kentucky, to extend the period performance through December 31, 2026. The original agreement is to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools. No budgetary impact. (L0836-25)(Lanter)

Attachments: Blue sheet memo Goodwill - HU4H 2nd Amendment
Second Goodwill Amendment HU4H
Goodwill Amendment HU4H 2.3.25.docx
FINAL MOA (Goodwill) 4.1.24 4884-4201-3365 v.1

t **0837-25** Authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The subscription was originally purchased in FY23 with the option to renew through FY26. The cost in FY26 is $148,918. Funds are budgeted. (L0837-25)(Neal/Albright)

Attachments: 26-Blue Sheet Memo TE Streelight Data
LFUCG_Amendment 01 - Unsigned
LFUCG_Subscription Order Form_2022.08.18-STL- Fully Executed
Resolution 418-2024

u **0838-25** Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, to provide rental, installation, and removal of structures at 1306 Versailles Road to be utilized for a temporary winter weather shelter for persons experiencing homelessness to operate between November 1, 2025, and April 1, 2026, at a total cost not to exceed $688,824. Partial funds budgeted and budget amendment in process. (L0838-25)(Herron/Lanter)

Attachments: 26-Blue Sheet Memo-OHPI 2025-26 Winter Shelter Infrastructure
Hope Village 2025 - Initial Design Proposal
Sole Source - Emergency Disaster Services
LFUCG 2025 Infrastructure EDS Contract - DRAFT

v **0839-25** Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, for the operation of a temporary winter emergency shelter serving persons experiencing homelessness, located at 1306 Versailles Road, between November 1, 2025, and April 1, 2026, at a total cost not to exceed $1,782,000.00. Partial funds budgeted and budget amendment in process. (L0839-25) (Herron/Lanter)

Attachments: 26-Blue Sheet Memo-OHPI 2025-26 Winter Shelter Operations
Sole Source - Emergency Disaster Services
Hope Village 2025 - Initial Design Proposal
LFUCG 2025 MISC. EDS Contract - DRAFT

w **0840-25** Authorization to execute an agreement with Lextran for a downtown circulator pilot project to provide a new seasonal transit option between April 2026 and October 2026 to connect residents and visitors between popular nighttime entertainment options in downtown, the Distillery District and the Warehouse Block. The cost to LFUCG is $250,000. Funds are budgeted. (L0840-25) (Angelucci/Hamilton)

Attachments: Bluesheet memo - Lextran circulator
FINAL MOU Lextran Downtown Circulator .1 . 4920-7562-4038

x **0842-25** Authorization to execute an amendment to Resolution #618-2023 with LSC to change the entity requesting payroll incentives to LSC Holdings, LLC and limit those requests to the Project Site. The entity listed in the original agreement (LSC Stadium Company, LLC) ultimately does not have payroll in Lexington-Fayette County, so the incentive is being amended to allow LSC to collect it's payroll incentives. Furthermore, the original contract has some conflicting language related to the location of the incentive location and this amended agreement further clarifies its incentives at the project site at 5354 Athens Boonesboro Road. There is no budgetary impact. (L0842-25)(Holbrook/Hensley)

Attachments: Bluesheet Memo - LSC Amendment
draft of amendments to LFUCG and LSC Holdings

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0855-25

File ID:	0855-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2025
File Name:	Table of Motions: Council Work Session, August 26, 2025			**Final Action:**	
Title:	Table of Motions: Council Work Session, August 26, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	TOM 082625			**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 0855-25

Title

Table of Motions: Council Work Session, August 26, 2025

URBAN COUNTY COUNCIL
WORK SESSION
TABLE OF MOTIONS
August 26, 2025

Mayor Gorton called the meeting to order at 3:02 p.m. Council Members Wu, Brown, Ellinger II, Morton, Lynch, LeGris, Curtis, Sheehan, Higgins-Hord, Hale, Beasley, Baxter, Sevigny, Reynolds, and Boone were present.

I. Public Comment – Issues on Agenda

II. Requested Rezonings/Docket Approval

Motion by Sevigny to approve the August 28, 2025 Council Meeting Docket, as amended. Seconded by Curtis. Motion passed without dissent.

Motion by Higgins-Hord to place on the docket for the August 28, 2025 Council Meeting, an ordinance changing the zone from a Planned Neighborhood Residential (R-3) zone and a Neighborhood Business (B-1) zone to a Commercial Center (B-6P) zone and to remove existing conditional zoning restrictions within the property's Neighborhood Business (B-1) zone, for 32.30 net (34.28 gross) acres, for property located at 1811 Winchester Rd., without a public hearing. Seconded by Wu. Motion passed without dissent.

Motion by Morton to place on the docket for the August 28, 2025 Council Meeting, an ordinance changing the zone from a Planned Neighborhood Residential (R-3) zone to a Neighborhood Business (B-1) zone, for 0.0402 net (0.0993 gross) acre for property located at 400 Chestnut St., without a public hearing. Seconded by Wu. Motion passed without dissent.

III. Approval of Summary

Motion by Ellinger to approve the August 19, 2025 Work Session Summary. Seconded by Sevigny. Motion passed without dissent.

IV. Budget Amendments

Motion by Baxter to approve Budget Amendments. Seconded by Reynolds. Motion passed without dissent.

V. Budget Adjustments – For Information Only

VI. New Business

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

VII. Communications from the Mayor- Appointments

Motion by Wu to approve Communications from the Mayor- Appointments. Seconded by Sheehan. Motion passed without dissent.

VIII. Communications from the Mayor- Donations

Motion by Wu to approve Communications from the Mayor- Donations. Seconded by Baxter. Motion passed without dissent.

IX. Communications from the Mayor- Procurements

Motion by Sheehan to approve Communications from the Mayor- Procurements. Seconded by Baxter. Motion passed without dissent.

X. Continuing Business/Presentations

Motion by Sheehan to approve Neighborhood Development Funds. Seconded by Reynolds. Motion passed without dissent.

Motion by Wu to approve Council Capital Projects. Seconded by Hale. Motion passed without dissent.

Reynolds, SSPS Chair, provided summaries of the June 3 and July 3, 2025 Social Services and Public Safety Committee Meetings, and a partial summary of the August 26, 2025 meeting.

Motion by Reynolds to place on the docket for first reading at the August 28, 2025 Council Meeting, an ordinance amending Section 4 of the Code of Ordinances of the Lexington-Fayette Urban County Government, relating to the keeping of certain animals, as follows: amending Section 4-11(a) to prohibit the keeping of more than one (1) rooster within any area of the urban county except those zoned agricultural; amending Section 4-11(b) to increase the penalty amount to not more than one hundred dollars ($100.00); and amending Section 4-12(b) to increase the penalty amount for the keeping of noisy animals to not more than one hundred dollars ($100.00), effective November 1, 2025. Seconded by Morton. Motion passed without dissent.

XI. Council Reports

XII. Public Comment – Issues Not on Agenda

Motion by Wu to enter closed session pursuant to KRS 61.810(1)(b), deliberations on the potential acquisition or sale of real property and KRS 61.810(1)(n), award of a contract. Seconded by Brown. Motion passed without dissent.

Motion by Sevigny to return from closed session. Seconded by Curtis. Motion passed without dissent.

XIII. Adjournment

Vice Mayor Wu adjourned the meeting at 5:44 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0856-25

File ID:	0856-25	**Type:**	Summary	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2025
File Name:	Summary: General Government and Planning Committee, July 1, 2025			**Final Action:**	
Title:	Summary: General Government and Planning Committee, July 1, 2025				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	7.1.25 GGP Full 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 0856-25

Title

Summary: General Government and Planning Committee, July 1, 2025

General Government & Planning (GGP) Committee

July 1, 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, Whitney Elliott Baxter, Dave Sevigny, and Jennifer Reynolds were present. Council members Tyler Morton, Joseph Hale, Hil Boone, and Amy Beasley were present as non-voting members.

I. APPROVAL OF MAY 6, 2025 COMMITTEE SUMMARY (Sheehan)

Ellinger motioned to approve the May 6, 2025 General Government & Planning (GGP) Committee Summary. Seconded by Curtis. The motion passed unanimously.

II. SOLAR ENERGY SYSTEMS (ZOTA-24-00003) (Sheehan/Sevigny)

This item was reported to the full Council on August 19, 2025, during the Work Session.

III. CHARTER REVIEW (Wu)

Due to time constraints, Chair Sheehan said this item will be rescheduled for another time.

IV. LEXINGTON'S PRESERVATION & GROWTH MANAGEMENT PROGRAM (LPGMP) (Wu)

VM Wu briefly updated the committee on the status of this item. Planning staff are working on the next draft. That draft will be presented at the September 9 GGP meeting. On September 16, there will be a Special GGP meeting at 6 p.m. in the Council Chamber that will provide an opportunity for in-person public comment. Visit EngageLex for more information.

V. ITEMS REFERRED TO COMMITTEE (Sheehan)

Wu motioned to remove Waiver Notice Requirements (ZOTA 25-00001 Sec. 21-9b) from the committee. Seconded by Baxter. The motion passed unanimously.

CM Boone and CM Hale will assume the roles of co-sponsors of the Blue Sky Small Area Plan, seeing as they both serve on that committee.

CM Morton asked for his item to be renamed "Revitalizing Youth Programming". As chair, CM Sheehan accepted that change.

Chair Sheehan adjourned the meeting at 2:59 p.m.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0857-25

File ID:	0857-25	**Type:**	Presentation	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Urban County Council
				File Created:	09/04/2025
File Name:	Presentation: Access and Engagement Officer Position			**Final Action:**	
Title:	Presentation: Access and Engagement Officer Position				
Notes:					
Sponsors:				**Enactment Date:**	
Attachments:	Access Engagement Officer Position Presentation FINAL			**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 0857-25

Title

Presentation: Access and Engagement Officer Position

Access & Engagement Officer Position

Hilary Angelucci, Senior Special Projects Administrator/ ARPA Project Manager

September 9, 2025

Urban County Council Work Session

LEXINGTON

Purpose

- Bridge **C**ulture
- Coordinate ADA and Accessibility **C**ompliance
- Strengthen **C**onnections across LFUCG

LEXINGTON

Role at a Glance

- Reports directly to the CAO
- Coordinates training and compliance across departments
- Responds to internal (employee) and external (resident) access concerns
- Aligns policy, behavior, and service delivery

Essential Functions

- Coordinate trainings on civility, emotional intelligence, and compliance
- Serve as a neutral advisor and collaborate with departments on organizational values and accessibility standards
- Address ADA complaints from residents
- Support strategic workforce initiatives
- Monitor trends and recommend improvements

LEXINGTON

Expanded Responsibilities

Training:

Understands the needs of the organization and aligns facilitated, LFUCG-wide training

ADA:

Establishes central, forward-facing coordination to enhance compliance and resolve complaints throughout LFUCG

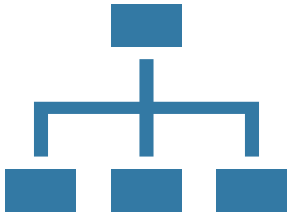
Data-driven:

Assesses and monitors workplace climate, trends and employee/public feedback

Opportunities and Benefits



Reinforce the Value of Culture Work



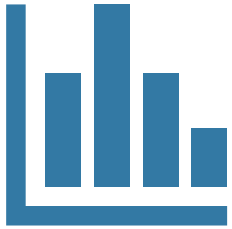
Organizational Strategy



Training & Engagement Delivery



Proactive Compliance



Data-informed & Outcome Driven

Why This Is Important

- Culture & Connection
  - Strengthens respectful communications and emotional intelligence across teams.
  - Helps ensure employees experience a fair, supportive, and consistent workplace culture.
- ADA Compliance & Risk Reduction
  - Provides training and guidance on ADA, accessibility, fair treatment practices, and workplace civility.
  - Coordinates access-related concerns and supports policy alignment across departments.
- Employee Experience
  - Works across departments to improve clarity, consistency, and engagement.
  - Builds trust through a value-based, behavior-focused approach.

Questions?

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: 0664-25

File ID:	0664-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	06/23/2025
File Name:	Request Council authorization to execute a Service Agreement for $50,000 with Urban League of Lexington Fayette County Inc., FY 2026.			**Final Action:**	

Title: Authorization to execute a service agreement for $50,000 with Urban League of Lexington Fayette County Inc. to support the salary costs for FY2026. Funds are budgeted. (L0664-25)(Reynolds/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	25-Bluesheet Memo Urban League, (Clean Copy) Urban League PSA FY26	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Ersula Killens	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0664-25

Title

Authorization to execute a service agreement for $50,000 with Urban League of Lexington Fayette County Inc. to support the salary costs for FY2026. Funds are budgeted. (L0664-25)(Reynolds/Lanter)

Summary

Authorization to execute a service agreement for $50,000 with Urban League of Lexington Fayette County Inc. to support the salary costs for FY2026. Funds are budgeted. (L0664-25)(Reynolds/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: No

Risk Management: N/A

Fully Budgeted: Yes, funded in the adopted FY2026 budget.
Account Number: 1101-900206-0001-71101
This Fiscal Year Impact: $50,000
Annual Impact: $0
Project:
Activity:
Budget Reference: 2026
Current Balance: $50,000.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **June 23, 2025**

SUBJECT: **Service Agreement for $50,000 with Urban League of Lexington Fayette County, Inc.**

Request: Council authorization to execute a Service Agreement for $50,000 with Urban League of Lexington Fayette County Inc., FY 2026.

Purpose of Request: The FY 2026 General Fund Budget provides $50,000 to support the salary costs of the Urban League of Lexington Fayette County, Inc. This funding will support the addition of a compliance coordinator to aid in developing compliance procedures for the organization. An additional maintenance technician will be hired to increase the efficiency of maintenance and inspection punch lists. It is projected that this increase in personnel will result in a quicker turnaround of vacant units and keep units in compliance.

What is the cost in this budget year and future budget years? $50,000.00 is the cost in Fiscal Year 2026. No future cost is anticipated.

Are the funds budgeted? Yes, funded in the adopted budget. 1101-900206-0001-71101

File Number: 0664-25

Director/Commissioner: Reynolds/Lanter

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE URBAN LEAGUE OF LEXINGTON, FAYETTE COUNTY, INCORPORATED**, a Kentucky corporation, ("Organization") with offices located at148 Deweese Street, Lexington, Kentucky 40508.

W I T N E S S E T H

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

1. EFFECTIVE DATE; TERM. This Agreement shall commence on July 1, 2025, and shall continue for a period of twelve (12) months from that date unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit "A" – Addendum for Services
b. Exhibit "B" – Services Budget

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

3. SCOPE OF SERVICES. Organization shall perform the services outlined in the attached Exhibit "A" – Addendum for Services for LFUCG in a timely, workmanlike and professional manner (the "Services"). Organization shall perform the Services faithfully and satisfactorily at the time, place and for the duration prescribed herein.

4. PAYMENT. LFUCG shall pay Organization a total amount not to exceed Fifty Thousand Dollars and Zero Cents ($50,000.00) for the performance of the Services. One-twelfth (1/12th) of the amount owed shall be payable each month for expenditures the Organization actually incurred, upon receipt of a monthly invoice and the timely submission of the monthly reports required in Section 6 herein, subject to any extensions granted in writing by LFUCG (which if granted, shall not constitute a waiver of the reporting requirements as set forth herein).The funds are limited to the services provided

herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise any travel or other expenses are included in the above payment.

a. Subject to any extensions granted in writing by LFUCG, LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Services have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Services performed to date. LFUCG shall have thirty (30) days from the date of receipt of an invoice to provide payment. If Organization does not timely provide the aforesaid deliverables, or if it is determined by LFUCG that the Services performed or the deliverables provided are inadequate or defective, LFUCG shall have the option to grant an extension, to refuse payment, and/or to demand repayment.

b. LFUCG also reserves the right to reject any invoice submitted for services more than sixty (60) days after the services were rendered.

5. TERMINATION. LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon LFUCG's failure to timely pay for properly invoiced and accepted work. Organization shall provide LFUCG with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

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

6. REPORTING. Subject to any extensions granted in writing by LFUCG (which, if granted, shall not constitute a waiver of the reporting requirements set forth herein), Organization shall provide LFUCG with timely reports and updates related to the provisions of the Services in the form and manner reasonably specified by LFUCG. Unless extended in writing by LFUCG, the Organization shall submit various reports to LFUCG as stated herein.

a. At the beginning of each month, on company letterhead, submit to Government: a report containing the personnel costs and fringe benefits for each of the services enumerated in the Addendum attached hereto. The monthly report shall also contain a monthly financial statement.

b. On July 1, submit an annual report to the Mayor and the Urban County Council, which shall contain a summary of its activities for the preceding year and a physical inventory of all property.

c. Following submission of the annual report, the Organization may, upon request, appear before the Mayor and Urban County Council at a Work Session, to be scheduled by the Council Administrator, to address any questions or concerns.

7. REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN. Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

8. INSURANCE; INDEMNITY.

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence), only if Organization utilizes automobiles in the performance of this Agreement; (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or

its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

9. RECORDS. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

10. ACCESS. Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

11. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party,

or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

12. EQUAL OPPORTUNITY; FAIRNESS ORDINANCE. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

13. SEXUAL HARASSMENT. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

14. ANNUAL AUDIT. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

15. INVESTMENT. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

16. NO ASSIGNMENT. Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

17. 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 Organization or LFUCG.

18. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

20. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

THE URBAN LEAGUE OF LEXINGTON, FAYETTE COUNTY, INCORPORATED
148 Deweese Street
Lexington, Kentucky 40507
Attn: _____

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: _____

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

22. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature Page Follows]

DRAFT

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

THE URBAN LEAGUE OF LEXINGTON, FAYETTE COUNTY, INCORPORATED

BY:_____
ITS: _____

_____
ATTEST:

_____
WITNESS:_____
DATE:_____

DRAFT

EXHIBIT "A"

Lexington/Fayette Urban County Government

Addendum for Services

1. Funding will support the addition of an office assistant to facilitate the efficient and timely reporting of annual tenant surveys, other required reporting, and assistance with grant applications. An additional maintenance person to increase the efficiency and timeliness of maintenance and inspection punch lists. It is projected that this increase in personnel will result in a quicker turnaround of vacated units and keep units in compliance.

2. Submit an annual report on July 1 of each year to the Mayor and the Urban County Council, which report shall contain a summary of its activities for the preceding year and a physical inventory of all property.

3. Following submission of the annual report, the Organization may, upon request, appear before the Mayor and Urban County Council at a Work Session, to be scheduled by the Council Administrator, to address any questions or concerns.

DRAFT

EXHIBIT "B"

Lexington/Fayette Urban County Government

FCLDC Capacity Building Budget Proposal

Maintenance Technician

Technician shall devote the maximum hours necessary and sufficient to provide maintenance repairs to all FCLDC rental properties; Schedule and facilitate maintenance and repairs conducted by third party subcontractors that are beyond the scope of "handyman" duties, as needed; Collaborate with Development Manager concerning all major repairs as well as those needed to maintain compliance with governing organizations (i.e., LFUCG and Housing Authority, etc.).

Staff Pay: $2,500 monthly
$30,000 yearly

Compliance Coordinator

FCLDC Compliance Coordinator shall identify compliance needs, as required by governing organizations (i.e. LFUCG, HA, etc.); Review existing compliance processes; Develop, as necessary, additional and/or alternate procedures to ensure timely and accurate submissions to governing organizations; Train staff on new compliance processes and procedures. Paula King has been identified as the person of interest for this position.

Staff Pay: $2,500 monthly
$30,000 yearly

$ 20,800 LFUCG Funded
$ 9,200 UL Funded

DRAFT

Capacity Building Outcome:

With the addition of a Maintenance Technician and a Compliance Coordinator, FCLDC is looking to reduce the amount of time necessary to make repairs to our rental inventory. Such timely repairs are imperative to our ability to remain in compliance with governing organizations and to continue to provide safe and decent affordable housing to low- and mid-income families in need. FCLDC aims to remain in compliance with all required documentation collection and reporting as required by governing organizations. As affordable housing providers, FCLDC prides itself in offering quality housing to the community. As units age we find that more resources are needed to maintain such

quality that one can be proud to call home.

Proposed Budget Needs: $50,000.00 /year
Proposed Duration: 2 Years

DRAFT

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0693-25

File ID:	0693-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	07/07/2025
File Name:	Agreement with You Matter KY for Juvenile Treatment Court FY26			**Final Action:**	

Title: Authorization to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program for FY 2026. At a cost of $50,000. Funds are budgeted. (L0693-25)(Allen-Bryant)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	0693-25 Bluesheet Memo You Matter KY - Juv Treatment FY26, FY26 Juvenile Treatment Court Program Agreement	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0693-25

Title

Authorization to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program for FY 2026. At a cost of $50,000. Funds are budgeted. (L0693-25)(Allen-Bryant)

Summary

Authorization to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program for FY 2026. At a cost of $50,000. Funds are budgeted. (L0693-25)(Allen-Bryant)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, William Razor 7/3/25

Risk Management: N/A

Fully Budgeted [select]: Yes

Account Number: 1101-900352-0001-71101

This Fiscal Year Impact: $50,000.00

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance: $50,000.00

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: September 28, 2025

SUBJECT: Funding Agreement with You Matter Kentucky! Inc. for the Fayette County Juvenile Treatment Court for Fiscal Year 2026

Request:

Request Council Authorization for the Mayor to execute an agreement with You Matter Kentucky, Inc., a non-profit corporation, to maintain and support the Juvenile Treatment Court program.

Purpose:

This agreement will provide funding to maintain and support the Fayette County Juvenile Treatment Court, a partnership designed by the leadership of Fayette District Court. The program's goals are to increase public safety and decrease recidivism rates for juvenile offenders by focusing on the overall wellness of Fayette County juveniles through mental health treatment and substance abuse treatment, where applicable.

Budgetary Implication:

The cost for Fiscal Year 2026 is $50,000.

Are the funds budgeted?

Yes. This will be paid from 1101-900352-0001-71101.

File Number: 0693-24

Director/Commissioner: Kacy Allen-Bryant

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement"), made and entered into on the _____ day of September 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, Kentucky 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and, **YOU MATTER KENTUCKY!, INC.,** with offices located at Fayette District Court, 150 N. Limestone, Lexington, Kentucky 40507 (hereinafter "Organization").

R E C I T A L S

WHEREAS, the Government desires to partner with appropriate organizations and entities that provide assistance to promote protection and care for children within Fayette County who require mental health treatment, and where applicable, substance abuse treatment; and

WHEREAS, the Government understands such partnerships will increase public safety and decrease recidivism rates for juvenile offenders by focusing on the overall wellness of Fayette County juveniles; and

WHEREAS, the Organization requires funding for the maintenance of the Fayette County Juvenile Treatment Court (hereinafter "Juvenile Treatment Court") to accomplish the above-stated goals; and,

WHEREAS, the Government, through its Sponsor, is committed to providing support to the Organization in order to assist the maintenance of Juvenile Treatment Court.

W I T N E S S E T H

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, the Government and the Organization agree as follows:

1. Government shall pay Organization the sum of **Fifty Thousand Dollars and 00/100 Cents ($50,000.00)** for the services required by this Agreement for $50,000 for Fiscal Year 2026. This funding will assist the Organization in providing the services outlined in paragraph 3 through June 30, 2026.

2. The Organization understands and agrees that the Government is only committing to funding the services provided by the Organization under this agreement for the term provided herein and is not obligated to provide any additional funding. Notwithstanding the above, nothing shall preclude the parties from entering into a new agreement to provide additional funding.

3. Scope of Services. Compensation paid pursuant to this Agreement shall be exclusively for the services set forth in this numbered paragraph and for no other purposes. Organization shall perform the following services:

(a) Maintain a participant-centered individual program plan, with an integrated approach, involving court supervision, mental health treatment services, education, and personal accountability for court-involved juveniles;

(b) Receive, process, and screen all appropriate referrals for eligibility into the Juvenile Treatment Court;

(c) Employ a Juvenile Treatment Court Case Administrator, who along with Juvenile Treatment Court Presiding Judges, will:

i. Monitor all participants' in Juvenile Treatment Court as they progress in their individual program and treatment plan;

ii. Monitor all participants' ongoing family, education, and social environments; and

iii. Monitor all participants as they interface and interact with the Juvenile Justice system.

4. Organization shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify and hold harmless Government, its officers, agents and employees against any claim or liability arising from and based on the Organization's violation of any such laws, ordinances or regulations.

5. Organization represents that it has filed all federal, state and local income tax returns required by law in the legally prescribed time and manner. This Agreement shall not become effective unless and until copies of all of the executed originals of the aforementioned tax returns filed for the Organization have been registered for the current tax year by the Organization in the office of the Sponsor, and the Organization shall not be compensated unless and until such registration has taken place.

6. The Organization shall, on such forms as the Sponsor shall provide, submit to Sponsor any required annual report and financial statement, which summarizes the year's activities regarding the services enumerated.

7. Books of accounts shall be kept by the Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Organization. The books of accounts, together with all bonds, notes, bills, letters and other writings belonging to the Organization, shall be maintained at the principal place of business of the Organization as set forth in this Agreement. Government shall have free and complete access to any and all of the books, papers and affairs of the Organization that relate to the performance of this Agreement, at all reasonable times, and if it desires, it may request an audit and examination of the books and papers of the Organization that relate to the performance of this Agreement, by auditors, accountants, and/or attorneys. Any examination shall be at the expense of the Government.

8. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Organization. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. This includes access to all data collected by the Organization in the course of delivering services under this Agreement. Inspection and monitoring of the work by these authorities shall in no manner be presumed

to relieve in any degree the responsibility or obligations of Organization, nor to constitute the Organization as an agent of the Government.

9. Organization shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex or age, shall promote equal employment, and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

10. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to the Government upon request.

11. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon. Any alteration in the nature of such services and duties constitutes an amendment to this Agreement and must be in writing signed by both parties.

12. Organization agrees that it shall comply with any applicable laws or ordinances with respect to the investment of any funds received hereunder.

13. No failure or delay by the Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. Further, no failure or delay by Government in exercising any right, remedy, power or privilege under or in respect of this Agreement shall affect the rights, remedies, powers or privileges of the Government hereunder or shall operate as a waiver thereof.

14. Ability to Meet Obligations: The Organization affirmatively states that there are no actions, suits or proceedings of any kind pending or threatened against it by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of the Organization to perform its obligations under this Agreement, or which question the legality, validity or enforceability hereof or thereof.

15. The Organization shall have thirty (30) days after written notice to cure any material breach of the terms of this agreement. Any such breach must be cured to the reasonable satisfaction of the Government. In the event of any nonperformance, Organization will be entitled to an offset for services actually performed.

16. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and such term or provision shall be deemed stricken.

17. Notice – Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

You Matter KY!
d/b/a Juvenile Treatment Court
Fayette District Court
150 N. Limestone, 5th floor
Lexington, KY 40507
Attn: Judge Lindsay Hughes Thurston

For Government:

Lexington-Fayette Urban County Government
Department of Social Services
200 East Main Street
Lexington, Kentucky 40507
Attn: Kacy Allen-Bryant

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY:_____
Linda Gorton, Mayor

YOU MATTER KY!, INC.

BY: _____
Lindsay Hughes Thurston, Judge

_____
Melissa Moore Murphy, Judge

ATTEST:

_____
Clerk of the Urban County Council

00723331

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0798-25

File ID:	0798-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Fire and Emergency Services
				File Created:	08/19/2025
File Name:	AMB addendum_2025			**Final Action:**	

Title: Authorization to add an addendum to Contract #274-2021 with Ambulance Medical Billing (AMB) to allow AMB to cover the cost of hardware refresh and the purchase of 22 Toughbook computers used to document patient care reports for the Division of Fire and Emergency Services. No budgetary impact. (L0798-25)(Wells/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet AMB Addendum 082025, AMB_2021, AMB Addendum_082025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tammy James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0798-25

Title

Authorization to add an addendum to Contract #274-2021 with Ambulance Medical Billing (AMB) to allow AMB to cover the cost of hardware refresh and the purchase of 22 Toughbook computers used to document patient care reports for the Division of Fire and Emergency Services. No budgetary impact. (L0798-25)(Wells/Armstrong)

Summary

Authorization to add an addendum to Contract #274-2021 with Ambulance Medical Billing (AMB) to allow AMB to cover the cost of hardware refresh and the purchase of 22 Toughbook computers used to document patient care reports for the Division of Fire and Emergency Services. No budgetary impact. (L0798-25)(Wells/Armstrong)
Budgetary Implications: NO

Advance Document Review:

Law: Yes, E. Thompson

Risk Management: No

Fully Budgeted: N/A

Account Number: N/A

This Fiscal Year Impact: N/A

Annual Impact: N/A

Project: N/A

Activity: N/A

Budget Reference: N/A

Current Balance: N/A

MAYOR LINDA GORTON

LEXINGTON

Jason G. Wells
Fire Chief

TO: Mayor Linda Gorton

FROM: Jason G. Wells, Fire Chief

DATE: August 19, 2025

SUBJECT: Contract Addendum with Ambulance Medical Billing

The Division of Fire and Emergency Services request authorization to add addendum to current contract # 274-2021 with AMB (Ambulance Medical Billing).

Why are you requesting? To allow AMB to cover the cost of hardware refresh and the purchase of 22 Toughbook computers used to document patient care reports.

Department needs this action completed because: The Department's current hardware has reached its end-of-life due to age and wear and will need to be replaced to maintain reporting capabilities. The computers receive a fair amount of daily wear and tear. This ensures we have reliable hardware for billing and clinical documentation.

All terms, conditions, promises, and covenants contained in the Agreement shall continue to apply as originally written and agreed upon.

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:

Director/Commissioner: Wells/Armstrong

AMB SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into on this the 8th day of October, 2021, by and between Lexington-Fayette Urban County Government, of 200 East Main Street, Lexington, KY 40507 ("CLIENT"), and Credit Bureau Systems, Inc. d/b/a Ambulance Medical Billing, of 100 Fulton Court, Paducah, Kentucky 42002-9200 (hereafter "AMB"), pursuant to the terms and conditions set forth herein. For the consideration stated herein, the parties do hereby agree as follows:

1. **Description of Services.** AMB is a national ambulance and EMS full-service billing and revenue cycle enhancement firm, specializing in billing and obtaining payment for services provided by ambulance services, and CLIENT is in the business of providing ambulance services to patients in its geographical location. For the term of this Agreement, as defined herein, AMB shall use its best efforts to bill for and obtain reimbursement for CLIENT, for all of CLIENT'S charges, for all services rendered by the Client to patients, on or after the Effective Date, by billing patients and third-party payers, including applicable governmental programs and entities (hereafter the "Services"). Any additional services which AMB agrees to provide are explicitly set forth in the Addenda here to which are incorporated herein by reference and explicitly made a part of and included in the Services.

   CLIENT agrees that AMB will be the sole and exclusive provider of the Services during the terms of this Agreement, and CLIENT will not utilize any other party or entity, or its own personnel, to bill for services rendered by CLIENT during the term of this Agreement.

2. **Effective Date.** This Agreement shall be effective for all Services rendered by CLIENT on and after December 1, 2021, during the term of this Agreement, as defined herein. AMB shall have no obligation or responsibility with respect to any services rendered by CLIENT prior to the Effective Date, or accounts receivables already existing as of the Effective Date, unless a separate written agreement is entered into by the parties with respect to such pre-Effective Date services (hereafter "Legacy Claims").

3. **Term.** The initial term of this Agreement shall be for three (3) years from the Effective Date (hereafter the "Initial Term"). The Initial Term shall automatically renew for an additional three (3) year term (hereafter the "Additional Term") unless the Agreement is terminated as set forth herein. All Payments in future years are subject to appropriations by the Urban County Council. Should the Urban County Council not appropriate funds to fulfill the main term of the Agreement, the Agreement shall terminate. In the event of termination, for any reason, including the failure of the Urban County Council's to appropriate funds, such termination shall not affect Client's obligations to pay AMB for charges incurred prior to termination and shall not affect Client's obligations under Section 5 - Computer Software, Hardware and Training.

4. **Fees.** Beginning as of the Effective Date, CLIENT shall pay AMB a fee of 4.25% per month of net collections received during the Initial Term and any Additional Term (the "Base Fee"). Net collections shall be defined as the total sum of all monies collected by AMB, or by CLIENT, for all services rendered by CLIENT after the Effective Date, during the Initial Term or any Additional Term of this Agreement. The parties agree that some direct payments will be made to CLIENT during the term of this Agreement (hereafter "Direct Payments") and CLIENT acknowledges that AMB is entitled to be paid its fee, as described herein, with respect to any such Direct Payments. CLIENT shall report all such Direct Payments to AMB within 72 hours of receiving said payment.

5. **Computer Hardware, Software, and Training.** To implement the Services, CLIENT has requested, and AMB has agreed to provide, the following necessary computer hardware, software, equipment, and training (hereafter collectively the "Equipment") for the following agreed upon prices:

    a. ESO Subscription including ePCR, Mobile, EKG and CAD Standard ESO Integration - $74,875.00

    b. 18 Panasonic Toughbook CF-20 Rugged computers - $57,873.51

    c. Medical Compliance Services - $10,500.00

    d. Training - $2,500.00

    Total Charge for Equipment: $ 145,748.51

If this Agreement is terminated by CLIENT, or AMB, for any reason, prior to the completion of the Initial Term, CLIENT shall pay AMB the pro-rata portion of the Total Charge for Equipment that represents the pro-rata portion of the Initial Term that is not completed due to termination (hereafter the "Pro Rata Charge for Equipment"). By way of example, if CLIENT terminates this Agreement, for whatever reason, after 19 months, CLIENT shall owe and shall pay AMB the Pro Rata Charge for Equipment which shall be equal to 17/36ths of the Total Charge for Equipment, upon termination. CLIENT specifically agrees and acknowledges that it shall have no right to return the Equipment, or any portion of the Equipment, to AMB for a full or partial credit towards the Total Charge for Equipment owed by CLIENT to AMB.

If CLIENT fulfills its obligations as described herein, including its obligation to pay for all Base Fees as described herein, and the Agreement is not terminated prior to the expiration of the Initial Term, CLIENT shall owe no additional amount to AMB for the Equipment.

6. **Payment of Fees to AMB.** AMB shall send an invoice to CLIENT for all Base Fees, any Pro Rata Charge for Equipment due and owing, and any other charges, as provided for herein, on or about the 10th day of each month following the close of business for the prior month (hereafter "Invoice"). Payment is due, and CLIENT shall pay, the Invoice upon receipt. Any Invoice, or part of any Invoice,

that is not paid by CLIENT within thirty (30) days, shall accrue and CLIENT shall pay interest, at the rate of 1.5% per month until paid.

CLIENT agrees to carefully review each Invoice upon receipt, and CLIENT shall notify AMB in writing with respect to any charges that are disputed within thirty (30) days of receiving each Invoice. All charges on any Invoice that are not disputed in writing by CLIENT within thirty (30) days of receipt of said Invoice, along with all accrued interest charges, shall be deemed correct, final and non-modifiable by the parties (hereafter "Undisputed Charges").

CLIENT agrees to, and hereby does, grant AMB a lien on all money received on behalf of CLIENT, as a result of the Services provided by AMB, up to the amount of any Undisputed Charges.

Should CLIENT fail to pay AMB for any Undisputed Charges within sixty (60) days of receipt of any Invoice, Client hereby authorizes and directs AMB to take all lawful action necessary to access, withhold, and retain sufficient sums for payment to AMB of all Undisputed Charges from money paid on behalf of CLIENT from payment transactions on patient accounts, whether from insurance companies, governmental payers, or patients. AMB shall have the right, but not the obligation, to take such steps as allowed herein, and AMB does not waive the right to take any steps it is allowed to take hereby by refraining from immediately taking such steps. Without limiting the foregoing, CLIENT specifically authorizes and directs AMB to change all "remit to" addresses in connection with all billing to direct all patient and/or third-party payments to AMB, rather than CLIENT. Upon receipt, AMB is authorized and directed to retain such sums as are necessary to pay itself for all Undisputed Charges. AMB shall provide a full and complete accounting to CLIENT of all payments remitted to AMB on behalf of CLIENT, and AMB shall promptly remit to CLIENT all money remitted to AMB, net of any money retained and applied towards Undisputed Charges owed to AMB.

7. **Bank Account and Treasury Process** A bank account or lockbox account will be maintained in the name of CLIENT at a bank approved by CLIENT (hereafter the "Bank Account"). Except under the limited circumstances described in numerical paragraph 6 whereby AMB is authorized and directed to change the "remit to" address on remittances due to CLIENT'S failure to pay Undisputed Charges, AMB shall cause all cash receipts, remittances, electronic transfers, and payments of any kind to be directed into the Bank Account, at the election of the CLIENT. AMB will have no signatory or ownership rights in the bank account and will have no right to negotiate or assert ownership rights in deposited funds or to checks made payable to CLIENT. CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility or liability for any bank errors or omissions.

8. **Operating Procedures.** CLIENT agrees and acknowledges that in order for AMB to provide the Services contemplated hereby, CLIENT must provide, or cause facilities, hospitals, or other third-party sites at which CLIENT provides services, to provide to AMB accurate and complete demographic information required by AMB, at no cost to AMB (hereafter the "Demographic Information"). CLIENT acknowledges that AMB will necessarily rely on the Demographic Information in providing

the Services contemplated hereby, and that the timing and amount of reimbursements and ultimately Net Collections generated by AMB and received by CLIENT is directly related to the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB.

AMB will bill and attempt to collect CLIENT charges in a timely manner and in a manner consistent with all applicable Federal, State and Local laws and regulations and in a manner consistent with the policies and procedures of third-party payers that are made known by such payers to medical practices and billing companies or otherwise known by AMB.

The parties may, from time to time, mutually agree to specific lawful and appropriate operating policies and procedures related to the performance of Services under this Agreement. Any such operating policies and procedures. or amendments thereto, will, upon mutual written and signed agreement, become an integral part of this Agreement and shall be binding upon both parties.

9. **Cash Flow Ramp Up.** AMB acknowledges that maintaining adequate cash flow for CLIENT is an important part of the relationship between CLIENT and AMB, and AMB will use its good-faith, best efforts to maximize CLIENT'S cash flow. CLIENT acknowledges that its cash flow is affected by many things, including its run volume, which are out of AMB'S control. CLIENT agrees and acknowledges that AMB has explained that it will diligently begin billing, re-billing, and following up on CLIENT'S claims as of the Effective Date. CLIENT further acknowledges that it understands that, unless a separate written agreement is entered into, AMB has not agreed to provide Services with respect to CLIENT'S Legacy Claims, and it is vitally important to CLIENT'S cash flow that CLIENT or some other third party continue to re-bill and follow up with respect to its Legacy Claims. CLIENT acknowledges that in order for cash flow to remain at levels comparable to that which existed pre-Effective Date, it is vitally important for CLIENT to continue to diligently bill, re-bill, and follow up with all Legacy Claims with the same effort, timeliness, and manpower as before the Effective Date.

10. **Confidentiality.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's business, fee structure, internal compensation, operating practices and procedures, methods, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required, or as otherwise provided herein.

CLIENT agrees that it will not disclose to third parties' information about AMB' S business, fee structure, strategies, internal compensation, operating practices, procedures, protocols, methods, vendors, computer hardware and proprietary software utilized, and resulting or related processes employed by AMB to provide the Services (AMBs "Confidential Information"). AMB acknowledges that CLIENT is subject to the Kentucky Open Records Act and must disclose certain documents pursuant to statute.

Each party's Confidential Information shall remain the property of that party, during and after this Agreement. Both parties shall, at all times, have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that requires CLIENT'S Confidential Information and AMB' S Confidential Information to be maintained and protected as set forth herein, which said Confidentiality Agreement(s) shall survive the expiration or termination of this Agreement. Both parties shall comply with, and assist the other with compliance with applicable state or federal confidentiality requirements as to individual patient information. Notwithstanding the foregoing, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law.

11. **Software and Proprietary Information.** AMB will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third-party billing software used to provide the Services required hereunder, and CLIENT will be given timely notice of any changes in third party software vendors or systems to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services ("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. AMB will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data shall be deleted or purged unless a period of seven years has passed since the date services were provided by CLIENT or CLIENT gives written approval of such data deletion.

    It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

12. **Termination.** This Agreement can beterminated by CLIENT at any time with 90 days written notice for any reason. In the event this Agreement is terminated, for whatever reason, or expires, the parties agree as follows:

    a) AMB shall continue to perform Services, and be entitled to the Base Fees set forth herein, for a period of one hundred twenty (120) days after the effective date of termination (hereafter "Wind Down Period") for all of CLIENT' s charges for services rendered prior to the termination date (hereafter "Wind Down Fees").

    b) CLIENT expressly agrees to cooperate and assist AMB with itsperformance during the Wind Down Period and will timely report, or cause to be reported, all payment received during the Wind Down Period.

c) AMB shall discontinue performing Services for CLIENT at the end of the Wind Down Period. CLIENT shall have no right to require the discontinuation of Services before the completion of the Wind Down Period.

d) AMB shall deliver to CLIENT, conditioned upon full payment to AMB of all Undisputed Charges, a complete list of the existing accounts receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables.

e) Except for the foregoing, AMB shall have no further obligation to provide any Services after the effective date of termination, except for any additional services specifically agreed to be provided by AMB.

13. **Non-Employment.** During the term of this Agreement and for a one-year period commencing with the termination of this Agreement, both parties agree not to employ, directly or indirectly, or through any third-party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries, without written consent of the other party. Both parties agree that the other party does not have an adequate remedy at law to protect its rights under this section and agree that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this section.

14. **Notice.** Any notices, payment, demand or communication required or permitted to be given herein shall be sent to the following:

If to AMB:	If to CLIENT:
Ambulance Medical Billing	Lexington-Fayette Urban County Government
Attn: Lloyd Ledet	Attn:
100 Fulton Court	200 East Main Street
Paducah, Kentucky 42002-9200	Lexington, KY 40507

15. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws of the Commonwealth of Kentucky. In the event of any dispute or disagreement between CLIENT and AMB, the sole and exclusive venue and jurisdiction shall be in the Fayette County Circuit Court, Lexington, Kentucky.

16. **Indemnification.** AMB will indemnify as specified in the RFP, defend (including providing a legal defense and paying all reasonable attorney's fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, shareholders, employees and contractors, against any claims, damages, or liability (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB's failure to comply with this Agreement, or its negligence

and/or intentional acts which cause damages in performing its duties and obligations hereunder.

To the extent allowable by law, the CLIENT will indemnify, defend (including providing a legal defense and paying all reasonable attorney's fees and reasonable litigation expenses) and hold harmless, AMB, its officers, directors, shareholders, employees and contractors, against any claims, damages, or liability (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of CLIENT'S failure to comply with this Agreement, or its negligence and/or its intentional acts which cause damages in performing its duties and obligations hereunder. This is not a waiver of sovereign immunity of any third-party defense available to CLIENT.

17. **Independent Contractors.** The parties to this Agreement are independent contractors and nothing herein shall be construed to create an employment relationship between either party or its members.

18. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance with a policy limit of no less than $500,000, and Errors and Omissions insurance coverage with a policy limit of no less than $3,000,000. AMB shall give CLIENT timely notice of the cancellation or lapse of any of the above policies. CLIENT may elect to be a named insured on the above policies, subject to CLIENT's payment of any additional premiums that may apply.

19. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement have reasonable access, during regular business hours, *to* review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to AMB. Any inspection performed shall be subject to the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection. In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this Agreement.

20. **Force Majeure.** Time is of the essence in the performance of the duties required by each party hereunder. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard, fire, riot, war, insurrection, or civil disturbance, strikes by common carriers, extended loss (more than 48 hours) of utilities (except for non-payment), and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated.

For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance coverage to cover any such catastrophic event, as stated above.

21. Miscellaneous.

a) This Agreement contains the entire agreement between the parties relative to the Services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.

b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services, and any amendments or changes to this Agreement must be in writing, and signed by both CLIENT and AMB to be effective.

c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 20 (d) below.

d) Neither party may assign this Agreement without the prior written consent of the other party, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.

e) In the event CLIENT fails to comply with the terms of this Agreement, including but not limited to CLIENT'S failure to pay AMB'S fees when due, CLIENT shall pay all costs for collection including court costs, attorney fees, and collection agency contingency percentages of not less than 35% to be added to the principal balance as a collection charge immediately upon default and referral of the account to the collection agency of AMB's choice. In the event AMB fails to comply with the terms of this Agreement, AMB shall pay all costs for collection including court costs, attorney fees, and collection agency contingency percentages of not less than 35% to be added to the principal balance as a collection charge immediately upon default and referral of the account to the collection agency of CLIENT' s choice

f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

CLIENT:	**AMB**:
Signature:	Signature
Print Name:	Print Name: Lloyd Ledet
Title:	Title: President and CEO
Date:	Date:

ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY

In order to comply with the Agreement, and to perform the Services contemplated thereunder, AMB shall do the following:

1. Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to HCPCS, ICD-9 CM, and ICD-10 coding schemes.

2. Issue bills to individuals for all self-pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLENT will be given limited discretion regarding the wording to appear on bills and letters.

3. Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs, for at least twelve (12) individual months in Year 1 of this agreement and three (3) month per year thereafter. The goal of monitoring is to assure that greater than 98% of all billable services are processed for billing. In the event that an audit reveals that less than 98% of all billable services are billed, corrective steps will be taken and monthly audits will be performed until 98% reconciliation is achieved. CLIENT, at its' own expense, may conduct additional audits at any time.

4. If required, develop and maintain electronic data interfaces directly with CLIENT'S hospital service sites (where such sites allow) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist AMB in achieving these interfaces, including, but not limited to interacting with hospital Information Systems staff, Administration and others.

5. Use reasonable efforts to accurately enter procedural and demographic data necessary for patient and third-party billing into its billing system, within three (3) business days of receipt, subject to CLIENT's obligation under the Agreement to provide accurate and complete Demographic Information.

6. Issue initial billing to patients and/or thirdparties no more than seven (7) business days after receiving all required information.

7. Submit claims electronically to all third-party payers capable of accepting claims inelectronic format.

8. Prepare and deliver month-end reports of the billing performance and practice statistics no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.

9. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.

10. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.

11. Use reasonable efforts to advise CLIENT of any material change in third party rules and regulations which are made known to providers and third-party billing agents or otherwise known to AMB.

CLIENT, to support the billing process and to facilitate optimal performance by AMB, shall do the following:

1. Identify one administrative and one clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or its selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and upon AMB's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals appointed by CLIENT will provide timely response to all reasonable requests by AMB.

2. CLIENT warrants that AMB may rely on the existence of patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices, and physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.

3. CLIENT will assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.

4. CLIENT will provide AMB with timely notice at least sixty [60] days prior to the expected addition or reduction of services so that AMB has adequate time to perform its duties under the Agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.

5. It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB will follow written billing policies and procedures for the practice that will serve as the foundation of a practice Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement, and shall be consistent with AMB's Compliance Plan.

6. CLIENT will respond, within five (5) business days, to any documentation requests, made by payers and/or AMB, and forwarded from AMB.

7. Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify

AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.

8. CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.

9. CLIENT shall give AMB timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

ADDENDUM 2: COMPLIANCE

Both parties to this Agreement agree to, and have represented to each other that they do, perform their respective business activities in a manner consistent with all federal, state, and local laws and regulations. As part of the inducement, each to the other, to enter into this Agreement, both parties have represented that they do, and will continue to operate consistent with and fully comply with their respective Corporate Compliance Plans, to the extent that such plans have been adopted. To the extent that no such Plan has been adopted, both parties agree to the following:

1. Each party will conduct its own periodic risk assessment and advise the other party to this Agreement of any findings that may affect that other party's compliance or performance under this Agreement.

2. Both parties agree that the other party hereto may review its Compliance Program upon request.

3. Both parties agree to conduct appropriate background checks on all employees, prospective employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any governmental authority, or should be excluded by any governmental authority.

4. Both parties agree to maintain appropriate compliance records and assure the completeness and security of said records.

5. Both parties agree to scrupulously and diligently comply with the rules and regulations related to the following areas of widely known compliance risk:

   a) Improper waiver of charges, deductibles and copayments;
   b) Upcoding, unbundling, serial reporting and other coding violations;
   c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
   d) Failure to repay overpayments or failure to timely refund overpayments;
   e) Seeking duplicate payment for the same service and/or from the same source;
   f) Failure to maintain proper records of current and prior billing;
   g) Failure to protect the confidentiality of patient information;

6. Both parties agree that, in the event that they become aware of a compliance concern that appears to be related to the other party's conduct, they will promptly communicate that concern to the other party in writing. The party receiving notice will take prompt action to investigate the concern and will timely (within 30 days) report back to the other party, in writing, their response to the reported concern.

7. Both parties specifically agrees that they will defer reporting any such concern to any payer, governmental agency or agent, or law enforcement organization until they have complied with the

above paragraph and remain concerned that the other party's response is inappropriate or more than thirty (30) days has elapsed without any response. Both parties agree that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they immediately report concerns to anyone other than the other party.

8. Nothing herein shall be construed to infer or imply a duty orexpectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.

9. It is expressly agreed that AMB has the right and duty to suspend and refuse submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the issue or concern leading to the suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.

10. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
Business Associate Agreement
Between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and Ambulance Medical Billing

This Business Associate Agreement ("Agreement") between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and Ambulance Medical Billing is executed to ensure that Ambulance Medical Billing will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Ambulance Medical Billing agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT without unreasonable delay but in no case later than 60 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Ambulance Medical Billing agree to the same restrictions, conditions, and requirements that apply to Ambulance Medical Billing with respect to such information;

5. Make PHI in a designated record set available to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT and to an individual who has a right of access in a manner that satisfies LEXINGTON-

FAYETTE URBAN COUNTY GOVERNMENT's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, or take other measures necessary to satisfy LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT or an individual who has a right to an accounting within 60 days and as necessary to satisfy LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT obligations under 45 CFR §164.528;

8. To the extent that Ambulance Medical Billing is to carry out any of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT's obligations under the HIPAA Privacy Rule, Ambulance Medical Billing shall comply with the requirements of the Privacy Rule that apply to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Ambulance Medical Billing on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, available to the Secretary of the Department of Health and Human Services for purposes of determining Ambulance Medical Billing and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT notifies Ambulance Medical Billing of any restriction on the use or disclosure of PHI that LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT has agreed to or is required to abide by under 45 CFR §164.522; and

11. If LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Ambulance Medical Billing agrees to assist LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT of any Red Flags incident (as defined by the Red Flags Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Ambulance Medical Billing on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Ambulance Medical Billing has been engaged to perform on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

D. Termination

1. LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT may terminate this Agreement if LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT determines that Ambulance Medical Billing has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Ambulance Medical Billing shall return to LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT or destroy all PHI received from LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT , or created, maintained, or received by Ambulance Medical Billing on behalf of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT that Ambulance Medical Billing still maintains in any form. Ambulance Medical Billing shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this day October 8th of, 2021.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	Ambulance Medical Billing
Signature:	Signature:
Print Name:	Print Name: Lloyd Ledet
Title:	Title: President and CEO
Date:	Date:

Docusign Envelope ID: 2671E9DD-8CAD-48E2-85C9-332B79B04AC0

AMB – ADDENDUM TO SERVICE AGREEMENT

This Addendum to the AMB Service Agreement, originally entered into on October 8th, 2021 (the "Agreement") is made effective December 1st, 2021 (the "Effective Date").

Between: Credit Bureau Systems, Inc, doing business as AMB ("CONTRACTOR"), a corporation organized and existing under the laws of the Commonwealth of Kentucky, with its head office located:

100 Fulton Court
Paducah, KY 42001

And: Lexington-Fayette Urban County Government, (the "CLIENT"), an entity organized and existing under the laws of the State of Kentucky, with its head office located:

200 East Main Street
Lexington, KY 40507

RECITALS

AMB ("CONTRACTOR") AND Lexington-Fayette Urban County Government ("CLIENT") are parties to a certain Master Services Agreement (the "Agreement"). This Addendum to the Agreement entered into by CONTRACTOR and CLIENT as of September 1st, 2025

1. The Agreement is hereby amended by this Addendum to extend the term of the Master Services Agreement by three (3) years. The Initial Term shall automatically renew for an additional three(3) year term unless the Agreement if terminated.
2. All terms, conditions, promises, and covenants contained in the Agreement shall continue to apply as originally written and agreed upon.
3. AMB shall provide all necessary hardware and software as noted in the original Agreement, and to include:
    a. HARDWARE: 22 Panasonic Toughbook G2 (see spec sheet for full details) - $79,302.36 *(noted increase from $57,873.51 in original Agreement)*
    b. SOFTWARE: ESO as written in original Agreement - $64,275.00
    c. Medical Compliance Service - $10,500.00
    d. Training: 2500.00
    e. Rate Change: Increase to **4.55%** from 4.25%

For and in consideration of the agreements set forth herein, CLIENT and CONTRACTOR hereby enter into this Addendum as of the Addendum Effective Date.

Lexington-Fayette Urban County Government	AMB
By: _____	By: _____
Title: Director of Revenue	Title: President / CEO
Date: _____	Date: _____

Docusign Envelope ID: 2671E9DD-8CAD-48E2-85C9-332B79B04AC0

PopTech LLC - Rugged or Die
138 Royal Inverness Pkwy
O'Fallon, Missouri 63368-4208
United States
www.ruggedordie.com
(P) 816-388-0035

Quote (Open)
Quote # : 30 2 rev of 2
Modified Date: Jul 28, 2025 02:08 PM EDT
Expiration Date: 08/22/2025
Description:

Customer
AMB - Ambulance Medical Billing (AA17)
Sanderson, Phillip
100 Fulton Ct
Paducah, KY 42001
United States
(P) 800-749-7026

Bill To
AMB - Ambulance Medical Billing
Rich, Michael
100 Fulton Ct
Paducah, KY 42001
United States
(P) 800-749-7026

Ship To
AMB - Ambulance Medical Billing
Rich, Michael
100 Fulton Ct
Paducah, KY 42001
United States
(P) 800-749-7026

Customer PO:

Terms:
Purchase Order (Net 30 Days)

Ship Via:
FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		Panasonic Toughbook G2 Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Stan	FZ-G2NBFBXBM	22	$2,650.00	$58,300.00
		Note: Win11 Pro, Intel Core Ultra 5 135U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, Dual Pass (Ch1:none/Ch2:none), Mic and Infrared 2MP Webcam, 13MP Rear Camera, Standard Battery, TPM 2.0				
2		Panasonic FZ-VEKG21LM Notebook replacement keyboard - backlit - dock - QWERTY - US - for Toughbook G2, G2 Standard	FZ-VEKG21LM	22	$510.00	$11,220.00
3		Panasonic Protection Plus Accidental damage coverage - parts and labor - 3 years (years: 1st - 3rd)	FZ-SVCTPNF3YR	22	$240.00	$5,280.00
4		Panasonic - DC Power Adapter Car power adapter - 120 Watt - for Toughbook	CF-LNDDC120	22	$152.38	$3,352.36

Subtotal:	**$78,152.36**
Tax (.0000%):	$0.00
Shipping:	$1,150.00
Misc:	$0.00
Total:	**$79,302.36**

Terms and Conditions

- Pricing valid through quote expiration date or while supplies last only.
- There are NO fees to use a credit card.
- Returns must have a valid RMA# and restocking fees may apply.
- Availability and lead-times are subject to change.
- Payment due at time of order unless terms extended.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0800-25

File ID:	0800-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Community Corrections
				File Created:	08/19/2025
File Name:	REASSURANCE SOLUTIONS FY26			**Final Action:**	

Title: Authorization to purchase a cell monitoring system from Reassurance Solutions, LLC, a sole source provider, for the Division of Community Corrections. This system can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. The total cost is $216,000 for FY26. Funds are budgeted. (L0800-25)(Colvin/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	CELL MONITOR SYSTEM memo 8-19-25, Reassurance Solutions, LLC sole source form, Invoice_1163_from_Reassurance_Solutions_LLC	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0800-25

Title

Authorization to purchase a cell monitoring system from Reassurance Solutions, LLC, a sole source provider, for the Division of Community Corrections. This system can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. The total cost is $216,000 for FY26. Funds are budgeted. (L0800-25)(Colvin/Armstrong)

Summary

Authorization to purchase a cell monitoring system from Reassurance Solutions, LLC, a sole source provider, for the Division of Community Corrections. This system can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. The total cost is $216,000 for FY26. Funds are budgeted. (L0800-25)(Colvin/Armstrong)
Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1133-505401-5411-95602

This Fiscal Year Impact: $216,000.00

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $216,000.00

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: August 19, 2025

SUBJECT: Purchase of Cell Monitoring System – Reassurance Solutions, LLC

Request

Council authorization is requested to purchase a Cell Monitoring System from Reassurance Solutions, LLC, a sole-source provider, for the Division of Community Corrections.

Why are you requesting?

This technology can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. A radar device is affixed to the ceiling of a cell and provides constant data to a monitor placed at the Officer's station. If an inmate's cardiac or respiratory condition becomes an issue, the monitor will alarm the Officer. Placing this ability in our Critical Care Unit would further enhance our ability to screen for, detect, and proactively address serious heart or respiratory issues.

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

Funds for this agreement are requested for FY26 - $216,000

Are the funds budgeted? Yes.

File Number: L0800-25

Director/Commissioner: Chief G.S. Colvin

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Tammy Bradley Division/Dept Corrections

Phone 859-425-2609 Email tbradley@lexingtonky.gov

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

Cost: $216,000

Sole Source Request for the Purchase of: Cell monitoring system

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

Vendor Information

Business Name Reassurance Solutions, LLC

Contact Name

Address P.O. Box 766, Benton, Kentucky 42025

Phone 416-432-2541 Email info@reassurancesolutions.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This technology can monitor an individual's resting heart rate, respiratory rate, and movement in a cell. A radar device is affixed to the ceiling of a cell to pvode constant data to a monitor placed at the Officer's station. If an inmate's cardiac or respiratory condition becomes an issue, the monitor will alarm. This will enhance our ability to screen, detect, and address serious heart and/or respiratory issues.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

Reassurance Solutions, LLC. is the only company that offers this type of technology.

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

This is the only company that provides these goods and services.

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

INVOICE

Reassurance Solutions, LLC
PO Box 766
Benton, KY 42025

info@reassurancesolutions.com
+1 (416) 432-2541
reassurancesolutions.com

Bill to
Hector Joyner
FCDC Lexington, KY
600 Old Frankfort Cir
Lexington, KY 40510 USA

Ship to
Hector Joyner
FCDC Lexington, KY
600 Old Frankfort Cir
Lexington, KY 40510 USA

Invoice details
Invoice no.: 1163
Terms: Net 60
Invoice date: 06/12/2025
Due date: 08/11/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Medical Sensor**	Medical Sensor - XK300	36	$3,750.00	$135,000.00
2.		**Gateway**	Medical Gateway - 4 Port	18	$500.00	$9,000.00
3.		**Annual Maintenance Fee**	Dashboard and Device Maintenance	36	$900.00	$32,400.00
4.		**Installation of Medical Devices**	Installation of Medical Devices and Gateways	36	$1,100.00	$39,600.00

Mail Payment made out to "Reassurance Solutions" to:
PO Box 766, Benton, KY 42025

Total **$216,000.00**

Overdue 08/11/2025

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0802-25

File ID:	0802-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	08/20/2025
File Name:	West Hickman Hydro International Sole Source			**Final Action:**	

Title: Authorize a sole source purchase from Hydro International for the replacement of the existing Eutek HeadCell™ Grit Concentrator at the West Hickman Wastewater Treatment Plant (WWTP). At a cost of $205,445.20. Funds are budgeted. (L0802-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, Sole Source Certification, Hydro Sole Source, Hydro-Oldcastle AWW Customer Comms, Oldcastle Infrastructure dba Hydro International W9	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Matthew Chancellor	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0802-25

Title

Authorize a sole source purchase from Hydro International for the replacement of the existing Eutek HeadCell™ Grit Concentrator at the West Hickman Wastewater Treatment Plant (WWTP). At a cost of $205,445.20. Funds are budgeted. (L0802-25)(Martin/Albright)

Summary

Authorize a sole source purchase from Hydro International for the replacement of the existing Eutek HeadCell™ Grit Concentrator at the West Hickman Wastewater Treatment Plant (WWTP). At a cost of $205,445.20. Funds are budgeted. (L0802-25)(Martin/Albright)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: Yes Evan P Thompson 8/19/2025

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 4002-303403-0001-91017
This Fiscal Year Impact: $205,445.20
Annual Impact: $
Project:
Activity:
Budget Reference:
Current Balance: $1,074,279.06

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: August 14, 2025

SUBJECT: Replacement of Eutek HeadCell™ Grit Concentrator at West Hickman WWTP

Request

The Division of Water Quality requests approval of a sole source purchase for the replacement of the Eutek HeadCell™ Grit Concentrator located at West Hickman WWTP (Wastewater Treatment Plant). The sole source vendor is Hydro International, and the cost of this equipment is $205,445.20.

Purpose of Request

Grit removal is a fundamental component of the preliminary treatment process at West Hickman WWTP. During routine inspection and cleaning it was found the existing grit concentrator failed, and replacement is necessary. Hydro International is the Sole Source vendor for Eutek HeadCell™ grit concentrators and in-kind replacement of the failed unit is recommended to avoid the additional capital cost of replacing additional patented and proprietary preliminary treatment process equipment.

Project Cost in FY26

$205,445.20

Are the funds budgeted?

Funds are budgeted in: 4002 303403 0001 91017

Director/Commissioner

Martin/Albright

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,499-$10,000), formal quotes ($10,001 - $29,999.99), or formal bid ($30,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $30,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Matthew Chancellor Division/Dept Water Quality/WHWWTP

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

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

Cost: $205,445.20

Sole Source Request for the Purchase of: HeadCell Grit Concentrator

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

Vendor Information

Business Name Hydro International

Contact Name Jean Rabago

Address 2925 NE Aloclek Dr Suite 140 Hillsboro OR 97124

Phone 866-615-8130 Email jean.rabago@oldcastle.com

STATEMENT OF NEED: (Add additional pages as needed)

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

Grit removal is a fundamental component of the preliminary treatment process at West Hickman WWTP. A grit concentrator has been damaged and replacement is necessary. Hydro International is the sole source and manufacturer for the existing HeadCell and in-kind replacement is recommended to avoid further costs.

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

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

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

☐ Uniqueness of the service. Describe.

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

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

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

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

-

LEXINGTON

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

This is the manufacturer of the equipment

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

Pricing is from the manufacturer of already installed equipment that has failed.

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

Changing manufacturer would include drastically changing structures and process to the plant resulting in more cost

August 12, 2024

To: **Matthew Chancellor**
West Hickman
WWTP645 West
Hickman Plant Road
NICHOLASVILE, KY
40356 USA

Re: **HeadCell™ Equipment – West Hickman, KY**

To whom it may concern,

The HeadCell™ unit(s) located at the above-mentioned plant are a product manufactured by Hydro International. This product contains patented and proprietary design features unique to Hydro International. Hydro International is the sole source provider of proprietary replacement equipment, associated parts and components for the HeadCell™ product.

Replacement equipment / parts must be obtained directly from Hydro.

Hydro International
2925 NE Aloclek Drive, Suite 140
Hillsboro, OR 97124
Ph (866) 615-8130 Toll Free
Fx (503) 615-2906

Or from through our authorized local representative:

Henry P. Thompson
8980 Technology Drive, Suite 102
Fishers, Indiana 46038
513-340-5283

If you have any questions or concerns, do not hesitate to contact me.

Regards,

Hydro International

Jean Rabago-Giardiello

Jean Rabago- Customer Service/Aftermarket Sales

Hydro International · 2925 NE Aloclek Suite 140 · Hillsboro, OR 97124
Tel: (866) 615-8130 · Fax: (503) 615-2906 hydro-int.com

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Hydro International · 2925 NE Aloclek Suite 140 · Hillsboro, OR 97124
Tel: (866) 615-8130 · Fax: (503) 615-2906 hydro-int.com

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Dear Customer,

Eutek Systems, Inc. dba Hydro International Ltd. was recently acquired by Oldcastle Infrastructure, Inc., a CRH Company. As part of the integration process, Eutek Systems will be merged into Oldcastle Infrastructure, Inc.'s business entity as of Jan 1, 2025.

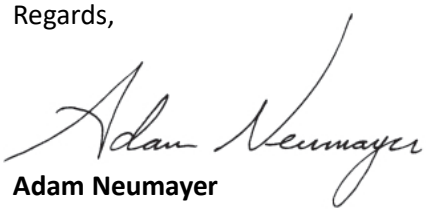
As a result of this merge, payments will now need to be made out to Oldcastle infrastructure inc. and will not be accepted if made out to Eutek Systems. Additionally, the updated W-9 is attached for your records. Note that our legal entity address will change in-line with this, but our business and remittance address will remain the same.

Our Hydro International website remains active and there are no changes to your current contacts or ways of conducting business with Hydro International, including existing terms and conditions.

To avoid delays or errors in posting your payments, please be sure to update our new name in your systems as soon as possible.

If you have any questions regarding this change, please email the Hydro / Oldcastle accounts receivable team at **AR-AWW@oldcastle.com**

Regards,



Adam Neumayer
Managing Director, Americas Wastewater Operations

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.)

Oldcastle Infrastructure, Inc.

2 Business name/disregarded entity name, if different from above.

Hydro International Ltd.

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)

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.)

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 . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

7000 Central Parkway, Suite 800

Requester's name and address (optional)

6 City, state, and ZIP code

Atlanta, GA 30328

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

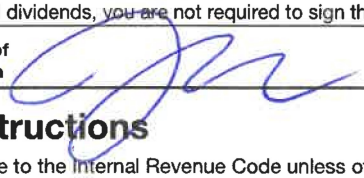
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Part II Certification

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 U.S. person**  **Date** 12/11/2024

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

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0813-25

File ID:	0813-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Mayor's Office
				File Created:	08/22/2025
File Name:	Resolution of Support for Saint Joseph Health System, Inc. Subsidiary of CommonSpirit Health Kentucky Economic Development Finance Authority Industrial Building Revenue Bond			**Final Action:**	

Title: Authorization to forward a resolution to the Kentucky Economic Development Finance Authority (KEDFA) for Saint Joseph Health System, Inc., subsidiary of CommonSpirit Health, requesting and supporting KEDFA's issuance of Industrial Building Revenue Bonds to refinance the Authority's Revenue Bonds (Catholic Health Initiatives) Series 2011B-3. No budgetary impact. (L0813-25)(Bencz/Atkins)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Saint Joseph CommonSpirit Health KEDFA Bond Blue Sheet August 2025	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Troy Black	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0813-25

Title

Authorization to forward a resolution to the Kentucky Economic Development Finance Authority (KEDFA) for Saint Joseph Health System, Inc., subsidiary of CommonSpirit Health, requesting and supporting KEDFA's issuance of Industrial Building Revenue Bonds to refinance the Authority's Revenue Bonds (Catholic Health Initiatives) Series 2011B-3. No budgetary impact. (L0813-25)(Bencz/Atkins)

Summary

Authorization to forward a resolution to the Kentucky Economic Development Finance Authority (KEDFA) for Saint Joseph Health System, Inc., subsidiary of CommonSpirit Health, requesting and supporting KEDFA's issuance of Industrial Building Revenue Bonds

to refinance the Authority's Revenue Bonds (Catholic Health Initiatives) Series 2011B-3. No budgetary impact. (L0813-25)(Bencz/Atkins)

Budgetary Implications [select]: NO
Advance Document Review:

Law: { Yes, Completed by [Evan Thompson, 8/22/2025]}

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

Fully Budgeted [select]: NA
Account Number: NA
This Fiscal Year Impact: NA
Annual Impact: NA
Project:
Activity:
Budget Reference:
Current Balance:

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

FROM: **Kevin Atkins**
Chief Development Officer

DATE: **August 21, 2025**

RE: **Resolution of Support for Saint Joseph Health System, Inc. Subsidiary of CommonSpirit Health Kentucky Economic Development Finance Authority Industrial Building Revenue Bond**

Request:
Authorization to forward a resolution to the Kentucky Economic Development Finance Authority (KEDFA) requesting and supporting KEDFA's issuance of Industrial Building Revenue Bonds to refinance the Authority's Revenue Bonds (Catholic Health Initiatives) Series 2011B-3.

Why are you requesting:
For CommonSpirit Health to qualify for the issuance of Industrial Building Revenue Bonds by KEDFA, LFUCG is required to issue a resolution in support of the Industrial Building Revenue Bonds, as a portion of the project being financed is located within Lexington-Fayette County. The purpose of the bonds, not to exceed $72,500,000, would be to refinance a portion of a taxable loan that refinances, on an interim basis, the Authority's Revenue Bonds in 2011. The bonds are Commonwealth of Kentucky issued bonds and LFUCG is in no way responsible for payment of the funds or the issuance of the bonds.

The bond funds would be to finance the costs of the acquisition, construction, renovation, and installation of certain additions and improvements to the equipment at health care and health related facilities owned and/or operated by CommonSpirit, Saint Joseph, Flaget Healthcare, Inc., and/or their subsidiaries or affiliates. The funds would also pay the cost of issuance and fund a debt service reserve fund for the Bonds, if CommonSpirit determines it necessary and desirable.

What is the cost in this budget year and future budget years?
The cost for FY2026 is: N/A

The cost for future FY is: N/A

Are the funds budgeted? N/A

Director/Commissioner:
Craig Bencz/Kevin Atkins

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0814-25

File ID:	0814-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Community Corrections
				File Created:	08/22/2025
File Name:	YESCARE AMEND TO MED/MH AGREEMENT FY26			**Final Action:**	

Title: Authorization to enter into a 1st amendment to the agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services for the Inmate Medical and Mental Health Services at the Division of Community Correction to amend the staffing plan, reduction of forensic psychiatry hours, and staff vacancy rates. The annual cost of the program for FY26 is $10,278,132. The funds are budgeted. (L0814-25) (Colvin/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	YESCARE memo FY26 1st amendment, Amendment to 7-1-24 original agreement with YesCare	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	BRADLEY, TAMMY	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0814-25

Title

Authorization to enter into a 1st amendment to the agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services for the Inmate Medical and Mental Health Services at the Division of Community Correction to amend the staffing plan, reduction of forensic psychiatry hours, and staff vacancy rates. The annual cost of the program for FY26 is $10,278,132. The funds are budgeted. (L0814-25)(Colvin/Armstrong)

Summary

Authorization to enter into a 1st amendment to the agreement with CHS TX, Inc. d/b/a YesCare for the Inmate Medical and Mental Health Services for the Inmate Medical and

Mental Health Services at the Division of Community Correction to amend the staffing plan, reduction of forensic psychiatry hours, and staff vacancy rates. The annual cost of the program for FY26 is $10,278,132. The funds are budgeted. (L0814-25)(Colvin/Armstrong)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 1101-505402-5421-71203

2026 Fiscal Year Impact: $10,278,132

2027 Fiscal Year Impact: $11,343,840

2028 Fiscal Year Impact: $11,718,480

Project:

Activity:

Budget Reference:

Current Balance: $10,298,452.15

MAYOR LINDA GORTON

LEXINGTON

G. SCOTT COLVIN
CHIEF OF CORRECTIONS
COMMUNITY CORRECTIONS

TO: Mayor Linda Gorton
Urban County Council

FROM: Chief G.S. Colvin
Division of Community Corrections

CC: Commissioner Kenneth Armstrong
Department of Public Safety

DATE: August 22, 2025

SUBJECT: CHS TX, Inc. d/b/a YesCare Agreement – 1st amendment

Request

Council authorization is requested to enter into the 1st Amendment of the agreement with CHS TX, Inc., d/b/a YesCare, for the Inmate Medical and Mental Health Services at the Division of Community Corrections.

Why are you requesting?

To make the following amendments to the original agreement, R332-2024 which was effective 7/1/24: 1. The staffing plan included in Section 2.1(a) will be deleted and replaced with an amended plan; 2. The annual contract will be reduced due to the reduction in the Forensic Psychiatry hours; and, 3. The staff vacancy rates will be deleted in Appendix B and replaced with updated rates.

Funds are budgeted in the FY26 budget. The annual cost of the program is $10,278,132 for FY26. The term of the agreement is for three (3) years with two (2) additional one-year extensions beginning July 1, 2025. The agreement can be terminated by giving not less than thirty (30) days' written notice of termination.

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

Funds for this agreement are budgeted for FY26 - $10,278,132

Are the funds budgeted? Yes.

File Number: L0814-25

Director/Commissioner: Colvin/Armstrong

1ST AMENDMENT TO THE HEALTH SERVICES AGREEMENT
between
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
DIVISION OF COMMUNITY CORRECTIONS
and
CHS TX, INC. d/b/a YESCARE

THIS 1ST AMENDMENT, by and between the Lexington-Fayette Urban County Government, Division of Community Corrections (the "Division") and CHS TX, Inc. d/b/a YesCare ("YesCare") (hereinafter collectively referred to as the "Parties"), is effective as of the First of July, 2025 (the "Effective Date").

WITNESSETH:

WHEREAS, the Division is charged by law with the responsibility for administering, managing and supervising the health care delivery system at the Adult Detention Center located at 600 Old Frankfort Circle, in Lexington, Kentucky (the "Facility"); and

WHEREAS, YesCare provides correctional health care staffing and services and desires to provide such staffing and services for the Division under the terms and conditions of this Health Services Agreement (the "Agreement"); and

WHEREAS, the parties entered into a Health Services Agreement for YesCare to provide such services to the Division, effective July 1, 2024; and

WHEREAS, the parties now desire to amend certain terms related to staffing as set forth herein.

NOW, THEREFORE, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

1. The staffing plan included in Section 2.1(a) shall be deleted in its entirety and shall be replaced with the staffing plan included in this amendment. The staffing plan modifications include moving 1.4 FTE RN MAT from night shift to day shift. The Competency Restoration Program has reduced the Forensic Psychiatrist from 0.5 FTE to 0.3 FTE.

    (a) Up to 1,280 offenders

Staffing Plan

Lexington / Fayette Urban County Government

POSITION	Hrs/ Wk	FTEs
Day Shift		
Health Services Administrator	40	1.00
ACA Coordinator	40	1.00
Administrative Assistant	40	1.00
Behavioral Health Director	40	1.00
Behavioral Health Licensed Practical Nurse	40	1.00
Behavioral Health Technician	56	1.40
Certified Nursing Assistant	40	1.00
Dental Assistant	20	0.50
Dentist	20	0.50
Director of Nursing	40	1.00
Licensed Alcohol Drug Addiction Counselor	40	1.00
Licensed Behavioral Health Professional	176	4.40
Licensed Practical Nurse	264	6.60
Medical Director	40	1.00
Medical Records Clerk	40	1.00
Midlevel Practitioner (NP / PA)	40	1.00
Midlevel Practitioner (NP / PA) - MH	40	1.00
Psychiatrist**	8	0.20
Psychologist	40	1.00
Re-entry Coordinator / Court Liaison	40	1.00
Registered Nurse	192	4.80
Registered Nurse - Education	40	1.00
MAT Program Coordinator	40	1.00
Registered Nurse - MAT	72	1.80
Evening Shift		
Certified Nursing Assistant - MAT	80	2.00
Certified Nursing Assistant - Telehealth	40	1.00
Licensed Mental Health Professional	56	1.40
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
Registered Nurse - MAT	56	1.40
Night Shift		
Licensed Practical Nurse	224	5.60
Registered Nurse	112	2.80
TOTAL HOURS/FTEs per week	**2,352**	**58.80**
Day Shift Total	**1,448**	**36.20**
Evening Shift Total	**568**	**14.20**
Night Shift Total	**336**	**8.40**

Staffing Plan - Beginning Contract Year 2

Lexington / Fayette Urban County Government
Competency Restoration Program - 15 Patients

POSITION	Hrs/ Wk	FTEs *
Day Shift		
Administrative Assistant	40	1.00
Behavioral Health Licensed Practical Nurse	20	0.50
Behavioral Health Program Manager	40	1.00
Licensed Behavioral Health Professional	40	1.00
Psychiatrist - Forensic	12	0.30
Behavioral Health Technician - Forensic	40	1.00
TOTAL HOURS/FTEs per week	**192**	**4.80**

** FTE represents 2,080 annually inclusive of paid leave (sick, vacation, holiday, etc.)*

2. The Parties agree that the reduction of Forensic Psychiatry hours will reduce the annual contract value by $65,000 starting the second year of the contract. Section 9.1 Base Compensation is hereby revised to the following:

   9.1 Base Compensation. The Division will pay YesCare the sum of $10,278,132 for the first year of this Agreement for a daily average base inmate population between 1,180 and 1,380 inmates, payable in equal monthly installments of $856,511 per month. Compensation for the second year of this agreement will be $11,343,840, payable in equal monthly installments of $945,320. Compensation for the third year of this Agreement will be 11,718,480, payable in equal monthly installments of $976,540.

3. Appendix B – Staff Vacancy Rates shall be deleted in its entirety and replaced with the updated Appendix B – Staff Vacancy Rates for Contract Year Two incorporated here into this amendment. In addition to the Psychiatrist FTE reduction, the rate schedule corrects the Competency Program Behavioral Health Registered Nurse to Behavioral Health Licensed Practical Nurse, and the required Competency Restoration FTE for Psychiatrist and Behavioral Health Technician.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect except to the extent modified herein.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto as of the day and year first above written.

Lexington-Fayette Urban County of Community Corrections

Attest:_____ By: _____

Title: _____

CHS TX, Inc. d/b/a YesCare

Attest:_____ By: _____

Title: _____

Appendix B – Staff Vacancy Rates

Position	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant	40	1.00	$ 25.79	$ 4.64	$ 30.43
ACA Coordinator	40	1.00	$ 25.64	$ 4.62	$ 30.26
Certified Nursing Assistant	40	1.00	$ 23.52	$ 4.23	$ 27.75
Director of Nursing	40	1.00	$ 56.80	$ 7.95	$ 64.75
Health Services Administrator	40	1.00	$ 62.11	$ 8.70	$ 70.81
Licensed Practical Nurse	712	17.80	$ 35.81	$ 5.01	$ 40.82
Medical Records Clerk	40	1.00	$ 23.09	$ 4.16	$ 27.25
Midlevel Practitioner	40	1.00	$ 70.97	$ 8.52	$ 79.49
Medical Director	40	1.00	$ 147.48	$ 11.80	$ 159.28
Registered Nurse	416	10.40	$ 46.42	$ 6.50	$ 52.92
MAT Program Coordinator	40	1.00	$ 46.42	$ 6.50	$ 52.92
Registered Nurse - MAT	128	3.20	$ 46.42	$ 6.50	$ 52.92
Registered Nurse - Education	40	1.00	$ 46.42	$ 6.50	$ 52.92
Certified NA - Telehealth	40	1.00	$ 23.52	$ 4.23	$ 27.75
Certified NA - MAT	80	2.00	$ 23.52	$ 4.23	$ 27.75
Dental Assistant	20	0.50	$ 23.62	$ 2.36	$ 25.98
Dentist	20	0.50	$ 120.39	$ 12.04	$ 132.43
Behavioral Health Director	40	1.00	$ 51.64	$ 7.23	$ 58.87
Behavioral Health Technician	56	1.40	$ 24.78	$ 4.46	$ 29.24
Licensed Alcohol Drug Addiction Counselor	40	1.00	$ 37.18	$ 5.95	$ 43.13
Licensed Mental Health Professional	232	5.80	$ 43.37	$ 6.07	$ 49.44
Psychologist/ Court Liaison	40	1.00	$ 74.35	$ 8.92	$ 83.27
Re-entry Coordinator / Court Liaison	40	1.00	$ 43.37	$ 6.07	$ 49.44
Midlevel Practitioner - MH	40	1.00	$ 80.55	$ 9.67	$ 90.22
Psychiatrist	8	0.20	$ 206.54	$ 16.52	$ 223.06
Licensed Practical Nurse - MH	40	1.00	$ 35.81	$ 5.01	$ 40.82
Total	**2,352**	**58.80**			

Competency Restoration Program	Hours per Week	FTE	Hourly Rate	Benefits	Fully Loaded Rate
Administrative Assistant*	40	1.00	$ 24.97	$ 4.49	$ 29.46
Behavioral Health Tech - Forensic*	40	1.00	$ 24.00	$ 4.32	$ 28.32
Licensed Mental Health Professional*	40	1.00	$ 42.00	$ 5.88	$ 47.88
Behavioral Health Program Manager*	40	1.00	$ 72.00	$ 10.08	$ 82.08
Behavioral Health Licensed Practical Nurse*	20	0.50	$ 34.68	$ 4.86	$ 39.54
Psychiatrist - Forensic*	12	0.30	$ 275.00	$ 22.00	$ 297.00
Total	**192**	**4.80**			
** Contract Year Two*					
Total Staff - Medical, Mental Health & CRP	**2,544**	**63.60**			

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0819-25

File ID:	0819-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	08/25/2025
File Name:	Greenbrier 2 Pump Station Replacement			**Final Action:**	

Title: Authorization to approve an agreement with Palmer Engineering, pursuant to RFP # 18-2025. This agreement will provide design and construction administration service for Greenbrier 2 Pump Station Replacement: Consent Decree RMP Project NE-4. At a cost of $497,530. Funds are budgeted. (L0819-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, Engineering Agreement Palmer Engineering, Exhibit C-Palmer Engineering, Exibit A, Site Map G2PS	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Bob Peterson	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:

Text of Legislative File 0819-25

Title

Authorization to approve an agreement with Palmer Engineering, pursuant to RFP # 18-2025. This agreement will provide design and construction administration service for Greenbrier 2 Pump Station Replacement: Consent Decree RMP Project NE-4. At a cost of $497,530. Funds are budgeted. (L0819-25)(Martin/Albright)

Summary

Authorization to approve an agreement with Palmer Engineering, pursuant to RFP # 18-2025. This agreement will provide design and construction administration service for Greenbrier 2 Pump Station Replacement: Consent Decree RMP Project NE-4. At a cost of $497,530. Funds are budgeted. (L0819-25)(Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 8/22/25

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303408-3466-92811

This Fiscal Year Impact: $497,530.00

Annual Impact: $

Project: GREENBRIER_2025

Activity: CONSENT_DE

Budget Reference:

Current Balance: $2,000,000.00

MAYOR LINDA GORTON

LEXINGTON

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

TO: Mayor Linda Gorton
Urban County Council

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

DATE: August 18, 2025

SUBJECT: **Contract for Design/Construction Administration Services for Greenbrier 2 Pump Station Replacement. RFP #18-2025**

Request

The purpose of this memorandum is to request a resolution authorizing an agreement between the Lexington-Fayette Urban County Government (LFUCG) and Palmer Engineering. This agreement with Palmer Engineering would provide design and construction administration services for Greenbrier 2 Pump Station Replacement: Consent Decree RMP Project NE-4.

Purpose of Request

The purpose of the Greenbrier 2 Pump Station replacement, as defined by RFP #18-2025, is to replace the existing pump station because it is identified as a Recurring SSO location in Appendix A of the Consent Decree. After completing design and managing the award of a construction contract, Palmer will also be responsible for construction administration until construction is complete.

On August 7, 2025, an RFP workgroup reviewed nine RFPs for providing design and construction administration services for the Greenbrier 2 Pump Station replacement. The workgroup scored this firm as best, meeting the conditions of the advertised Request for Proposals. The unanimous decision was Palmer Engineering for the project. Palmer Engineering ranked #1 in meeting the qualifications.

Project Cost in FY25 and in Future Budget Years

The cost for the defined investigation, design services and construction administration for the project is $497,530.00.

Are Funds Budgeted

Funds are budgeted: 4003 303408 3466 92811 LFUCG GREENBRIER_2025/CONSENT_DE

Martin/Albright

ENGINEERING SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of_____, 2025, between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A ("**OWNER**") and
Palmer Engineering with offices located at 1040 Monarch Street, Suite 210, Lexington, Kentucky 40513 ("**CONSULTANT**"). **OWNER** intends to proceed with the Engineering Services as described in the attached **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #18-2025 **Greenbrier#2 PS** (the "**PROJECT**"). The **CONSULTANT** shall perform professional engineering services and deliverables as described in **EXHIBIT A** which include customary master planning, civil, geotechnical, electrical, mechanical, structural, programming, water quality and sanitary engineering services as related to providing the deliverables specific to this agreement–that will assist the **OWNER** in successfully implementing the **PROJECT** and complying with any requirements which are related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"). The services are hereinafter referred to as the **PROJECT**. **The primary goal of the PROJECT is to provide the OWNER with the technical support necessary to successfully meet the obligations and deadlines of the CONSENT DECREE. OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the **PROJECT** to which this Agreement applies, serve as **OWNER'S** professional engineering representative for the **PROJECT** as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1. General

CONSULTANT shall perform professional services as hereinafter stated that include customary civil, geotechnical, structural, mechanical, electrical and sanitary engineering services incidental thereto.

1.2. Incorporated Documents

The following documents are incorporated by reference as part of this Agreement:

1. The **CONSENT DECREE**, as may be amended, including all appendices.
2. **EXHIBIT A** – Scope of Engineering Services and Related Matters RFP #18-2025 (Including Addendums).
3. **EXHIBIT B** – Certificate of Insurance and Evidence of Insurability.
4. **EXHIBIT C** – Proposal of Engineering Services and Related Matters (the **CONSULTANT'**s response to RFP #18-2025).
5. **EXHIBIT D** – Further Description of Basic Engineering Services and Related Matters.

To the extent of any conflict among the provisions of these documents and/or this Agreement, the provisions of this Agreement shall control, followed by the provisions of **EXHIBIT A**, then **EXHIBIT D, and then EXHIBIT C**.

1.3 Project Phase

A complete description of the duties and responsibilities of the **CONSULTANT** are as indicated in **EXHIBIT A**, Scope of Engineering Services and Related Matters RFP #18-2025, **EXHIBIT C** Proposal of Engineering Services and Related Matters, and **Exhibit D** Further Description of Basic Engineering Services and Related Matters. After written authorization to proceed from the **OWNER**, **CONSULTANT** shall:

1.3.1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Engineer and liaison representative between the **CONSULTANT** and the **OWNER**. **OWNER** has the right to approve the Project Engineer, or any change thereto, which approval shall not be unreasonably withheld.

1.3.2. The **CONSULTANT** **must perform all duties** **necessary to fully complete the deliverables as further described in attached EXHIBIT A,** Scope of Engineering Services and Related Matters RFP #XX-2024, attached **EXHIBIT C,** Proposal of Engineering Services and Related Matters**,** and attached **EXHIBIT D** Further Description of Basic Engineering Services and Related Matters **unless otherwise agreed to in writing by the parties.**

1.3.3 The **CONSULTANT** shall provide written documentation of all meetings and be responsible for incorporating all comments and changes resulting therefrom in final work product.

1.3.4. The **CONSULTANT** shall submit five (5) copies (hardcover) of all initial draft final work products for this **PROJECT** unless otherwise described in Exhibit A. The copies of the initial draft final reports are submitted for review and comment by the **OWNER**, and should be presented in person to the **OWNER**.

1.3.5. After the **OWNER'S** detailed review, the **CONSULTANT** will revise the initial draft final for all work products for this **PROJECT**, and the **CONSULTANT** shall submit five (5) copies (hardcover) unless otherwise described in Exhibit A. One electronic copy of the all work products for this **PROJECT**, including all appendices, shall be provided and prepared in such a manner that it can readily be converted to a quick-link accessible form for the **OWNER'S** Website. The **OWNER** shall have ten (10) business days within which to accept or deny each such final draft. If it is denied, the **OWNER** shall provide a detailed explanation in writing for the basis of such denial. Once the OWNER accepts the draft as final, a total of ten (10) final copies (hardcover) are required in addition to an electronic copy unless otherwise described in Exhibit A.

1.3.6 Immediately notify **OWNER** of any delay in the delivery of a work product or deliverable, regardless of cause. Give written notice to **OWNER** within five (5) business days whenever **CONSULTANT** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

SECTION 2 - EXTRA WORK BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this **PROJECT** other than provided by the expressed intent of this Agreement. Such work shall be considered as Extra Work, subject to a change order, supplemental to this Agreement, setting forth the character and scope thereof and the compensation therefore. Work under such change order shall not proceed until the **OWNER** gives written authorization. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as Extra Work and shall be paid as such.

2.2. All Extra Work is subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at his disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and provide written approval or disapproval thereof within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative agent with respect to the services to be rendered under this Agreement (see Section 8.1.1.). Such person shall have complete authority to transmit instructions, receive information, interpret, and define **OWNER'S** policies and decisions with respect to materials, equipment, elements, and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of **CONSULTANT**.

3.6. Furnish or direct **CONSULTANT** to provide, Extra Work as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. Time is of the essence in the performance of this Agreement. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines. See attached **EXHIBIT A** for the overall current project schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the **PROJECT** through completion.

4.3. If a delay results from the acts of **OWNER** or another entity that is required to permit or approve the work or services, an extension of time for such delay will be considered by **OWNER**.

4.3.1. If the above type of delay occurs and **CONSULTANT** wants an extension of time, it must, within ten (10) days from the date of the delay, apply in writing to **OWNER** for an extension of time for a reasonable period, which must be agreed upon by **OWNER**.

4.3.2. If the extension of time is approved by **OWNER**, the **PROJECT** schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of **OWNER** of any of its other rights in the Agreement.

4.3.3. If the above type of delay would prevent complete performance of the **PROJECT** within sixty (60) days of the time specified therein, **OWNER** shall have the option of cancelling the **PROJECT** or otherwise adjusting the scope of the services or work.

4.3.4. If the parties cannot mutually agree to an extension of time or an adjustment, Section 6.5 under "DISPUTES" of this Agreement shall apply.

4.4. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay**, including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services of CONSULTANT.

5.1.1. For Basic Services

OWNER shall issue individual task orders for each work assignment performed under this Agreement by **CONSULTANT** or its sub-consultant/s. Each task order shall contain scope of work, fee, and schedule for performance of the work. Individual task orders shall be of the form included in **EXHIBIT D**.

5.1.1.a Fee payable to **CONSULTANT** under individual task order shall be developed using hourly rates included in **EXHIBIT D** or as amended in accordance with provisions therein.

5.1.1.b Terms of payment to **CONSULTANT** shall be specified in each task order. For assignments with defined scope, lump sum task orders shall be issued. Otherwise, task orders shall include time and materials payment terms.

5.1.1.c Each task order issued shall receive prior written approval of **OWNER** prior to **CONSULTANT** proceeding with said work. The **OWNER's** designated agent in Section 8.1.1. shall be the only person authorized to provide such approval.

5.1.2. For Extra Work

Extra Work shall be paid for by the **OWNER** on the basis of a fixed fee, the amount of which shall be determined by negotiation. The **OWNER** shall have the

right to negotiate alternate methods of payment for Extra Work if the **OWNER** determines that the fixed fee basis is not feasible. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon the amount of payment for Extra Work, then the amount of such payment shall be determined pursuant to Section 6.5 (**Disputes**).

5.2. Times of Payment

5.2.1 **CONSULTANT** shall submit to **OWNER** detailed monthly statements for Basic Services and Extra Work rendered. The Statements will be based upon **CONSULTANT'S** estimate of the proportion of the total services actually completed at the time of billing. **OWNER** shall respond to **CONSULTANT'S** monthly statements within thirty (30) days, either denying payment or making payment.

5.3. Other Provisions Concerning Payments

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered for which it has not already been paid in an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered for which it has not already been paid, and the amount to be paid shall be determined by the **OWNER**.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination

6.1.1. **CONSULTANT may only terminate this Agreement** due to **OWNER'S** material breach of the terms hereof which breach causes **CONSULTANT** to be unable to perform its duties and responsibilities under this Agreement and upon forty-five (45) days written advance notice to **OWNER**.

6.1.2. The **OWNER** may terminate this Agreement for cause upon seven (7) business days written advance notice to the **CONSULTANT**. The **OWNER** reserves the right to terminate the Agreement for any reason whatsoever, with or without cause, at any time upon thirty (30) days written advance notice to the **CONSULTANT**.

6.2. Ownership and Reuse of Documents

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

6.3. Legal Responsibilities and Legal Relations

6.3.1. The **CONSULTANT** shall familiarize itself with and shall at all times comply with the **CONSENT DECREE** and all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its consultants, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including consultants, and shall save and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this Agreement.

6.4. Successors and Assigns

6.4.1. **CONSULTANT** binds itself and its partners, successors, assigns and legal representatives to this Agreement. **CONSULTANT** shall not assign any interest in this Agreement without prior written consent of **OWNER**. **OWNER'S** consent shall not relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.2. **In no event shall** the **CONSULTANT** subcontract more than fifty percent (50%) of the work, based upon dollar value of the work.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

6.5. Disputes

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

6.6. Accuracy of Consultant's Work

CONSULTANT shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered. **CONSULTANT** shall be responsible for the accuracy of all work, even though raw data, reports, Drawings and Specifications have been accepted by **OWNER**, and it shall make any necessary revisions or corrections resulting from its errors and/or omissions for no additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to **OWNER**, **CONSULTANT** has made an incontrovertible representation that the information is accurate within the appropriate standard of skill and care. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for **OWNER** to terminate this Agreement.

6.7. Security Clause

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

6.8. Access to Records

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

6.9. Risk Management Provisions, Insurance and Indemnification

6.9.1. DEFINITIONS

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

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

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

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

6.9.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

a. It is understood and agreed by the parties that **CONSULTANT** hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of **CONSULTANT** or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "**CONSULTANT**") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

b. **CONSULTANT** shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "**OWNER**") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by **CONSULTANT**'s performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the **CONSULTANT**; and (b) not caused solely by the active negligence or willful misconduct of **OWNER**.

c. Notwithstanding, the foregoing, with respect to any professional services performed by **CONSULTANT** hereunder (and to the fullest extent permitted by law), **CONSULTANT** shall indemnify, save, hold harmless and defend **OWNER** from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of **CONSULTANT** in the performance of this agreement.

d. In the event **OWNER** is alleged to be liable based upon the above, **CONSULTANT** shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by **OWNER**, which approval shall not be unreasonably withheld.

e. These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

f. **OWNER** is a political subdivision of the Commonwealth of Kentucky. **CONSULTANT** acknowledges and agrees that **OWNER** is unable to provide

indemnity or otherwise save, hold harmless, or defend the **CONSULTANT** in any manner.

6.9.3. DAMAGES RELATED TO NONPERFORMANCE OR DELAY BY CONSULTANT

In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT s**hall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

6.9.4. FINANCIAL RESPONSIBILITY

The **CONSULTANT** understands and agrees that the **CONSULTANT** shall, prior to final acceptance of the **CONSULTANT'S** proposal and the commencement of any work; demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Agreement.

6.9.5. INSURANCE REQUIREMENTS

6.9.5.1. Required Insurance Coverage

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

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

The policies above shall contain the following conditions:

a. **OWNER** shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by **OWNER**.

c. The General Liability Policy shall include Business Interruption coverage.

d. The Contractor shall carry Builders Risk coverage at a level sufficient to cover the replacement cost of any equipment or machinery used at the work site, if applicable.

e. The General Liability Policy shall include a Pollution Liability endorsement and/or Environmental Casualty coverage unless it is deemed not to apply by **OWNER**.

f. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions), which shall include Business interruption coverage and this policy or endorsement shall include Environmental Casualty coverage for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by **OWNER**. (**OWNER** does not need to be named as additional insured).

g. **OWNER** shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

h. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, **CONSULTANT** shall notify **OWNER** and obtain similar insurance that is commercially available and acceptable to **OWNER**.

i. Said coverage shall be written by insurers acceptable to **OWNER** and shall be in a form acceptable to **OWNER**. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

6.9.5.2. Renewals

After insurance has been approved by **OWNER**, evidence of renewal of an expiring policy must be submitted to **OWNER**, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

6.9.5.3. Right to Review, Audit and Inspect

CONSULTANT understands and agrees that **OWNER** may review, audit and inspect any and all of **CONSULTANT'S** records and operations to ensure compliance with these Insurance Requirements.

6.9.6. SAFETY AND LOSS CONTROL

CONSULTANT shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and OWNER.

6.9.7. DEFINITION OF DEFAULT

CONSULTANT understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Agreement. **CONSULTANT** also agrees that **OWNER** may elect as its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging **CONSULTANT** for any such insurance premiums purchased, or suspending or terminating this Agreement.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age, or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age, or handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS, AND SCHEDULES

8.1. This Agreement is subject to the following provisions.

8.1.1. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned Charles H. Martin, P.E., Director of the Division of Water Quality (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports, and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or his designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or his designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent or his designee for direction in its performance under this

Agreement; no other direction shall be binding upon **OWNER**. **OWNER** shall respond to written requests by **CONSULTANT** within thirty (30) days.

8.2. This Agreement, together with the Incorporated Documents (Section 1.2) constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and **EXHIBITS A, B, C and D** and any related schedules or documents may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.3. **NO THIRD PARTY RIGHTS.** This agreement does not create a contractual relationship with or right of action in favor of a third party against either **OWNER** or **CONSULTANT.**

8.4 **UNENFORCEABLE TERMS/SURVIVABILITY**. If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken. The provisions of Section 6 of this Agreement shall survive its termination.

8.5. **NON-WAIVER.** The failure of either party to enforce any right reserved to it in this Agreement shall not be a waiver of any such right to which the party is entitled.

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

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

CONSULTANT:
_____

BY: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 2024.

My commission expires: _____.

_____
NOTARY PUBLIC

EXHIBIT A

Scope of Engineering

Services and Related Matters

RFP #18-2025

EXHIBIT B

Certificate of Insurance

and

Evidence of Insurability

EXHIBIT C

Proposal of Engineering Services

and

Related Matters

EXHIBIT D

Further Description of Basic Engineering Services

and

Related Services

LFUCG TASK ORDER NO. _____
UNDER LFUCG AGREEMENT WITH_____FOR
_____

	CONSULTANT	OWNER
		Lexington Fayette Urban County Government
Street Address		200 East Main Street
City, State, Zip		Lexington, KY 40507
Contact Person		Charles Martin
Telephone		859-425-2400
Fax		859-254-7787
E-Mail		cmartin@lexingtonky.gov

Task Order Date: _____

Task Name: _____

Task ID: _____

SCOPE OF WORK/DELIVERABLES

See Attached

SCHEDULE OF WORK

See Attached

FEE

See Attached

ADDITIONAL PROVISIONS

Because this is a Commonwealth Environmental Project, **CONSULTANT** understands and agrees that the performance of these services is related to the Consent Decree entered in a case styled *United States & Commonwealth of Kentucky* v. *Lexington Fayette Urban County Government,* United States District Court for the Eastern District of Kentucky, Civil Action No. 5:06-cv-386-KSF (the "**CONSENT DECREE**"), a copy of which has been made available for review by the **CONSULTANT**, and which is incorporated herein by reference. The **CONSULTANT** further agrees that the services performed pursuant to this task order are necessary for the **OWNER** to meet the deadlines of the **CONSENT DECREE** and that the following requirements and conditions, which are in addition to those provided in the Engineering Services Agreement, shall apply to all work and services performed by the **CONSULTANT** under this task order:

1. Time is of the essence in the performance of the work and services. **CONSULTANT** is aware that the **OWNER** is subject to penalties for non-compliance with the **CONSENT DECREE** deadlines.

2. If delays result solely by reason of acts of the **CONSULTANT**, the **CONSULTANT** shall be held liable for any financial penalties incurred by the **OWNER** as a result of the delay**, including but not limited to those assessed pursuant to the CONSENT DECREE**. Section 6.5 of this Engineering Services Agreement (**Disputes**), shall apply in the event the parties cannot mutually agree upon the cause(s) associated with delays in completing project deliverables. The **CONSULTANT** must immediately notify the **OWNER** in the event of such delay, and provide the **OWNER** a written action plan within five (5) business days on how it will attempt to resolve the delay.

3. In the event that **CONSULTANT**'S delay or other nonperformance of its obligations hereunder results in the imposition of penalties against the **OWNER** pursuant to the **CONSENT DECREE**, or the **OWNER** otherwise suffers damage as a result of such delay or nonperformance, **CONSULTANT s**hall be solely liable to **OWNER** for any and all such damages, including any costs and attorney's fees.

ACCEPTED BY:

Consultant's Authorized Signature

Date Signed

AUTHORIZED BY:

Owner's Authorized Signature

Date Signed

Two originals of this work order shall be executed by the Consultant and returned to the Owner_____.
A fully executed copy will be returned to the Consultant.

Response to Request for Proposals

Greenbriar 2 Pump Station Replacement
RFP #18-2025

Lexington-Fayette Urban County Government

July 15, 2025







LEXINGTON

Palmer ENGINEERING

LE Gregg ASSOCIATES

Magna ENGINEERS
Electrical • Mechanical • Instrumentation

Palmer ENGINEERING





July 15, 2025

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

RE: RFP #18-2025 Greenbriar 2 Pump Station Replacement

Dear Director,

Palmer Engineering is pleased to submit our Statement of Qualifications and Fee Proposal to provide professional engineering services for the Greenbriar #2 Pump Station (G2PS) Project. We are excited about the opportunity to continue our partnership with the Lexington-Fayette Urban County Government and the Division of Water Quality on another critical wastewater infrastructure project.

Palmer has a long-standing and successful history of delivering wastewater and conveyance design services for LFUCG, including extensive experience within the Remedial Measures Program. Our team has designed numerous pump stations, force mains, and gravity sewer improvements that address sanitary sewer overflows and support long-term capacity and compliance objectives throughout the State of Kentucky. This depth of experience ensures our thorough understanding of the technical, regulatory, and procedural expectations associated with LFUCG projects.

The G2PS project aligns well with Palmer's strengths. We have designed pump station systems to meet Class C standards in accordance with LFUCG's Pump Station Manual and are fully equipped to deliver a solution that reliably accommodates the required 0.75 MGD firm capacity under future condition flows. Our services extend through all project phases—from preliminary design through bidding, construction, and close-out—and we bring an integrated approach that prioritizes cost efficiency, constructability, and system longevity.

One of Palmer's most unique advantages for this project is our role as the design engineer for the KYTC road widening project along Winchester Road—the same corridor in which the proposed pump station will be located. This direct involvement positions us to provide seamless coordination between the two projects, helping to mitigate utility conflicts, minimize disruptions, and streamline construction schedules.

Palmer is committed to delivering high-quality, responsive service backed by our local presence and our deep bench of experienced professionals. We appreciate the opportunity to be considered for the G2PS Project and look forward to continuing our contribution to LFUCG's efforts to enhance public infrastructure, protect water quality, and serve growing communities. Please don't hesitate to reach out with any questions during your review.

Sincerely,

Stephanie Blain, PE, LEED AP
Project Manager

1040 Monarch Street ■ Suite 210 ■ Lexington, KY 40513
Phone: 859-389-9293 ■ Fax: 859-744-1266 ■ E-mail: palmer@palmernet.com ■ Web Site: www.palmernet.com

Company Profile
RFP #18-2025 Greenbriar 2 Pump Station Replacement

Palmer Engineering Company (Palmer), incorporated on February 25, 1969, is a civil/structural engineering, environmental, and surveying consulting firm. Over the past 55 years, Palmer's professional associates have earned clients' respect and trust by consistently delivering solutions-oriented, exemplary service in a responsive and financially accountable manner. As a result, Palmer has successfully completed more than 15,000 projects for approximately 1,000 clients. Departments of Transportation, Local Public Agencies, and Municipalities constitute Palmer's largest business sectors. With headquarters in Winchester, Kentucky, and ten other offices in Lexington, Louisville, and Fort Mitchell, Kentucky; Cincinnati, Columbus and Medina, Ohio; Nashville, Tennessee; Teays Valley, West Virginia; and Orlando and Jacksonville, Florida, the firm over 130 employees, including 45 registered professional engineers, 2 registered structural engineers, 8 registered land surveyors, and 15 engineers-in-training available to provide the highest quality engineering and environmental services.



Company Services

- Sanitary sewer collection systems
- Sanitary sewer treatment systems and pumping stations
- Sanitary sewer facilities planning
- Watershed management planning
- Storm water management with hydrologic and hydraulic analysis
- Public involvement
- Stakeholder engagement and coordination
- Cost estimation and project prioritization
- Environmental services--including EIS writing and coordination, USACE/KDOW
- Permitting, Phase I site assessments, aquatic ecosystems (wetlands, fisheries), highway noise, air quality analysis, socio-economic analysis, and cultural analysis
- Green infrastructure
- Feasibility and comprehensive studies
- Water supply and distribution systems
- Water storage tanks
- Water supply/treatment systems and pumping stations
- Structural inspection and rehabilitation, including fracture critical members of long-span bridges and pier stability/scour analysis
- Surveying services (land and cadastral surveys, horizontal and vertical control for photogrammetry, GIS, GPS)
- Construction layout, management, and inspection
- Corridor studies for other utility systems
- Highway design of streets, arterials, bridges, and culverts
- Site development for building construction
- Instrumentation and settlement analysis
- Pavement design, analysis, and repair/rehabilitation
- Planning reports and capacity analysis of roadways
- Residential and commercial development
- Resident project representation
- Structural design of bridges, piers, and culverts
- Traffic engineering and transportation services--including urban transportation planning and travel demand forecasting, traffic impact analysis, traffic simulations, interchange justification studies, corridor access management, context-sensitive solutions, highway capacity analysis, feasibility studies, advanced planning reports, traffic counting services, and bicycle planning services

Company Commitment and Project Team

Palmer is a multi-discipline engineering firm that offers a variety of personnel to meet the project needs. Palmer's team for this project will be led by *Stephanie Blain, PE, LEED AP,* supported by a team of professionals who have the expertise necessary to complete the design for wastewater system improvements. Palmer has teamed with Magna Engineers, a certified DBE, and LE Gregg to assist with the project's completion. Additional details on the team members are provided on the following pages; however, all work will be completed from the Lexington or Winchester, Kentucky, office locations. All firms that are members of the Palmer Team are locally owned businesses with headquarters in the Bluegrass ADD service area. A proven track record, previous experience with similar projects for LFUCG and other municipalities, connection to the transportation project, and responsiveness make the Palmer Team the ideal candidate for this project.

Project Team & DBE Participation Plan
RFP #18-2025 Greenbriar 2 Pump Station Replacement

The Palmer Team and Project Manager

Palmer Engineering has assembled a highly qualified and experienced team for the Greenbriar #2 Pump Station project, led by **Stephanie Blain, PE, LEED AP,** who will serve as Project Manager. Stephanie brings over 19 years of experience in municipal wastewater projects, including design, coordination, and construction oversight of pump stations, force mains, and sewer system improvements.

Stephanie has successfully managed design activities on numerous projects of similar scope and scale, including previous projects performed under LFUCG's Remedial Measures Program. Her deep familiarity with LFUCG standards, permitting processes, and stakeholder coordination requirements ensures efficient project execution and compliance throughout the entire project lifecycle, from concept to construction. She has led projects involving complex utility coordination, gravity sewer design, and force main routing, and she brings the technical expertise needed to lead this project successfully.

Stephanie is well-versed in LFUCG's Pump Station Manual and applicable design standards, including 10 State Standard protocols, KDOW considerations, and design requirements for Class C Pump Stations. Her attention to detail and methodical approach support quality control and technical precision throughout every phase of the project. She also brings the unique qualification of a KYTC-certified Utility Coordinator, which will assist with the roadway widening project considerations. Stephanie leads the water and sewer review and design section of Palmer's Statewide Utility Coordination contract with KYTC.

As a proven communicator and team leader, Stephanie is recognized for her responsive and proactive project management style. She works closely with clients, regulatory agencies, subconsultants, and contractors to ensure a clear understanding of expectations, timely resolution of issues, and consistent delivery of project milestones. Her familiarity with LFUCG's project delivery process enables her to relay critical information efficiently and maintain alignment among all stakeholders. Stephanie has managed several projects for LFUCG across multiple divisions.

Stephanie serves as a newly appointed Principal and Vice President at Palmer Engineering and leads the firm's Lexington Branch Office. She was named NSPE's National Young Engineer of the Year in 2021 and has held leadership roles in both the Bluegrass Chapter and Kentucky Society of Professional Engineers, reinforcing her dedication to professional excellence and service.

Supporting Stephanie is a multidisciplinary team of Palmer engineers with extensive experience in wastewater collection and conveyance design, construction administration, and resident observation. Our team has contributed to dozens of successful LFUCG projects and is backed by in-house structural, roadway, and utility coordination experts, many of whom are currently engaged on the Winchester Road widening project, providing invaluable insight for coordination with the proposed pump station. Palmer Engineering is currently serving as the design engineer for the KYTC roadway widening project along Winchester Road. That effort is being led by **David Lindeman, PE, PLS**, a senior transportation project manager and former President of Palmer Engineering, with extensive experience in coordinating complex infrastructure improvements within active urban corridors. Our dual involvement in both the roadway and pump station projects places us in a uniquely advantageous position to streamline coordination, avoid conflicts, and reduce construction impacts. This integrated perspective will allow Palmer to anticipate and resolve potential issues early, ensuring that both projects progress efficiently and with minimal disruption to LFUCG's schedule and budget.

Palmer's project team is committed to delivering a reliable, coordinated, and constructible pump station system that meets LFUCG's current needs and future growth objectives.

Project Team & DBE Participation Plan
RFP #18-2025 Greenbriar 2 Pump Station Replacement

The Palmer Subconsultant Team

Palmer has selected two subconsultants to assist with the completion of this project, extending the provided services, increasing expertise in wastewater infrastructure projects, and helping meet the established participation goals for Disadvantaged Business Enterprises. These team members enable the project to be completed with a single point of contact: Project Manager Stephanie Blain. Background information for the subconsultant is provided below. The Palmer Team Organizational Chart and individual resumes for key team members are presented on the following pages.

Geotechnical Subconsultant - LE Gregg Associates

L.E. Gregg Associates, headquartered in Lexington, Kentucky, was founded in 1957 to provide engineering and materials testing services. Originally, the firm's expertise primarily included highway design, construction, and testing. Since then, the firm has become well-known for its geotechnical investigations, materials testing, and special inspections for a variety of markets, including commercial, industrial, and public/municipal facilities. LE Gregg Associates provides the specialized expertise needed to complete a successful project. They pride ourselves in delivering what our clients need, whether taking a simple nuts and bolts approach or using innovative, and cutting-edge technologies to create necessary efficiencies. This has allowed them to complete over 1600 projects in Kentucky in the last five years.

Electrical and Controls Subconsultant - Magna

Magna Engineers is a woman-owned consulting engineering company providing electrical, mechanical, and instrumentation/controls engineering services. Magna was founded in 2011 by a group of mechanical and electrical engineers with a history of collaborating toward a common goal of innovative and solid engineering practices. Magna is based in Lexington and has a branch office in Louisville.

Magna specializes in the design of electrical, instrumentation, and mechanical systems for municipal water and wastewater systems. They are well-versed in the latest industry-specific technologies. Their staff members have completed hundreds of projects for pump stations, treatment plants, and related facilities. They pride ourselves with matching the complexity of the systems we design with the needs of the Owner and their staff, and the overall facility needs. While they continue to build on the learning experiences from our past projects, they approach each design as a unique, customized endeavor, with individual challenges and goals.

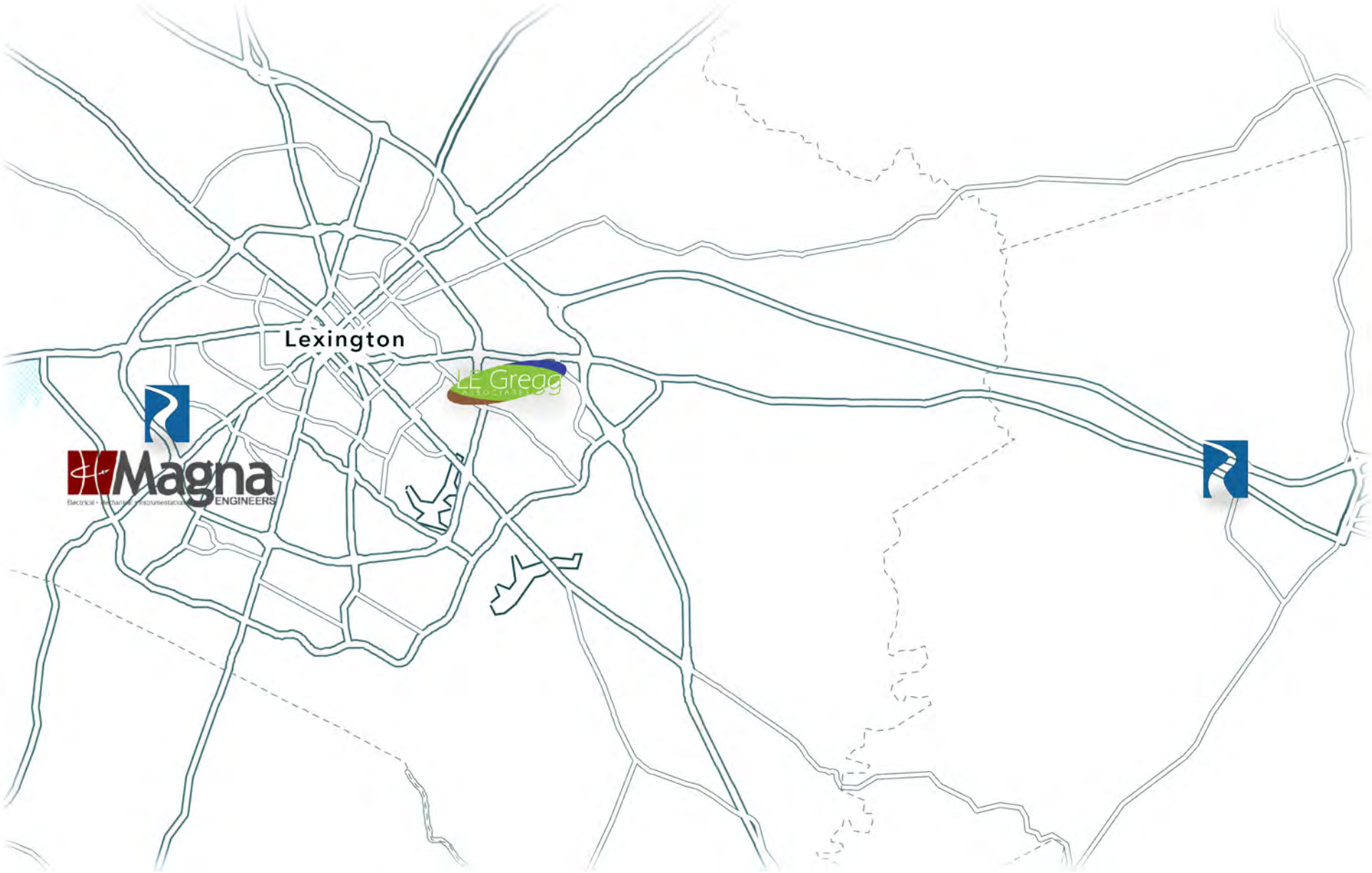
DBE Participation Plan

DBE participation is important to Palmer for several key reasons:

1. **Promotes Diversity and Inclusion:** DBE participation fosters a diverse and inclusive business environment, allowing Palmer to collaborate with a broader range of businesses, reflecting the communities they serve.
2. **Strengthens Partnerships:** By partnering with DBE-certified firms, Palmer can build valuable relationships that enhance innovation, provide unique perspectives, and expand their expertise across different projects.
3. **Meets Regulatory and Contract Goals**
4. **Supports Economic Growth:** Engaging DBE firms helps drive economic growth for small, minority, and women-owned businesses, contributing to a more robust, equitable business ecosystem.

LEXINGTON

Palmer Team Office Location Map
RFP #18-2025 Greenbriar 2 Pump Station Replacement



Palmer ENGINEERING

Project Team Organizational Chart
RFP #18-2025 Greenbriar 2 Pump Station Replacement

LFUCG
RMP Project Manager

Project Manager
Stephanie Blain, PE, LEED AP
(Lexington, KY)

QA/QC
Mike Flynn
(Winchester, KY)

Survey
Kelly Whittington, PLS
Will Graves, EIT, LSIT
(Winchester, KY)

Geotechnical
LE Gregg
Jason Ainslie, PE
Steven Mortimer, PE
(Lexington, KY)

Electrical/Controls
Magna Engineers
T. Michelle Howlett, PE, LEED AP
Dmitriy Radyk
(Lexington, KY)

Construction Administration/ Inspection
John Pike, PE
Erin Remley, EIT
George Garza
(Lexington and Winchester, KY)

Environmental
David Waldner, PE
Robert Oney, CWB
Hunter Waters
(Lexington and Winchester, KY)

Civil/Mechanical
John Pike, PE
Brian Ward, PE, PLS
Hunter Walters
Erin Remley, EIT
(Lexington and Winchester, KY)

KYTC Coordination
David Lindeman, PE, PLS
(Winchester, KY)

All work is proposed to be performed from Lexington or Winchester, Kentucky office locations by the Palmer Team, including work from subconsultants.





Stephanie Blain, PE,LEED AP
Project Manager

Experience
19 years

Office
Lexington, KY

Education
University of Kentucky
BS, Civil Engineering, 2007

Registrations
PE--KY-28304-2011; NC-059024-2024;
OH-91305-2024
LEED AP--2009

Stephanie was named the 2021 NSPE National Young Engineer of the Year after being selected as the Kentucky winner.

Stephanie joined **Palmer Engineering** in 2006 and was named a principal in 2025. As Branch Manager of the Palmer office in Lexington, she serves as Project Manager on various roadway, site development, and municipal design projects. Stephanie is involved in projects from the preliminary planning aspects through construction completion, performing all aspects of design, permitting, coordination, and acquisition. She was named the 2021 National Young Engineer of the Year. Project experience includes:

Silverlake/Lakecrest Pump Station Replacement. Frankfort, KY for FSD - Project Manager for the replacement of the Silverlake Pump Station on the Lakecrest Golf Course. Project includes new pump station, 950 LF of 15-inch gravity sewer from the existing Silverlake Pump Station to the proposed pump station location, and 2,400 LF of 12-inch force main replacement to the discharge manhole. Project is currently in the design phase.

US 60--Western Clark County Sanitary Sewer Project, Clark County, KY for Clark County Sanitation District - Project Manager for developing a Preliminary Engineering Report and assisting in securing funding to extend sanitary sewer service into western Clark County. The aim of the project is to remove two aging package plants and provide opportunities for growth and development in the community. Assisted in securing project funding from multiple sources--a combination of Clark County ARPA funds, Cleaner Water Program Grants, Community Development Block Grant, CWSRF Fund A Loan, and HB 1 Line Item. The project is currently in design and includes design of a 250 GPM and 800 GPM pump stations..

Fort Boone Pump Station, Frankfort, KY for Frankfort Sewer Department - Project Engineer for a pump station relocation and upgrade project due to a recurring Sanitary Sewer Overflow occurring at the existing pump station; project consisted of approximately 1,200 LF of gravity sewer and a new 660 GPM pump station; responsibilities included easement exhibit and legal description preparation.

Plainview Trunk Sewer Phase 1, Lexington Kentucky for LFUCG - Palmer Project Manager for a Remedial Measures Project that includes design and construction of nearly 830 linear feet of new gravity sanitary sewer, composed of both 12-inch and 8-inch diameter PVC and ductile iron pipe, along with the installation of eight new precast concrete manholes. Responsible for leading a feasibility evaluation of multiple alternatives and ultimately determined that an aerial sewer crossing over a concrete-lined stormwater channel would be the most constructible and feasible alternative. Responsibilities also included review and compilation of existing record data, full engineering design and plan development, utility coordination, permitting assistance, support for acquisition of easements, and construction administration. The project is currently under construction.

Walnut Hall and Peach Drive Sanitary Sewer Project, Independence, KY for Sanitation District 1 (SD1) - Project Manager for the proposed gravity sewer and low pressure force main in Independence, KY. The failure of onsite sanitary waste systems in the Walnut Hall and Peach Drive area led to the direct discharge of sewage into local waterways. This project will allow for connection of 41 residential properties to the public wastewater collection system. The proposed gravity line expansion is 8-inch diameter pipe and totals almost 4,000 linear feet. Due to the elevations, the properties along Peach Drive must primarily be served using a low-pressure force main. Responsible for overseeing design and construction, including project permitting.

Mike Flynn
QA/QC



Experience
31 years

Education
DeVry Institute of Technology
BS, Electronic Engineering

Registrations
None

Office
Winchester, KY

Mike served as City Manager for the City of Winchester from June 2020 until June 2024 before joining **Palmer Engineering** in 2025. As City Manager, Mike managed all operations that included Fire, Police, Public Works, Engineering (including Planning and Zoning), Finance and office staff (total approximately 150 personnel). Responsibilities included management of the operation and capital budgets and oversight of all staff. Mike reported to the Winchester City Commission on a bi-weekly basis (Public Meetings) and provided guidance/ recommendations for the Commission to make informed decisions on personnel, policies, capital projects and other pertinent issues impacting City government. He was responsible for preparation, management and oversight of the operation and capital budgets totaling approximately ($24M-$25M).

Notable Infrastructure City of Winchester Projects:
Oversaw planning, design, construction and financing of the Town Branch Stormwater Improvements Project. Project costs totaling approximately $4M.

Managed planning, design, construction including financing for the Main Street High Side Improvements. Project costs total approximately $5M.

Winchester Municipal Utilities (WMU) – General Manger - Mike served as General Manager of Winchester Municipal Utilities (WMU) from November 2010 until April 2019. As General Manager, Mike oversaw all water/sewer/solid waste operations including personnel (80-85 personnel). He was responsible for managing the operation and capital budgets and administering all policies established by the Commission. Mike ensured regulatory compliance with all local, state and federal regulatory agencies including compliance with an Environmental Protection Agency (EPA) Consent Decree. Mike planned for and directed implementation of all capital needs on an annual, five- and ten-year basis.

Brian Ward, PE, PLS
Civil Engineer



Experience
29 years

Education
University of Kentucky
BS, Civil Engineering, 1997

Registrations
PE--KY-22627-2002 and two other states
PLS--KY-3899-2009

Office
Winchester, KY

Brian joined **Palmer Engineering** in 1998 and was named a principal and vice president in 2016; Brian specializes in pump station hydraulics and will lead that portion of the project. Project experience includes:

Fort Boone Pump Station and Force Main, Frankfort, KY for Frankfort Sewer Department - Project Manager / Engineer in Charge for the design, hydraulic modeling/calculations, bidding, construction administration, inspection, record drawings, and project closeout of the relocated 700 GPM pump station. The project included approximately 1,200 LF of new 8-inch sanitary force main within existing streets, multiple utility conflict mitigation, and decommissioning/ demolition of existing pump station. The project was complicated by the initial contractor failing to complete the work, an unknown gas line, changes in anticipated flows to the proposed pump station and a historic flood in spring 2025. Currently leading redesign efforts to raise pump station above new historic flood water elevations from the recent event.

Silverlake/Lakecrest Pump Station Replacement, Frankfort, KY for FSD - Principal-in-Charge for the replacement of the Silverlake Pump Station on the Lakecrest Golf Course. Project includes new pump station, 950 LF of 15-inch gravity sewer from the existing Silverlake Pump Station to the proposed pump station location, and 2,400 LF of 12-inch force main replacement to the discharge manhole. Project is currently in the design phase.

Flanagan-Madison Outfall Sewer Project, Winchester, KY for Winchester Municipal Utilities - Project Manager for the Ft. Estill Pump Station force main realignment and Flanagan-Madison Outfall gravity sanitary sewer alignment. Work was completed under a sub-contract to Bell Engineering. Provided oversight for all design services for the force main realignment that included force main layout and profiling; hydraulic analysis of pump station operation before and after relocation of force main; and technical memorandum.

Jason Ainslie, PE
Geotechnical Engineer



Experience
25 years

Education
University of Missouri
BS, Geological Engineering, 1999

Registrations
PE--KY-23677 and 21 other states

Office
Lexington, KY

James Ainslie currently serves as President and Principal Engineer at **L.E. Gregg Associates,** where he has led the firm's geotechnical engineering services and overall operations since 2011. Prior to this role, he worked as a Project Engineer with Patriot Engineering and Environmental from 2005 to 2011, providing geotechnical and environmental engineering support on a variety of development projects. He began his career as a Project Engineer at American Engineers, Inc. from 2000 to 2005, performing geotechnical investigations and analyses for transportation and site development projects.

Central Kentucky Regional Business Park, Scott County, KY - Directed geotechnical investigations and Phase I Environmental Site Assessments for a 504-acre industrial park. Identified and addressed subsurface hazards including sinkholes, expansive soils, and shallow bedrock. Provided detailed recommendations to support efficient site grading, foundation design, and long-term performance of industrial facilities.

Richmond Sportsplex, Madison County, KY - Led geotechnical design and grading support for a 280-acre athletic complex. Conducted settlement analysis and developed mitigation strategies for problematic soils. Oversaw recommendations for the removal of over 45,000 cubic yards of rock and coordinated solutions to ensure stable subgrades for sports fields, parking, and supporting infrastructure.h extensive grading, 45,000 CY of rock removal, and settlement challenges.

Homes Inc. Disaster Resilience Housing, Letcher County, KY - Performed site selection evaluations and geotechnical design services for flood-relief housing developments. Evaluated multiple candidate sites, identifying stable, buildable areas, and provided recommendations to mitigate flood and slope stability risks for long-term residential use.

Skyview Estates, Perry County, KY - Managed geotechnical investigations for a 204-lot residential subdivision on challenging former mining land. Evaluated uncontrolled fill conditions, settlement risks, and slope stability concerns. Delivered practical design solutions to allow safe development and construction of homes and infrastructure.

Michelle Howlett, PE, LEED AP
Electrical Engineer



Experience
34 years

Education
University of Kentucky
BS, Electrical Engineering, 1990

Registrations
PE--KY-19856 and 3 other states
LEED AP

Office
Lexington, KY

Ms. Howlett has 34 years of experience as project manager and electrical engineer for a broad array of projects up to $270M in scope. Ms. Howlett has experience with projects using design-bid-build, design-build, and construction management delivery methods. Ms. Howlett's technical areas of expertise include low and medium voltage power distribution, communications systems including fiber optic systems and wireless, fire alarm systems, power quality, security systems, closed circuit video, lighting systems, supervisory control and data acquisition systems, control systems, and instrumentation.

Rowan Pump Station, Louisville, KY – Instrumentation engineer for a 50 MGD pump station which provides dewatering for the Ohio River Tunnel. The tunnel provides storage and conveyance for combined sewer wet weather events. The pump station includes a 200 ft. deep wetwell, with 10 variable speed submersible dewatering pumps and two grit pumps. PLC based controls are used for flow and level control and monitoring.

Southwestern Parkway CSO Storage Basin, Louisville, KY - Electrical and instrumentation engineer for a new 30M gallon wet weather holding facility with 20 MGD pump station for Louisville MSD. The project includes multiple diversion structures, storage basin, pump station with five variable speed dewatering pumps and two sump pumps, and washdown systems. The design includes various instrumentation and controls including multiple PLC panels, flow and level monitoring, and standby power system. The project was constructed using a progressive design build delivery method.

Influent Pump Station Improvements, Cedar Creek Water Quality Treatment Center, Louisville, KY – Electrical and instrumentation engineer for upgrades to the existing influent pump station, including new variable frequency drives for 6-130 hp submersible pumps.

Deep Springs Wastewater Pump Station, Lexington KY – Electrical and instrumentation for a new wastewater pump station which replaces an existing pump station in a residential area. The project includes variable frequency drives, level control system, standby power, and telemetry.

John Pike
Civil Engineer



Experience
4 years

Education
University of Kentucky
MS, Civil Engineering – Water Resources, 2021
BS, Civil Engineering, 2019

Registrations
KY-40237-2024

Office
Lexington, KY

John joined **Palmer Engineering** in 2021 after graduation from University of Kentucky. His graduate studies included the successful defense of his thesis "Investigation of Nitrate Transfer in Karst Basins during Storm Events Using Submersible Underwater Nutrient Analyzers." John immediately followed his passion for water resources at Palmer with quick mastery of stormwater drainage design with Autodesk Storm and Sanitary Analysis and PCSWMM software. John has broad experience in site development projects from the preliminary planning aspects through construction completion, performing all aspects of design and permitting. Project experience includes:

Walnut Hall and Peach Drive Sanitary Sewer Project, Kenton County, Independence, KY for Sanitation District 1 (SD1) - Project Engineer for the proposed gravity sewer and low pressure force main in Independence, KY. The failure of onsite sanitary waste systems in the Walnut Hall and Peach Drive area led to the direct discharge of sewage into local waterways. This project will allow for connection of 41 residential properties to the public wastewater collection system. The proposed gravity line expansion is 8-inch diameter pipe and totals almost 4,000 linear feet. Due to the elevations, the properties along Peach Drive must primarily be served using a low-pressure force main. Served as primary designer on the project.

Licking River Siphon Conveyance, Campbell County, KY for SD1 - Project Engineer for the up-sizing of approximately 6,450 linear feet of pipe through a challenging corridor of steep slopes and through a conservation easement. Responsible for shop drawing review and construction modifications to design documents as required due to coordination with Northern Kentucky Water District. Reviewed multiple alternative alignments to minimize impacts and reduce stakeholder concerns.

George Garza
Construction Inspection



Experience
36 years

Education
South Louisiana Vo-Tech Institute
Diploma--Drafting and Design Technology; Computer Aided Drafting, 1989

Registrations
None

Office
Winchester, KY

George joined **Palmer Engineering** in July 2023. He is responsible for contacting and coordinating with all utility companies that affect specific projects awarded to Palmer Engineering to spearhead those duties throughout Kentucky. George develops working lines of communications with each utility company involved, establishes timelines, and highlights potential conflicts that may impact each company's design stages prior to letting dates for beginning construction. Project experience includes:

Fort Boone Pump Station and Force Main, Frankfort, KY for Frankfort Sewer Department - Project Utility Coordinator and Construction Administrator; Performed on-site field inspection, maintain as-built records of any variations from proposed design drawings. Maintain and supply daily record logs and reports of material and contractor equipment used and submit for Client review and approval. The project included approximately 1,200 LF of new 8" sanitary force main within existing streets, multiple utility conflict mitigation, and decommissioning/demolition of existing pump station.

Wathen Lane Roadway Improvements and Utility Relocations, Henderson County, KY for City of Henderson - The project involves construction of a two-lane typical roadway section, which includes two 11-foot lanes and 8-foot-wide multi-use path on the west side from US 60 to the City limits. The roadway improvements span approximately 1.4 miles and upgrade the existing rural section to an urban facility with bicycle and pedestrian facilities. Responsible for daily construction inspection and being the point of contact between the Contractor and the City. Oversaw installation of roadway improvements, drainage infrastructure and utility relocations, including 6,500 linear feet of 8" water main replacement and 5,800 linear feet of 4" gas main replacement.

Western Clark County Sanitary Sewer Improvements
Winchester, Clark County, Kentucky

Project Manager
Stephanie Blain, PE, LEED AP

Team Members
Brian Ward, PE, PLS
John Pike, PE
Craig Palmer, PLS
Kelly Whittington, PLS

Agency / Client Contact
Clark County Sanitation District
Chris Davis, Chairman
magistratechrisdavis@gmail.com
859-437-0083

Dates
2020-Present

Anticipated Project Cost
$11,000,000

Project Elements

Preliminary Engineering Report
Funding Coordination
Topographic Survey
Easement Documentation
Pump Station Design
Force Main Design

Project Description

Palmer Engineering was initially selected to assist with this project in 2020. At that time, no funding was available, and the goal was to prepare a Preliminary Engineering report for decommissioning the two-package Wastewater Treatment Plant (WWTP) and allow for development to expand into Clark County. Over the course of the next four years, Palmer and the Blue Grass Area Development District (BGADD) assisted the Clark County Sanitation District with obtaining over $8,500,000 in funding, with an additional $7,000,000 pending.



The funding sources for this project include:
- American Rescue Plan Act (ARPA)
- Cleaner Water Program
- Community Development Block Grant
- Appalachian Regional Commission
- Kentucky HB1 Budget Line Item

Pending funding sources include:
- KIA Clean Water State Revolving Fund
- Federal Budget Line Item

The project includes installation of a new force main sanitary sewer to connect Yorktowne Mobile Estates Association (Yorktowne), Verna Hills Neighborhood Association (Verna Hills), and future potential commercial and residential development to the existing WMU Strodes Creek WWTP. Both Yorktowne and Verna Hills are currently utilizing aging package WWTP for sewage treatment. The proposed improvements include:
- Decommissioning of the Yorktowne package wastewater treatment plant
- Construction of a new 250 GPM pump station at Yorktowne
- Construction of a 6-inch force main (approximately 13,000 LF) from the new pump station at Yorktowne to the location of the existing WMU Rockwell Road Pump Station
- Construction of new approximately 2,300 LF of new gravity sewer from location of the existing WMU Rockwell Road Pump Station to new pump station south of RJ Corman Railroad
- Construction of new 800 GPM pump station south of RJ Corman Railroad
- Construction of approximately 12,500 LF of new force main from new pump station south of RJ Corman Railroad to the existing WMU Strodes Creek WWTP

The Preliminary Engineering Report and Preliminary Design have been completed Palmer has assisted the Clark County Sanitation District and Winchester Municipal Utilities (WMU) in obtaining conditional approval of an inter-jurisdictional agreement for WMU to accept the system after construction completion. Palmer is currently working on detailed design with construction planned to begin at the end of 2025.

Plainview Trunk Sewer Phase 1

Lexington, Fayette County, Kentucky

Project Manager
Stephanie Blain PE, LEED AP

Team Members
Stephanie Blain, PE, LEED AP
Erin Remley, EIT
John Pike, PE
Hunter Walters

Agency / Client Contact
LFUCG DWQ
Robert Peterson, PE
859.425.2438
rpeterson@lexingtonky.gov

Dates
2021-Present

Anticipated Construction Cost
$1,635,000

Project Elements

Sanitary Sewer Design
SSO Elimination
Construction Administration
Innovative Design Alternatives

Project Description

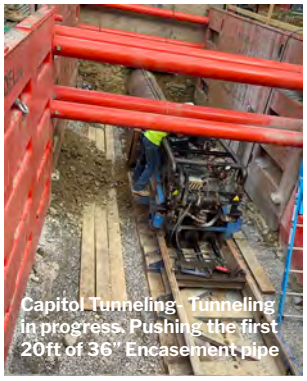
Palmer Engineering was selected as a key member of a team of engineering consultants, in partnership with PRIME AE, for the West Hickman Sewershed Basin Program. This initiative, led by the Lexington-Fayette Urban County Government (LFUCG), is a critical part of the community's response to chronic sanitary sewer overflows and is a component of the larger Remedial Measures Program mandated under the U.S. Environmental Protection Agency's (EPA) Consent Decree. Within the basin, one of the projects identified for capacity improvements was the Plainview Trunk Sewer Replacement Phase 1, a project aimed at relieving surcharge conditions and preventing future overflows.


LAGCO- bore pit Excavation progress

Palmer's contract encompasses comprehensive professional engineering services as well as construction administration responsibilities. The scope of work includes the design and construction of nearly 830 linear feet of new gravity sanitary sewer, composed of both 12-inch and 8-inch diameter PVC and ductile iron pipe, along with the installation of eight new precast concrete manholes. A significant portion of the alignment lies in the rear yards of existing residential properties, requiring careful coordination to minimize disruption to property owners. Additionally, a critical segment of the project involves tunneling beneath KY-4 (New Circle Road), a major state-maintained urban corridor with heavy daily traffic volumes.


LAGCO- hammering rocks in progress at the bore pit

Palmer was responsible for evaluating and implementing innovative design solutions to connect the new sewer infrastructure to the existing system while avoiding conflicts with a dense network of underground utilities and minimizing environmental impacts. One of the most complex challenges of the project involved the crossing of KY-4, where the existing sewer line was previously routed through an active stormwater culvert—a situation deemed unsustainable and undesirable by both KYTC District 7 and LFUCG. Palmer led a feasibility evaluation of multiple alternatives and ultimately determined that an aerial sewer crossing over a concrete-lined stormwater channel would be the most constructible and feasible.


Capitol Tunneling- Tunneling in progress. Pushing the first 20ft of 36" Encasement pipe

As the lead design consultant on this phase, Palmer's responsibilities included review and compilation of existing record data, full engineering design and plan development, geotechnical investigation management, hydraulic and structural analysis, utility coordination, permitting assistance, and support for the acquisition of temporary and permanent easements. Palmer also prepared the bid documents and is currently providing ongoing construction administration services. These services include submittal reviews, responses to Requests for Information (RFIs), review of contractor pay applications, and leadership of monthly construction progress meetings.

Pump Station and Force Main Projects
Franklin and Clark Counties, KY

Project Manager
Brian Ward, PE, PLS

Team Members
Stephanie Blain, PE, LEED AP
Brian Ward, PE, PLS
John Pike, PE
Craig Palmer, PLS
James Mayo, PLS

Agency / Client Contact
Frankfort Sewer Department (FSD)
Kenny Hogsten
502-875-2448
khogsten@frankfort.ky.gov

Winchester Municipal Utilities (WMU)
Kyle Raney, General Manager
kyle.raney@wmutilities.com

Dates
2013-Present

Anticipated Construction Cost
$2,500,000

Project Elements

Pump Station Design
Preliminary Engineering Report
Force Main Manifold and Design
Easement Acquisition
Topographic Survey

Project Description

Silverlake/Lakecrest Pump Station Replacement

This project involves the replacement of the Silverlake Pump Station on the Lakecrest Golf Course. The existing Silverlake Pump Station is a reoccurring sanitary sewer overflow in the FSD system. Initially the project aimed to replace the pump station in place, but negotiations with the property owner were not successful. Palmer then presented FSD with an alternative evaluation analysis and the current option of replacement on the Lakecrest Golf Course was determined to be the preference due to costs and limited easement acquisition. The project includes a new pump station, 950 LF of 15-inch gravity sewer from the existing Silverlake Pump Station to the proposed pump station location, and 2,400 LF of 12-inch force main replacement to the discharge manhole.


Existing Silverlake Pump Station

The project required extensive coordination with Franklin County to place the new pump station on the County Golf Course. Palmer was responsible for all survey, easement document preparation, civil/site design, and process design. Palmer led the coordination with the electrical engineer and geotechnical engineer to provide a single point of contact for FSD. The project is expected to go to construction by the end of 2025..

Design of the project has been put on hold while Frankfort focuses to complete other projects under construction and deal with the aftermath of the April 2025 flooding event.

Flanagan - Madison Outfall Sewer Project

The Palmer is a sub-consultant to Bell Engineering for the Ft. Estill Pump Station force main realignment and Flanagan-Madison Outfall gravity sanitary sewer alignment. Design services for the Ft. Estill Pump Station force main realignment include force main layout and profiling; hydraulic analysis of pump station operation before and after relocation of force main; and technical memorandum. Palmer analyzed two construction options:

Extend the existing 6-inch PVC force main to an existing gravity sewer; and
Remove and replace the existing 6-inch force main with a 8-inch PVC force main, extending it to the gravity sewer.

Ultimately, the replacement option was recommended. Palmer is also responsible for negotiating easements for the entire Flanagan - Madison gravity sewer alignment, including establishing location of necessary easements, exhibit preparation, legal description preparation, and contacting property owners. Approximately 17 impacted parcels requiring easement negotiations are included. The project is being partially funded by the Cleaner Water Program Grant.

Fort Boone Pump Station Replacement

Franklin County, Kentucky

Project Manager
Brian Ward, PE, PLS

Team Members
Stephanie Blain, PE, LEED AP
Brian Ward, PE, PLS
George Garza
Ryan Turner

Agency / Client Contact
Frankfort Sewer Department
Michael Hesse
502-352-2012
mhesse@frankfort.ky.gov

Dates
2009-Present

Construction Cost
$1,528,000

Project Elements

Sanitary Sewer Overflow
Pump Station Design
Gravity Sewer Design
Preliminary Engineering Report
Pump Station Elimination
Force Main Manifold

Project Description





This project consisted of relocating the Fort Boone Pump Station and upgrading capacity. The existing Fort Boone Pump Station was a recurring Sanitary Sewer Overflow and an aging pump station. This project included relocating the pump station downstream to allow for the future elimination of three additional private pump stations. Additionally, the pump station was increased in size (660 gpm) to accommodate the additional flow and to account for Inflow and Infiltration. To evaluate three primary options, a Preliminary Engineering Report was completed to determine the optimum solution for Frankfort Sewer Department (FSD). The three alternatives evaluated the sewershed for each possible location of the new pump station, the capital cost, operational cost, and the overall effect of the collection system capacity.

Working closely with Buffalo Trace Distillery during the design process, it was determined that one property was under contract to be purchased; and by change of use, two of the pump stations would be decommissioned. This information significantly changed the cost effectiveness of the project, resulting in substantive change in the project approach.

Coordination was required with multiple property owners, including Buffalo Trace Distillery. Buffalo Trace Distillery owned and operated two pump stations that utilized a common force main. Through coordination with Buffalo Trace Distillery, FSD was able to utilize the existing force main owned by the distillery. FSD took ownership and responsibility for maintenance of this portion of the force main. This strategy saved the FSD capital construction costs and reduced the maintenance and operational costs for Buffalo Trace Distillery.

Initial engineering fees were $60,700. The project was delayed due to an unknown gas line in the project area that was discovered during construction. The gas line was not known by the gas utility owner and required extensive coordination. During the process of resolving the gas conflict, the Contractor moved off site and refused to finish the work.

The initial bid for the project in 2015 was $545,000. Palmer assisted in redesign and rebid of the project. Due to Owner requested changes and inflation, the rebid came in at $983,000 in 2023. The project is currently under construction and Palmer is providing all the of the Construction Inspection and Administration Services. Frankfort, Kentucky experienced an historic flooding evening in April of 2025. In the area of the project, floodwaters reached levels higher than anything previously recorded. Due to concern for a similar event happening again, the project is being modified to raise the elevation of some components to be higher than levels of the recent flooding event.

UK Trunk Sewer C, D, and E
Fayette County, KY

Team Members
Stephanie Blain, PE, LEED AP
Brian Ward, PE, PLS

Agency / Client Contact
LFUCG
Robert Peterson, PE
Division of Water Quality
859.425.2438
rpeterson@lexingtonky.gov

Dates
2017-2022

Project Elements
Gravity Sewer Design
Trunk Sewer
Property Owner Coordination
Remedial Measures Project



Project Description



In accordance with the Consent Decree, LFUCG Division of Water Quality (DWQ) was required to construct UK Trunk Sewers C, D, and E as outlined in the Remedial Measures Plan. Palmer Engineering, and sub-consultants, were selected by DWQ to design these trunk sewers. The project is located in a very urban portion of Lexington, part of which is in the heart the University of Kentucky campus. The project was proposed to begin on Chair Avenue and extend all the way to High Street. A majority of the sewer waslocated in the street right-of-way of Chair Avenue, Oliver Lewis Way, Bolivar Street, S. Upper Street, Avenue of Champions, Rose Street, and Euclid Avenue. The only exception to this being a portion of the sewer to be constructed within sanitary easement on the University of Kentucky's campus along Winslow St.

The project is thought to be one of the more difficult line-work projects in the Remedial Measures Plan because of the impacts it will have on traffic during construction. Due to the anticipated traffic implications, several options were evaluated by the design team to balance construction costs versus impacts. These options included a traditional dig and replace gravity sewer approach; a micro-tunneling approach; and the installation of a new pump station and force main. Palmer Engineering provided preliminary cost estimates for the various alternatives as well as preliminary analysis of estimated size and duration of street closures. Ultimately, DWQ selected the traditional dig and replace option.

The UK Trunk C, D, and E project consist of approximately 205 linear feet of 8-inch sanitary pipe, 71 linear feet 10-inch sanitary pipe, 94 linear feet of 12-inch sanitary pipe, 25 linear feet of 15-inch sanitary pipe, 80 linear feet of 18-inch sanitary pipe, 4,208 linear feet of 21-inch sanitary pipe, 1,822 linear feet of 24-inch sanitary pipe, 1,898 linear feet of 27-inch sanitary pipe, 595 linear feet of 30-inch sanitary pipe, and 67 manholes ranging between 4 and 6 feet in diameter. Final design is complete and the project was advertised for bid on September 26, 2019. The scope of work for this project includes:

- Site Evaluation and Tree Survey
- Preliminary Design Plan and Profile
- Topographic Survey
- Property Line Verification
- Rock Soundings
- Alternative Evaluation
- Maintenance of Traffic Evaluation
- Construction Plans
- Project Specifications
- Stormwater Pollution Prevention Plan
- Estimation of Probable Cost
- Easement Acquisition Assistance
- Bidding Assistance
- Construction Administration
- Record Drawings

LEXINGTON

Fee Sheet
RFP #18-2025 Greenbriar 2 Pump Station Replacement

Palmer Engineering's proposed fee has been carefully developed to reflect the full scope of services required for the Greenbriar #2 Pump Station project, including design, bidding support, construction administration, and resident observation. The level of effort allocated to each task is based on our detailed understanding of LFUCG's expectations, applicable standards, an the complexities of delivering a new pump station and associated infrastructure within an active corridor. Each task-specific budget takes into account the anticipated level of coordination, technical work, and quality control required to meet project objectives and regulatory requirements.

Our familiarity with LFUCG's processes--particularly within the context of the Remedial Measures Program--and our direct involvement in the adjacent KYTC Winchester Road widening project have informed a realistic and responsive fee structure. We have accounted for the level of detail required in both the preliminary and final design phases, as well as utility coordination, environmental considerations, and the close integration with ongoing roadway improvements. This fee represents a commitment to deliver a complete, coordinated, and constructible design while maintaining schedule, supporting effective communication, and providing value throughout all phases of project delivery.

Palmer ENGINEERING

Scope of Work	Anticipated Hours	Sub Consultant Fee
Site Evaluation - Tree Survey		$ 1,500.00
Field Survey	24	
Prepare Topographic Survey	20	
Deed Research	16	
Location of Underground Utilities Allowance		$ 15,000.00
30% Design Plans and Estimate	128	$ 1,140.00
Meetings	30	
Phase II - Geotechnical Exploration Allowance		$ 25,000.00
Prepare Contract Documents	180	$ 8,700.00
Prepare Erosion Control Plans and SWPPP	66	
Prepare Maintenance of Traffic Plans (MOT)	44	
KDOW, USACE, & KYTC Permitting	100	
Prepare Project Specific Notes	24	
Complete Bid Proposal Form & Specifications	44	
Prepare Final Opinion of Probable Construction Costs	40	
Final Review Meeting	19	
Utility Coordination	62	
Project Design Meetings	52	
Final Contract Document Preparation	84	
Easement Acquisition (5 easements estimated)	65	
Coordination with Lynn Imaging & Plan Upload	12	
Pre-Bid Conference Preparation & Coordination	18	
Respond to Bidder, Vendor, & Sub-Contractor Questions	20	$ 710.00
Prepare Addenda	12	
Attend Bid Opening, Bid Review, & Award Recommendation	12	
Pre-Construction Conference Preparation & Coordination	26	
Construction Administration	240	$ 3,500.00
Record Survey/Prepare Record Drawings	56	
Project Closeout	118	

Fee Proposal
G2PS Project

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	$1,500	Town Branch Tree Experts, Inc.
Task 2: Preliminary Design and Field Evaluation	$ 39,910	Palmer Engineering Magna Engineers
Task 3: Final Design	$119,885	Palmer Engineering Magna Engineers
Task 4: Easement Acquisition (assume 5 easements) ($ 2,165 /easement)	$10,825	Palmer Engineering
Task 5: Services During Bidding	$13,080	Palmer Engineering Magna Engineers
Task 6: Services During Construction (Assume 12 months)	$80,530	Palmer Engineering Magna Engineers
Task 7: Resident Project Representative (assume 12 months at $ 16,000 / month)	$192,000	Palmer Engineering
Allowance: Location of Underground Utilities	**$15,000**	
Allowance: Geotechnical Investigations	**$25,000**	LE Gregg Associates
TOTAL LUMP SUM FEE	$497,530	

"" – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.*

Project Manager (Name) Stephanie Blain

Project Manager Office Address 1040 Monarch Street, Suite 210, Lexington, KY

Signed: _____

Title: President

Firm: Palmer Engineering

Date: 07/15/2025

All fees are Lump Sum for the G2PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave. ***Notice to Proceed will be issued after 7/1/2025.***

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #1

RFP Number: #18-2025

Date: June 13, 2025

Subject: Greenbriar 2 Pump Station Improvements

Address inquiries to:
Brian Marcum
(859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal deadline will be July 11, 2025 at 2:00 PM EST electronically in Ionwave.

Todd Slatin

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Palmer Engineering

ADDRESS: 1040 Monarch Street, Suite 210 Lexington, KY 40513

SIGNATURE OF BIDDER: _____

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
PROCUREMENT

ADDENDUM #2

RFP Number: 18-2025

Date: July 8, 2025

Subject: Greenbriar 2 Pump Station Improvements

Address inquiries to:
Brian Marcum
(859) 258-3320
brianm@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

The RFP submittal deadline will be July 15, 2025 at 2:00 PM EST electronically in Ionwave.

Under Task 3, Final Design, it states, "The Design Consultant will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings." Does LFUCG have information available for the consultant on the location of any active service laterals?

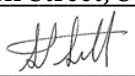
'It is not anticipated that the project will include lateral reconnections, but LFUCG will share available lateral information to the awarded design engineer to confirm during design.'

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Palmer Engineering

ADDRESS: 1040 Monarch Street, Suite 210 Lexington, KY 40513

SIGNATURE OF BIDDER: 

AFFIDAVIT

Comes the Affiant, Stephen Sewell, PE, PTOE, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Stephen Sewell, PE, PTOE and he/she is the individual submitting the proposal or is the authorized representative of Palmer Engineering, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Clark

The foregoing instrument was subscribed, sworn to and acknowledged before me by Stephen Sewell, PE, PTOE on this the 14th day of July, 2025.

My Commission expires: 02/02/2029

KYNP22859
NOTARY PUBLIC, STATE AT LARGE

MELODEE M. CAUDILL NOTARY PUBLIC STATE AT LARGE, KENTUCKY Comm. No. KYNP22859 My Comm. Exp. 02/02/2029

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature	Palmer Engineering *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: Palmer Engineering

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators	9	7	2													7	2
Professionals	60	50	9											1		51	9
Superintendents																	
Supervisors	11	10	1													10	1
Foremen																	
Technicians	46	32	10		1					3						35	11
Protective Service																	
Para-Professionals																	
Office/Clerical	8		8														8
Skilled Craft																	
Service/Maintenance																	
Total:	134	99	30		1					3				1		103	31

Prepared by: Jennifer Leslie - HR & Benefits Administrator **Date:** 07 / 14 / 25

(Name and Title)

Revised 2015-Dec-15

Firm Submitting Proposal: Palmer Engineering

Complete Address: 1040 Monarch Street, Ste 210, Lexington, KY 40513
Street City Zip

Contact Name: Stephen Sewell Title: President and CEO

Telephone Number: 859-389-9293 Fax Number: 859-744-1266

Email address: ssewell@palmernet.com

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 18-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Magne Engineers Michelle Howlett 861 Corporate Dr., Ste 210 Lexington, KY 40503 859-309-2990 mhowlett@magnaengineers.com	DBE/WBE	Electrical and Controls Engineering	$14,050	2.8%
2.				
3.				
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Palmer Engineering
Company

07/14/25
Date

Company Representative

President and CEO
Title

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	Palmer Engineering	**Date:**	07/14/2025
Project Name:	reen riar 2 Pump Station Rep.	**Project Number:**	18-2025
Contact Name:	Stephen Sewell, PE, PTOE	**Telephone:**	859-389-9293
Email:	ssewell@palmernet.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☒

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Magna Engineers

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☒ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.

☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.

☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.

☐ Bidder sponsored an Economic Inclusion Outreach event.

☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.

☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.

☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.

☒ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.

☒ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.

☒ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Emailed Michelle Howelett on 6/23/2025

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Palmer Engineering	
Company	**Company Representative**
07/14/2025	President and CEO
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

07/14/2025
Date

AFFIRMATIVE ACTION

POLICY STATEMENT

It is the policy of Palmer Engineering Company (PEC) to support and promote equal employment opportunity. As president and CEO of PEC, I am committed to a hiring and promotion program that assures all qualified persons without regard to race, color, religion, sex (includes sexual harassment), national origin, disability, age (40 years or more) and veteran status (Vietnam Era, Desert Storm/Shield or disabled) the opportunity for work and advancement. Further, I totally support and defend the Affirmative Action Plan of this company.

Stephen Sewell, President

January 2, 2025

January 2, 1986
Revised/Updated January 2, 2025

PALMER ENGINEERING COMPANY AFFIRMATIVE ACTION PLAN

The following Affirmative Action Plan has been adopted by our company to take affirmative action to afford Equal Employment Opportunity to any and all qualified persons without regard to race, religion, sex, color, handicap, veteran, or national origin.

1. The purpose of this Affirmative Action Program is to comply with Executive Order No. 11246 regarding direct Government Contracts. All personnel having responsibility for hiring, promoting, laying off or disciplining employees will read and be familiar with this Affirmative Action Plan.

2. The Equal Employment Opportunity responsibility is designated to Jennifer Lisle, who for the purpose of this plan, will be this company's Equal Employment Opportunity Officer, and is charged with the responsibility of securing compliance and advising corporate officials of progress.

3. The provisions of the Specifications concerning EEO will be revised annually by the EEO Officer to insure that the requirements are met and receive proper attention.

4. When work has commenced on a new project, the following shall be done:

   A. The project manager will be informed on EEO matters concerning the particular project by the EEO Officer. This may also be done after a contract is received, before the new project starts.

   B. Necessary steps will be taken to insure that provisions are incorporated in applicable subcontracts as outlined in "Contractor's Agreement", Section 202, Paragraph 1 thru 7, Executive Order No. 11246.

   C. Each subcontractor will be furnished a copy of this Affirmative Action Plan and our EEO policy. They will be requested in writing to acknowledge to this company in writing that they understand our Policy, and their obligations to take affirmative action.

D. Project managers and all supervisory personnel who employ or cause to be employed, to include field office personnel, will be asked to endorse a copy of this Policy and the Program as outlined herein to the effect that they have read same, and that they understand its contents, and that same will be complied with regarding matters within their control.

E. Other organizations or works with whom we have agreements or understandings will be advised of the respective project and will be asked, in writing to advise this company in writing whether or not their policies and practices are consistent with these requirements. If a negative reply is received, and all other attempts to negotiate have failed, the matter will then be taken up with the proper Federal, State, or Local Authorities for further compliance and/or ruling.

F. A copy of both the Policy and Program will be posted on the bulletin board where it will be viewed easily by all employees, and applicants for employment.

G. An EEO poster will be posted on the bulletin board.

5. Project managers and the EEO Officer shall review and discuss composition of on-site employment with supervisors to indicate that this is the desire of management to carry out its Policy and Program. This subject will also be a topic for discussion regularly in job meetings of supervisory personnel.

6. Where applicable, it will be made known publicly that applications for employment are desired of all qualified persons regardless of race, religion, sex, color, handicap, veteran, or national origin.

7. Only recruitment sources, which state in writing that they acknowledge our EEO Policy and refer on that basis, will be used.

8. All notices in newspapers, etc., for prospective employees will contain the phrase "Equal Opportunity Employer".

9. This company is committed to the inclusion of non-discriminatory provisions on agreements, and that workmen will be referred hereunder without regard to race, religion, sex, color, handicap, veteran, or national origin.

10. Capable unskilled or semi-skilled workmen are to be upgraded to skilled or semi-skilled positions without regard to race, religion, sex, color, handicap, veteran, or national origin.

11. Interviews with prospective employees, subcontractors, and Joint Ventures will be made without regard to race, religion, sex, color, handicap, veteran, or national origin.

12. An immediate re-evaluation of qualifications of lower echelon minority groups will be made to insure equal consideration for job progression based on standards and qualifications which should be no higher or no lower than those established for any other group.

13. The company will insure that all services and benefits offered by this company will be made available to all employees regardless of race, religion, sex, color, handicap, veteran, or national origin.

14. The EEO Officer will periodically review all employment records of all employees in order to assure promotion and advance without regard to race, religion, sex, color, handicap, veteran, or national origin.

15. Discharge of employees for cause, ability or work performance shall not be influenced by an employee's race, religion, sex, color, handicap, veteran, or national origin. Layoffs due to lack of work shall not be based on race, religion, sex, color, handicap, veteran, or national origin.

PALMER ENGINEERING COMPANY



Stephen Sewell, President

January 2, 1979
Revised January 2, 2025

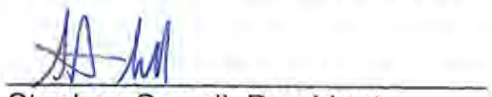
NOTICE

Jennifer Lisle, Chief Financial Officer, is hereby re-appointed Equal Employment Opportunity Officer.

Anyone who feels he or she has been discriminated against for any reason shall report the infraction to Ms. Lisle, who shall process the claim in accordance with rules and regulations as established by Secretary of Labor and Executive Order No. 11246, September 24, 1965.

Said notice to be posted on employee's bulletin board.

PALMER ENGINEERING COMPANY



Stephen Sewell, President

Palmer ENGINEERING

1040 Monarch Street, Suite 210
Lexington, KY 40513
859-389-9293
www.palmernet.com

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #18-2025 Greenbriar 2 Pump Station Replacement** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **June 27, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals.

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;

(2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;

(3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and

(4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers'

representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

"KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2)

submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

See the proposal requirements section for scoring criteria.	

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions regarding this RFP shall be addressed through: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of_____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination

in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	**Total**	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		**Total**	
		M	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**	**M**	**F**
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____Date: _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference #_____

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

_____ _____
Company **Company Representative**

_____ _____
Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work

on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

> **<u>Note</u>: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.**

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:		**Date:**	
Project Name:		**Project Number:**	
Contact Name:		**Telephone:**	
Email:			

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

<u>Note</u>: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked “modifications of proposal”.

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent**,** Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must

be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

INDEMNIFICATION AND HOLD HARMLESS PROVISION

(1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

(2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

(3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.

(4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

(6) Notwithstanding, the foregoing with respect to any professional services performed by CONTRACTOR hereunder (and to the fullest extent permitted by law), CONTRACTOR shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of CONTRACTOR in the performance of this agreement.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions prior to final acceptance of its bid and the commencement of any work or provision of goods.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

Coverage	**Limits**
General Liability (Insurance Services Office Form CG 00 01)	$1 million per occurrence, $2 million aggregate or $2 million combined single limit
Auto Liability	$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	$100K
Professional (E&O) Liability	$1 million per claim
Excess/Umbrella Liability	$1 million per occurrence

The policies above shall contain the following conditions:

a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.

c. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.

d. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00548704

MAYOR LINDA GORTON

LEXINGTON

TODD SLATIN
DIRECTOR
CENTRAL PURCHASING

Request For Qualifications and Proposals Design and Preparation of Contract Documents and Services During Construction
Greenbriar #2 Pump Station
RMP Project Number: NE-04
LFUCG RFP Number 18-2025

Request For Fee Proposal

The Lexington-Fayette Urban County Government (LFUCG), through its Division of Water Quality (DWQ), is requesting a Statement of Qualifications and Fee Proposal for professional engineering services related to Design, Services During Bidding, Resident Observation services, and Contract Administration through construction, for the Greenbriar #2 Pump Station (G2PS) facilities, hereinafter referred to as the G2PS Project. This Request for Proposal (RFP) clarifies the description of work and schedule for the Design Consultant. The DWQ will select the Design Consultant based on qualifications and ratings as defined in the "Design Consultant Rating Criteria" Section on Pages 3 and 4. Note, the Notice to Proceed on this project starting design will not be issued until after 7/1/2025.

Background and Project Description

In accordance with Section VII, paragraph G of the Consent Decree, DWQ has prepared and submitted to the Environmental Protection Agency (EPA) and the Kentucky Division of Enforcement (DOE) its Remedial Measures Plan (RMP), Groups 1, 2, and 3. The Group 1 RMP calls for construction of the G2PS Project with construction completion by the following date:

- G2PS Construction Completion – End of 2028

The proposed design of G2PS will incorporate the required components for a Class C Pump Station per LFUCG's Pump Station Manual and will be located per the attached TM/PER at site PS3. This proposed site is located in the rear of 2739 Martinique Ln, Lexington, KY 40509,

along Winchester Road and will share the site with existing Windstream utilities and access road off Winchester Road. This project design will required extensive coordination with the pending KYTC widening project.

The GB2PS will be designed to pump wastewater flows up to the design 2-year, 24-hour storm event per the future conditions model. The proposed PS shall have a firm capacity of 0.75 mgd (521 gpm) and the force main shall be sized to accommodate growth and expansion of the PS at a future date. Project scope includes a new pump station design as well as site work, all gravity sewer, manholes, and force main along Winchester Road to connect the new pump station to the existing LFUCG-DWQ collection system, and decommission of the existing pump station. See the TM/PER for additional information on the recommended alternative PC3.

The Design Consultant shall utilize LFUCG's "Sanitary Sewer and Pump Station Manual 2009" issued January 2009 along with "Sanitary Sewer and Pump Station Manual Amendment No. 1" Issued October 2018 and "Sanitary Sewer and Pump Station Manual Amendment No. 2" Issued December 2020 in the preparation of all deliverables. Any deviations in the requirements noted in this Request for Proposal and other LFUCG Technical Memorandum or Documents shall be reported to LFUCG immediately for clarification. LFUCG reserves the right to wave any requirements listed within the Manual. The manuals can be found at the link below, under Planning and project design. https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects or scanning the QR code:

Easement acquisition will be required for this project. Engineer to assume five (5) easements included in the project and will only invoice for the final number of easements created. See Task 4 for scope information. LFUCG will provide sample easement documents to the awarded design engineer to follow.

Questions regarding the scope of the project shall be submitted through the LFUCG IonWave questions portal.

Design Consultant Rating Criteria

DWQ plans to select the most responsive and qualified firm based on the following rating criteria and weighting scale:

- Proposed Fee **(10 Points)**, 3 pages maximum
    a. Representative of the services required for each Task.
    b. Demonstrates Design Consultant's familiarity with the Scope of Services.
    c. Fee Proposal sheet shall be completed and submitted with proposal.
- Degree of local employment (Bluegrass ADD counties) **(10 Points)**
    a. More points for awarded for % of team withing BGADD District.
- Past performance on projects similar in scope or complexity **(30 Points)**, 5 pages maximum
    a. For the past five (5) year period, the ability to design projects within specific project budgets and schedules.
    b. Provide a list of minimum three (3) similar projects over the past ten (10) years including Project Name, Description, Total Construction Cost, Client Contact Information, and the Date the Project was Substantially Completed.
    c. Knowledge and experience with DWQ's Standards and Manuals and Record of compliance with LFUCG and other regulatory agencies will be awarded more points.
- Project Manager experience and capability **(25 Points)**, 2 pages maximum
    a. Ability to manage design activities on projects similar in scope and magnitude.
    b. Knowledge and understanding of applicable Codes, Standards, and other design requirements.
    c. Past performance with LFUCG/DWQ.
    d. Ability to effectively communicate, respond, and relay critical project information to the Project Team.

e. The Project Manager's name and information shall be included on the Fee Proposal sheet.

- Project Team experience and capability **(25 Points)**, 5 pages maximum (not including resumes)
    a. Provide org chart with names, disciplines, firm association, and office locations.
    b. Knowledge and experience of the Process Mechanical technical lead(s).
    c. Knowledge and experience of instrumentation and controls (I&C) technical lead(s).
    d. List quality assurance and quality control methods and procedures.
    e. Number of years the firm(s) have been in business.
    f. Location of project team offices relative to the Project Site.
    g. Equal employment opportunity regulations, policies, and procedures.
    h. One-page resumes of key project team.

Scope of Services

With respect to the proposed improvements, the following professional services are required and shall be included in Design Consultant's scope and lump sum price. See the TM/PER for additional information on the recommended alternative PC3.

Task 1: Site Evaluation – Tree Survey (If Required)

1. The Design Consultant shall retain a licensed arborist to survey and identify any tree within the project area for which protection will be required per Article 26 of the LFUCG Zoning Ordinance. Considerations will be given to any identified American Elm, Bur Oak, Blue Ash, Buckeye, Chinkapin Oak, Kentucky Coffeetree, Shellbark Hickory, Shumard Oak, or Yellowwood tree. The results shall be documented in Technical Memorandum (TM) No. 1: Tree Survey. Included in TM No. 1 shall be recommendations for protection of identified protected trees.

Task 2: Preliminary Design and Field Evaluation

1. Provide Kentucky Licensed Surveyor to perform a field topographic survey of the G2PS project to include the following elements at a minimum:
    a. Conduct field surveys with appropriate referencing to locate topographical features not shown on existing mapping. Confirm critical locations and elevations necessary for design including but not limited to existing sanitary sewer inverts and other utilities.
    b. Research all deeds, plats, and other property records to identify all sanitary sewer and drainage easements in favor of LFUCG and all other recorded easements.
    c. Conduct exploration, excavation, and surveying of all underground structures and utilities within the project corridor to determine sizes, depths, materials, and locations.
    a. Notwithstanding requirements noted herein, provide adequate field surveying service to prepare design documents in accordance with LFUCG's "Sanitary Sewer and Pump Station Manual" including Amendments No.1 and No. 2.
    b. Location of any above-ground utilities as needed for this scope of work.
    c. Coordination with KYTC on Winchester Road widening project.
        1. Incorporating KYTC design in the PS preliminary design.
        2. Identify conflicts and discuss solutions with LFUCG throughout design.
        3. Incorporate solutions into 30% drawings.
    d. Location and elevation of any underground utilities Design Consultant to provide ground-penetrating radar, vacuum excavation, or similar locating services for any critical existing underground piping, utilities, or other structures which require verification for design and construction as listed in the scope of work. (See "Allowance: Location of Underground Utilities" on the "Propose Fee" worksheet). Costs for work items covered under the Location of Underground Utilities Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.

e. Topographic grade shots as required for generation of final grading plan with min. +/- 6” contours.
f. Prepare a topographic survey of the project corridor. Project benchmarks shall be set in concrete or shall be established on a permanent concrete structure (e.g., bridge or culvert) at intervals of 1,000+/- feet and at least one located near the PS site. Benchmarks shall be tied to Kentucky State Plane North Zone. Benchmarks shall be located outside of the construction easement, but within an existing easement or right-of-way.
g. ROW and any structures or features including the final FM connection manhole between the proposed PS and final MH.
h. Engineer of Record shall initiate conversations with all utilities (including LFUCG Division of Engineering) at the 30% design.

2. The Design Consultant shall carry an allowance for this work as shown on the “Fee Proposal” form. Costs for work items covered under the Geotechnical Allowance will be reimbursed to the Design Consultant based on submission of actual invoices.
    a. Complete the Phase I - Geotechnical Desktop Review of all available geologic and geotechnical information pertaining to the project in accordance with Phase I. The deliverable for this item is a memorandum.
3. The Design Consultant shall prepare two (2) 60% Preliminary Design Packages (unless otherwise notified by LFUCG-DWQ) to include the following:
    a. Draft 60% contract drawings including preliminary drawings of all project components listed herein.
    b. Design of a Class C Pump Station, gravity sewer, and force main as identified in the included Technical Memorandum.
    c. Prepare Contract Documents, including the Contract Drawings and Specifications, to be submitted at 60% milestone; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
        i. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.

ii. Demolition Plan(s) and Notes
iii. Mechanical Process Drawings and Detail(s)
iv. Electrical Power and Control Drawings
v. Structural Drawings and Details
vi. Conduit and Cable Schedule(s)
vii. Process and Instrumentation Drawings
viii. Instrumentation Specifications and Instrument List(s)
ix. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.
x. Easement exhibits suitable for negotiating ROW acquisitions, including KYTC ROW/encroachment/property.
xi. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
xii. Coordination with KYTC on Winchester Road widening project.
    1. Incorporating KYTC preliminary design.
    2. Identify conflicts/discuss solutions with LFUCG.
    3. Incorporate solutions in 60% drawings.

d. Draft revised controls/ operations plan (See LFUCG's "Guidance for Wet Weather Storage Tanks, Pump Stations, and Flow Diversion Structures" issued May 2016).

4. Prepare 60% Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, and/or a third-party construction cost database service such as RS Means™).

Notes:

1. The Design Consultant is advised that DWQ's Capacity Assurance consultant will, based upon the recommended preliminary alignment, model the proposed design to validate sewer capacity per the Consent Decree Capacity Assurance requirements for the design storm (2-year, 24-hour storm event in 2035).
2. DWQ has adopted the convention that all "bores" are "tunnels".

3. Phase I Geotechnical review and the Phase II Field Exploration and Laboratory Testing are only required for major roads or railroad tunnels. DWQ will provide recommendations for tunneling methods to the Design Consultant. This will include the Technical Specifications, sample Bid Tabs, and Section 01025 (Measurement and Payment) for which the Design Consultant will be responsible for incorporating into the Contract Documents.

Final design will not be authorized until the 60% design submittal is complete and accepted by DWQ. The Design Consultant is advised that DWQ will provide Standard Form Contract Documents (CSI Format) for this project.

Task 3: Final Design

Final Design shall include but not be limited to the following:

1. Prepare Contract as described above including (as appropriate) Contract Documents, including the Contract Drawings and Specifications, to be submitted at 90% and 100% (Bid Documents) milestones; including all process civil, site, structural, mechanical, electrical, instrumentation, and architectural drawings as required for construction of the Project including but not limited to:
    a. Cover Sheet(s), Drawing Indices, General Notes, Project Specific Notes, and Details as required for construction.
    b. Demolition Plan(s) or Notes
    c. Site Piping and Utility Plans (Max. Scale 1” = 20’)
    d. Plan-Profile Drawing(s)
    e. Tunneling profile information and Summary Table
    f. Erosion and Sediment Control Plan(s)
    g. Traffic Control Plan(s) as required.
        1. A preliminary traffic control plan shall be provided 30 days prior to 90% submittal.
    h. Detailed Grading Plan
    i. Site Paving Plan and Details
    j. Site Piping Details

k. Mechanical Process Drawings and Detail(s)
l. Electrical Power and Control Drawings
m. Grounding Plan(s)
n. All Structural Drawings and Details
o. Conduit and Cable Schedule(s)
p. Process and Instrumentation Drawings
q. Instrumentation Specifications and Instrument List(s)
r. PLC Cabinet Installation or Modification Details
s. Technical Specifications (CSI Format) for all work tasks, equipment, and materials to be provided in the construction contract.

2. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes and 100-foot intervals along force main route. Elevations for refusal shall be placed on the Contract Drawings.
3. Complete the Phase II – Field Exploration and Laboratory Testing and prepare the Phase II Report. This task includes, but is not limited to, drilling of soil and rock core borings, logging borings to obtain geotechnical information, and performing aboratory testing of soil and rock samples. The Phase II – Field Exploration and Laboratory Testing (Geotechnical Report) shall be submitted as Technical Memorandum TM No. 2.
4. The Design Consultant will ensure through CCTV or other means the location, size and material of all active service laterals. Service laterals shall be shown on the Drawings.
5. Contract Drawings shall include the design for reconnection of all side stream sewers and service laterals.
6. Contract Drawings shall be prepared per the General Plan Format and Guidance Document provided by DWQ.
7. Contract Drawings shall include the design and preparation of Project Specific Notes and any details (stream crossings, etc.) required for construction.

8. Prepare, submit, and revise the required Erosion and Sediment Control (ESC) Plan and Stormwater Pollution Prevention Plan (SWPPP). SWPPP shall be submitted to LFUCG for approval prior to Task 5.
9. Prepare Maintenance of Traffic (MOT) Plans, as required for the project, and submit to KYTC District 7 for Encroachment Permit approval and/or LFUCG Division of Traffic for approval prior to Task 5.
10. Prepare and submit application(s), and secure all required permits and approvals (i.e., KDOW, KYTC Encroachment, LFUCG, Kentucky Housing and Building, Windstream, and others as required).
11. Review and make recommendations for changes to DWQ Standard Contracts as provided. Prepare Bid Proposal and Wage Rate sections (if required) of Contract Documents.
12. Prepare Final / 100% design Opinion of Construction Costs (OPCC) (Detailed - +/- 10% accuracy estimate, based on unit costs from Design Consultant's database of recently bid projects, tank manufacturer's budgetary cost estimates, and/or a third-party construction cost database service such as RS Means™).
13. Finalize coordination with all utility companies (including LFUCG Division of Engineering) and regulatory agencies as required for this project. This shall include acquiring existing utility mapping, notifying utilities of conflicts, scheduling relocations ahead of initiation of construction, and other activities required for the successful construction of the project.
14. Meetings: The Design Consultant will prepare for review by the DWQ Project Manager meeting agendas and meeting summaries. As a minimum, Design Consultant shall plan for and attend the following meetings:
    a. Kick-off meeting and site walk-through (1 meeting)
    b. Monthly Progress Meetings (one per month minimum, assume 8 meetings)
    c. Two meetings, one each to review 60% and 90% deliverables. (2 meetings)
    d. One additional meeting to review the Contract Documents (Drawings and Technical Specifications) (assume 1 meetings)
    e. One general stakeholder/meeting. (1 meeting).

15. Task 3 Deliverables
    a. 60 and 90% Contract Documents for DWQ review and Capacity Assurance model verification.
    b. Geotechnical Investigation – TM No. 2: Phase II Geotechnical Report
    c. Geotechnical Investigation – TM No. 3: Phase III Geotechnical Report (if
    d. required)
    e. Final Design Contract Documents
    f. Preliminary and Final Opinions of Construction Costs

Notes:

1. Drawings shall be prepared in either Revit or AutoCAD format and according to LFUCG Standards or otherwise discussed and approved by LFUCG-DWQ.
2. The Design Consultant shall complete as much of the work as possible with in-house resources. Any subconsultants should be listed on the "Proposed Fee" form and Org Chart for any tasks which they will be completing.
3. DWQ will provide Standard Form Contract Documents (CSI Format) and the General Notes Sheets and Standard Detail Sheet(s) for this Project.
4. Design Consultant shall provide three (3) full-size sets and two (2) half-size sets of Drawings, three (3) sets of Specifications, one (1) digital file of AutoCAD Drawings and/or Revit model, and one (1) PDF of the Specifications of the final documents prepared for bidding and Construction (Conformed Documents). This does not include sets required for KDOW or other regulatory agencies or working drawings used in progress meetings.

Task 4: Easement Acquisition

Draft easements shall be submitted to LFUCG between 30%-60% design. The Design Consultant's scope of work includes but is not limited to the following with respect to Task 4:

1. Prepare a metes and bounds description of each required easement to be procured or released, and a plat of the parcel indicating the easement locations. The Design

Consultant shall prepare and submit to DWQ an easement acquisition summary spreadsheet detailing the following:

a. Property Owner
b. Property Address
c. Deed Book and page number for the property deed
d. Plat references, if any
e. Area in square feet of temporary and permanent easements to be acquired and area in square feet of easements to be released. The spreadsheet shall include descriptions of easements for which only prescriptive easement(s) exist.

2. The Design Consultant shall prepare the LFUCG Memorandum of Understanding (MOU) for each required easement.
3. The Design Consultant is not responsible for negotiating or acquiring easements. The Design Consultant may be expected to make timely edits to Task 4 deliverables in response to directions from DWQ's easement acquisition team and RMP Program Manager.
4. Task 4 Deliverables: easement descriptions and plats; easement summary spreadsheet and easement MOUs.
5. Sample easement documents will be provided to the awarded engineer for use during easement creation.

Task 5: Services During Bidding

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 5.

1. It is LFUCG-DWQ's intent to bid this project in one Contract.
2. Design Consultant shall submit reproducible Drawings, Specifications, and Contract Documents to the official bid document distributor, LYNN IMAGING, 328 Old Vine Street, Lexington, KY 40507, (859) 255-1021 (https://www.lynnimaging.com/)
3. In coordination with the DWQ Project Manager, conduct the Prebid conference meeting and prepare a meeting summary of the conference.
4. Respond to bidder, vendor, and subcontractor questions.
5. Prepare and distribute necessary Addenda.

6. Verify capacity (financial, workforce, experience per bid documents) of apparent low bidder to perform the specified work and provide a Certified Bid Tabulation (stamped and signed by EOR) and Recommendation of Award letter to LFUCG.
7. Create and complete the Conformed Documents for the awarded Contractor. Conformed Documents to include but not limited to incorporation of all addenda items addressed and issued during the bidding period.
8. All Addenda shall be included in the Conformed Documents.
9. Hard copy sets of all Confirmed Contract Documents shall be provided to the Owner and Contractor.
10. Task 5 Deliverables
    a. Pre-Bid meeting agenda
    b. Pre-Bid meeting notes
    c. Bid addenda
    d. Letter of recommendation
    e. Conformed Documents (Hard copies and digital)

Task 6: Services During Construction

The Design Consultant's Scope of Work includes but is not limited to the following with respect to Task 6.

1. In coordination with the DWQ Project Manager, conduct the pre-construction conference and prepare the summary of the conference.
2. Design Consultant shall assume Construction Administration (CA) for twelve (12) months of construction.
3. Services During Construction shall include but not be limited to:
    a. Review and processing of Shop Drawings.
    b. Review and respond to Requests for Information (RFI).
    c. Issue Field Orders on Work Change Directrives as needed
    d. Evaluation and recommendations for Change Requests.
    e. Monthly Site Visits.
    f. Monthly Progress Meetings for which the Consultant shall be responsible for Meeting Agendas, handouts, and Meeting Summaries.

g. Processing of Pay Requests and associated items for DWQ.
h. Final Inspection and preparation of punch list.
i. Project Certification
j. Project Closeout Documentation.

4. Prepare Record Drawings using post construction survey data provided by a surveyor licensed in the State of Kentucky. Incorporate this survey information into the drawings and provide them to LFUCG in both hard copy (reproducible format) and electronic format, compatible with LFUCG equipment and software. Record drawings shall include pipe size and material for each pipe segment, manhole coordinates and rim and invert elevations, and sewer grades. Record drawings shall incorporate the red line drawing mark-ups of the RPR and Contractor.
    a. Engineer shall provide a copy of the licensed surveyor's resume upon request.
5. Project Closeout: In conjunction with the DWQ Project Manager, close the project per the RMP Closeout Protocol provided by the DWQ Project Manager.
6. Provide an updated PS Facility Control/Operational Plan.
7. Provide an Operation & Maintenance Manual for all new equipment.
8. Complete all project closeout documents included in the RMP Project Closeout Checklist. (see checklist included as an attachment).
9. Task 6 Deliverables:
    a. Record Survey and Record Drawings in electronic and hard copy formats.
    b. Electronic Copies of all correspondence, meeting summaries and agendas, permits, Shop Drawings, Pay Requests / Change Orders
    c. Project Certification
    d. Project Closeout Documents / RMP Project Closeout Checklist.

Task 7: Resident Project Representative (RPR)

Design Consultant is directed to provide full-time RPR services.

1. Provide full time Resident Observation on-site during working hours (40 hours per week) to monitor the work and verify compliance with the Contract Documents for a construction period of Twelve (12) Months. Resident Project Representative (RPR)

shall be approved by DWQ. The Fee proposal includes 2,080 hours for RPR on this project. The Fee proposal shall be completed with the RPR hourly rate and the total price for 2,080 hours. Note, the RPR shall be on site at all times Contractor is working and installing equipment.

2. RPR will complete and submit Digital Daily reports and Soil Erosion and Sediment Control Inspection Reports (to DWQ and others) documenting the work completed, weather conditions, construction manpower and equipment on-site, any visitors to the site, any defective or non-conforming work, and any test results, etc. via Procore, the Owner selected on-line platform. The RPR will also take daily digital photos of construction activities for inclusion in the daily report document.
3. RPR will attend DWQ RPR and ESC Trainings within the past year prior to start of construction.
4. The RPR will have access via a document management platform or always have hard copies of all Contract Documents readily available during working hours (to include construction Drawings, Specifications, addenda, shop drawing, RFI's, Permits, etc.).
5. The Design Consultant shall provide RPR with a tablet or iPad (with data plan recommended) for use throughout the duration of Construction.
6. The RPR shall have the responsibility and authority to immediately notify the Design Consultant's Project Manager and LFUCG's Program Manager in the event any defective or non-conforming work is discovered on-site.
7. Other duties as directed by the Project Manager and Owner.

Schedule

The proposed schedule for G2PS Project is as follows:

RFP Issued	June 12, 2025
Question Cut off Date	June 30, 2025
Final Addendum Issued	July 3, 2025
Engineering Proposals Due	July 11, 2025 by 2:00pm (via IonWave)
Task Order Issued	August 28, 2025
Kick off Meeting	September 2, 2025
Preliminary / 30% Design Submittal	November 14, 2025
60% Design Submittal	January 23, 2026
Contract Documents to KDOW(60%)	January 2026
90% Design Submittal	March 2026
100% Design Submittal	April 2026
Advertise for Bids	May 2026
Award Contract	July 2026 (Award prior to City Council Summer Recess)
Construction Complete	July/August 2027

Fee Proposal
G2PS Project

Task Description	Proposed Fee	Entity*
Task 1: Site Evaluation - Tree Survey (If required)	$	
Task 2: Preliminary Design and Field Evaluation	$	
Task 3: Final Design	$	
Task 4: Easement Acquisition (assume 5 easements) ($_____/easement)	$	
Task 5: Services During Bidding	$	
Task 6: Services During Construction (Assume 12 months)	$	
Task 7: Resident Project Representative (assume 12 months at $_____ / month)	$	
Allowance: Location of Underground Utilities	**$15,000**	
Allowance: Geotechnical Investigations	**$25,000**	
TOTAL LUMP SUM FEE	$	

"" – Indicate name of subconsultant or PRIME if task is to be performed in-house. Provide entities proposed to complete allowance items in addition to all other tasks.*

Project Manager (Name) _____

Project Manager Office Address _____

Signed: _____

Title: _____

Firm: _____

Date: _____

All fees are Lump Sum for the G2PS Project. The Fee Proposals must be completed, signed, and dated by a representative of the Consultant authorized to execute the Task Order. The Fee Proposal shall be submitted via IonWave. ***Notice to Proceed will be issued after 7/1/2025.***

Enclosures:

1. GB2PS TM/PER
2. WWS/PS guidance document
3. Geotech Scope
4. Project Closeout Checklist
5. LFUCG Sanitary PS Manual *https://www.lexingtonky.gov/government/departments-programs/environmental-quality-public-works/engineering/new-development-redevelopment-construction-demolition-projects or scanning the QR code:*

Hazen *Technical Memorandum*

May 28, 2024

To: Lexington-Fayette Urban County Government (LFUCG)

From: Hazen & Sawyer

Re: Greenbrier #2 Pump Station - Preliminary Engineering Report

Greenbrier #2 Pump Station

Preliminary Engineering Report (PER)

The Greenbrier #2 Pump Station (G2PS) is currently slated for improvement as a part of the Lexington-Fayette Urban County Government (LFUCG) Remedial Measures Program (RMP). The primary focus of all RMP projects is to mitigate existing sanitary sewer overflows (SSOs) by sizing pump stations and the sanitary sewer collection system to convey a 2-year, 24-hour storm event. The purpose of this PER is to identify and consider improvements needed to the G2PS to convey the 2-year, 24-hour design storm and improve the G2PS to comply with the requirements of the LFUCG "Sanitary Sewer and Pump Station Manual."

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Appendices

Appendix A – Preliminary Drawings

Appendix B – Existing Pump Station Information

1. Project Background

1.1 Introduction

The Greenbrier #2 Pump Station (G2PS) located at the intersection of Bahama Road and Winchester Road has been in operation since 1981 and currently serves 81 homes. G2PS is a Class C Pump Station (PS) as defined by the LFUCG "Sanitary Sewer and Pump Station Manual" (PS Manual) The G2PS currently contains two dry pit pumps (1 duty, 1 standby) with a design capacity of 180 gpm utilizing one pump. G2PS is located within the North Elkhorn Watershed and is identified as Project NE-4 of the Group Three Remedial Measures Plan (RMP) as submitted to the United States EPA and KYDEP to mitigate sanitary sewer overflow (SSOs). Figure 1-1 below shows the current location of G2PS, within the existing residential neighborhood entrance median in Bahama Road.

Figure 1-1: Greenbrier #2 Pump Station Location



1.2 Need for Pump Station Improvements

Current dry weather design flows average 0.34 mgd (236 gpm) and the design wet weather flow, based on the 2-year, 24-hour design storm, is 0.77 mgd (535 gpm). As noted previously, the existing G2PS is designed to convey 180 gpm (0.26 mgd); however, based on recently completed drawdown testing, the existing pumps are only able to produce an average flow of approximately 104 gpm (0.15 mgd). Therefore, both the wet weather and dry weather design flow conditions exceed the existing G2PS capacity by 431 gpm (0.62 mgd) and 132 gpm (0.19 mgd), respectively. The Infiltration and Inflow (I/I)

reduction required is approximately 82% for the wet weather flow to not exceed the current capacity of the G2PS. It should also be noted that modeled dry weather flow conditions would result in daily SSOs. This modeled flow is in contradiction with the actual field SSO report for this location as there are no reported dry weather SSOs. Drawdown testing conducted by DWQ shows a steady decline in pump performance over the last decade to well below the original design capacity. Therefore, it is certain that G2PS does not have adequate capacity to convey design wet weather flows. Due to this lack of capacity, the existing G2PS has experienced SSOs an average of 9 times per year since 2018. As a result of the ongoing SSOs, insufficient capacity, and the likelihood that I/I reduction would not be enough to eliminate this project, the G2PS is planned for improvement as a part of the RMP.

2. Existing G2PS Information

G2PS is a Class C PS consisting of 2 – 15 horsepower (hp) dry pit pumps, housed within a dry pit adjacent to a precast concrete wet well. The wet well has an inner diameter of 6 feet and a working volume of approximately 1,023 gallons. Record Drawings of the existing wet well and PS are attached in Appendix B.

As stated previously, there are 81 homes served by the G2PS. For the homes served, the dry weather flow (236 gpm) equates to 2.9 gpm per home and the wet weather flow (535 gpm) equates to 6.6 gpm of flow per home. The average design flow rate per single family home as shown in Table 4.1 of the LFUCG Pump Station Manual is 0.28 gpm. Approximately 8,100 linear feet (LF) of 8-inch gravity line feeds the G2PS. For dry weather conditions that would equate to 0.3 gpm per LF of sewer and for wet weather conditions that would equate to 0.7 gpm per LF of sewer. For G2PS to operate without SSOs, 0.62 mgd (431 gpm) of wet weather flow would need to be accommodated.

DWQ completed drawdown testing on the G2PS from 2017 to 2020. The results of these tests are summarized in Table 2-1. These tests reveal that, on average, pumps 1 and 2 convey 102 and 106 gpm, respectively. This results in an existing average pumping capacity of 104 gpm (0.15 mgd) for each of the pumps. This number will be used moving forward to reflect the existing G2PS deficiencies. The design static head for the G2PS is 68 feet with a total dynamic head (TDH) of 79 feet at the design point of 180 gpm for one pump in operation. According to the LFUCG PS Manual, a Class C PS must accomplish its design flow capabilities utilizing only one of its two pumps. In the same drawdown testing completed by LFUCG, the average of 2 pumps running simultaneously resulted in a pumping capacity of only 123 gpm. Based on these results, the G2PS has a capacity of 104 gpm, which is 58% of the original design capacity. More importantly, the G2PS capacity is not sufficient for anticipated average dry weather flows of 236 gpm or design wet weather flows of 535 gpm.

Table 2-1: Drawdown Test Results

Pumps in Operation	2020 Test		2019 Test		2018 Test		2017 Test		Average	
	mgd	gpm	mgd	gpm	mgd	gpm	mgd	gpm	mgd	gpm
Pump 1	0.14	98	0.14	98	0.14	100	0.16	112	0.15	102
Pump 2	0.14	96	0.14	100	0.15	105	0.18	122	0.15	106
Pumps 1-2	0.16	106	0.17	115	0.17	120	0.22	150	0.18	123

The existing G2PS pumps are Fairbanks-Morse dry pit solids handling pumps. The pumps are factory rated for 180 gpm at a total dynamic head (TDH) of 79 ft. Both pumps operate on a 15 hp constant speed motor with a Full Voltage Non-Reversing (FVNR) Starter, at 240 volts, and 1,750 RPM. Reference Appendix B for the existing pump curve.

The G2PS control panel consists of a main circuit breaker with two Full Voltage Non-Reversing combination starters to drive each pump. The electrical service supplies 200 amps of current with an electrical potential of 240 volts. G2PS is equipped with surge protection, a double throw disconnect, and an emergency portable generator connection. Emergency quick connection for force main bypass is not available at G2PS.

Each of the G2PS pumps discharge into 4-inch piping that leads to a common 6-inch 3,098 LF force main. The force main discharges into the gravity collection sewer at manhole NE5_102. The gravity sewer conveys flow to the Expansion Area 2 Pump Station (EA2PS) and ultimately to the Town Branch WWTP. Utilizing one pump at a design capacity of 180 gpm, the velocity of the force main is 2.04 feet per second (ft/s). However, the average pump capacity per the drawdown testing at 104 gpm results in a force main velocity of only 1.22 ft/s. Due to the existing low velocity within the force main, there are likely solids deposition within the existing piping. Thus, if the rehab alternate is selected, it is recommended that DWQ consider significant cleaning of the piping prior to the startup of the G2PS. The existing low velocity could also be impacting the operation of the check valve, further impeding the pump performance.

Following LFUCG guidelines in the PS Manual and *The Ten States Standard*, force main velocities should be 2 to 5 ft/s. This requires flows between 0.25 mgd (176 gpm) and 0.63 mgd (439 gpm) with the current force main. Current design dry weather flows of 0.34 mgd (236 gpm) result in a velocity of 2.7 ft/s and wet weather flows of 0.77 mgd (535 gpm) result in a peak force main velocity of 6 ft/s. While 6 ft/s is above the LFUCG design guidelines for a peak condition, it is not so high to necessitate replacing the existing force main for the few occasions the G2PS would operate in this condition. Additionally, if the force main was upsized to 8-inches, the dry weather flow would result in a velocity of 1.5 ft/s, which could allow solids to deposit in the piping. As such, no replacement of the force main is recommended.

G2PS is not surrounded by fencing, which may be waived by DWQ. There is no current odor control system, which is not required for a Class C PS unless it is determined to be necessary by the DWQ. The existing G2PS and control panel provide no location for maintenance workspace or parking. When cleaning or maintenance on the wet well is required, one lane of the neighborhood entrance drive must be blocked.

2.1 G2PS Historical SSOs

The G2PS has recorded SSOs dating back to at least 1997. From 2018-2023 the G2PS has accrued a total volume of over 9 million gallons (mg) of SSOs throughout 57 events. 98.4% of that volume occurred during sustained rain events that exceeded the existing G2PS capacity. Table 2-2 presents the cause, date, and estimated volume of the documented SSOs from 2018-2023.

Table 2-2: G2PS Overflow History 2018 to Present

Failure Type	Date	Volume (Gallons)
Sustained Rain Event	2/7/2018	14,763
Sustained Rain Event	2/17/2018	115,939
Sustained Rain Event	2/22/2018	145,480
Sustained Rain Event	2/25/2018	146,610
Power Failure	7/20/2018	557
Sustained Rain Event	7/31/2018	34,869
Sustained Rain Event	8/1/2018	16,924
Sustained Rain Event	8/1/2018	16,616
Sustained Rain Event	9/9/2018	113,991
Sustained Rain Event	9/25/2018	152,137
Sustained Rain Event	9/26/2018	137,348
Mechanical Failure	10/5/2018	13,059
Mechanical Failure	10/5/2018	1,173
Sustained Rain Event	11/6/2018	68,074
Sustained Rain Event	12/1/2018	45,965
Sustained Rain Event	12/31/2018	13,025
Sustained Rain Event	1/5/2019	65,488
Sustained Rain Event	1/20/2019	65,199
Sustained Rain Event	2/12/2019	104,932
Sustained Rain Event	2/20/2019	188,661
Sustained Rain Event	2/24/2019	173,286
Sustained Rain Event	3/9/2019	3,797

Failure Type	Date	Volume (Gallons)
Sustained Rain Event	6/17/2019	3,567
Sustained Rain Event	6/18/2019	22,107
Sustained Rain Event	6/18/2019	1,169
Sustained Rain Event	10/31/2019	32,922
Sustained Rain Event	11/27/2019	9,981
Sustained Rain Event	12/1/2019	387,302
Sustained Rain Event	12/17/2019	384,560
Sustained Rain Event	12/30/2019	206,312
Sustained Rain Event	2/10/2020	147,944
Sustained Rain Event	2/13/2020	228,890
Sustained Rain Event	5/20/2020	3,884,616
Sustained Rain Event	9/13/2020	7,245
Sustained Rain Event	10/29/2020	1,011
Sustained Rain Event	1/26/2021	11,443
Power Failure	2/11/2021	18,012
Sustained Rain Event	7/1/2021	143,133
Sustained Rain Event	8/27/2021	62,545
Sustained Rain Event	8/31/2021	224,594
Sustained Rain Event	9/22/2021	24,586
Sustained Rain Event	12/6/2021	110,377
Sustained Rain Event	1/1/2022	91,371
Sustained Rain Event	1/9/2022	154,329
Sustained Rain Event	2/3/2022	177,825
Sustained Rain Event	2/17/2022	125,368
Sustained Rain Event	2/24/2022	131,380
Sustained Rain Event	3/6/2022	184,139
Sustained Rain Event	8/6/2022	95,004
Sustained Rain Event	8/10/2022	65,536

Failure Type	Date	Volume (Gallons)
Sustained Rain Event	12/14/2022	56,126
Sustained Rain Event	1/3/2023	446,985
Mechanical Failure	2/14/2023	12,052
Sustained Rain Event	2/16/2023	246,972
Sustained Rain Event	3/3/2023	12,151
Power Failure	3/3/23	1,982
Sustained Rain Event	7/2/2023	31,556
	TOTAL	**9,384,985**

3 Pump Station Alternative Development

Based on the current wet weather flows, the new G2PS will be considered a Class C PS per the LFUCG PS Manual. There are at least five (5) locations available for the new G2PS. One is the current G2PS location within the median strip on Bahama Road at the Winchester Road (US 60) intersection. Another is on the property of 3440 Winchester Road adjacent to the south Right-of-Way (ROW) of US 60. A third is near the rear of the property at 2739 Martinique Lane adjacent to the south ROW of US 60, a fourth across US 60 along the north Right-of-Way (ROW) within the adjacent farm at 3321 Winchester Road, and a fifth along the south ROW of US 60 on the property at 3660 Winchester Road. The current Urban Service Area (USA) boundary runs along the north ROW of US 60 and along the eastern property line of 2739 Martinique Lane, putting the last two locations outside the USA.

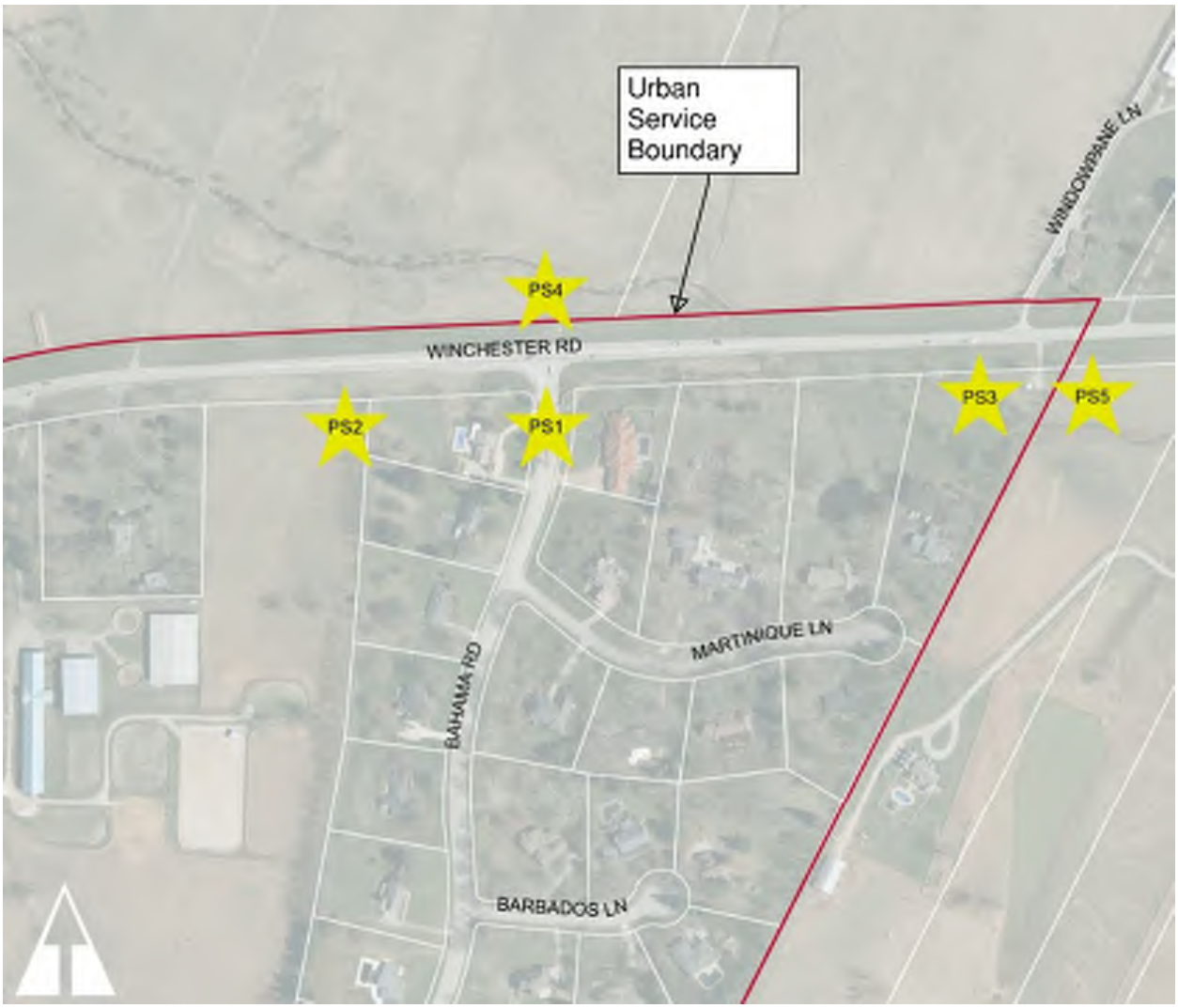
This PER includes four alternatives for the improvements to the G2PS (See figure 3 for overall map):

- PS1 – Rehab the existing G2PS.
- PS2 – Locate the new G2PS at 3440 Winchester Road and construct a new force main directly to EA2PS.
- PS3 – Locate the new G2PS at 2739 Martinique Lane in an existing utility area and construct a new force main directly to EA2PS.
- PS4 – Locate the new G2PS at 3321 Winchester Road, outside the USA, and construct a new force main directly to EA2PS.
- PS5 – Locate the new G2PS at 3660 Winchester Road, outside the USA, and construct a new force main directly to EA2PS.

Alternative PS1 will utilize the existing force main. A separate RMP project, Greenbriar Trunk, is downstream of the manhole where the existing force main from G2PS ties in and involves upsizing the existing sanitary sewer to accommodate flows from the G2PS as well as eliminate two SSOs. If Alternative PS1 is selected the Greenbriar Trunk Project will need to be constructed with a projected cost of $800,000. Alternatives PS2, PS3, PS4, and PS5 will abandon the existing force main in lieu of a new force main that will run along US 60 and tie directly to the EA2PS. Construction of this new force main

will eliminate the need for the Greenbriar Trunk Project as the flow will be diverted, eliminating the SSOs. The major consideration here for alternative selection will be providing a pump station that meets the requirements of the PS Manual at a location, preferably inside the USA, that will provide for efficient operation and maintenance.

Figure 3: Overall Alternatives Map



An additional consideration for this project is the future widening of US 60. A meeting was held at the Kentucky Transportation Cabinet (KYTC) District 7 office on May 3, 2024 to discuss if the addition of a 6-inch force main in the ROW will be feasible in conjunction with the widening. In preliminary discussions, KYTC was amenable to potentially locating the force main within the US 60 ROW. However, there may be a couple of areas where the force main would need to be outside of the ROW due to the road configuration. This would require easements in those cases. Construction of the widening is planned for 2027-2028 and KYTC advised that it would be wise to plan the construction of G2PS around the same time. KYTC also asked to be kept informed of the plans for G2PS as detailed design progresses.

The G2PS project is currently required to be completed by the end of 2026 per the current EPA Consent Decree Schedule. If construction of G2PS, with an approximate construction schedule of 18 months, must wait until 2027 due to US 60 widening, consideration should be given to update the EPA schedule of this project to be completed in 2029 or 2030 in this case.

A PER was originally developed for the G2PS in February 2022. Cost estimates for those alternates were developed by the Hazen Cost Estimating Group. Two of the alternates in this PER are from the original report: Alternate PS1 and Alternate PS4. For Alternate PS1, an inflation percentage (8%) was added to the previous cost estimate of $569,000 based on the increase in the Engineering News Record Cost Index number from February 2022 to March 2024. Alternate PS4, as well as Alternates PS2 and PS3 utilized the Hazen Costing Tool (HCT) for the estimated construction cost. The HCT has been utilized for estimating the construction cost of RMP projects previously and has become a trusted tool for preliminary estimates. Since Alternate PS1 is a rehab of the existing G2PS the HCT would not be the best estimation tool as it is developed primarily for new pump stations only.

3.1 RMP Improvement Requirements

According to the LFUCG PS Manual, a Class C PS requires the components found in Table 3-1 below. The existing G2PS is deficient in many areas. Additionally, solids deposition may be a problem within the existing 6-inch force main and significant cleaning may be required as part of the project scope (if the selected alternative utilizes the existing force main) to ensure design flows are met.

Table 3-1: Existing G2PS Compliance with LFUCG Design Standards

Component	Required for Class C (75-999 gpm)	Existing G2PS
Odor Control	Possible	No
Emergency Portable Generator Connection	Yes	Yes
Emergency Portable Pump Connection	Yes	No
Surge Protection Device	Yes	Yes
Grounding Resistance	Yes	Not to Standards
3 Phase Electrical Power	Yes	Yes
Telemetry	Yes	Yes
Multiple Wet Wells	Yes	No
Fence	Yes	No
Paved Access and Turnarounds	Yes	No

3.2 Pump Station – Alternative PS1 (Rehabilitate Existing G2PS)

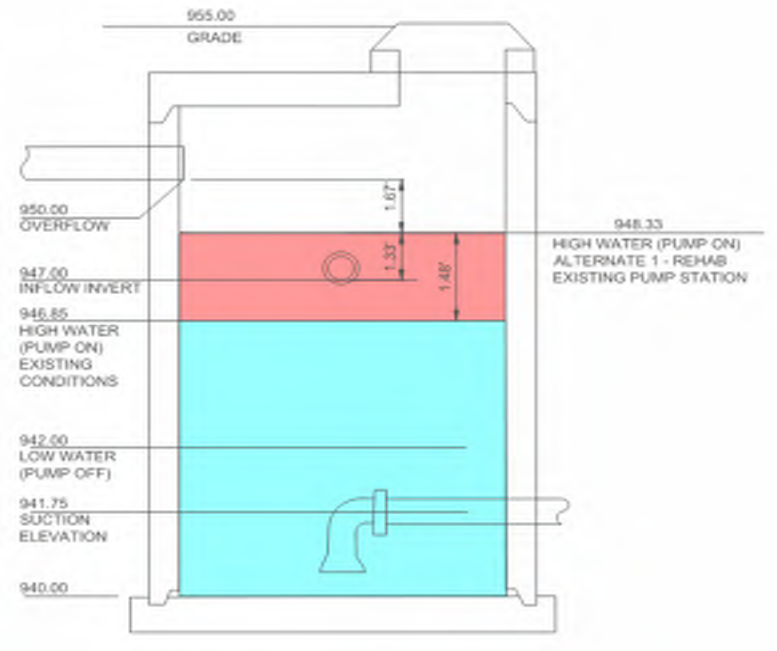
Alternative PS1 utilizes the existing wet well and dry pit PS and includes replacing the pumps and other ancillary improvements. When installing a new dry pit submersible pump appropriate for this design criteria, a minimum cycle time of ten minutes results in a storage volume of 1,338 gallons at a design flow rate of 535 gpm. Given the existing 6-foot diameter wet well, a working volume height of 6.33 feet is required. Maintaining the current low water (pump off) elevation of 942.00 ft, the high-water (pump on) elevation will be 948.33 ft (1.48 feet above the current level of 946.85 ft.). This results in a high-water elevation at 1.33 feet above the inflow invert and 1.67 feet below the overflow elevation of 950.00 ft. See Figure 3-2 for graphical representation of where the new high-water elevation will be located within the existing G2PS after rehabilitation.

The current G2PS does not have an emergency quick connection for force main bypass. This component will need to be added as a part of the PS improvements. Additionally, utilizing the current wet well would not fulfill the requirement of multiple wet wells in operation. Due to site constraints, it is not feasible to add a second wet well, provide security fencing, or provide turnarounds in the area. No odor control is currently installed at this location and no odor control improvements are planned. Should the odor control master plan consultant determine that odor control is required, it could be added to the scope of work.

In order to incorporate this alternative, bypass pumping would be required throughout the duration of the project until the upgraded PS is operational. Please see the Alternative PS1 Layout in Appendix A, attached.

Alternative PS1 has an estimated construction cost of $615,000 for a 12-month construction project.

Figure 3-2: Existing vs Rehabilitation G2PS High Water Levels



3.3 Pump Station – Alternative PS2 (New PS Inside USA)

Alternative PS2 provides for the relocation of the G2PS to the west side of Bahama Road along US 60 at 3440 Winchester Road. In this location, a new 0.77 mgd G2PS using submersible pumps will be constructed. Additionally, approximately 8,200 LF of new 6-inch force main will be constructed along US 60 and tie into EA2PS. Approximately 600 LF of new 8-inch gravity sewer piping will connect the existing collector sewer to the new G2PS wet wells. This location is uphill from the existing G2PS which will require that the new G2PS be deeper than the existing G2PS. The gravity sewer will require bore and jack installation due to its depth and proximity to US 60. Additionally, an entrance will be required off US 60.

At this location, a larger site is available (an area of approximately 30 feet by 30 feet) to incorporate multiple wet wells and accommodate the required operating volumes for the new pumps. This volume provides more operational flexibility and adequate freeboard between the design high water elevation, lag-on pump level, high alarm elevation, and overflow levels. Please see the Alternative PS2 Layout in Appendix A, attached.

The existing G2PS force main will be abandoned and the Greenbriar Trunk Project will be eliminated from RMP.

Alternative PS2 has an estimated cost of $3,680,000 for an 18-month construction project.

3.4 Pump Station – Alternative PS3 (New PS Inside USA)

Alternative PS3 requires relocation of the G2PS to the east of Bahama Road along US 60 in the rear property of 2739 Martinique Lane within an existing utility area containing equipment owned by Windstream. There is an existing entrance off US 60 and the site currently has two Windstream structures with underground fiber that lead to a utility pole where the fiber goes aerial. According to Windstream their fiber lines that run parallel with US 60 are overhead. It appears that the only underground utility in the vicinity of the proposed G2PS is an 8-inch medium pressure gas line owned by Columbia Gas. That 8-inch line appears to have been constructed within the KYTC ROW. This site is also located within the 100-year floodplain so the G2PS will need to be constructed above the base flood elevation.

A meeting was held with a Windstream representative on May 9, 2024 to discuss the possibility of LFUCG relocating the G2PS to this site. The Windstream representative did not object to the possibility of a new pump station being located adjacent to their structures. Windstream would like to be provided with updates during detailed design if this site is chosen for G2PS.

There appears to be adequate site available outside of the KYTC ROW (approximately 25’ x 25’) for a new 0.77 mgd G2PS using submersible pumps. Additionally, approximately 9,600 LF of new 6-inch force main will be constructed along US 60 and tie into EA2PS, and approximately 1,000 LF of new 8-inch gravity sewer piping will connect the existing collector sewer to the new PS wet wells. Please see the Alternative PS3 Layout in Appendix A, attached.

The existing G2PS force main will be abandoned and the Greenbriar Trunk Project will be eliminated from RMP.

Alternative PS3 has an estimated cost of $3,570,000 for an 18-month construction project.

3.5 Pump Station – Alternative PS4 (New PS Outside USA)

Alternative PS4 requires relocation of the G2PS to the North on the opposite side of US 60 within farmland adjacent to the roadway. This location is just outside of the USA boundary. Additionally, approximately 250 feet of 8-inch gravity sewer will connect the existing collector sewer to the new G2PS wet wells, and approximately 9,000 LF of new 6-inch force main will be constructed along US 60 and tie into EA2PS. The gravity sewer will require a tunnel beneath US 60.

At this location, the new G2PS borders both the 100-year floodplain and US 60 ROW, but there should be sufficient area to place the G2PS outside of both boundaries. Additionally, this site will require an entrance off US 60. The property owner has not been receptive to the idea of the G2PS being located on their property. Please see the Alternative PS4 Layout in Appendix A, attached.

The existing G2PS force main will be abandoned and the Greenbriar Trunk Project will be eliminated from RMP.

Alternative PS4 has an estimated cost of $3,340,000 for an 18-month construction project.

3.6 Pump Station – Alternative PS5 (New PS Outside USA)

Alternative PS 5 requires relocation of the G2PS to 3660 Winchester Road, the property adjacent to and east of 2739 Martinique Lane, the property described in Alternative PS3. This location is just outside of the USA boundary. Additionally, approximately 1,100 feet of 8-inch gravity sewer will connect the existing collector sewer to the new G2PS wet wells, and approximately 9,800 LF of new 6-inch force main will be constructed along US 60 and tie into EA2PS.

At this location, the new G2PS borders the US 60 ROW, but there would be sufficient area to place the G2PS outside of this boundary. Additionally, this site will require a new entrance off US 60. In preliminary discussions, the property owner did not object to the G2PS being located on their property. Please see the Alternative PS4 Layout in Appendix A, attached.

The existing G2PS force main will be abandoned and the Greenbriar Trunk Project will be eliminated from RMP.

Alternative PS4 has an estimated cost of $3,650,000 for an 18-month construction project.

4. Conclusions and Recommendations

4.1 Greenbrier No. 2 Pump Station Conclusions

As previously discussed, the existing G2PS has many existing deficiencies and challenges with its current location and layout. Alternative PS1 is the minimal approach to improving the G2PS through upsizing the pumps to meet capacity requirements and providing increased electrical reliability while utilizing the

existing force main. The Greenbriar Trunk project would need to be constructed if Alternative PS1 is chosen. Alternative Nos. PS2, PS3, PS4, and PS5 are completely new PSs and would construct a new force main directly to EA2PS which would eliminate the Greenbriar Trunk Project. Estimated total construction costs for the alternatives are summarized in Table 4-1.

Table 4-1: Pump Station Alternatives Construction Cost Estimates

	Estimated Construction Cost	Greenbriar Trunk Needed	Key Differentiators
Alternative **PS1** Rehabilitate Existing G2PS	$ 615,000	Yes	- PS remains non-compliant with LFUCG PS Design Manual and within roadway median. - Has operational compromises including wet well volume, accessibility, and emergency bypass connections. - Cheapest Alternative.
Alternative **PS2** New G2PS Inside USA	$3,680,000	No	- LFUCG PS Design Manual Compliant Design. - The site bucks grade and will require a deep PS with bore and jack for the sanitary sewer.
Alternative **PS3** New G2PS Inside USA	$3,570,000	No	- LFUCG PS Design Manual Compliant Design. - Already has an entrance off US-60. - Located in 100-year floodplain. -Windstream currently does not object to cohabitating on the site.
Alternative **PS4** New G2PS Outside USA	$3,340,000	No	-LFUCG PS Design Manual Compliant Design. -Located outside USA. -Property owner objects to PS on property.
Alternative **PS5** New G2PS Outside USA	$3,650,000	No	-LFUCG PS Design Manual Compliant Design. -Located outside USA. -Property owner currently does not object to to having PS on property.

4.2 Recommendations

The recommended alternative is Alternative PS3. This Alternative locates the new G2PS away from the Bahama Drive entrance and within the USA. This location has an existing entrance off of US 60 and is an existing utility area. Additionally, Windstream and KTYC currently have no objections with the proposed plan.

Hazen *Technical Memorandum*

Appendix A: Preliminary Drawings



LEGEND

- PROPOSED MANHOLE
- PROPOSED STRUCTURE
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY
- EXIST. MANHOLE
- EXIST. STRUCTURE
- EXIST. GRAVITY
- EXIST. FORCE MAIN
- EXIST. COMMUNICATIONS
- EXIST. GAS
- EXIST. ELECTRIC
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- PROPERTY LINES
- 100-YEAR FLOODPLAIN

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
CHECKED BY:	J. SCHUBARTH

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR CONSTRUCTION

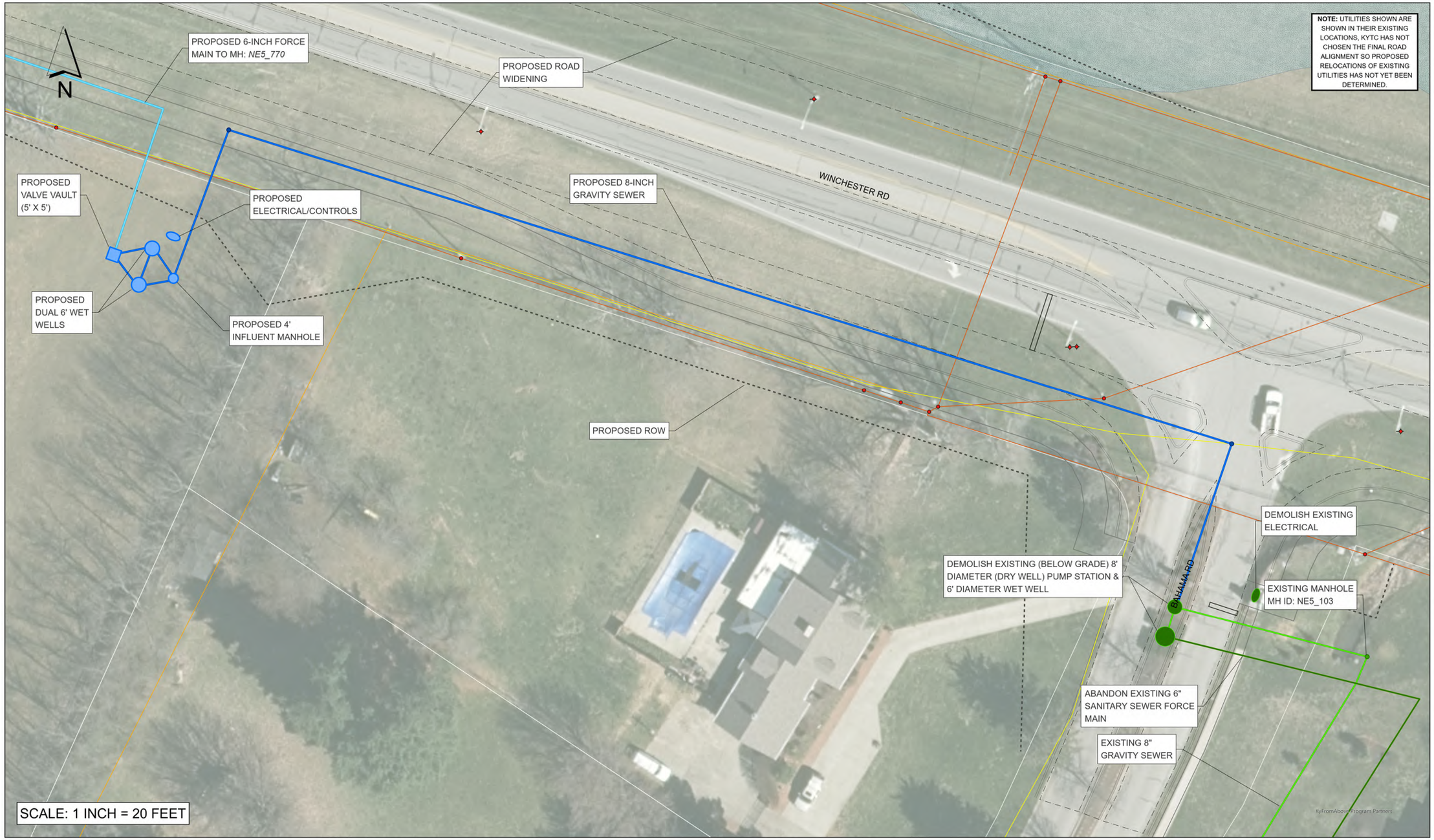
Hazen
HAZEN AND SAWYER
230 E. LEXINGTON GREEN CIR.
LEXINGTON, KY 40503

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS1 - EXISTING PS

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 1 OF 1
	ALT. PS1



LEGEND

- PROPOSED MANHOLE
- PROPOSED STRUCTURE
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY
- EXIST. MANHOLE
- EXIST. STRUCTURE
- EXIST. GRAVITY
- EXIST. FORCE MAIN
- EXIST. COMMUNICATIONS
- EXIST. GAS
- EXIST. ELECTRIC
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- PROPERTY LINES
- 100-YEAR FLOODPLAIN

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
CHECKED BY:	J. SCHUBARTH

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR CONSTRUCTION

Hazen
HAZEN AND SAWYER
230 E. LEXINGTON GREEN CIR.
LEXINGTON, KY 40503

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION ALTERNATIVE PS2

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 1 OF 2
	ALT. PS2



LEGEND

- PR. FORCE MAIN
- PR. GRAVITY SEWER
- EXIST. GRAVITY SEWER
- EXIST. FORCE MAIN
- EXIST. MANHOLE

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
CHECKED BY:	J. SCHUBARTH

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE — 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR CONSTRUCTION

Hazen
HAZEN AND SAWYER
230 E. LEXINGTON GREEN CIR.
LEXINGTON, KY 40503

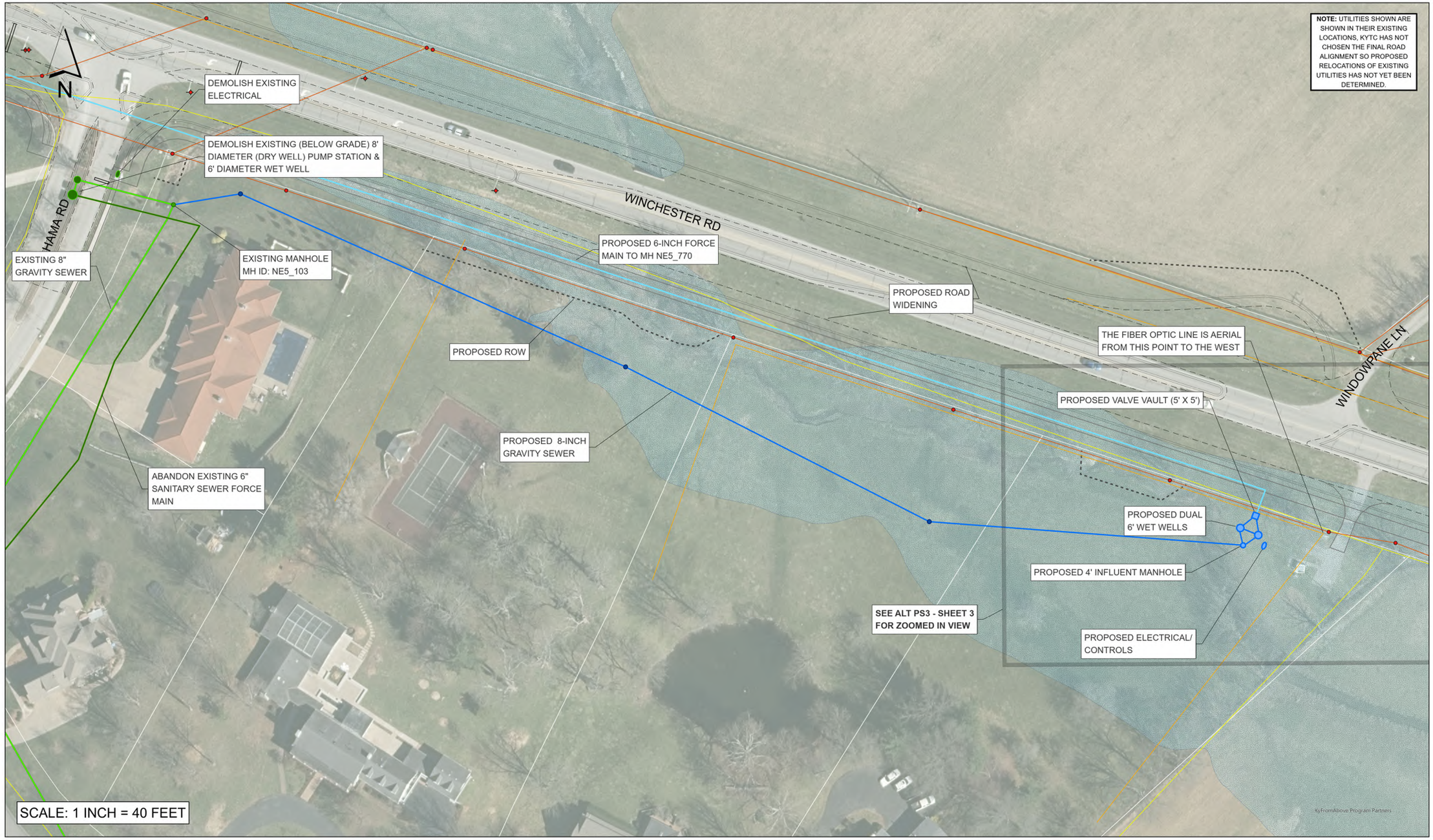
FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON KENTUCKY 1775

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS2 - TRUNK SEWER
TO EA2 PS

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 2 OF 2
	ALT. PS2



NOTE: UTILITIES SHOWN ARE SHOWN IN THEIR EXISTING LOCATIONS, KYTC HAS NOT CHOSEN THE FINAL ROAD ALIGNMENT SO PROPOSED RELOCATIONS OF EXISTING UTILITIES HAS NOT YET BEEN DETERMINED.

LEGEND

- PROPOSED MANHOLE
- PROPOSED STRUCTURE
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY
- EXIST. MANHOLE
- EXIST. STRUCTURE
- EXIST. GRAVITY
- EXIST. FORCE MAIN
- EXIST. COMMUNICATIONS
- EXIST. GAS
- EXIST. ELECTRIC
- EXIST. UTILITY POLE
- EXIST. LIGHT POLE
- PROPERTY LINES
- 100-YEAR FLOODPLAIN

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
CHECKED BY:	J. SCHUBARTH

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO FULL SCALE 0 1/2" 1"

PRELIMINARY DRAWING
DO NOT USE FOR CONSTRUCTION

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HAZEN AND SAWYER
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GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS3

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 1 OF 3
	ALT. PS3



LEGEND

- PR. FORCE MAIN
- PR. GRAVITY SEWER
- EXST. GRAVITY SEWER
- EXST. FORCE MAIN
- EXST. MANHOLE

PROJECT ENGINEER:	K. ZEHNDER
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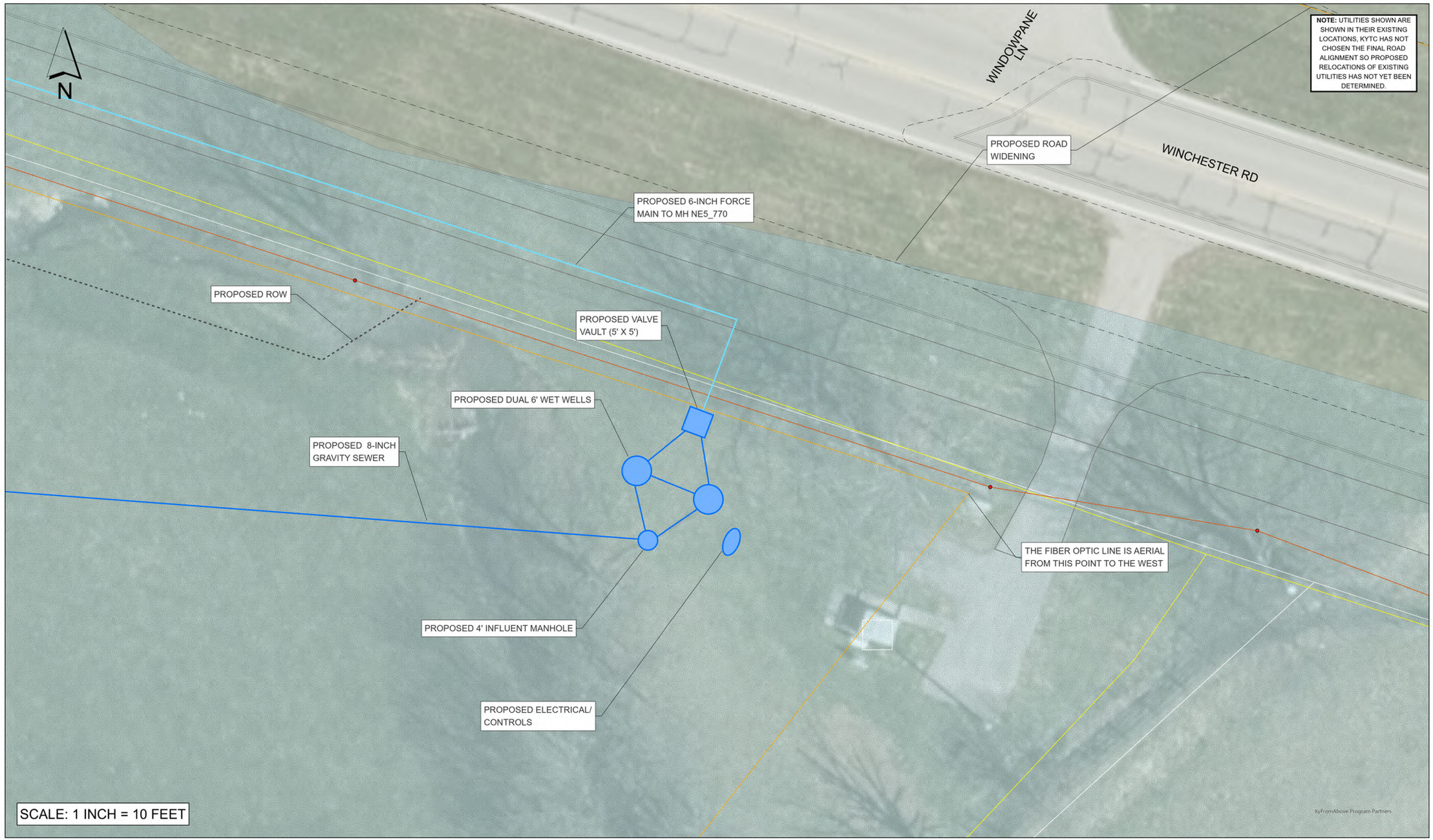
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HAZEN AND SAWYER
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LEXINGTON, KY 40503

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GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS3 - TRUNK SEWER TO EA2 PS

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 2 OF 3
	ALT. PS3



LEGEND

- PROPOSED MANHOLE
- PROPOSED STRUCTURE
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY
- EXST. MANHOLE
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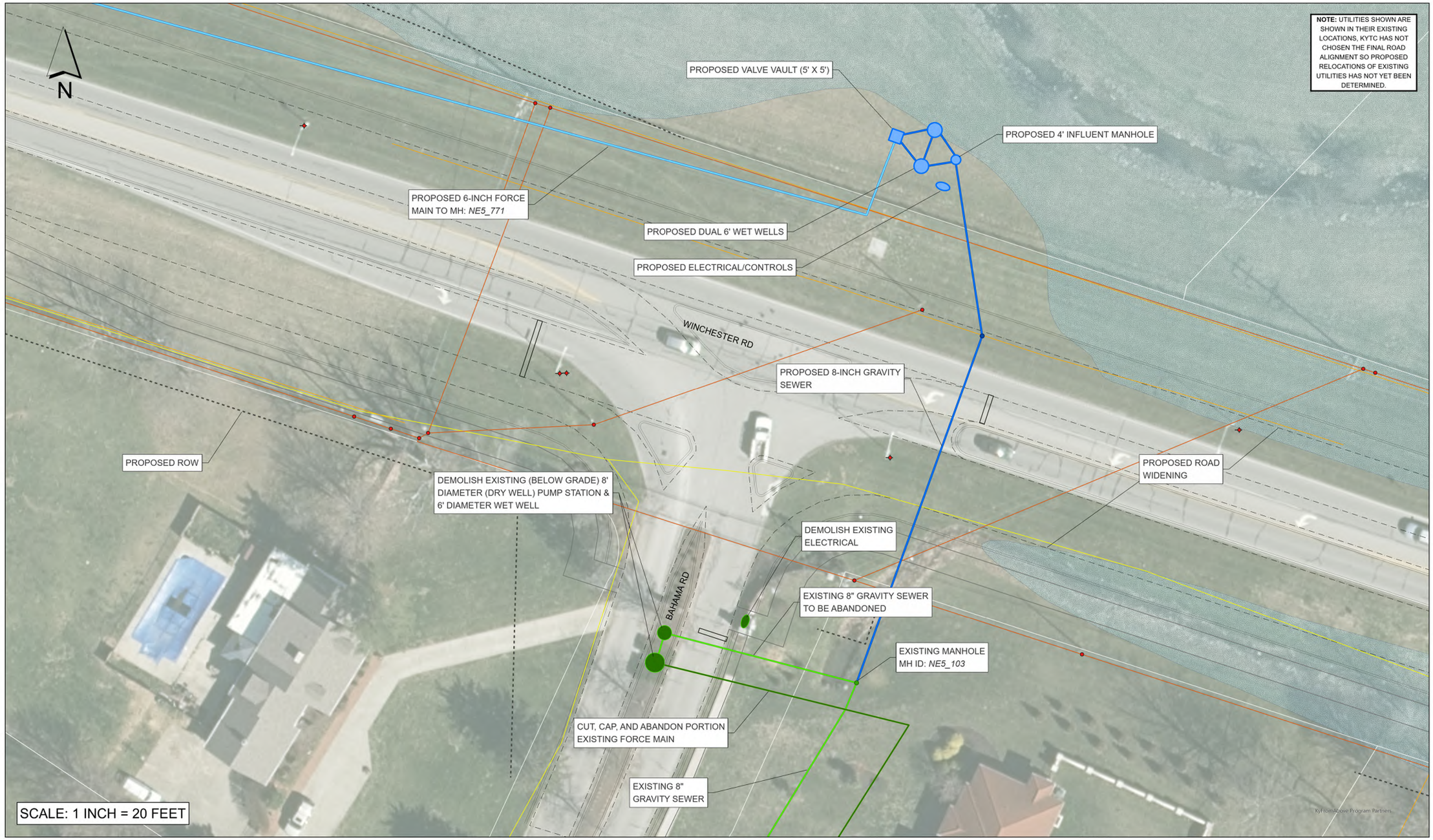
Hazen
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LEXINGTON, KY 40503

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION ALTERNATIVE PS3

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
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DRAWING NUMBER:	SHEET 3 OF 3
	ALT. PS3



LEGEND

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GREENBRIER 2 PUMP STATION
ALTERNATIVE PS4

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 1 OF 2
	ALT. PS4



LEGEND

PR. FORCE MAIN
PR. GRAVITY SEWER
EXST. GRAVITY SEWER
EXST. FORCE MAIN
EXST. MANHOLE

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
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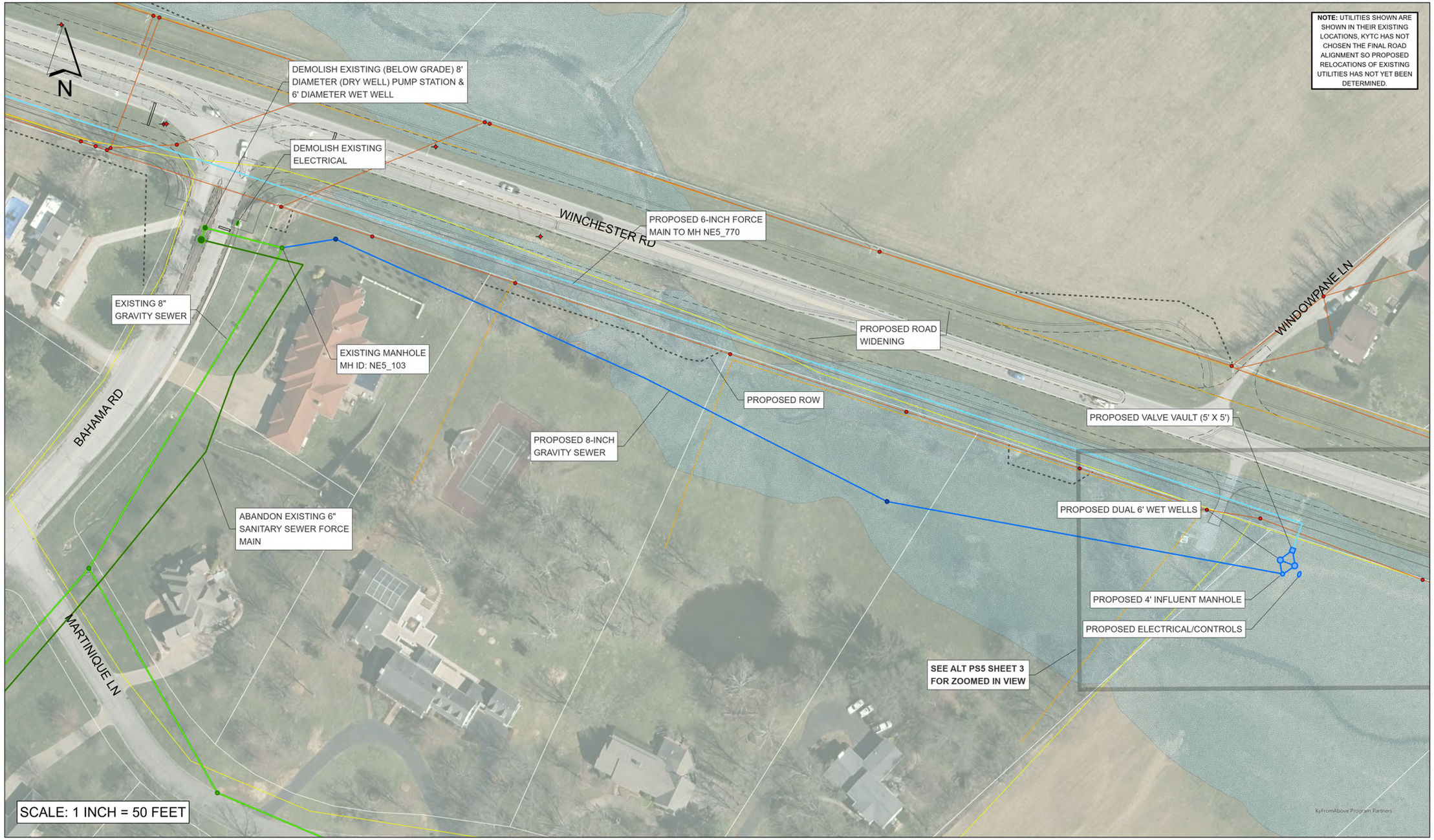
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HAZEN AND SAWYER
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LEXINGTON, KY 40503

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS4 - TRUNK SEWER TO EA2 PS

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 2 OF 2
	ALT. PS4



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GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS5

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 1 OF 3
	ALT. PS5



LEGEND

- PR. FORCE MAIN
- PR. GRAVITY SEWER
- EXST. GRAVITY SEWER
- EXST. FORCE MAIN
- EXST. MANHOLE

PROJECT ENGINEER:	K. ZEHNDER
DESIGNED BY:	M. ASALON
DRAWN BY:	E. FIELDS
CHECKED BY:	J. SCHUBARTH

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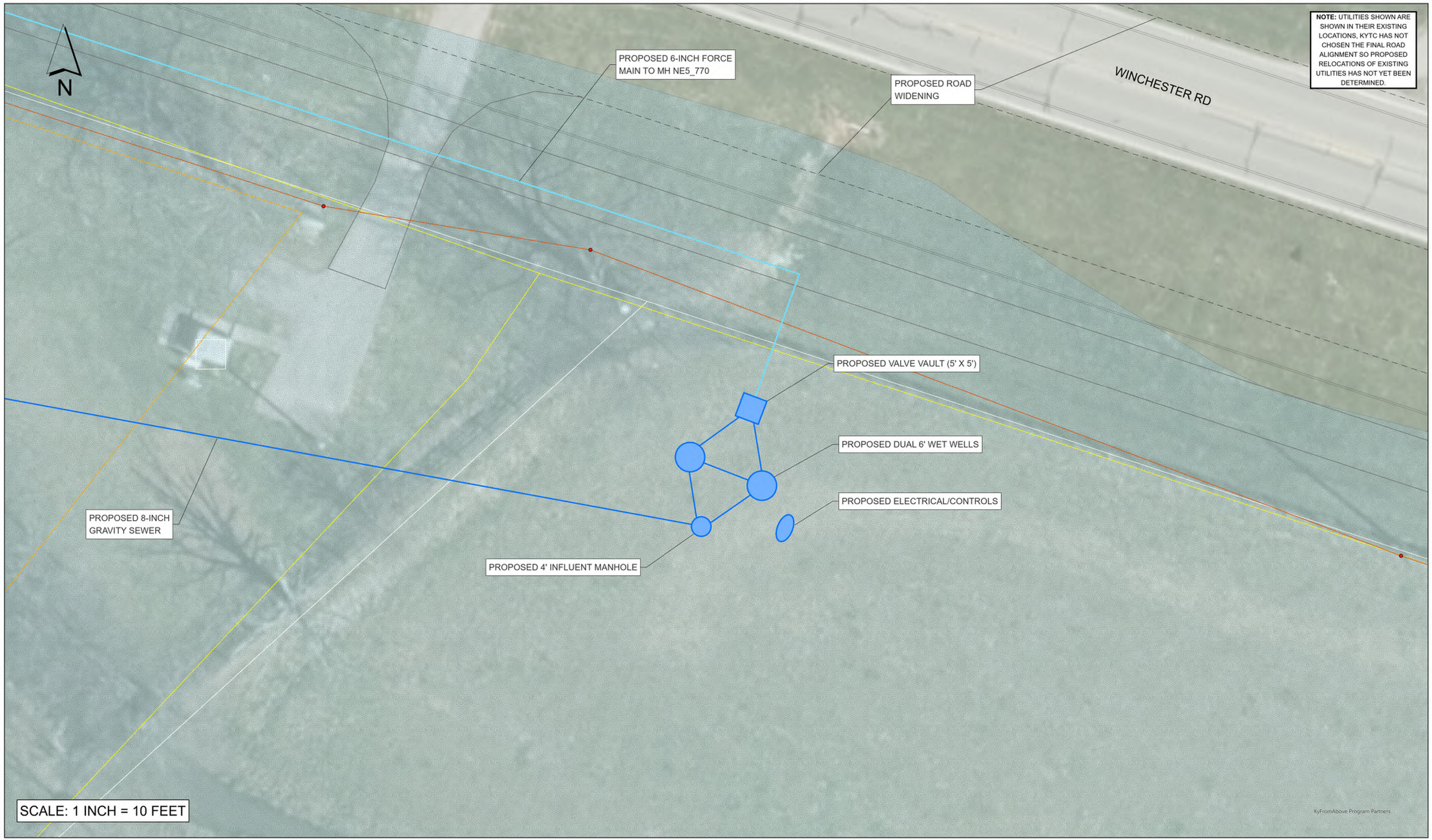
Hazen
HAZEN AND SAWYER
230 E. LEXINGTON GREEN CIR.
LEXINGTON, KY 40503

LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION ALTERNATIVE PS5 - TRUNK SEWER TO EA2 PS

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 2 OF 3
	ALT. PS5



LEGEND

- PROPOSED MANHOLE
- PROPOSED STRUCTURE
- PROPOSED FORCE MAIN
- PROPOSED GRAVITY
- EXST. MANHOLE
- EXST. STRUCTURE
- EXST. GRAVITY
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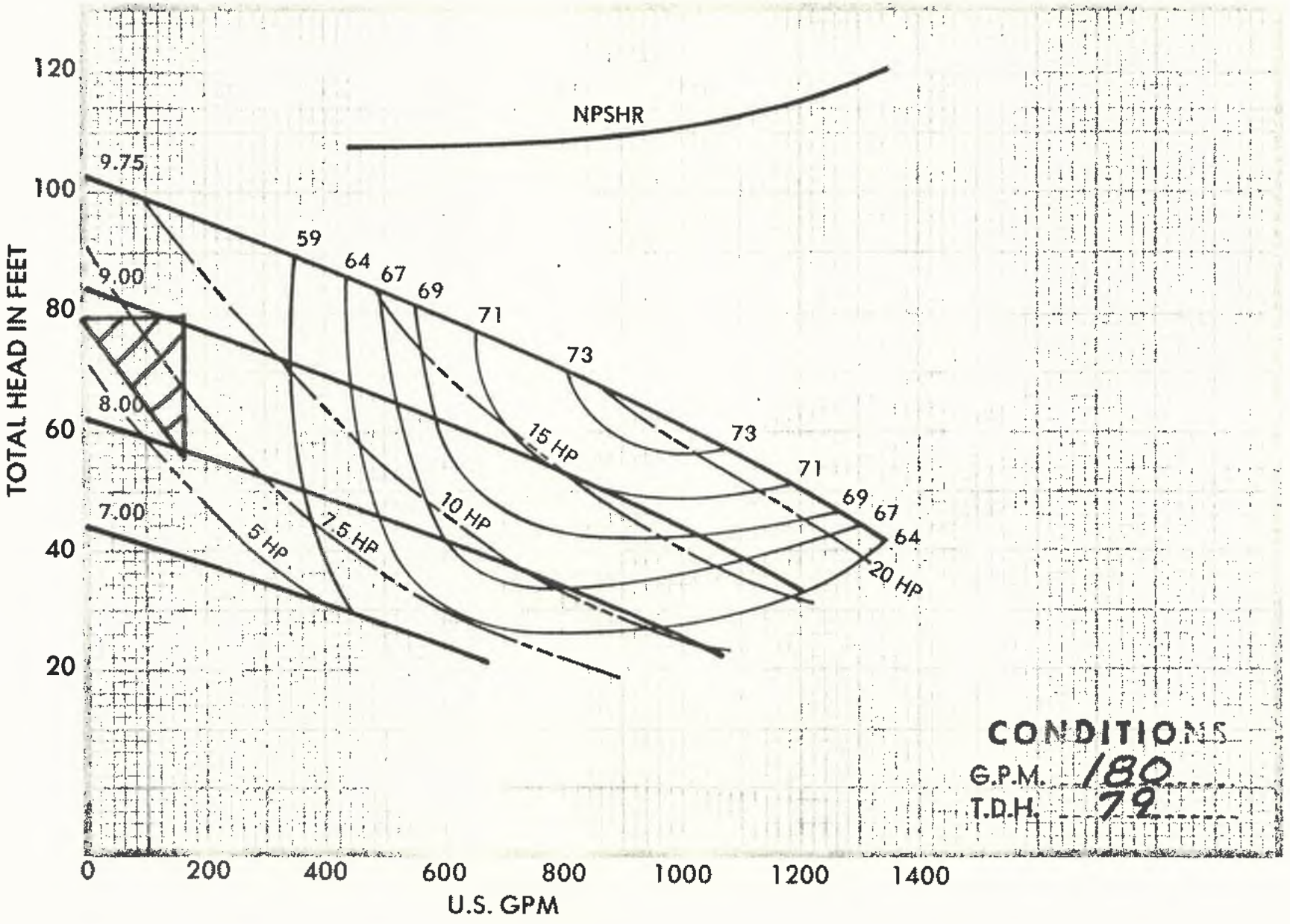
LFUCG
DWQ

GREENBRIER 2
PUMP STATION

GREENBRIER 2 PUMP STATION
ALTERNATIVE PS5

DATE:	MAY 2024
HAZEN NO.:	50005-017-513
CONTRACT NO.:	-
DRAWING NUMBER:	SHEET 3 OF 3
	ALT. PS5

Appendix B: Existing Pump Station Information



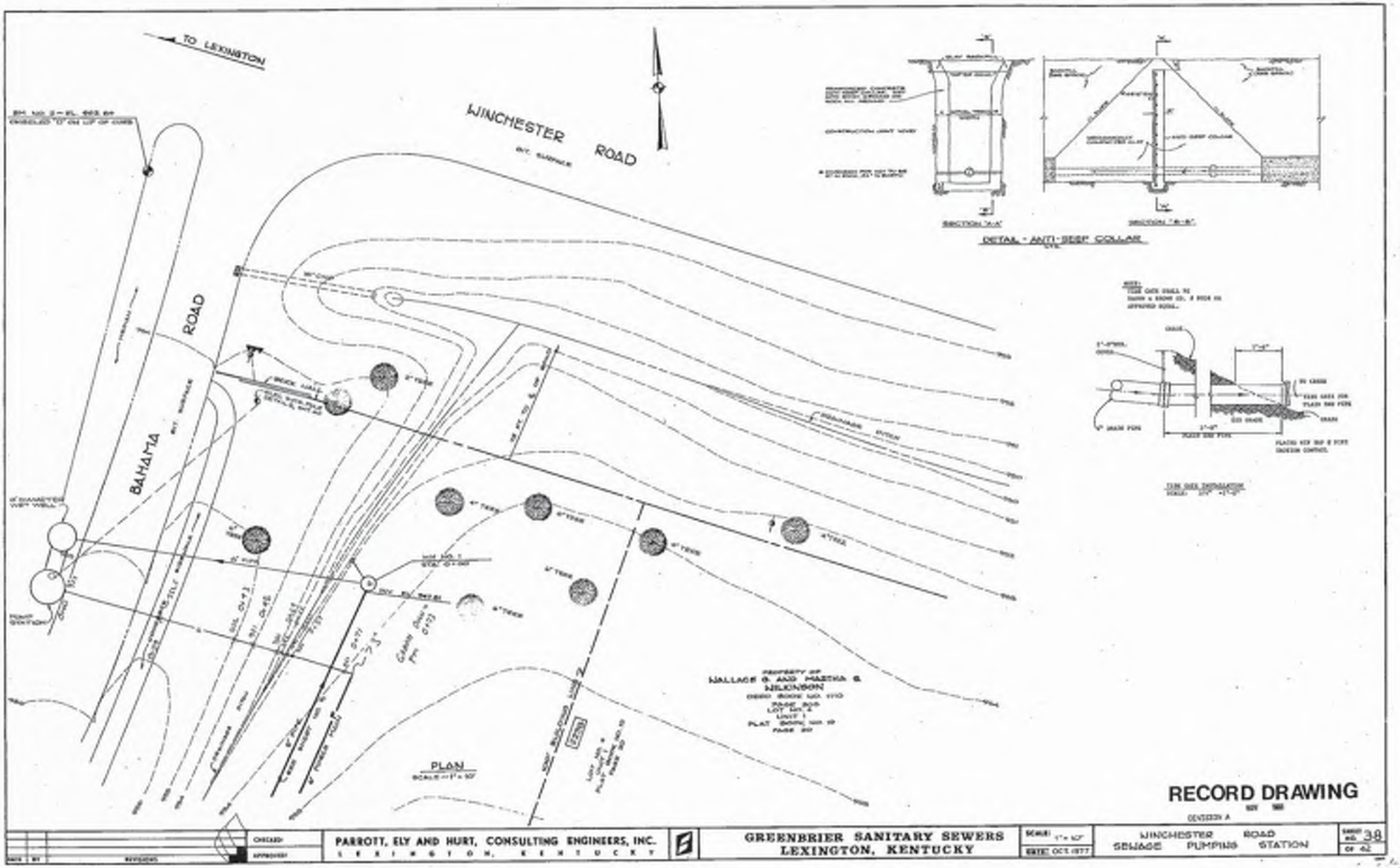
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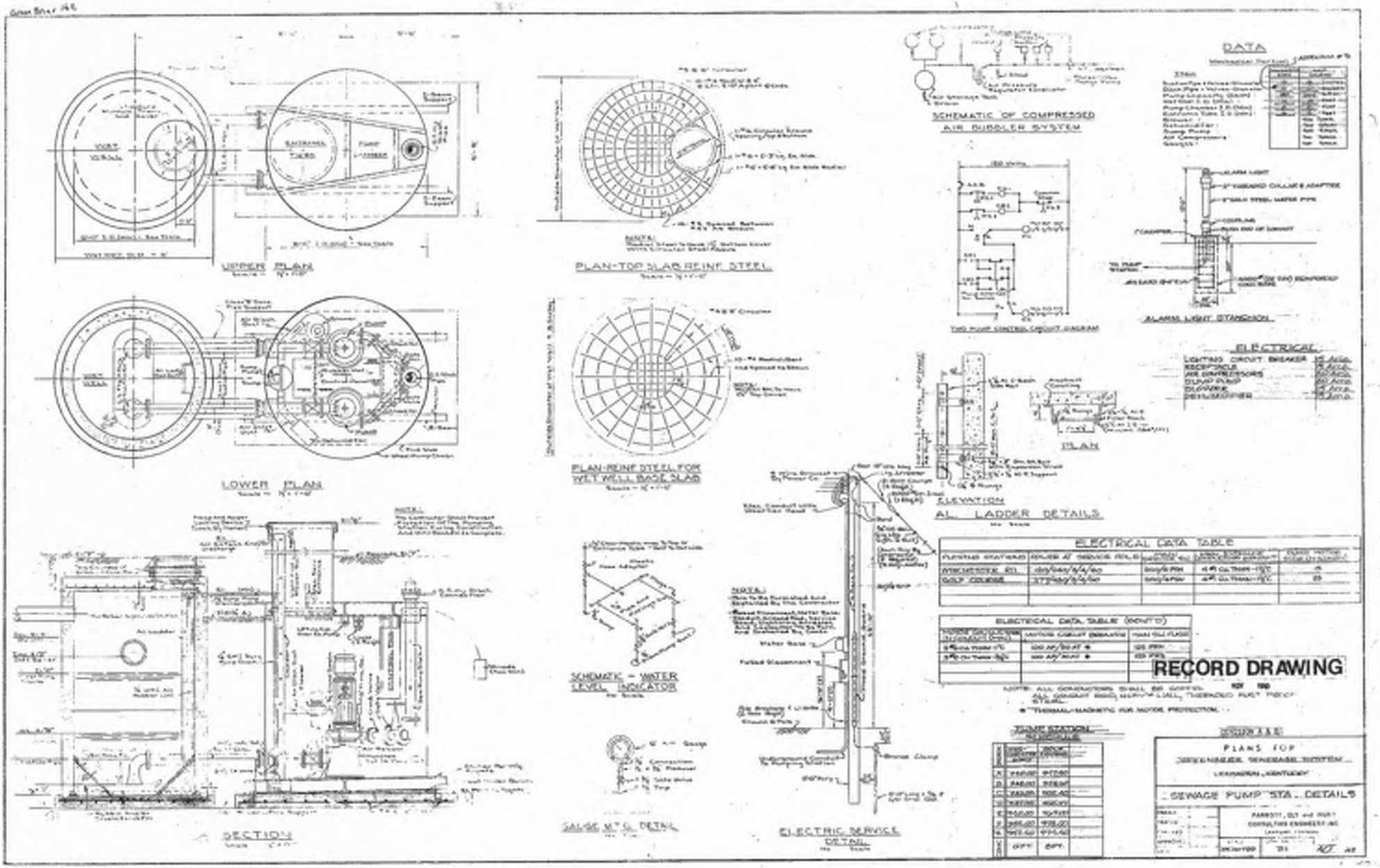
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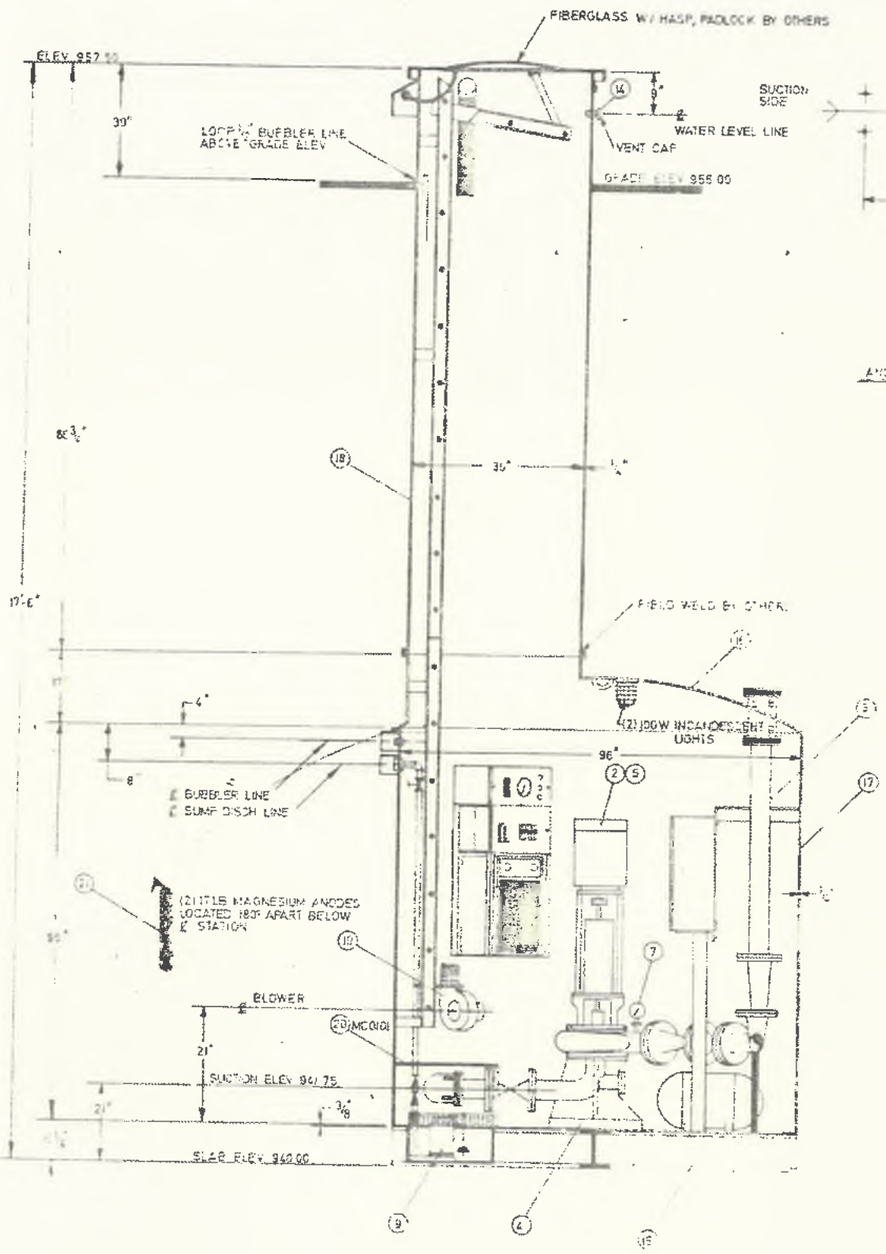
MAX. SPHERE
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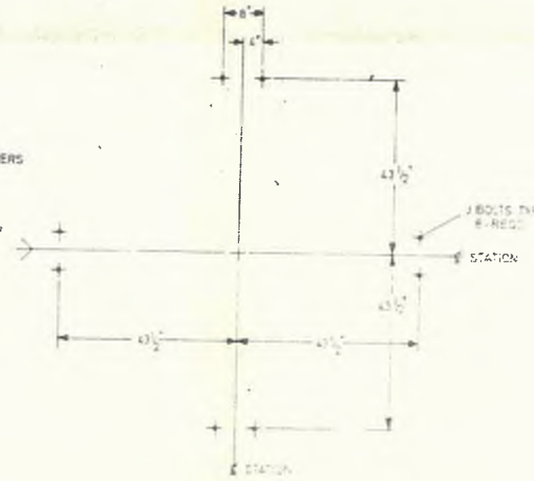
CONDITIONS
G.P.M. 180
T.D.H. 72

FAIRBANKS MORSE PUMPS

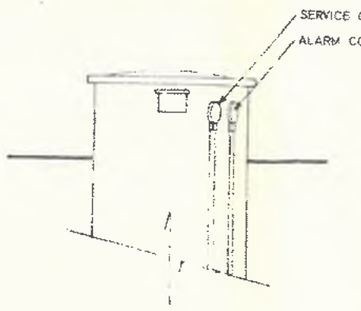

TO LEXINGTON
WINCHESTER ROAD
BAHAMA ROAD
PLAN
SCALE 1" = 50'
DETAIL - ANTI-SEEP COLLAR
RECORD DRAWING
PARROTT, ELY AND HURT, CONSULTING ENGINEERS, INC.
LEXINGTON, KENTUCKY
GREENBRIER SANITARY SEWERS
LEXINGTON, KENTUCKY
WINCHESTER ROAD
SEWAGE PUMPING STATION
SHEET NO. 38
OF 42

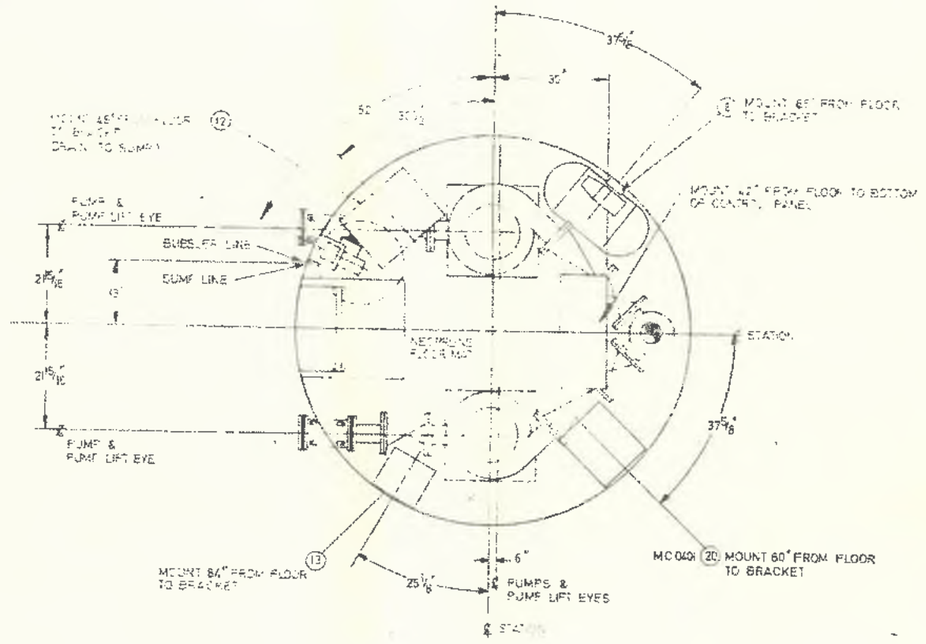

UPPER PLAN
PLAN-TOP SLAB REINF. STEEL
LOWER PLAN
PLAN-REINF. STEEL FOR WET WELL BASE SLAB
SECTION
SCHEMATIC - WATER LEVEL INDICATOR
GAUGE MTG. DETAIL
ELECTRIC SERVICE DETAIL
SCHEMATIC OF COMPRESSED AIR BUBBLER SYSTEM
DATA
TWO PUMP CONTROL CIRCUIT DIAGRAM
ALARM LIGHT STANCHION
ELECTRICAL
PLAN
ELEVATION
AL. LADDER DETAILS
ELECTRICAL DATA TABLE
ELECTRICAL DATA TABLE (CONT'D)
RECORD DRAWING
PLANS FOR
SEWAGE PUMP STA. DETAILS





ANCHOR BOLT LAYOUT





USEMCO

USEMCO INCORPORATED
P.O. Box 583 (608)372-5611 Tomah, WI. 54660

Description: STATION DRAWING

DRN. BY: DJ | CKD. BY: L.M.

DRG. No. 0 2 4 0 3 4 0 1

JOB NO. 3020 | Part No. | ITEM

LFUCG
GUIDANCE FOR DESIGN – WET WEATHER STORAGE TANKS, PUMP STATIONS, AND FLOW DIVERSION STRUCTURES

May 2016

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1.0 General Information

These design guidelines shall be used by design consultants to prepare plans and specifications for the Wet Weather Storage (WWS) facilities associated with the Lexington-Fayette Urban County Government (LFUCG) Sanitary Sewer System and WWTP Remedial Measures Plans (RMPs). The RMPs were submitted to EPA as part of the LFUCG Consent Decree requirements. These design guidelines were developed to be applicable to all LFUCG WWS facilities; however, it is anticipated that some design features will be revised to accommodate individual project site conditions. Design guideline revisions may be included in a project-specific Wet Weather Storage Facility Concept Design Technical Memorandum (CDTM). The purpose of these design guidelines, along with standardized technical specifications developed by LFUCG, is to establish the following:

- Provide limiting values for design-related items that can be used by LFUCG and the Program Management Team (PMT) to evaluate and review project reports, design plans, and specifications.
- Provide a uniform design practice for design consultants associated with the design of WWS facility projects.
- Achieve operational consistency.
- Provide for replacement parts compatibility among all WWS facilities (i.e. pumps, instrumentation, electrical components, etc.).

The design guidelines described herein are intended to supplement existing LFUCG design standards and technical specifications, other applicable local, state, and federal codes, and design requirements, and the CDTM that will be part of each project's Request for Proposal (RFP). Recommendations from the design consultants regarding any proposed deviations or unforeseen issues associated with these design guidelines shall be presented to LFUCG for review and approval.

The storage volume for each facility has been determined using hydraulic modeling with a Year 2035 2-year, 24-hour design storm event and Capacity Assurance Program (CAP) surcharging criteria as described in the RMPs. Design consultants shall consider the potential impact on the facilities and related equipment of peak flows from storm events that exceed the design storm.

2.0 Wet Weather Storage (WWS) Tank Design Guidance

A. Storage Tank Operation

1. WWS facility operation is typically initiated by flow or level at a critical hydraulic location in the vicinity of the WWS facility. A diversion structure shall be used to divert excess flows to a WWS pump station or in some cases directly into the WWS tank by gravity. The diversion system (including pump station where applicable) must have the capacity to deliver the peak hourly flow to the

WWS tank. This flow rate will be provided to the design consultants in the project-specific CDTM.

2. Flow return to the sewer will typically be by gravity; however, pumping may be required for a WWS tank that fills by gravity. The flow return system shall be designed to empty the entire storage volume in 12 to 24 hours (or as directed in the project-specific CDTM) to a location downstream of the diversion structure at a rate that does not result in surcharging sufficient to cause CAP violations or to cause upstream flow to be diverted to storage. A level monitor shall be provided at the diversion structure to initiate diversion operations and control the return rate. Depending on sewer flow conditions, it may take longer than 24 hours to empty the WWS tank(s).

B. WWS Tank Layout Design Guidance

1. Tank Numbers, Volumes, and Locations

   The RMPs identify the required storage volumes and approximate locations for each of the proposed WWS tanks within the LFUCG service area. This information shall also be provided to the design consultants in the project-specific CDTM, which will identify the number and size of tanks, phasing plan, general site location, diversion method, general piping routing, pumping systems, and other pertinent information.

2. WWS Tank Types

   WWS tanks shall be designed as rectangular cast-in-place or circular pre-stressed concrete tanks unless otherwise indicated in the project-specific CDTM. In some cases, LFUCG may direct the design consultant to prepare construction drawings and specifications for both rectangular cast-in-place and circular pre-stressed concrete tanks for the purpose of obtaining alternate bids.

3. Tank Construction Companies (Pre-Stressed Concrete Circular Tanks)

   WWS pre-stressed concrete circular tank selection shall consider the following tank construction companies:

   - Crom Corporation
   - Precon Tanks
   - Preload, Inc.
   - DN Tanks

   Other pre-stressed concrete circular tank construction companies that can provide an equivalent product shall be considered to obtain competitive tank pricing. Circular pre-stressed tanks shall be AWWA D110 Type II or III tanks.

4. Tank Roof

    a. All WWS tanks shall be covered. Tank roofs shall be cast-in-place or precast concrete. Roofs for rectangular tanks shall be sloped sufficiently to drain. Roofs for circular tanks shall be domed.
    b. The design consultant shall refer to the project-specific CDTM for information related to tank roofs.

5. Tank Floor Elevation

    a. When determining tank floor elevations, the design consultant shall consider existing geotechnical conditions, the floor level in the pump station to achieve proper tank drainage, and area flood elevations. At locations where there are multiple tanks, the floor elevations of all tanks shall be the same, unless otherwise indicated in the project-specific CDTM.

    b. The design consultant shall refer to the project-specific CDTM for additional information related to the tank floor elevation.

6. Tank Floor Slope

    The tank floor shall slope a minimum of three percent to a center drain and gravity effluent piping.

7. Tank Roof Vents

    Tanks shall be properly vented for maximum filling and draining. Passive ventilation systems shall be adequately sized to accommodate filling and draining of the WWS tanks at maximum anticipated flow rates. The design consultant shall determine the required number, size, and locations of tank vents.

8. Tank Overflow System

    a. Tanks shall include an overflow system with a minimum of one or more internal overflow pipes per tank or tank compartment. The overflow piping system shall be located at the elevation of the tank's maximum storage volume. The overflow system piping shall be sized for the maximum pumping rate of the diverted flow. Overflows shall be routed back to the existing sewer system downstream of the diversion structure unless otherwise indicated in the project-specific CDTM.

    b. Overflow system piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy and ceramic epoxy interior lining.

    c. The design consultant shall refer to the project-specific CDTM for additional information related to the type, locations, and layout of the tank overflow piping system.

9. Tank Inlet, Transfer, and Dewatering Piping, Gates, and Valves

    a. The tank inlet, transfer and dewatering piping, gates, and valves shall be sized for the Wet Weather Storage Pump Station (WWSPS) firm capacity.

    b. Tank inlet piping shall be located at an elevation that maximizes the efficiency of the WWSPS pumps.

    c. If proposed WWS tanks have separate compartments, tank transfer piping, gates, and/or openings shall be designed to operate in parallel. If multiple tanks are proposed, tank transfer piping, gates, and/or openings shall be designed to allow the tanks to operate in either parallel or series, as defined in the project-specific CDTMs.

    d. Interior tank inlet and dewatering piping shall be flanged ductile iron pipe with an exterior coating of coal tar epoxy, and ceramic epoxy interior lining.

    e. The design consultant shall refer to the project-specific CDTM for additional information related to the tank inlet, transfer, and dewatering system.

10. Tank Access

    a. Each tank shall have ground level watertight wall access manways equally spaced around the perimeter of the tank. For a circular tank the number of manways shall be determined based on the diameter of the tank with one manway per 50’ in diameter and a minimum of three manways. For a rectangular tank, one manway shall be included in each tank wall. Wall-mounted manways shall be equipped with a watertight painted steel hinged door.

    b. Each manway shall have an aluminum landing, handrail, and staircase on the interior of the tank to allow access to the tank floor.

    c. Each tank shall have one 6-foot x 6-foot roof hatch. The hatch shall be installed with a rigid safety grate.

    d. An exterior ladder shall be installed for access to the roof and roof hatch. The ladder shall be caged and locked at the ground level with offset platforms meeting OSHA requirements.

    e. A handrail shall be installed around the perimeter of the tank roof.

    f. All personnel access points into the WWS tanks should be clearly marked that the internal portions of the tank are a “confined space.” The design consultant shall refer to the project-specific CDTM for additional information related to tank access.

11. Tank Level Sensors

    a. Tanks shall have at least two level sensors to monitor the tank's water level, measure return flow volumes, and to stop the WWSPS pumps (or close an isolation valve for gravity-in facilities). Each tank shall also have one backup sensor to stop the WWSPS pumps should the primary level sensors fail.

    b. The design consultant shall refer to the project-specific CDTM for additional information related to the number and locations of tank level sensors.

12. Tank Coatings and Exterior Treatments

    a. The interior of WWS tanks (walls, floor, and roof) shall not require a coating.

    b. The exterior walls and roof of cast-in-place concrete and pre-stressed concrete tanks constructed above grade at wastewater treatment plants shall be coated with a twice rubbed finish followed by a paint coating. Paint color shall be selected by LFUCG.

    c. All WWS tanks that are not located at wastewater treatment plants shall have architectural finishes or treatments for the tank exterior, as per the project-specific CDTM.

13. Tank Odor Control

    Odor control is not required for WWS tanks. Space for possible future odor control equipment along with duct connections for air withdrawal shall be provided.

14. Windows

    Tank windows for concrete circular tanks shall be "eyebrow" type with polyester mesh screen. The number of windows shall be equal to the number of access manways. Windows shall be located over the access manways and shall be used for both venting and natural light.

C. <u>WWS Site Design Guidance</u>

1. Setback Requirements

   Setback distances for WWS tanks will be as directed by DWQ during design.

2. Stormwater and Erosion Control

   To the maximum extent possible, the LFUCG's "Stormwater Management Low Impact Development Guidelines for New Development and Redevelopment" shall be used as a guideline for managing stormwater and utilization of "Best Management Practices" (BMPs) for erosion control. Design plans shall include a Stormwater Pollution Prevention Plan (SWPPP).

3. Equipment Access and Maintenance Area

   A 20-foot (minimum) wide paved equipment access corridor shall be provided around WWS tanks for construction, equipment, and maintenance access. This area shall be above the 100-year flood elevation, unless otherwise indicated in the project-specific CDTM.

4. Site Piping Materials

   a. Site gravity sewer piping materials shall be ductile iron, PVC, or fiberglass-reinforced pipe (FRP) pipe unless otherwise indicated in the project-specific CDTM.

   b. Buried pressure piping shall be ductile iron or PVC with restrained type joints.

   c. All buried ductile iron piping shall have ceramic epoxy interior lining and the standard asphaltic exterior coating. All exposed pipe shall be flanged.

5. Pipe Abandonment

   Sewer pipes 18-inches and larger which are located under pavement with public access shall be safeloaded. All other abandoned sewer pipe shall be plugged. Public access paved areas shall include public roads, commercial/industrial driveways and parking lots and multi-family apartments with more than two units.

6. Site Access/Lighting/Fencing

   a. Site entrance, parking area for service vehicles, security lighting, and security fencing shall be provided. Lighting and fencing shall incorporate designs as appropriate for individual sites and as directed by DWQ. Perimeter site security fencing shall be required around the entire WWS site (or as directed by DWQ) unless the site is located within another secured fenced area.

   b. The diversion structure and WWSPS shall be designed to be accessible and fully operational during a 100-year flood event, unless otherwise indicated in the project-specific CDTM.

   c. The project-specific CDTM may include additional information related to access, parking, security fencing, and lighting requirements.

7. Landscaping/Buffer Areas

   a. A landscape plan shall be required to provide screening as appropriate for the site location.

   b. The project-specific CDTM may include additional information related to landscape plan requirements.

8. Environmental Concerns

   The design consultant shall refer to the project-specific CDTM for additional information related to environmental concerns. A Phase 1 Environmental Site Assessment Screening will be included in the CDTM.

9. Floor Elevations

   The floor for electrical/control buildings shall be a minimum of two feet above the FEMA 100-year flood elevation.

10. Water Supply

    a. A site water system shall be provided to facilitate cleaning and maintenance of the WWS tank and appurtenant facilities. The site water system shall be designed to provide a minimum of 100 gpm at 75 psi to accommodate said maintenance. Depending on the project location, the site water system shall use either potable or plant process water. Where potable or plant process water is available at the specified flow and pressure, the site water system shall consist of yard piping and flush-mounted hose connections at each WWS tank access manway.

    b. Where the specified potable or plant process water is not available, the site water system shall consist of a water storage tank with capacity for 30 minutes of washdown, yard piping, booster pump connections (for both the storage tank and yard piping), and flush mounted hose connections at each WWS tank access manway.

    c. For potable water installations, the meter and backflow prevention device shall be installed per Kentucky American Water Company requirements.

D. <u>WWS Tank Structural Design Guidance</u>

1. Tank Structural Design

   Cast-in-place tanks, prestressed concrete tanks, and foundations shall be designed in accordance with all applicable codes and design requirements.

2. Geotechnical Design/Soil Borings

   a. The design consultant shall obtain a Geotechnical Design Report which includes soil/rock borings for the tank(s), pump station, and diversion structure as sufficient to support structural designs. This report shall also include geotechnical design recommendations. The Geotechnical Design Report shall be included as “Information Only” in the contract documents.

   b. For projects involving prestressed concrete tanks, the design consultant shall coordinate the geotechnical study with at least one prestressed concrete tank supplier to determine their geotechnical information needs.

c. The design consultant shall refer to the project-specific CDTM for additional information related to geotechnical design and soil borings. A preliminary geotechnical report may be included in the CDTM.

3. Flotation Protection

   WWS tanks, pump stations, and diversion structures shall be protected from floatation during high groundwater and flood conditions assuming the structures are empty.

4. Bottom Slab and Foundation Design

   The foundation design procedure for all wet weather storage tanks, constructed as prestressed concrete tanks, will be as follows:

   a. The consultant will request a design from all tank manufacturers/contractors during the design phase, prior to the bidding phase.

   b. The consultant will review and evaluate the designs received from the manufacturers/contractors. Giving consideration to the manufacturer's design, the consultant will engineer a foundation that will be used as the minimum basis for bidding. Consideration should be given to the most conservative of the tank manufacturers' designs as the basis for design and bidding.

   c. The consultant's engineered foundation will be provided within the contract documents for the project bearing the consultant's seal and signature. Furthermore, the drawing and specification will provide language indicating the following stipulations for the design and construction of the tank:

      1) The foundation, tank walls, and tank top will be engineered by the tank manufacturer.

      2) The tank manufacturer/contractor shall, as part of the submittal process, provide signed and sealed shop drawings for the tank and foundation.

      3) The tank manufacturer/contractor will be responsible for the tank and foundation system in its entirety. Any deviations in the foundation design shall be noted in the calculations for the consultant's approval. The consultant reserves the right to approve/disapprove any design that does not meet the minimum basis for bidding.

      4) The consultant may include a statement on the drawings to note that approved tank construction companies provided information during the design: "In the preparation of the drawings, the engineer relied upon information provided from the approved tank construction companies to establish the basis of design, bidding and award."

5. Seismic Design

   The design consultant shall consider seismic design elements in accordance with applicable code requirements.

6. Concrete Mix Design

   The design compressive strength and mix design requirements of concrete used in constructing WWS tanks, pump stations, and diversion structures shall be as provided in LFUCG's technical specifications.

E. WWS Sole Source Equipment

DWQ may require select equipment to be procured via a strict procurement protocol. This Sole Source Equipment Procurement Protocol is included in Appendix A.

3.0 WWSPS Design Guidance

A. General

1. Pump station design shall comply with LFUCG design guidelines for Class A pump stations, except as identified herein or in the project-specific CDTM.

2. The design consultant shall use this information to determine pump type, pump configuration and numbers, capacity, speed, weight, dimensions, drives, and system operation.

3. Since the WWSPS will operate intermittently, provisions must be made to drain the WWSPS effluent force main through an automatic valve, discharging to the pump station wet well after flow return operations have been completed.

4. The top of wet well and valve vault shall be a minimum of two feet above the 100-year flood elevation.

B. Diversion Pumps

Diversion pumps, if needed, shall be designed for the firm capacity of the WWSPS. Pumps shall be submersible, variable speed, and discharge to an interior piping system. Pumps shall be controlled by a level sensor in the wet well. A backup high level sensor shall also be provided to alarm and control the pumps should the primary level sensor fail.

C. Dewatering Pumps

Dewatering pumps, if needed, shall be sized to remove the total volume in the tank not removed by gravity, dewater the ultimate tank storage capacity under dry weather flow conditions, and be capable of variable flow control to allow for dewatering as soon as capacity is available while avoiding excessive levels at the diversion structure and/or trunk sewer during return flow. Dewatering pumps shall be submersible,

variable speed, and discharge into the existing sewer system downstream of the diversion structure.

D. Wet Well

The WWSPS wet well shall be a wet pit submersible station with a single wet well complying with Hydraulic Institute Standards. When possible, a trench-type self-cleaning wet well shall be considered.

E. Pipe Materials

Interior pump station piping shall be flanged, ductile iron pipe. Pump discharge piping shall be ductile iron with restrained joints in buried applications and flanged joints in exposed applications. All piping shall have an interior lining of ceramic epoxy and all exposed pipe shall have an exterior coating of coal tar epoxy.

F. Sump Pumps

Duplex grinder sump pumps shall be provided (50 to 100 gpm minimum) to remove all remaining wastewater from the WWS tank and the WWSPS wet well. All sump pumps shall be submersible and discharge to the flow return system piping or other gravity sewer.

Sump pumps shall start upon cessation of the wet weather pumps and low level in the wetwell, and shall stop if the level rises and the wet weather pumps restart.

G. Buildings

Pump and electrical/control buildings shall have split face CMU block walls unless stipulated otherwise in the project-specific CDTM.

Other building features (HVAC, doors and windows, lighting, roofing, etc.) shall be in accordance with LFUCG standard specifications.

The floor elevation of electrical buildings and generator pads shall be a minimum of 2 feet above the 100-year flood elevation.

H. Valves

Valves and gates for WWS tanks and appurtenant structures shall comply with LFUCG's guidelines for Class A pump stations. Throttling valves shall be sluice gates in chambers and plug valves in pipes. Isolation valves shall be plug type. Tops of valve vaults shall be a minimum of 2 feet above the 100-year flood elevation.

I. Ventilation

Ventilation of the WWS wet well and valve vault shall be a non-mechanical system (J vent or similar).

4.0 Flow Diversion Structure Design Guidance

A. General

1. The flow diversion structure diverts excess flows to the WWSPS wet well and shall be located on the trunk sewer. The flow diversion structure shall be a cast-in-place or precast concrete structure.

2. The design shall be based on avoiding exceedance of Capacity Assurance Program (CAP) criteria at peak flow conditions during a 2-yr, 24-hr storm under future conditions (Year 2035). "CAP criteria" is defined as flow levels that exceed 2 feet above the crown of a gravity sewer pipe or that are within 3 feet of the rim elevation of a gravity sewer manhole.

3. Access hatches shall be provided as required to provide maintenance access to the main chamber, mechanical screen, and throttling gate. Fall protection is required at all hatches. Consideration shall be given to the maintenance and potential replacement of the mechanical screen.

4. Ultrasonic level detection shall be provided in the flow diversion structure, and will be used to initiate flow diversion, control tank discharge, and to allow LFUCG staff to monitor flow levels in the trunk sewer.

5. The top of the flow diversion structure shall be a minimum of 2 feet above the 100-year flood elevation, with an adjacent area large enough to park a maintenance vehicle slightly below the structure elevation. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.

6. The design consultant shall refer to the project-specific CDTM for additional information related to design requirements for the operation and control of the flow diversion structure.

B. Overflow Weir and Screen

1. The flow diversion structure shall include an adjustable overflow weir and a comb-type, vertical, mechanical screening device to prevent debris from entering the WWSPS wet well and tank. All control panels, and other electrical components shall be located in the Electrical Room.

2. Hydraulic power packs shall be located in enclosures near the equipment. Underground hydraulic tubing associated with the comb-type screen shall be installed in PVC pipe or conduit.

3. The design consultant shall refer to the project-specific CDTM for additional information related to overflow weir and screen.

C. Access Platform

A screen access ladder and platform, or other similar means of access meeting all applicable OSHA requirements shall be provided. The platform or working area shall be above the 100-year flood elevation and provide ready access to all mechanical components.

D. Valves

Isolation and throttling gates in chambers shall be sluice gate type.

E. Ventilation

Refer to Paragraph 3.0.I of this document

5.0 Flow Return Design Guidance

A. Gravity Flow Return

1. Unless otherwise indicated in the project-specific CDTM, gravity flow return shall be controlled by a plug valve with electric actuator. The plug valve and actuator shall be located in a valve vault with an aluminum access hatch and fiberglass grating fall protection. Top of vault shall be a minimum of 2 feet above 100-year flood plain.

2. If the valve vault is 8’-0” or deeper, it shall be provided with a davit crane base suitable for a removable davit crane with emergency retrieval device.

3. The plug valve shall be capable of controlling the design return flow rate. Once wet weather flows recede, return will be capable of automatic activation. The valve will open to a determined setpoint for initial dewatering. It will then open to a determined setpoint to complete dewatering within desired time. A level element in the diversion structure will cause the valve to close incrementally if level approaches the maximum allowable level in the diversion structure and/or trunk sewer. Secondary level controls or flow controls may be required at other locations as indicated in project-specific CDTM.

4. New gravity sewer manholes with rim elevations below the 100-year flood elevation shall be watertight, with bolt-down frames and lids.

B. Pumped Flow Return

Refer to Paragraph 3.0A. Dewatering Pumps (if needed) shall be designed to control return flow in a manner similar to the plug valve controlled gravity flow described in Paragraph 5.0A.

C. Valves

Throttling and isolation valves in pipes shall be plug valves.

6.0 Electrical and Instrumentation/Control Design Guidance

A. General Electrical Design Requirements

1. The electrical distribution should include considerations for reliability, maintainability and safety.

2. Reliability should be based on two independent sources of power defined as one utility source and one permanently-installed standby power generator source, unless otherwise defined in the project-specific CDTM.

3. Electrical distribution configuration:

4. For powering new “green field” installations, the configuration of the new distribution system will be simple radial distribution configuration.

5. For powering expansions to existing facilities wherein an existing simple, radial-feed distribution configuration has been previously employed, the expansion shall maintain the radial-feed configuration.

6. For powering expansions to existing facilities wherein an existing loop-fed, “main-tie-main” secondary selective configuration has been previously employed, the expansion shall maintain the loop-fed configuration.

7. Provide for an electrical distribution that is maintainable with capability for portions of the distribution to be taken out of service for routine maintenance (i.e. cable meggering, bus meggering, circuit breaker inspection/testing, etc.).

8. Power distribution voltage shall be 480/277V unless otherwise defined in the project-specific CDTM. 4160V systems will be considered on a case-by-case basis when warranted by facility loads. 240V three-phase and 240/120V single-phase distribution will be allowed in expansions of existing facilities wherein these distribution voltages have been previously employed and where new loads can reasonably be accommodated. Wye-grounded systems are preferred in all systems for both protection and safety with the exception of existing facilities connected to delta-connected systems.

9. Provide ability to safely operate electrical equipment from a remote location to avoid exposure to arc-flash potential.

B. Electrical Rooms

Electrical rooms containing variable frequency drives (VFDs) shall be air conditioned. Space shall be sufficient to install all cabinets on housekeeping pads with 360 degree accessibility and in accordance with applicable code requirements.

C. Electrical Equipment and Panels

Electrical equipment including switchgear, electrical panels, VFDs, and non-submersible motor operators shall be enclosed in an Electrical Building and installed a minimum of 2 feet above the 100-year flood elevation. Electrical panels, pump drives, and control panels shall be of material and NEMA rating as defined in the standard technical specifications. Exterior electrical panels or enclosures shall be NEMA 4X stainless steel.

D. Tank Convenience Outlets

Exterior rated 120V convenience outlets shall be required. These outlets shall be located near the access manways.

E. Lighting

Exterior lighting shall be required for security purposes but shall be designed with sensitivity to the adjacent residential properties to the extent practicable. Lighting inside the Electrical Building is required, but lighting inside the WWS tank, pump station wet well, and flow diversion structures is not required. The project-specific CDTM may include other lighting requirements.

F. Tank Roof Lightning Protection

Lightning protection for WWS tank roofs is not required.

G. Instrumentation and SCADA/Telemetry System

Instrumentation/SCADA shall enable local and remote monitoring of the system including but not be limited to:

- Radio telemetry unit
- Gate and valve actuators and automatic plug valve on the gravity return line
- Diversion activation
- Screening unit operation
- Valve position indicators for all automatic valves or gates
- Diversion structure water level monitoring
- Pump on/off and run times for the storage facility duty pumps, dewatering pumps, and wet well sump pump
- System failure for all operational pumps and operators
- Power supply status
- WWS tank level monitoring
- Alarms for all pumps and actuators

Remote control of the return valve and the diversion throttling gate shall be provided. Measurement of flow volumes returned to the trunk sewer system shall be by recording changes in tank level through the programmable logic controller (PLC) associated with the SCADA system. Details on the PLC and SCADA system are provided in LFUCG standard specifications.

H. Variable Frequency Drives (VFDs)

Unless otherwise defined in the project-specific CDTM, the design consultant shall utilize variable frequency drives (VFDs) for all process equipment utilized in variable speed applications. VFDs shall be either 6-pulse or 18-pulse as determined by the design consultant. The design consultant shall be aware of the need to reduce harmonic distortion caused by the use of VFDs. The Institute of Electrical and Electronics Engineers (IEEE) 2014 edition of Recommended Practice and Requirements for Harmonic Control in Electric Power Systems (Standard IEEE 519-2014) shall establish the limitations of individual harmonic limits and total harmonic distortion for voltage and current at the Point of Common Coupling (PCC). The PCC shall generally be considered either:

- The first common bus or parallel busses downstream of the point at which the Owner receives electrical energy from the utility, or
- The first common bus or parallel busses downstream from the Owner's transformation from one medium voltage to a lower medium voltage (such as 13.8KV primary stepped down to 4.16KV secondary) or from medium voltage to low voltage (typically 13.8KV, 12.47KV, or 4.16KV primary stepped down to 480/277V or 208/120V secondary).

The design consultant shall collaborate with the technical staff of the VFD manufacturer for the VFD serving as the basis of design to engineer an IEEE 519-compliant solution. Input reactors, DC link chokes, 18-pulse phase-shifting input transformers, "active front-end" VFDs, active filters, and passive filters are all options that may be employed in meeting IEEE 519-2014 requirements. In all cases, the foremost objectives shall be to maximize:

- Reliability through industrially-hardened components and equipment
- Maintainability through ease of isolation and removal/replacement of modular components
- "Replaceability" through "off-the-shelf" equipment and components versus specially-engineered and proprietary solutions.

I. Standby Power

Standby power for the WWSPS, valve and weir operators, screen, and mechanical ventilation system shall be provided as directed in the project-specific CDTM.

For WWS at WWTP sites, the design engineer shall investigate options to use the WWTP redundant power feeds. For WWS at existing pump station sites, the design engineer shall determine whether existing generators can be used (or whether a replacement or additional generator is required). For "remote" WWS facilities in the collection system, provisions to connect a trailer-mounted portable generator shall be provided.

If a permanently-installed generator is not required, provisions for the temporary or future installation of a generator shall be included in the design including a receptacle and manual transfer switch for a trailer-mounted generator.

J. Future Equipment

Electrical rooms shall be designed to accommodate future addition of odor control system motor starters and controls as well as providing space for the installation of an automatic transfer switch (if not included in the initial construction).

7.0 WWS Facility Control/Operational Plan

The design consultant shall refer to the project-specific CDTM for additional information related to the control and operational plan requirements for the WWS facility.

The design consultant shall develop a detailed operations plan for the WWS facilities. This plan shall include an operational schematic and description of how the facility shall function and operate during the filling and emptying of the WWS tank. An operations and maintenance (O&M) manual shall also be required.

8.0 WWS Facility Preliminary Design Technical Memorandum

The design consultant shall be responsible for developing a Preliminary Design Technical Memorandum (TM). The Preliminary Design TM shall at a minimum, include the following information:

- Design information identified in the project-specific CDTM
- Site layout plan with actual location of new facilities
- Storage tank layout and construction type
- Hydraulic profile of new WWS facilities
- Performance type design criteria for cast-in-place concrete and pre-stressed concrete tanks and foundations including geotechnical information and recommendations
- Plans and sections of new facilities including tank, pump station, and diversion structure
- Ventilation system design summary
- Single line electrical diagrams
- Standby generator sizing (where applicable)
- Control/operational description of new WWS facilities including tank, pump station, and diversion structure
- Technical specification list, identification of any proposed deviations from the standard technical specifications, and identification of any procurement issues (license requirements, sole source providers, etc.)
- Design criteria for critical process equipment

- Process and instrumentation diagram of new WWS facilities
- Opinion of probable construction cost
- List of permits and approvals required
- List of easements required
- List of major equipment and recommended suppliers
- Pump selection and design criteria
- Identification of sites for excess excavated material including contaminated material (if applicable)
- Final design schedule and proposed bid and construction schedules

All deviations from the requirements specified herein shall be clearly identified and justified in the Preliminary Design TM. The Preliminary Design TM shall be submitted for review and approval by LFUCG and the PMT before final design is initiated.

9.0 Design Consultant's Use of These Design Guidelines

A. General

The design consultant shall be responsible for complete engineering designs of all new and modified facilities in accordance with LFUCG guidelines and other applicable regulations and requirements. The design consultant shall be responsible for confirming all design parameters identified in these design guidelines and the project-specific CDTM, confirming applicability of LFUCG standard specifications to be used, and for conformance of the design with applicable codes.

B. Confirmation of Sewer Performance

The design consultant shall coordinate with LFUCG's PMT and modeling consultant to confirm sewer and diversion structure hydraulics in the vicinity of the WWS facility to confirm the system will operate as intended. Consideration must be given to design storm conditions at project completion as well as future conditions in accordance with the RMPs. Consideration must also be given to hydraulic performance under flows that exceed design storm conditions.

C. Confirmation of Site Information

The design consultant will be responsible for obtaining and confirming all required site information needed for preparation of contract documents including, but not limited to, existing sewer elevations, existing utility locations, geotechnical information, site topography, location and elevations of all existing site improvements, site environmental information, or other information as required for design.

Appendix A
Sole Source Equipment Procurement Protocol

The design consultant shall provide to the equipment supplier the equipment specification(s) and any other required referenced specifications (General Conditions, Supplemental Conditions, submittal specification, O&M specification, etc.) along with the related contract drawings for the project. The equipment supplier shall provide a preliminary cost proposal that meets all of these documents; shall confirm that they meet all of the contract requirements; and identify any exceptions. All exceptions shall be addressed by the design consultant (i.e. revise specifications) and the equipment supplier's final cost proposal shall match the contract documents without exceptions.

The equipment supplier's final cost proposal shall also include their standard terms and conditions. Payment terms and conditions shall be between the general contractor and equipment supplier in accordance with the Contract Documents and not part of its proposal to LFUCG.

The equipment supplier shall provide information relating to the other comparable projects to the design consultant. This information shall be provided separately as it will not be part of the equipment supplier's cost proposal or part of the contract documents. This information shall be reviewed by the design consultant such that it concludes that the proposed cost proposal is consistent with at least other three projects that the equipment supplier competitively bid. This comparison shall be based on the as-bid costs with comments on any differences in features, size, and costs between the previously bid equipment and the proposed equipment.

With an approved cost proposal, and at least one week before advertisement, the equipment supplier shall provide a notary stamped letter stating that it acknowledges that LFUCG is specifying the proposed equipment as a sole source item for the specific project and thus the equipment supplier agrees to the following additional terms and conditions for supplying the specified equipment per their final cost proposal.

- Its proposal price is guaranteed to LFUCG for use by all contractors bidding the specified project and will not change to any general contractor.
- Its proposal price is guaranteed for the duration of the contract and will not change if the project proceeds in an orderly manner.
- Its proposal price includes all costs for the equipment including O&M submittal, startup and training, and warranty per the related specifications and drawings in the Contract Documents.
- It acknowledges and agrees that the purchase order for the specified equipment will be issued by the general contractor to which the LFUCG awards the contract for the construction of the specified project, and that the general contractor shall be solely responsible for payment.

The design consultant shall list the sole source equipment in Section 00410 - Bid Form as a separate line item (see example below) and describe this line item in Section 01025 - Measurement and Payment (see example below).

Section 01025 Measurement and Payment

Describe the sole source equipment negotiated pricing:

C. Item A3 – Allowance for Supply of the Sole Source Equipment

1. Measurement and Payment: The allowance shown in the Proposal Form represents the pricing provided by the equipment supplier and as negotiated by the Owner for supply of goods and services related to the equipment and as specified in the manufacturer's proposal for the work. The proposal for the work is included in the specifications. Contractor shall include all additional items, services, goods, resources, and manpower necessary to complete the work in the lump sum item for General Construction.

Section 00410 Bid Form

Line item in bid form for the sole source equipment negotiated pricing

Item	Description	Unit	Quantity	Unit Price	Total Amount
A3	Allowance for Supply of Equipment	LS	X	$XXX,XXX	$XXX,XXX

Attachment

GEOTECHNICAL INVESTIGATION

SCOPE OF WORK AND PERFORMANCE CRITERIA

I. Scope Phases

A. Phase I: Geotechnical Desktop Review

1. Desktop review of all available geologic and geotechnical information pertaining to the project.
2. The results of this review shall be delivered as a memorandum to Engineer and Owner for review.

B. Rock Soundings

1. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes.

C. Phase II: Field Exploration and Laboratory Testing

1. Field exploration to perform soil and rock core borings, and laboratory testing of selected soil and rock core samples, at locations approved by Owner.
2. The required data shall be delivered as a draft report to Engineer and Owner for review.

D. Phase III: Additional Geotechnical Investigation (IF NECESSARY)

1. Additional field exploration and laboratory testing to be performed on an IF NECESSARY basis, with the plan to be approved by Engineer and Owner following review of Phase I and Phase II results.
2. Additional testing locations will target areas of concern for construction and information gaps if necessary.
3. The results of all field exploration and testing shall be delivered as a finalized report (including information from Phase I and Phase II investigations) to Engineer and Owner. If Phase III is not required, a finalized copy of the Phase II draft report with any comments incorporated shall be submitted to Engineer and Owner.

II. Definitions

A. Tunnel Zone: The area extending from one outside diameter (OD) above the proposed tunnel crown to one OD below the proposed tunnel invert.

III. Phase I: Geotechnical Desktop Review

A. This work shall be included in the fee for Task 2, Preliminary Design.

B. Phase I requires reviewing available geotechnical information in the immediate vicinity of the project area including:

1. Regional soils and geologic mapping from USGS, Kentucky Geological Survey, and other sources.

a. Surficial regional geology

b. Bedrock regional geology

2. Existing geotechnical reports.

3. Information from Subconsultant's previous projects in the area.

4. Record drawings available from DWQ.

5. Historical land usage and area development.

6. Previous local tunneling history.

C. A memorandum describing the findings of this geotechnical desktop review shall be delivered to Engineer and Owner. The memorandum shall include discussion of regional and expected site soil and rock conditions pertinent to the project.

IV. Rock Soundings

A. This work shall be included in the fee for Task 3, Detailed Design.

B. Perform or have performed rock soundings along the sanitary sewer alignment at all proposed manhole locations and at 50-foot intervals between proposed manholes. Elevations for refusal shall be placed on the Contract Drawings.

V. Phase II: Field Exploration and Laboratory Testing

A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.

B. Soil and rock core borings shall be performed and borings logs prepared in accordance with the following:

1. Number and locations of borings

a. The number of borings will be based on the selected project alignment as determined by the Preliminary Alignment Report. Borings will be required for all proposed tunnels. Borings shall be located near each end of each tunnel, as well as near the midpoint of each tunnel.

b. A boring location plan shall be developed by the subconsultant and provided to Engineer and Owner for review prior to the start of drilling.

2. Boring depth, sampling and boring log requirements
    a. Each boring shall be drilled to a minimum depth of two tunnel diameters (OD) or ten feet below the invert of the proposed tunnel, whichever is deeper, at each shaft location.
    b. Perform Standard Penetration Tests (SPT) in each boring, in accordance with ASTM D 1586, using split barrel samplers starting at 2.5 feet below ground surface and continuing at 2.5-foot intervals to the bottom of the Tunnel Zone.
    c. If soft to medium clays or cemented soils are encountered, obtain at least one undisturbed sample in accordance with ASTM D 1587 for each stratum.
    d. For cohesive soils, use a Pocket Penetrometer or Torvane to determine the consistency and approximate bearing capacity of the soil.
    e. Retain a representative sample of each type of material encountered in the split spoon sample for possible future quality control for test results.
    f. Describe each sample in accordance with ASTM D 2488, including:
        i. Moisture condition
        ii. Percent or proportion of soils
        iii. Particle size range
        iv. Particle angularity
        v. Particle shape
    g. Provide the color of the soil in moist condition.
    h. If auger refusal is encountered in a drilled hole before the depth specified above is reached, DO NOT TERMINATE the drilling. Advance the drilling continuously using a double-tube core barrel with a diamond bit.
    i. Samples shall be prepared, transported, and stored prior to laboratory testing in accordance with ASTM D 4220.
3. Standard Penetration Test (SPT) *N*-values
    a. Hammer blows for each 6 inches of penetration for the STP. The boring log shall note if six (6) inches of penetration are not achieved after one hundred (100) blows.
4. Rock core logging
    a. Rock Core Recovery (REC), in percent.
    b. Rock Quality Designation (RQD).
    c. Photos of all rock cores.
    d. Observations on joint spacing and orientation.
    e. Auger refusal

i. The drilling shall be continued using a double-tube core barrel with a diamond bit capable of retrieving rock samples at least 1 5/8-inch diameter in accordance with ASTM D 2113.

ii. Determine the REC and RQD of the rock sample.

5. Groundwater levels

   a. Groundwater level in the boring upon boring completion and at 24 hours after completion of boring.

6. Ground elevation (tied to project survey) and depth on each boring log

7. Grouting of boring holes

   a. Fill all boreholes with lean grout following completion of drilling and the end of the groundwater monitoring period.

C. Laboratory testing shall be performed on samples obtained from the drilling operation. Select samples to be tested after review of the field logs and approval by Engineer and Owner. The following are the minimum tests to be performed on samples:

1. Laboratory testing on selected soil samples. Assume all samples classified in accordance with USCS and half of the samples assigned other listed soil tests.

   a. Classification of all samples in accordance with the Unified Soil Classification System (USCS) (ASTM D 2487).

   b. Moisture content tests (ASTM D 2216) and sieve analysis (ASTM D 6913) performed on representative non-cohesive soil samples.

   c. Moisture content, density and Atterberg Limits (ASTM D 4318) tests performed on representative samples that exhibit a plastic nature.

   d. Unconfined compressive strength tests (ASTM D 2166) performed on undisturbed clay and cemented soil samples.

2. Laboratory testing on selected rock samples. Assume six (6) sets of tests that include each of the following:

   a. Unconfined Compressive Strength Test (ASTM D 2938)

   b. Cerchar Abrasivity Index (CAI, ASTM D 7625)

   c. Splitting (Brazilian) Tensile Strength (ASTM D 3967)

   d. Point Load Index Strength (ASTM D 5731)

   e. Punch Penetration Test

   f. Moh's Hardness Scale

   g. Slake Durability (ASTM D 4644) on shale and other similar weak rocks.

   h. Rock mechanics testing shall be performed by the Earth Mechanics Institute (EMI) at the Colorado School of Mines, GeoTesting Express, or equivalent qualified and experienced rock mechanics laboratory.

VI. Phase II: Report Requirements

A. This work, if needed, shall be covered by the Allocation for the Phase II Geotechnical Investigation.

B. Basic Narrative

1. The report shall give an overview of the site description. This shall include discussion of at least the following site properties:
    a. Location
    b. Ownership
    c. Current land usage
    d. Proximity to major roadways, streams, etc.
2. Review of the conclusions from the Phase I geotechnical desktop review.
    a. A discussion of previous construction activity shall address any existing fills or subsurface openings, if encountered. Outline the engineering properties of any existing fills pertinent to the project.
3. Stratigraphy
    a. Discussion of soil and rock strata grouping.
    b. Strata layers shall be grouped and classified into project specific groups for the purpose of design layout and construction.
4. Discussion of groundwater, proximity/hydraulic connection to surface waters, hydraulic conductivity/permeability, and recommendations/expectations for dewatering pertinent to the project.
5. Discussion of temporary shoring/excavation support properties at proposed launch and exit shaft locations.
6. Conditions present at the site requiring groundwater control, dewatering, or surface drainage during excavation and drilling of shafts. Anticipated types of dewatering shall be described.
7. Summary of field and test data including the following:
    a. Map of boring locations
    b. Boring logs
        i. SPT *N*-values for each split spoon sample per 6-inch of penetration.
        ii. Rock Core Recovery and Rock Quality Designation for rock cores.
        iii. Boring surface elevation.
        iv. Elevation and depth from surface to each soil and rock stratum.
        v. Elevation and depth of bottom of boring.

vi. Soil description including color, moisture condition, consistency/relative density and USCS classification designation.

vii. Rock description, including extent and character of color, weathering, type, and hardness.

viii. Orientation of bedding planes or foliation relative to axis of boring in rock cores.

ix. Groundwater information at completion of drilling and at 24 hours after completion.

x. Information on any bag samples, special observations or other pertinent remarks such as presence of sand stringers, slickenside clay layers, etc.

xi. The location of the carrier pipe and/or casing pipe shall be superimposed onto the boring logs before final submission.

c. Tabulate the following field exploration and laboratory test data:

i. Field moisture contents.

ii. Density values.

iii. Atterberg limits.

iv. Unconfined compressive strengths according to boring and sample numbers.

d. Unconfined compressive strengths test stress-strain curve if test is performed.

8. Include any other information the Subcontractor deems relevant/necessary to design.

9. Report must be signed and sealed by a Professional Engineer registered to the Commonwealth of Kentucky.

VII. Phase III: Additional Geotechnical Investigation (IF NECESSARY)

A. This work, if needed, shall be covered by the Allocation for the Phase III Geotechnical Investigation.

B. Phase III will be performed on an IF NECESSARY basis to collect information to supplement Phase II. Phase III would include:

1. A separate proposal detailing the cost required to perform the additional geotechnical investigation, after review of the Phase II Report by Engineer and Owner.

2. Additional field exploration and laboratory testing performed to collect additional data. The type of exploration and testing required will be provided in the testing plan developed in conjunction with Engineer and Owner. These additional explorations and tests will follow the same general procedures as noted in Field Exploration and Laboratory Testing, and may include:

a. Additional soil and rock core borings

b. Additional laboratory testing of soil and rock samples

c. Geophysical investigation

d. Groundwater/infiltration testing

RMP Project Closeout Checklist

DWQ Project Manager (DWQ PM): Bob Peterson, PE

RMP Project Manager (RMP PM):

Engineer of Record (EOR):

Contractor:

File Manager: Jody Scrivner

Project Name:

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
Contract Administration Closeout Checklist							
1	Plan of Operation (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Copy of plan to file [plan will include description of facility, how it was design to work, etc] DWQ PM will provide copy to Pump Station Maintenance or Plant Staff
2	Manufacturer's Startup (Pump Station and Wet Weather Storage Projects Only)	EOR	DWQ PM				Report from EOR/Manufacturer with date of startup
3	Training (Pump Station and Wet Weather Storage Projects Only)	Contractor	LFUCG Staff				Letter or email from EOR with sign in sheet of attendees to file
4	Startup with LFUCG (Pump Station and Wet Weather Storage Projects Only)	Contractor	EOR / LFUCG Staff				Letter or email from EOR with date of startup and attendees to file
5	Deliver copies of CCTV Logs	Contractor	EOR/DWQ PM				Hard Copies in File
6	Declaration of Beneficial Occupancy (Consent Decree Compliance)	EOR	DWQ PM	File Manager			Memo from EOR to file
7	Request for Substantial Completion and Punchlist Creation	Contractor	EOR	File Manager			Memo from Contractor to file
8	Verify all easements requirements (as listed in the MOU) have been satisfied	EOR	DWQ PM	Contractor			EOR Memo to File
10	EOR coordinates final inspection and prepares *Punchlist*	EOR	Contractor	DWQ PM			Punchlist to file
11	Recommendation of release of retainage (less 200% of remaining work estimate)	EOR	DWQ PM	File Manager			Nothing to file
12	Release of retainage less 200% of remaining work estimate	DWQ PM	Contractor	EOR			Nothing to file
13	Prepare Final Adjusting Change Order	EOR	DWQ PM	RMP PM			Nothing to file
15	(Upon completion of punchlist) Letter requesting final pay and release of all retainage. Must include:	Contractor	EOR	DWQ PM			Letter/Email to file
17	*Waiver of Release, Claims, and Liens*	Contractor	EOR	DWQ PM			EOR Document to File
19	Recommendation for final pay and release of all retainage	EOR	DWQ PM	Contractor			EOR Memo to file
21	Recommendation for project acceptance and initiation of warranty period	EOR	DWQ PM	RMP PM			EOR Letter to file
Engineering Services Closeout Checklist							
25	Record Survey and Drawings	EOR	DWQ PM				Record Survey can be included on record drawings. XYZ coordinates of all manholes, all as-built manhole elevations.Record Drawings to file
26	Model verification (record survey and drawings provided to cap consultant)	DWQ PM	CAP Consultant				Provide record drawings to CAP/Stantec, they will return verified model letter, letter goes to file
27	Consultant's *Certificate of Completion* to DOW	EOR	DOW/(KIA if SRF funded)	DWQ PM, File Manager			Memo to file
29	Compile complete project construction and project closeout notebook with copies of contract documents, bonds, NTP, pay requests approvals, change requests/approvals, progress meeting agendas/summaries, Daily Inspection Reports and all closeout information listed above included.	EOR & DWQ PM	File Manager				Searchable, digitial (.pdf) submitted to file
30	(Pump Station and Wet Weather Storage Projects Only) Statement/inventory of assets accepted into the system and asset values (includes engineering design, CA and RPR, easement costs, permit costs, and construction costs); includes lengths and sizes of all pipes, manholes, pump stations, air release valves, pump stations with description of facilities (screening, grit removal, pumps, buildings, chemical feeds, etc), and all other appurtenant structures	EOR	DWQ PM				Memo to file
Division of Water Quality Closeout Checklist							

RMP Project Closeout Checklist

DWQ Project Manager (DWQ PM): Bob Peterson, PE

RMP Project Manager (RMP PM):

Engineer of Record (EOR):

Contractor:

File Manager: Jody Scrivner

Project Name:

DWQ PM
RMP PM
EOR
Contractor
File Manager

	Task	From	To	CC	Complete/ Submitted	Approved	Closeout Requirement
31	(Pump Station and Wet Weather Storage Projects Only) Asset inventory and asset values for inclusion in fixed asset inventory and GASB 34	DWQ PM	Finance/ Accounting	RMP PM			Nothing to file
32	Statement of project completion, Consent Decree compliance and accepted into LFUCG system (POTW; fixed assets), initiation of operation, and establishing warranty period. DWQ PM and EOR follow-up with Contractor	RMP PM	DWQ PM	EOR, Consultant Program Manager, File Manager			DWQ Letter to file
33	Record drawings submitted to KIA (KIA Funded projects only)	EOR	KIA	DWQ PM			Proof of submission to file
35	Loan Recipient's *Certificate of Completion* (KIA Funded projects only)	File Manager	KIA				Proof of submission to file
36	Submittal to KIA (via File Manager) stating initiation of operation date	RMP PM / File Manager	KIA				Memo to file
37	KIA final project closeout per SRF Manual	File Manager	KIA				Nothing to file
39	Distribute shop drawings and record drawings to PSM or Plant Staff	DWQ PM	PSM/SLM	RMP PM			Nothng to file
40	Project File to OnBase file management system	DWQ PM	Chris Bagley				Nothing to file
42	Review of Contractor	DWQ PM	RMP PM	File Manager			Copy to file
43	Review of Engineer of Record	DWQ PM	RMP PM	File Manager			Copy to file


Winchester Rd
NE5_139HW
NE5_140SI
NE5_141SI
NE5_142HW
Current Location
2299
PS_GB2
NE5_103
NE5_138HW
2298
NE5_137HW
Bahama Rd
NE5_136HW
NE5_105
2707
NE5_130CI
NE5_131CI
NE5_133HW
NE5_132HW
Martinique Ln
272

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0820-25

File ID:	0820-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	08/26/2025
File Name:	Coldstream Disc Golf Parking Design and Construction Change Order #1			**Final Action:**	

Title: Authorization to increase purchase order LF00209552 to Bowman Engineering for additional professional services on LFUCG Coldstream Disc Golf Parking Design and Construction. The increased amount is $3,500.00 bringing the new purchase order total from $39,950 to $43,450.00. Funds are budgeted. (L0820-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Coldstream_Bowman Change Order 1 Bluesheet Cover Memo 8.18.25 - Signed, Coldstream_Bowman Change Order 1	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0820-25

Title

Authorization to increase purchase order LF00209552 to Bowman Engineering for additional professional services on LFUCG Coldstream Disc Golf Parking Design and Construction. The increased amount is $3,500.00 bringing the new purchase order total from $39,950 to $43,450.00. Funds are budgeted. (L0820-25)(Conrad/Ford)

Summary

Authorization to increase purchase order LF00209552 to Bowman Engineering for additional professional services on LFUCG Coldstream Disc Golf Parking Design and Construction. The increased amount is $3,500.00 bringing the new purchase order total from $39,950 to $43,450.00. Funds are budgeted. (L0820-25)(Conrad/Ford)

Budgetary Implications [select]: Yes
Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 1105 707602 7221 90319
This Fiscal Year Impact: $3,500
Annual Impact: No
Project: COLDSTREAM_2022
Activity: COUNCIL
Budget Reference: 2022
Current Balance: $827,890.00

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

TO: Todd Slatin
Director of Central Purchasing

FROM: Monica Conrad, Director
Division of Parks and Recreation

DATE: 8/19/2025

SUBJECT: Change Order #1 with Bowman Engineering for additional professional services to further revise construction documents and permitting for construction of parking lot

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Request

Authorization to increase purchase order LF00209552 to Bowman Engineering for additional professional services on LFUCG Coldstream Disc Golf Parking Design and Construction. The increased amount is $3,500.00 bringing the new purchase order total to $43,450.00

The increase is for necessary revisions to the final construction documents and permit applications due to updates to the overall Coldstream Disc Golf, Parking, and Neighborhood Amenity project budget.

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

The cost for this FY is: $43,450.00
The cost for future FY is: $0.00

The funds are budgeted in:

Account numbers:

PROJECT	FUND	DEPT ID	SECTION	ACCOUNT	AMOUNT
COLDSTREAM_2022/COUNCIL	1105	707602	7221	90319	$827,890.00
Total					$827,890.00

File Number: 820-25
Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
CONTRACT CHANGE ORDER
Page 1 of 2

Date:	**August 19, 2025**	
Project:	Coldstream Disc Golf	
Location:	Coldstream Park	
Contract No.	LF00209552	
Original Contract Amt.	$39,950.00	
Cumulative Amount of Previous Change Orders	$0.00	
Percent Change - Previous Change Orders		0.00%
Total Contract Amount Prior to this Change Order	$39,950.00	
Change Order No.	1	

To (Contractor): Bowman Engineering
Contractor's Address: 450 Old Vine St, Suite 304, Lexington KY 40507

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	Revise Construction Documents and permits based on revised budget		$3,500.00	
2				
3				
4				
5				
6				
	Total decrease	$0.00		
	Total increase		$3,500.00	
	Net Amount of this Change Order	$3,500.00		
	New Contract Amount Including this Change Order	$43,450.00		
	Percent Change - This Change Order			8.76%
	Percent Change - All Change Orders			8.76%

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:	(Project Manager)	Date 8/25/25
Reviewed / Accepted by: 'Bowman'	(Consultant)	Date 08/25/2025
Accepted by: N/A	(Contractor)	Date
Approved by:	(Director)	Date 8/27/25
Approved by:	(Commissioner)	Date 8/28/25
Approved by:	(Mayor or CAO)	Date

JUSTIFICATION FOR CHANGE	PROJECT: Coldstream Disc Golf
	CONTRACT NO. LF00209552
	CHANGE ORDER #: 1

1. Professional services needed to revise previously finalized construction documents and permitting applications for the parking lot to meet a refined budget affected by other Disc Golf and Neighborhood Amenity project elements.

2. Is proposed change an alternate bid? ___Yes _X__No

3. Will proposed change alter the physical size of the project? _X__Yes ___No

   If "Yes", explain.

   The change order will result in a smaller parking lot due to a more constrained budget.

4. Effect of this change on other prime contractors: None

5. Has consent of surety been obtained? _X__Yes ___Not Necessary

6. Will this change affect expiration or extent of insurance coverage? _X__Yes __No

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

7. Effect on operation and maintenance costs: None

8. Effect on contract completion date: Add 3 weeks for construction documents; 4-6 weeks for permits depending upon response time from permitting agencies

_____ Mayor

_____ Date

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0823-25

File ID:	0823-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/26/2025
File Name:	NAMI General Fund FY26 MOA			**Final Action:**	

Title: Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court for the period of July 1, 2025 to June 30, 2026. At a cost not to exceed $270,000. Funds are budgeted. (L0823-25)(Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo NAMI FY26, FMHC NAMI General Funds FY26 (002)	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tiffany Masden	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0823-25

Title

Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court for the period of July 1, 2025 to June 30, 2026. At a cost not to exceed $270,000. Funds are budgeted. (L0823-25)(Lanter)

Summary

Authorization to execute a Memorandum of Agreement with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court for the period of July 1, 2025 to June 30, 2026. At a cost not to exceed $270,000. Funds are budgeted. (L0823-25)(Lanter)
Budgetary Implications: Yes
Advance Document Review:

Law: Yes, Completed by [Tiffany Holskey, 08-20-25]

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 1101-900349-0001-71101
This Fiscal Year Impact: $270,000.00
Annual Impact:
Project:
Activity:
Budget Reference:
Current Balance: $270,000.00

MAYOR LINDA GORTON

LEXINGTON

COMMISSIONER CHARLIE LANTER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

TO: LINDA GORTON, MAYOR
URBAN COUNTY COUNCIL

FROM: CHARLIE LANTER, COMMISSIONER
HOUSING ADVOCACY & COMMUNITY DEVELOPMENT

DATE: August 26, 2025

SUBJECT: Memorandum - NAMI Lexington, Inc.

Request: Authorization to execute a Memorandum of Understating with NAMI Lexington, Inc., related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the FY2026 General Fund to support the Organization's efforts to provide assistance to individuals in the Mental Health Court (the "Project").

Purpose of Request:

To give NAMI the financial support to provide assistance to individuals in the Mental Health Court.

What is the cost in this budget year and future budget years? $270,000.00 for FY2026 (July 1, 2025 to June 30, 2026). LFUCG may terminate this agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice.

Are the funds budgeted? Yes, 1101-900349-0001-71101

File Number: 0823-25

Director/Commissioner: Lanter

AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into on the _____ day of _____ 2025, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, KY 40507, on behalf of its Department for Housing Advocacy & Community Development, and **NAMI LEXINGTON (KY), INC.**, a Kentucky 501(c)(3) non-profit organization (the "Organization"), whose address is 498 Georgetown St, Suite 100, Lexington, KY 40508.

WITNESSETH

WHEREAS, Organization is a non-profit organization that provides assistance to families, caregivers, and Individuals whose life experience includes living with a serious and persistent mental illness; and

WHEREAS, the parties desire to enter this Agreement related to the operation of the Fayette Mental Health Court, at a cost not to exceed $270,000.00, using funds allocated from the Fiscal Year 2026 General Fund to support Organization's efforts to provide assistance to individuals in the Mental Health Court (the "Project").

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

1. **Recitals**. The above recitals are incorporated herein as a part of this Agreement.

2. **Term**. This Agreement shall have an effective date of July 1, 2025, and continue through June 30, 2026 (the "Term"), unless earlier terminated.

3. **Use of Funds**. Organization agrees that the Project contemplated herein shall include the activities outlined and more specifically described in **Exhibit "A"**, which is attached hereto and incorporated by reference as if fully stated herein, in a timely and professional manner (the "Activities").

4. **Funds; Method of Payment**. LFUCG shall pay Organization a total amount not to exceed **Two Hundred Seventy Thousand Dollars and 00/100 Cents ($270,000.00)** for the performance of the Activities (the "Funds").

    a. Payments shall be made on a monthly basis for the costs incurred for providing the Activities, only after receipt of monthly invoices from Organization. The Funds are limited to the Activities provided herein and to the operational costs of providing such Activities and may not be spent by Organization for any other purpose without the prior written consent of

LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

b. LFUCG shall make payment under this Agreement upon timely submission of an invoice(s) from Organization specifying that the Activities have been performed, accompanied by data satisfactory to LFUCG to document entitlement to payment for the Activities performed to date. LFUCG shall have thirty (30) days from the date of receipt of the invoice to pay the invoice amount. LFUCG reserves the right to refuse payment if it is determined by LFUCG that the Activities performed or materials provided for the Activities are inadequate or defective.

c. LFUCG also reserves the right to reject any invoice submitted for Activities more than sixty (60) days after the Activities were rendered.

5. **Reporting**. Upon request and subject to the reporting deadlines set forth herein, Organization shall provide LFUCG with financial reports and updates related to the provisions of the Activities in the form and manner reasonably specified by LFUCG.

a. Organization shall provide a quarterly report to LFUCG as follows:

Reporting Period	Reporting Deadline
July 2025-September 2025	October 15, 2025
October 2025-December 2025	January 15, 2026
January 2026-March 2026	April 15, 2026
April 2026-June 2026	July 15, 2026

b. Organization shall provide a final year-end report and financial statement which summarizes the previous year's activities regarding the Activities to LFUCG within sixty (60) days of the end of the Term, or by August 29, 2026.

6. **Termination**. LFUCG may terminate this Agreement for any reason whatsoever by providing the other party with at least thirty (30) days advance written notice. Organization shall be entitled to payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of nonperformance or default by the Organization, Government shall provide Organization advance written notice and a reasonable period of time to cure the breach.

b. Organization may only terminate this Agreement based upon Government's failure to timely pay for properly reported and accepted work. Organization shall provide Government with at least thirty (30) days advance written notice and an opportunity to cure prior to termination.

7. **Records**. Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the Activities for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

    a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

    b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

8. **Access.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

9. **Contractual Relationship Only**. In no event shall the parties to this Agreement be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. Furthermore, Organization represents that it has, or will secure at its own expense, all fully qualified personnel required to perform the Activities.

10. **Registration; Compliance; Authority to Sign.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

11. **Equal Opportunity; Fairness Ordinance**. Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

12. **Sexual Harassment**. Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

13. **Annual Audit**. Organization shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at Organization's expense, who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. For any audit performed, including a 200 CFR Part 200 audit, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

14. **Investment**. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

15. **Indemnification**. Organization shall defend, indemnify and hold harmless LFUCG and/or its officers, agents, employees, representatives, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of or resulting from this Agreement. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner associated with the use of the Funds.

16. **Insurance**. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to Government upon request. The following minimum insurance amounts are required:

Coverage	Limits
Commercial General Liability	$1 million per occurrence, $2 million aggregate
Professional (E&O) Liability	$1 million per claim
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000.00

17. **No Assignment**. Organization may not assign any of its rights and duties under

this Agreement without the prior written consent of LFUCG.

18. **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 Organization or LFUCG.

19. **Kentucky Law and Venue**. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

21. **Notice**. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

    For Organization:

    NAMI LEXINGTON, (KY), INC.
    498 Georgetown Street, Suite 100
    Lexington, Kentucky 40508
    Attn: Phil Gunning, Executive Director

    For Government:

    Lexington-Fayette Urban County Government
    200 East Main Street
    Lexington, Kentucky 40507
    Attn: Office of the Commissioner, Housing Advocacy & Community Development

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

23. **Entire Agreement**. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

[Signature page follows]

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

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

NAMI LEXINGTON (KY), INC.

BY: _____
PHIL GUNNING, EXECUTIVE DIRECTOR

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this _____ day of _____, 2025, by Phil Gunning, Executive Director of NAMI LEXINGTON (KY), INC., a Kentucky non-profit organization.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

EXHIBIT "A"

LIST OF PROJECT ACTIVITIES

1. Creation of a participant-centered individual treatment plan for each participant in the Mental Health Court, and that plan shall include assessment of needs in the following areas: housing assistance, individual therapy, group therapy, medication management, case management, substance-abuse related therapy, support group meetings, vocational and employment assistance.

2. Receive, process, and screen all appropriate referrals for eligibility into the Mental Health Court.

3. Monitor all participants in the Mental Health Court for compliance and progress with their respective treatment plans.

4. Monitor the stability of the housing situation for all participants in the Mental Health Court.

5. Monitor all participants as they proceed through the criminal justice system.

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0824-25

File ID:	0824-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	08/26/2025
File Name:	FCPS Contract with Youth Services for Mental Health Services			**Final Action:**	

Title: Authorization to execute a contract with Fayette County Public Schools (FCPS), for the Division of Youth Services to provide school-based mental health services and targeted case management, when applicable, to the agreed upon number of hours per week for identified FCPS schools. This agreement will be effective from July 1, 2025 through June 30, 2026, and may be reviewed annually. No budgetary impact. (L0824-25) (Persley/Allen-Bryant)

Notes: We are trying to get a cleaner and signed copy of the contract from FCPS

Sponsors:		**Enactment Date:**	
Attachments:	0824-25 Bluesheet Memo FCPS Contract DYS for Mental Health Services, FCPS 25-26 Agency Contracts for PAGE MH Services	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0824-25

Title

Authorization to execute a contract with Fayette County Public Schools (FCPS), for the Division of Youth Services to provide school-based mental health services and targeted case management, when applicable, to the agreed upon number of hours per week for identified FCPS schools. This agreement will be effective from July 1, 2025 through June 30, 2026, and may be reviewed annually. No budgetary impact. (L0824-25) (Persley/Allen-Bryant)

Summary

Authorization to execute a contract with Fayette County Public Schools (FCPS), for the Division of Youth Services to provide school-based mental health services and targeted

case management, when applicable, to the agreed upon number of hours per week for identified FCPS schools. This agreement will be effective from August 29, 2025 through June 30, 2026, and may be reviewed annually. No budgetary impact. (L0824-25) (Persley/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: William Razor 8/15/25

Fully Budgeted: There are no budgetary implications with this application.

Account Number: N/A

This Fiscal Year Impact: There is no cost associated with this application.

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY-ALLEN BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: _____
Kacy Allen-Bryant, Commissioner of Social Services

DATE: August 28, 2025

SUBJECT: Fayette County Public Schools Contract with the Division of Youth Services to provide mental health services and targeted case management

---

Request:

Request Council Authorization for the Mayor to execute a contract with Fayette County Public Schools (FCPS), for the Division of Youth Services to provide school-based mental health services and targeted case management, when applicable, to the agreed upon number of hours per week for identified FCPS schools. This agreement will be effective from August 29, 2025 through June 30, 2026, and may be reviewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set.

Why are you requesting?

This Agreement allows Lexington Fayette Urban County Government, Division of Youth Services (Parent and Guardian Empowerment) to provide student support via school-based mental health services and targeted case management, when applicable.

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

There is no fiscal impact associated with this agreement.

Are the funds budgeted?

There is no fiscal impact associated with this agreement.

File Number: 0824-25

Director/Commissioner: Briana Persley/ Kacy Allen-Bryant

CONTRA
CT

THIS CONTRACT is entered into this 1st day of July, 2025, by and between the **BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 450 Park Place, Lexington, Kentucky 40511 ("Board") and **Lexington-Fayette Urban County Government on behalf of Parent and Guardian Empowerment (PAGE),** 200 East Main Street, Lexington, KY 40507 ("Second Party").

A. PARTIES:

The Board of Education of Fayette County, Kentucky, Fayette County Public Schools has established the need to **provide school-based mental health services** and has determined that this need cannot be met by existing district staff.

PAGE (LFUCG) provides **school-based mental health services and targeted case management, when applicable** and has expertise or needed products as described herein.

B. PURPOSE:

The purpose of this contract is to improve the availability of **school-based mental health services and targeted case management, when applicable**.

NOW, THEREFORE, for and in consideration of the mutual promises set out herein, it is hereby agreed by and between the parties hereto as follows:

1. The Second Party shall provide to the **FCPS Department of Student Support,** as an independent contractor, services under the direction of **Shericka Smith, Mental Health Coordinator**.

2. The second party shall provide **school-based mental health services and/or targeted case management for the agreed upon number of hours per week for identified FCPS schools and must document services in the NEXUS mental health referral system. If telehealth services are provided, FCPS students will utilize their own technology as a means for receiving services. School-based liaisons will provide a confidential space for services to be conducted.**

3. The Board agrees to pay the Second Party for the services/products provided in this contract the amount of $ 0 . Additional expenses to be reimbursed are **none,** with a total amount of this contract not exceeding **$0**

4. The Second Party shall provide to the Fayette County Board of Education an invoice for services rendered under this contract and any agreed upon expenses to be reimbursed. Unless otherwise stated, travel and per diem shall be reimbursed based upon the district's current travel policies.

5. The Second Party is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

6. This contract may be re-negotiated based upon, but not limited to, increases in services to participants. Any modifications shall be agreed to in writing and signed by both parties.

7. The staff providing services to the Board herein are employees of the Second Party and shall not represent to anyone that they are employees or agents of the Board.

8. Either party shall have the right to terminate this agreement at any time upon a fourteen (14) day written notice, either personally delivered or served by some form of return receipt mail evidencing delivery, to the other party.

9. Each of the parties agrees to comply with all applicable law concerning the performance of the provisions of this contract.

10. The Second Party certifies that it shall not discriminate in any of the services performed in connection with this contract or in any program or activity it operates on the basis of race, color, national origin, religion, age, creed, political affiliation, marital status, sex, or disabling condition.

11. The Second Party certifies that it has read and will comply with the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g; 34 CFR Part 99).

12. Any contractor who is permitted access to school grounds on regularly scheduled and continuing basis pursuant to a written agreement for the purpose of providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is clear to hire based on no finding of substantiated child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services. The required background checks and letter from CHFS must be submitted to the FCPS Human Resources Office prior to the beginning of work. Failure to comply with this statute will be considered a breach of contract and will subject the contract to cancellation without penalty.

13. KRS 45A.455 PROHIBITS CONFLICTS OF INTEREST, GRATUITIES, AND KICKBACKS TO EMPLOYEES OF THE BOARD OF EDUCATION IN CONNECTION WITH CONTRACTS FOR SUPPLIES OR SERVICES WHETHER SUCH GRATUITIES OR KICKBACKS ARE DIRECT OR INDIRECT. KRS 45A.990 PROVIDES SEVERE PENALTIES FOR VIOLATIONS OF THE LAWS RELATING TO GRATUITIES OR KICKBACKS TO EMPLOYEES WHICH ARE DESIGNED TO SECURE A PUBLIC CONTRACT FOR SUPPLIES OR SERVICES.

14. If any section, paragraph, or clause of this contract shall be held invalid by any court of competent jurisdiction, the invalidity of said section, paragraph, or clause shall not affect any remaining provisions herein.

15. This contract is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

16. Venue for any legal action filed concerning this contract shall be Fayette County, Kentucky.

17. This writing reflects the entire agreement between the parties. No change or modification of this Agreement shall be valid or binding upon the parties hereto, nor shall any waiver of any terms or conditions hereof be deemed a waiver of such terms or conditions in the future, unless such change, modification or waiver shall be in writing and signed by the parties hereto.

18. This agreement will be in effect from **August 29, 2025**, through **June 30, 2026**, unless terminated by either party as defined in Paragraph 8. The agreement may be renewed annually based upon evaluation of the effectiveness of the agreement in meeting the goals set forth herein and funding availability.

IN WITNESS WHEREOF, the parties have executed this contract the day, month, and year above written.

Principal/Director's Approval	**Date**
Dr. Demetrus Liggins, Superintendent	**Date**
BOARD OF EDUCATION OF FAYETTE COUNTY KENTUCKY	**LEGAL IN:** _____ **CAB. IN:** _____
Linda Gorton, Mayor **Lexington-Fayette Urban County Government**	**Date**

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0825-25

File ID:	0825-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Social Services
				File Created:	08/26/2025
File Name:	KDE Preschool Contractor Application 2025-2026 with Division of Family Services			**Final Action:**	

Title: Authorization to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center. This application allows the Family Care center to provide preschool education services for the 2025-2026 school year. No budgetary impact. (L0825-25)(Horton-Holt/Allen-Bryant)

Notes: RIO 9/2/2025. MS

Sponsors:		**Enactment Date:**	
Attachments:	0825-25 Bluesheet Memo KDE Preschool Application, 0825-25 KDE Preschool Application	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Theresa Maynard	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0825-25

Title

Authorization to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center. This application allows the Family Care center to provide preschool education services for the 2025-2026 school year. No budgetary impact. (L0825-25)(Horton-Holt/Allen-Bryant)

Summary

Authorization to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center. This application allows the Family Care center to provide preschool education services for the 2025-2026 school year. No budgetary impact. (L0825-25)(Horton-Holt/Allen-Bryant)

Budgetary Implications: No

Advance Document Review: Law: William Razor 8/15/25

Fully Budgeted: There are no budgetary implications with this application.

Account Number: N/A

This Fiscal Year Impact: There is no cost associated with this application.

Annual Impact: N/A

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

KACY ALLEN-BRYANT
COMMISSIONER
SOCIAL SERVICES

TO: Mayor Linda Gorton
Honorable Members, Urban County Council

FROM: Kacy Allen-Bryant, Commissioner of Social Services

DATE: August 28, 2028

SUBJECT: Preschool Education Services Application
Kentucky Department of Education (KDE)

Request:

Request Council Authorization for the Mayor to execute an application from the Kentucky Department of Education (KDE) for Preschool Education Services for the Family Care Center.

Purpose:

This application allows the Family Care Center to provide Preschool Education Services for the 2025-2026 school year. These services under Kentucky Administrative Regulations (KAR) include the Preschool Education Program, KY All STARS 5 STAR Tiered Quality Rating and Improvement Status, parent outreach, related services by licensed professionals for children with disabilities, transportation, and food services.

Budgetary Implication:

There are no budgetary implications with this application.

Are the funds budgeted?

There is no cost associated with this application.

File Number: 0825-25

Director/Commissioner: Shelia Horton-Holt / Kacy Allen-Bryant

Kentucky Department of Education
State Funded Preschool
Contractor Application
2025-2026

KENTUCKY PRESCHOOL PROGRAM
APPLICATION AND GUIDE FOR CONTRACTING
2025-26 SCHOOL YEAR

Introduction

Kentucky is committed to providing a comprehensive educational program for preschool children who are either at risk of educational failure or who have identified disabilities, as outlined in the Kentucky Education Reform Act of 1990. Each local school district is required to make services available to eligible children directly, or by contract or cooperative agreement with another public or private organization. Agencies and programs wishing to contract with local school districts to provide preschool placements must submit an annual application to the Kentucky Department of Education.

Purpose of Document

The purpose of this document is to provide information needed for contractual or cooperative arrangements between local school districts and other agencies and programs. This information is designed to:

- facilitate contracting where existing programs are available to serve:
  - four-year-old children who are at risk of educational failure
  - three and four-year-old children with identified disabilities

- define the process requirements for agencies that wish to provide placements for eligible children by contract or cooperative agreement with local schools

The document is designed to be used by:

- local school districts
- Head Start
- private profit and non-profit preschools
- other agencies wishing to contract with school districts in Kentucky in order to provide educational placements for preschool children

Additional Resources

Further information on local interagency agreements, contracting and the approval of preschool programs for contract purposes may be obtained from:

Kentucky Department of Education
School Readiness Branch
300 Sower Blvd.
Frankfort, Kentucky 40601
(502) 564-4970
schoolreadinessbranch@education.ky.gov

THE PRESCHOOL CONTRACTING APPROVAL PROCESS

Background

Under KRS 157.3175 school districts are required to make preschool programs available for eligible children. Based on a planning process involving other agencies, the district determines whether to serve eligible children in a program operated by the district or through a contract or cooperative agreement with another program(s).

In order to provide services through a non-public school program, the local district must ensure that any and all contracted services meet the same standards as would apply if the services were provided directly by a school district. In addition, the Kentucky Department of Education has responsibility for monitoring the use of state and federal education dollars, including funds used by districts to provide preschool services by contract. The preschool contracting approval process is designed to assure these conditions are met.

The preschool contracting approval process has two components:

- authorization of a preschool agency as a contractor
- oversight of preschool contracts

Authorization of a Preschool Contractor

There are two criteria for authorization of a non-public school agency to enter into a contract with a school district to provide preschool facilities or services, legal status and general operations.

Legal Status

Legal status describes the program's legal standing to receive public preschool dollars from the local school district and is confirmed through an application process to the Kentucky Department of Education. In the application, the program provides a signed assurance that it is incorporated separately from any religious institution and maintains a non-sectarian board of directors. Other assurances address financial and program record-keeping, non-discriminatory practices and other public education requirements. The application form is found in Appendix A of this document.

General Operations

Minimum standards for general operations are documented through current child care licensure by the Cabinet for Health and Family Services. Under 922 KAR 2:120, licensed child care providers meet staff, facility, health, safety, program and other requirements of programs which care for young children while the parent is not present. In the review of the program's application as a preschool contractor, the program's childcare licensure is verified, as well as the program's participation in the Tiered Quality Rating and Improvement System (TQRIS) known as Kentucky All STARS. Currently, contracting sites must have three (3) stars to be approved for contracting.

A valid childcare license is considered the *minimum* standard for entering into a preschool education contract. *Childcare licensure alone does not assure that preschool education standards are met.* Rather than require interested contractors to operate their total program according to preschool education standards, (staff, ratios, curriculum, etc.), the current approval process allows local school districts to work with interested contractors to assure that at least the contracted services meet preschool education standards. This requirement is discussed under "Oversight of Preschool Education Contracts." The authorization to contract does not accredit or recognize an agency as being a school.

Oversight of Preschool Education Contracts
A school district may not disburse funds for a contract until the agency has received approval through the Kentucky Department of Education. Once an agency is authorized to contract through the Kentucky Department of Education and a school district is interested in contracting, the two parties develop a proposed contract. In the proposed contract, the district must assure the contracted services meet preschool education standards. These standards are defined in the next section, "Requirements for Preschool Education Services."

The contents of each contract will vary, depending on the services contracted. The contract should assure or document that all services provided by the non-public school program meet state and federal education requirements. A sample contract is found in Appendix C of this document.

It is the responsibility of the school district to monitor the services provided by the contracted program to assure that regulations are met and that services are provided in accordance with the contract. **Any violation of the terms of the contract or of state regulations is a cause to terminate the contract.**

Requirements for Preschool Education Services
The following requirements can be found in Kentucky Administrative Regulations of the Kentucky Board of Education. A copy can be obtained from the local school district or the Kentucky Department of Education, School Readiness Branch.

Operation of the preschool education program (704 KAR 3:410 and 707 KAR 1:002 -707 KAR 1:380)

- IECE (birth to primary) certified or holds a letter of exemption (APP) from the Education Professional Standards Board (EPSB) given between 1998 and 2002
- correct ratios of teachers to children and annual professional development
- hours of operation and school calendar
- curriculum, activities and materials
- program requirements for children with disabilities

KY ALL STARS

- participation with at least a three (3) star rating

Parent Outreach (704 KAR 3:410)

- home visits
- parent education activities developed with the parent
- parent-teacher conferences and other parent outreach activities

Coordination of Health/Social Services (704 KAR 3:410)

- screening
- follow-up
- assistance to parents

Related Services by Licensed Professionals for Children with Disabilities (707 KAR 1:320)

- speech, occupational and physical therapies (professional licensure)

Facilities

- Department policy allows child care licensure to substitute for school regulations relating to buildings and grounds (922 KAR 2:120)

Transportation (702 KAR 5:030 and KRS 157.280)

- vehicles, driver training and monitors

Food Services (702 KAR 6:090)

- Department policy allows Child and Adult Food Care Program to substitute for school regulations relating to food services

APPLICATION REVIEW PROCEDURE

☒ The proposed contractor agency submits an application to the School Readiness Branch, Kentucky Department of Education.

☒ The School Readiness Branch checks the applicant's licensure in the directory of licensed childcare facilities, which is updated on a regular basis by the Cabinet for Health and Family Services, and which notes official corrective action, if applicable.

☒ The School Readiness Branch verifies participation in the TQRIS with at least a three (3) star rating.

☒ The School Readiness Branch reviews the agency identification page and the program description for completion of requested information.

☒ The School Readiness Branch reviews the assurance page for appropriate signatures.

APPROVAL AS POSSIBLE CONTRACTOR

☒ If licensure is current, signatures present and all information complete, the School Readiness Branch approves the agency as a possible contractor.

☒ The School Readiness Branch sends the applicant an approval letter and adds the agency to the current list of early childhood agencies authorized to contract with districts.

☒ The School Readiness Branch disseminates the updated listing to preschool program administrators, as well as posting the list on the Kentucky Department of Education website.

NON-APPROVAL AS CONTRACTOR

☒ If the application cannot be approved due to regulatory deficiencies (i.e., current licensure, signed assurances, program information), the School Readiness Branch contacts the applicant to review the deficiencies. The applicant may submit necessary items to obtain approval within 30 calendar days.

☒ If the requested information is not submitted within 30 days or does not meet criteria, the School Readiness Branch notifies the agency in writing that it is not approved as a contractor.

☒ A school district will be notified that the agency is not approved as a contractor if the district requests to contract with the agency.

REVOKING APPROVAL AS CONTRACTOR

Approval as a contractor may be revoked for the following reasons:

- The School Readiness Branch receives written notification that the Cabinet for Health and Family Services revoked the license of a child care program.

- The School Readiness Branch receives notification that the center has not achieved or renewed their KY All STARS status with at least three (3) stars.

If approval is revoked, the School Readiness Branch notifies the agency that it can no longer contract with school districts for preschool education services and the agency is removed from the approved contractor list. District contracting with the agency will be notified that the agency is no longer authorized as a contractor and the contract should be terminated immediately.

STEPS IN CONTRACTING

The following sequence of events describes the process for serving preschool children in other agencies and programs:

STEP 1: ***The district and an agency or program identify the need for and willingness to work together to serve eligible children.***

- The recommended time to begin planning for contracting is prior to the start of school, Planning also may begin as the need arises.

- For children with disabilities, there is a direct link to the Admissions and Release Committee (ARC) process. The local school district's ARC is responsible for determining, on an individual basis, when services need to be provided through other agencies. See Appendix B for additional details regarding children with disabilities.

STEP 2: ***The agency prepares and submits an application for approval to enter into contracts with local school districts to provide preschool education services.***

- A copy of the agency application is found in Appendix A of this document.

- The application should be sent electronically to the Kentucky Department of Education, School Readiness Branch, schoolreadinessbranch@education.ky.gov.

- Upon receipt of the agency's application, the Kentucky Department of Education reviews the information and approves or denies the application.

- A copy of the program's application should also be sent by the agency or program to each district with whom the agency intends to contract.

- The application is updated with the Kentucky Department of Education annually by the agency.

- The approval process may include on-site review of the agency's preschool program by the local school district.

- Upon approval, the agency is authorized to enter into a school contract; approval does not accredit the program or provide licensure for providing childcare.

STEP 3: ***The local school district and the agency or program develop a written contract or cooperative agreement for the services to be provided.***

- Components of the written contract or cooperative agreement are described in the "Components of a Contract or Cooperative Agreement "section, found below.

- Contents of specific documents will vary, depending upon areas agreed to by the parties.

- The school district is responsible for assuring that all services covered in the contract or written agreement meet the same standards applicable to the school district, as though the services were provided directly by the district.

- Copies of the contract are kept on file in the local school district and the agency, along with documentation of the agency's approved application to enter into contracts with a school district.

STEP 4: ***Services are provided based on the contract between the agency and the local school district.***

- The local school district has an ongoing responsibility to oversee the operation of the preschool program and all services provided by contract.

- The Kentucky Department of Education will monitor contracted preschool services in conjunction with each district's State Funded Preschool Consolidated Monitoring process. Site visits may also occur when irregularities are noted.

- State-funded preschool students served in a contracted site must be enrolled in the district student information system, Infinite Campus.

COMPONENTS OF A CONTRACT OR COOPERATIVE AGREEMENT

General Contents

According to Kentucky Revised Statute (KRS 65.250), contents of contracts and cooperative agreements are to specify at least the following:

- the duration of the agreement
- the organizational composition and powers delegated thereto
- the purpose or purposes of legal or administrative entity
- the manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget
- the process of changing or terminating the contract as well as maintenance and disposal of property or equipment

The body of a contract may be as simple as "$ (amount) dollars for providing (named) educational services to children," along with statements of duration, organization, purpose and termination of the contract. However, the district must have a written agreement regarding roles and responsibilities for the district and for the contracting agency. These may appear as a memorandum of agreement appended to the contract or referenced within the contract.

Specific Contents

In the contract (or in a separate memorandum of agreement referenced in the contract) the following issues should be addressed to clarify roles and responsibilities and to describe services that meet state and federal education regulations:

- clearly defined services such as the following:
  - type of service (individual, group, in-home, consultation, etc.)
  - days of operation/service to preschool students
  - amount of time the service is to be provided each day of operation
  - duration of service or length of year
  - qualification and numbers of staff
  - location where service will be provided (preschool centers, home, etc.)
  - responsibility for support services (transportation, speech therapy, screening, etc.)

- procedures for resolving conflicts between the agencies, including who pays for incurred costs of resolution

- transition procedures for children who are moving from one setting to another

- shared personnel, training or other resources

- responsibility for inventory, maintenance and disposal of equipment or materials purchased through contracted funds

- method and schedule of payment and provisions for terminating the contract

- record keeping and reporting, including confidentiality of records

- regulatory requirements for specific preschool education services to be contracted that are noted in the agency's application (Appendix A, page 2)

ROLES AND RESPONSIBILITIES OF PARTICIPATING PROGRAMS

Local School District	Preschool Contractor
Provide the contracting program with guidelines.	Maintain a program which is licensed, and which is eligible to receive public education funds.
Require proof of insurance. If the program is operated on school grounds, the local board should provide accident insurance if the contracting agency does not have premises medical coverage under the general liability policy.	Provide general liability insurance of at least a million dollars per occurrence limit. Insurance must contain a "no sexual abuse" clause. If the program is on school grounds, the local school board must be a named insured.
Monitor the services provided by the contracting program to assure compliance with all federal, state and local laws and regulations pertaining to the education of eligible preschool children.	Provide services that meet the state education standards for preschool programs.
Provide timely payment for contracted services.	Submit bills for agreed-upon cost of service to the school district at predetermined times.
Act as fiscal agent and supervise the distribution of preschool education funds.	Provide services in the contract at no cost to parents.
Provide a liaison to the contracting agency to address mutual concerns.	Provide a liaison to the school district for matters of mutual concern.
For children with disabilities*, develop the initial Individual Education Plan (IEP) and provide a representative to participate with the contracting agency to implement the IEP and provide oversight for the educational services.	Provide a representative to participate in the IEP development and provide appropriate educational services as defined on the IEP and the contract.

*See Appendix B, IEP Process for Children with Disabilities.

SUBMISSION OF AN APPLICATION FOR CONTRACTING

Agencies and programs wishing to contract with local school districts must submit an annual application to the Kentucky Department of Education.

The agency's application must be on file and approved prior to the beginning of each school year.

Application Form

The application form (Appendix A) has three components:

- cover page with identifying information
- description of the services to be available for contracting
- assurances page and signature

Submission

Submit the completed application electronically to the email address below. Scan and submit additional documents with the application as necessary. Submitting certificates of lead teachers is not required. The School Readiness Branch will work with the Education Professional Standards Board (EPSB) to ensure all lead teachers have the correct certification.

Keep an electronic copy of the application form for your files. Applications are due September 1, unless the need arises for school districts to contract services with private childcare facilities throughout the year. In such cases, an application may be turned in at any time during the academic year.

Important Note:** As part of the Agency Identification Information, the application form will include the number of STARS the ***private child care center-based program has acquired in KY All STARS. https://kentuckyallstars.ky.gov/Pages/index.aspx.
Kentucky All STARS is Kentucky's expanded five-star quality rating and improvement system for early care and education programs. The unified system serves all early care and education programs that receive public funding including child care centers, Head Start and public preschool. Kentucky All STARS is based on Kentucky's Early Childhood Standards and research-based indicators of quality. It recognizes programs that have made a commitment to continuous quality improvement.

DUE September 1st, or when the need arises for using contracted services during the 2025-26 school year.

School Readiness Branch
Kentucky Department of Education
(502) 564-4970
schoolreadinessbranch@education.ky.gov

KENTUCKY DEPARTMENT OF EDUCATION
APPLICATION FOR APPROVAL TO CONTRACT
TO PROVIDE PRESCHOOL EDUCATION SERVICES
FOR 2025-26 SCHOOL YEAR

REAPPLICATION? YES ☒ NO ☐

APPLICATION AGENCY IDENTIFICATION **SUBMISSION DATE:**

Director's Name: Irma Bennett

Agency Name (As it appears on the child-care license): Family Care Center

Agency Address: 1135 Harry Sykes Way, Lexington, KY 40504

Agency Kentucky All STARS Rating and Expiration Date: 01/31/2028

Currently, agencies must obtain three stars in the KY All STARS quality rating and improvement system.

Agency Telephone Number (include area code): 859-288-4040

Email Address: ibennett@lexingtonky.gov

Names, titles and phone numbers of program contact person(s), other than the director, who have administrative/supervisory responsibility for the education program.

Name	Title	Phone Number
Shelia Horton-Holt	Director of Family Services	859-288-4050

Names and credentials of lead teachers who will have state-funded children in their class(es):

Teacher's Name	Certification	Ratio or teachers: children
Selika Jones	201148251	3:15

Names of local school districts with which the agency may contract:

Name of school district	Name of school district	Name of school district
Fayette County Public School		

SERVICES AVAILABLE FOR CONTRACTING

FOR YOUR AGENCY – CHECK ALL THAT APPLY:

☒ Operation of the Preschool Education Program (704 KAR 3:410)
Attach a description of the educational services available for contracting addressing facilities, personnel, hours and curriculum. Must meet:

1. Preschool Facilities Guidelines (702 KAR 4:170) (childcare licensure is accepted as substitute)
2. Preschool Personnel Standards (704 KAR 3:410 Section 6) **no need to attach IECE certificate**
3. Instructional Hours of Operation (704 KAR 3:410 Section 5)
4. Preschool Curriculum (704 KAR 3:410 Section 5)

☒ KY All STARS
Scan and attach a copy of the certificate with at least three (3) stars

☒ Parent Outreach (704 KAR 3:410)
Attach a description of services available. Services must meet preschool requirements (704 KAR 3:410 Section 5)

☒ Related Services by Licensed Professionals for Children with Disabilities
Attach a description of services available. Check off specific services to be offered. Service providers must meet licensure requirements set by the profession. **Attach a copy of the appropriate license.**

- ❑ Speech therapy
- ❑ Occupational therapy
- ❑ Physical therapy
- ❑ Other

☒ Transportation (702 KAR Chapter 5)
Attach a description of services available. If the program is transporting children, the following regulations must be met:

1. School vehicle requirements (702 KAR 5:060)
2. School bus driver requirements (702 KAR 5:080)
3. School bus monitor requirements (702 KAR 5:150)

☒ Food Services (702 KAR Chapter 6)
Attach a description of services available. Food services must meet the following regulations:

1. School food preparation requirements (702 KAR Chapter 6) OR
2. Child care food preparation requirements (922 KAR 2:120)

*All required attachments must be submitted upon initial application. Reapplications must contain attachments that are relevant to any programmatic changes within the agency.

PROGRAM ASSURANCE

The _____Family Care Center_____ agency or program provides the following assurances regarding compliance with federal, state and local regulations in order to be approved to contract with local school districts to provide preschool education services.

General Operations

1. The agency is separately incorporated from any religious institutions and maintains a non-sectarian board of directors; all proceeds and debts are the property of the corporation; no part of the program's curriculum is religious in nature; if housed on grounds of a religious institution, only reasonable rent is paid for such space and all religious symbols or materials have been removed from the area used by the preschool program.

2. The agency complies with applicable state and federal education requirements regarding nondiscrimination on the basis of race, creed, color, national origin, sex, disability or age.

3. Establishment and maintenance of all preschool records will be in compliance with state and federal regulations that are applicable to financial and programmatic records, supporting documents, statistical and other records. (34 CFR 80.37 – 8.40).

4. The agency will submit reports to the local school district as required in the contract, will make records and visits available to the district to conduct its oversight responsibility, and will make requested information available to the Kentucky Department of Education for the purpose of monitoring state and federal education laws and regulations.

5. Personally identifiable information on all children is maintained in a manner consistent with confidentiality requirements of the Family Education Rights and Privacy Act (FERPA).

6. If the agency receives federal funds, the agency does not appear on the current list of agencies debarred from accepting federal funds.

Contracted Services

7. Any agreement and/or contract between the local school district and the agency's preschool program is in writing and has been reviewed and approved by the authorized administrator of each agency.

8. Program services provided by a contract or agreement with a local school district are provided in conformance with preschool and school regulations promulgated by the Kentucky Board of Education.

9. The agency carries current insurance for the services operated.

10. Agency personnel who provide preschool services under an agreement or contract with a local school district meet the personnel requirements of the Kentucky Board of Education and the Education Professional Standards Board.

11. If the agency is providing transportation or space for program services through a contract or agreement with a local school district, the agency's vehicles and physical plant have been reviewed by the local school district for adherence to school requirements for vehicles, buildings, grounds and health.

12. If the agency provides services to children with disabilities under a contract or cooperative agreement with a local school district, the agency complies with responsibilities outlined in Kentucky Administrative Regulations (707 KAR Chapter 1) for the provision of special education and related services.

This application has been approved by the applicant's Administrative Board as recorded in the minutes of the meeting held on:

_____, 20 ____.

Anna Bennett — Signature of Program Director

9-14-25 — Date Signed

_____ — Authorized Signature for Administrative Board

_____ — Date Signed

MAYOR LINDA GORTON

LEXINGTON

IRMA BENNETT
EARLY CHILD CARE MANAGER
FAMILY SERVICES

August 14, 2025

Operation of the Preschool Education Program

The Family Care Center provides early childhood services for children 6 weeks to 5 years old. Fayette County Public Schools and the Family Care Center combine efforts to offer public preschool services serving two groups of children by utilizing a morning and afternoon session in one classroom. Operation of each session is a follows:

Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Childcare services are available for families requiring before and/or after Early Start hours and for days in which FCPS preschool is not in session.

Fayette County Public Schools assigns and provides supervision for both the Lead Teacher and the Para-educators.

FCPS Teacher qualifications: IECE Certification

Child Care Director: BS in Psychology, Kentucky Director's Credential

Family Care Center hours of operation: 6:30 a.m. to 5:30 p.m.

FCPS hours of operation: Session 1: 7:00 a.m. to 9:55 a.m.

Session 2: 10:50 a.m. to 1:45 p.m.

Preschool Curriculum: AEPS

Parent Outreach/Family Involvement

The Family Care Center collaborates with Fayette County Publix Schools to provide high school classes for teenage mothers. Mothers that attend the program are eligible for parenting classes, literacy and behavioral parent/teacher child activities in addition to their classroom studies.

All parents utilizing the early childhood services are invite to attend monthly Family Involvement activities hosted through our Big Rooms events. The FCPS Preschool Program conducts Family Story hour activities in accordance with the FCPS calendar, as well as Home Visitation. All classrooms conduct parent/teacher conferences bi-annually.

Andy Beshear
GOVERNOR

CABINET FOR HEALTH AND FAMILY SERVICES
OFFICE OF INSPECTOR GENERAL
Melissa A. Moore, Director
Division of Regulated Child Care
275 East Main Street 5 E-F
Frankfort, Kentucky 40621
(502) 564-7962
Fax: (502) 564-9350

Eric Friedlander
SECRETARY

Tricia Steward
ACTING INSPECTOR GENERAL

December 9, 2024

Family Care Center
1135 Harry Sykes Way
Lexington, KY 40504

Re: Validation of license for L350165

Dear Provider:

Your renewal application and fee have been satisfied to allow you to maintain a license until January 31, 2026. The completion of the application process does not satisfy your regulatory requirement to submit an acceptable plan of correction for all pending statements of deficiency.

Please confirm that each service you provide is listed on your license. If you would like to make any changes, please submit the request with original signatures to the Division of Regulated Child Care at the address above or submit via email to chfsoigrccportal@ky.gov.

Thank you for the essential service that you provide to Kentucky's families and children.

Sincerely,

Melissa A. Moore
Division Director

Commonwealth of Kentucky
Cabinet for Health and Family Services

certifies that the Licensee **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

is authorized to operate **FAMILY CARE CENTER**
1135 HARRY SYKES WAY
LEXINGTON, KY 40504

License # **L350165** Effective Date: **February 1, 2019**

pursuant to KRS 199.892 to 199.898 and 199.990(4) and the regulations promulgated thereunder, unless suspended or revoked for substantial violation of any of these regulations or applicable statutes. This license is not transferable and is limited to the above location for the services indicated below.

Child-Care Center License

Type :	I
Capacity :	300
Services :	
Infant	Y
Toddler	Y
Preschool	Y
School age	Y
Non-Traditional Care	N
Transportation	Y

Steven D. Davis
Inspector General

Judge Timothy Feeley
Deputy Secretary

As of : January 14, 2019

CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR COMMUNITY BASED SERVICES

Kentucky ALL STARS

RECOGNIZES

Family Care Center

As a Level 5 Provider in the Kentucky All STARS Tiered Quality Rating and Improvement System

★★★★★

Date Issued: 3/24/2025 Valid Through: 1/31/2028

L350165

This certificate is issued under regulations 922 KAR 2:270. The holder of this certificate is subject to the terms and conditions of the Cabinet for Health and Family Services. This rating certificate is not transferable.

Division of Child Care
275 East Main Street, 3C-F
Frankfort, Kentucky 40621
Telephone: 844-209-2657
https://chfs.ky.gov/agencies/dcbs/dcc

COMMONWEALTH OF KENTUCKY

TEAM KENTUCKY

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0826-25

File ID:	0826-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Water Quality
				File Created:	08/27/2025
File Name:	Town Branch WWTP Window Project			**Final Action:**	

Title: Authorization to approve an Architectural Design Consultant Services Contract Agreement with West Point Engineers, PLLC, pursuant to RFP No. 20-2025, for Town Branch WWTP exterior window replacement project. The purpose is to assess current conditions, review existing drawings, and perform architectural services related to the exterior windows for the administration building. The cost is $34,000. The funds are budgeted. (L0826-25)(Martin/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue Sheet Memo, TBWWTP Window Agreement	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Christina King/ Michael Clayborne	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0826-25

Title

Authorization to approve an Architectural Design Consultant Services Contract Agreement with West Point Engineers, PLLC, pursuant to RFP No. 20-2025, for Town Branch WWTP exterior window replacement project. The purpose is to assess current conditions, review existing drawings, and perform architectural services related to the exterior windows for the administration building. The cost is $34,000. The funds are budgeted. (L0826-25) (Martin/Albright)

Summary

Authorization to approve an Architectural Design Consultant Services Contract Agreement with West Point Engineers, PLLC, pursuant to RFP No. 20-2025, for Town Branch WWTP exterior window replacement project. The purpose is to assess current conditions, review

existing drawings, and perform architectural services related to the exterior windows for the administration building. The cost is $34,000. The funds are budgeted. (L0826-25) (Martin/Albright)

Budgetary Implications [select]: Yes

Advance Document Review:

Law: Yes Todd Henning 08/27/2025

Risk Management: No

Fully Budgeted [select]: Yes

Account Number: 4003-303401-3401-92711

This Fiscal Year Impact: $34,000.00

Annual Impact: $

Project: TBWWTP_WINDOW

Activity: CONSTRUCT_CAP

Budget Reference: 2026

Current Balance: $200,000

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: August 21, 2025

SUBJECT: Request approval of Architectural Design Consultant Services Contract Agreement with West Point Engineers, PLLC for Town Branch Wastewater Treatment Plant Exterior Window Replacement Project.

Request

The approval of a Consultant Services Contract Agreement with West Point Engineers, PLLC for Architectural Design Consultant Services.

Purpose of Request

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural services to provide new insulated replacement of the exterior windows for the administration building. West Point Engineers, PLLC was one of four respondents and submitted the lowest cost to RFP #20-2025. This agreement may be terminated for any reason upon thirty (30) days written notice.

Project Cost in FY26 and in Future Budget Years

The cost for FY26 is $34,000.00.
Funds are in the proposed FY26 budget.
4003-303401-3401-92711 TBWWTP_WINDOW CONSTRUCT_CAP 2026

Director/Commissioner

Martin/Albright

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT **(OWNER)** and _____ **(CONSULTANT). OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Town Branch Wastewater Treatment Plant Window Replacement Project** as contemplated in the **OWNER**'s Request for Proposal No. 20-2025. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. **(Exhibit "A")**, and Consultant's Response dated **July 23, 2025 (Exhibit "B")**. To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. **(Exhibit "A")**.

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER.**
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as 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. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes

aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$ 29000
Schematic Design Phase:	$ 10000
(percentage of total services)	34 %
Design Development Phase:	$ 9000
(percentage of total services)	31 %
Construction Documents Phase:	$ 5000
(percentage of total services)	17 %
Bid Phase:	$ 5000
(percentage of total services)	17 %
Construction Administration Stage	$ 5000
(percentage of total services)	14.7 %

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits,

	Year 1-2025	Year 2	Year 3	Year 4	Year 5
Principal	$250	$255	$260	$265	$270
Project Manager	$200	$205	$210	$215	$220
Assistant Project Manager	$185	$190	$195	$200	$205
QA/QC	$185	$190	$195	$200	$205
Principal Architect	$225	$230	$235	$240	$245
Senior Architect	$195	$200	$205	$210	$215
Project Architect	$195	$200	$205	$210	$215
Architect Intern	$137	$142	$147	$152	$157
Senior Civil Engineer	$185	$190	$195	$200	$205
Civil Engineer	$185	$190	$195	$200	$205

Senior Mechanical Engineer	$225	$230	$235	$240	$245
Mechanical Engineer	$185	$190	$195	$200	$205
Mechanical Engineer Intern	$150	$155	$160	$165	$170
Senior Electrical Engineer	$225	$230	$235	$240	$245
Electrical Engineer	$195	$200	$205	$210	$215
Electrical Designer	$175	$180	$185	$190	$195
Senior Fire Protection Engineer	$265	$270	$275	$280	$285
Registered Fire Protection Engineer	$225	$230	$235	$240	$245
Certified Industrial Hygienist	$195	$200	$205	$210	$215
Senior Industrial Hygienist	$185	$190	$195	$200	$205
Industrial Hygienist	$185	$190	$195	$200	$205
Geotechnical Engineer	$185	$190	$195	$200	$205
Electrical Engineer Intern	$170	$175	$180	$185	$190
Specification Writer	$185	$190	$195	$200	$205
Certified Physical Security Specialist	$225	$230	$235	$240	$245
Physical SecurityTech/Site Surveyor	$225	$230	$235	$240	$245
CADD Designer	$145	$150	$155	$160	$165
Senior Field Engineer	$185	$190	$195	$200	$205
Field Engineer	$180	$185	$190	$195	$200
Accounting/Administrative	$85	$90	$95	$100	$105
Senior Cost Estimator/Scheduler	$185	$190	$195	$200	$205
Cost Estimator/Scheduler	$225	$230	$235	$240	$245
Historical Preservation	$185	$190	$195	$200	$205

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

1.5. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has

in good faith contested the same.

1.6. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

1.6. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

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 **CONSULTANT**.

1.7. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

1.8. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement,

the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

1.9. Successors and Assigns.

6.4.1. **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

1.10. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

1.11. Accuracy of CONSULTANT'S Work.

The **CONSULTANT** shall be required to perform this Agreement in accordance with the degree of ordinary and reasonable skill and care usually exercised by professional

architects and engineers prevailing at the time, place and under similar conditions as the services hereunder are rendered.

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

1.12. Security Clause.

The **CONSULTANT** 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**.

1.13. Access to Records.

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

1.14. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include but not be limited to the

following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

1.8. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

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

OWNER:
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____

LINDA GORTON, MAYOR

CONSULTANT:
Blaine Van Gansbeke

BY: _____

ATTEST:

_____
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of ., on this the _____ day of ___, 2025.

My commission expires: _____.

_____
NOTARY PUBLIC

Exhibit A

Scope of Services and Related Matters

RFP #20-2025

Lexington-Fayette
Urban County Government

Request for Proposals

The Lexington-Fayette Urban County Government hereby requests proposals for **RFP #20-2025 Architectural Design Consultant Services** to be provided in accordance with terms, conditions and specifications established herein.

Sealed proposals will be received through Ion Wave until **2:00 PM**, prevailing local time, on **August 1, 2025.** All forms and information requested in RFP must be included and attached in Response Attachments tab in Ion Wave.

Proposals received after the date and time set for opening proposals will not be accepted. It is the sole responsibility of the Proposer to assure that his/her proposal is submitted in Ion Wave before the date and time set for opening proposals. **A non-mandatory pre-proposal meeting will be held on July 23, 2025, at 1:30pm in the DWQ offices at 301 Jimmie Campbell Drive Lexington, KY 40511.**

Proposals, once submitted, may not be withdrawn for a period of ninety (90) calendar days.

The Lexington-Fayette Urban County Government reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the Lexington-Fayette Urban County Government to be in its best interest.

Signature of this proposal by the Proposer constitutes acceptance by the Proposer of terms, conditions and requirements set forth herein.

Minor exceptions may not eliminate the proposal. Any exceptions to the specifications established herein shall be listed in detail on a separate sheet and attached hereto. The Lexington-Fayette Urban County Government shall determine whether any exception is minor.

The Lexington-Fayette Urban County Government encourages the participation of minority- and women-owned businesses in Lexington-Fayette Urban County

Government contracts. This proposal is subject to Affirmative Action requirements attached hereto.

Please do not contact any LFUCG staff member or any other person involved in the selection process other than the designated contact person(s) regarding the project contemplated under this RFP while this RFP is open and a selection has not been finalized. Any attempt to do so may result in disqualification of the firm's submittal for consideration.

Laws and Regulations

All applicable state laws, municipal ordinances and regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.

Equal Employment Opportunity

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

Kentucky Equal Employment Opportunity Act

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any "county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

> "During the performance of this contract, the contractor agrees as follows:
>
> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
>
> (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
>
> (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provision of the nondiscrimination clauses required by this section; and
>
> (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses."

The Act further provides:

> "KRS 45.610. Hiring minorities -- Information required

(1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.

(2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action against contractor -- Hiring of minority contractor or subcontractor

(1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job."

It is recommended that all of the provisions above quoted be included as special conditions in each contract. In the case of a contract exceeding $250,000, the contractor is required to furnish evidence that his workforce in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

Contention Process

Vendors who respond to this invitation have the right to file a notice of contention associated with the RFP process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the RFP process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the RFP process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing

findings as to the compliance with RFP processes. If, based on this review, a RFP process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.
Notice of appeal of a RFP recommendation must be filed within 3 business days of the RFP recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

SELECTION CRITERIA:

The LFUCG's Selection Committee shall consider the following factors when it evaluates the proposals received:

1. Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases. 20 Points
2. Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems. 25 Points
3. Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress. 15 Points
4. Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements. 10 Points
5. Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm. 10 Points
6. Fee 20 Points

Proposals shall contain the appropriate information necessary to evaluate based on these criteria. A committee composed of government employees as well as representatives of relevant user groups will evaluate the proposals.

Questions shall be submitted via IonWave at: https://lexingtonky.ionwave.net

Affirmative Action Plan

All vendors must submit as a part of the proposal package the following items to the Urban County Government:

1. Affirmative Action Plan for his/her firm;
2. Current Work Force Analysis Form;

Failure to submit these items as required may result in disqualification of the submitter from award of the contract. All submissions should be directed to:

Director, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, 3rd Floor
Lexington, Kentucky 40507

All questions regarding this proposal must be directed to the Division of Central Purchasing, (859)-258-3320.

AFFIDAVIT

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

1. His/her name is _____ and he/she is the individual submitting the proposal or is the authorized representative of _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 20__.

My Commission expires: _____

_____
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is

both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

_____ _____

Signature *Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: _____

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
Total:																	

Prepared by: _____ **Date:** _____/_____/_____

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: _____

Complete Address: _____
Street City Zip

Contact Name: _____ Title: _____

Telephone Number: _____ Fax Number: _____

Email address: _____

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business. The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 20-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

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

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company **Company Representative**

Date **Title**

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference # 20-2025

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company **Company Representative**

Date **Title**

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment,

supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name: _____ **Date:** _____

Project Name: _____ **Project Number:** _____

Contact Name: _____ **Telephone:** _____

Email: _____

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☐ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☐

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☐ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☐ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☐ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

Company	**Company Representative**
Date	**Title**

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
   (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract

for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings

regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

_____ _____

Signature Date

LEXINGTON

REQUEST FOR

PROPOSALS FOR:

Town Branch Wastewater Treatment Plant
Exterior Window Replacement Project
Professional Services
(Architectural Design Consultant)

Department of

Environmental Quality & Public Works

Division of Water Quality

July 2025

INTRODUCTION

The Lexington-Fayette Urban County Government (LFUCG) is seeking a proposal from consultants who are expertly qualified in the performance of professional design services relating to building envelope improvements and renovation projects.

The purpose of these services is to assess the current conditions, review the existing drawings, and perform full architectural services to provide new insulated replacement of the exterior windows for the administration building.

There are approximately 63 existing operable double pane exterior windows that need to be evaluated for replacement. Architectural services shall include all incidental design services to carry out the design intent of the project as outlined above.

This project is funded through the Division of Water Quality. Per the attached projected project schedule, we will complete the project well within those timelines. LFUCG Project Management Group will take care of all administrative tasks and reporting, so there will not be any additional administrative time beyond your typical project approach.

The **Town Branch Wastewater Treatment Plant** is located at **301 Jimmie Campbell Drive – Lexington, KY 40504**

The Project shall consist of Two Stages:

- Stage 1: Design Stage
- Stage 2: Construction Administration Stage



PROJECT NARRATIVE

This plant is located just inside New Circle Road off Old Frankfort Pike. It is near Town Branch Creek. The plant can treat up to 11 billion gallons of wastewater each year.

The plant, which opened in 1919, was one of the first sewage treatment plants in this part of the United States. The facility has been upgraded and expanded several times through the years. More upgrades are planned through 2026 as a part of Lexington's Consent Decree compliance measures.

Town Branch is designed to treat wastewater generated from approximately 60 percent of the city. The plant is designed for a flow of 30 million gallons daily but can treat a maximum daily flow of 64 million gallons.

The original building (not including the lab addition) is one-story totaling approximately 13,290sf. The facility also includes a kitchen, restrooms, lab, and offices for the Division of Water Quality.

The new exterior window units will need to replace the existing exterior window units in the current openings

The project may require some phased construction as the administration building shall remain

in operation throughout construction and is occupied 7 days/week. Design meetings with the LFUCG Division of Water Quality will be held to finalize the scope.

SCOPE OF BASIC SERVICES

General Requirements:

a. **Design Schedule** - See Project Schedule attached. The Consultant shall review and agree to the design schedule. Proposed deviations to the attached schedule shall be submitted in writing and agreed on by both parties. Schedule deviations that result in a request for time extension from the consultant at no fault of the Owner shall be at the Owner's discretion.

b. **Coordination** – the Consultant shall coordinate with the LFUCG Project Manager and other project consultants in all aspects of design and services. The Consultant shall provide written correspondence, copies of all documents, and all other project related items in the proper format as requested by the Owner. Unless authorized by the Owner, all project related communications shall be forwarded through the LFUCG Project Manager.

c. **Deliverables** - All design submittals shall consist of (2) hard copies and (1) digital PDF copy at all submissions prior to the Bid Phase, and (3) hard copies and (1) digital PDF at the Final Submission for ready to advertise Bid Documents. Typical drawing sheet size to be 24"x 36" unless approved otherwise. Specifications, reports, and other supplemental documents shall be on 8-1/2" x 11" sheets unless approved otherwise. Supplemental drawings, revisions, and clarifications may be on 8-1/2" x 11" sheets, or 11" x 17" sheets. All other sheet sizes to be approved by LFUCG Project Manager. LFUCG Project Manager may request half size sets of drawings as a portion of the required amount of hard copy sets per each submission.

d. **Owner Review Meetings/Presentation** - The Consultant shall be responsible for attending review meetings/presentations at the end of each design phase, and as otherwise noted in the RFP. Refer to the attached design schedule.

e. **Value Engineering** - shall be performed at the end of each design phase as necessary to meet the project budget.

f. **Authorization to Proceed** – Where multiple phases of work are outlined, the Consultant shall not proceed with the next phase or task of work until cost and timeline estimates are aligned with the Owner's budget and schedule. Authorization to commence with the next phase of work will be issued by letter from the Owner (LFUCG) after approval of previous design documents. Any work performed by the Consultant without this written authorization will be at the Consultant's risk and will be a voluntary contribution to the project.

STAGE 1: Design Stage

The design stage of the project shall include all phases of design as outlined below. The consultant shall collect all necessary information, provide updates to the LFUCG Project Manager, acquire continual input from the Owner, evaluate and implement Owner's comments, and provide all deliverables as outlined by the RFP per the design schedule. It is the Consultant's

responsibility to communicate the design intent and full scope of work pertaining to their area of expertise. The consultant shall seek ongoing and continual input from the Owner throughout each phase of the project.

Due to the limited scope of the project, the consultant may combine the schematic design and design development phases into one phase with a single set of deliverables at the Design Development Phase.

Phase 1: Schematic Design
Schematic Design Documents shall consist of drawings and other documents necessary to convey the overall intent. Preliminary layouts and sizing of major components. Schematic Design services shall include review of existing building and site, existing drawings, and field verification as necessary to fulfill the design intent in regard to the work to be performed by the consultant. At the completion of the Schematic Design Phase the general design intent of the scope of work shall be expressed and evident.

Phase 2: Design Development
The Design Development Documents shall illustrate & describe the development of the approved Schematic Design Documents. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels. At the completion of the Design Development Phase the design intent of the scope of work shall be evident, and all major building systems within the scope of work shall be expressed in a clear graphical and/or written manner.

Design Development Deliverables:

Two full hardcopy sets, and one digital set of submission items are due as indicated on the attached design schedule unless approved otherwise. Consultants are required to present the submission in person or by Zoom at an Owner's review meeting.

Estimate of Probable Construction Cost.

The Probable Construction Cost shall be itemized out with unit cost. If the consultant's Estimate of Probable Construction Cost is over an Owner provided construction budget/ approved construction cost from a previous phase, the consultant must include value engineering options, and written recommendations of how to reduce the cost to meet the provided budget.

Outline Specification

Outline specifications to include all major building, and/or project components & systems per division of work specific to the project. Identifies the major materials & systems and establishes in general their quality levels. Basis of design for major materials, components, and systems to be identified, and coordinated with the Owner. Include Cover Sheet, and full table of contents.

Phase 3: Construction Documents
The Construction Documents shall illustrate & describe the further development of the approved Design Development Documents. Construction Documents shall consist of documents including fully noted drawings and specifications that effectively communicate the complete design intent and full scope of work to be performed by the Consultant including all approved

alternates. Drawings and specifications shall be coordinated for quality and completeness. Completed construction documents shall convey the entire scope of work to be performed by the Consultant in a level of detail for quality construction that meets all applicable codes, regulations, and requirements.

Construction Document Deliverables:

I. Two full hardcopy sets, and one digital set of submission items are due at the 98% submission as indicated on the attached design schedule unless approved otherwise. Consultants are required to present the submission in person or by Microsoft Teams at an Owner's review meeting.

II. The consultant shall incorporate all applicable review comments, and coordinate with the LFUCG Project Manager & LFUCG Division of Procurement for submission of Ready to Advertise (RTA) Construction Documents. Consultants shall submit three full hard copy sets and one digital set of all submission items for the Final Construction Document Submission to be advertised.

Phase 4: Bid Phase

The Division of Procurement will be responsible for advertising the bid documents. All questions, requests, and correspondence shall be directed to LFUCG Division of Procurement during the Bid Phase. The consultant shall assist the Owner with clarifications, questions form bidders, and addenda pertaining to the scope of the project. The Pre-Bid Conference will be conducted by the Division of Procurement, LFUCG Project Manager and Consultant. The Bid Opening will also be conducted through the Division of Procurement and reviewed for recommendation to award by the Consultant. Consultant shall provide a certified bid tabulation, conduct checks with bidders' references, and provide a letter of award recommendation to the Owner.

STAGE 2: Construction Administration Stage

The Construction Administration Phase of the project shall start after the Bid Phase once the Owner has released the written Notice to Proceed (NTP) to the contractor. The Consultant shall continue to coordinate with the LFUCG Project Manager throughout the construction administration process, attend progress meetings as required, make site visits as required, and complete necessary observations, inspections, reports, and documentation pertaining to the scope of work to be performed by the Consultant. Duration of construction administration services will be based on both construction contract time, and completion of the original project scope. The Consultant will facilitate progress meetings, contractor coordination, distribution of meeting minutes, distribution of shop drawings, distribution of RFI's, processing change orders, final review and distribution of payment applications, etc. The Consultant shall be responsible for reviewing all necessary items in regard to the Consultant's scope of work and shall do so in a timely manner to avoid causing a project delay.

Phase 1: Construction Administration Phase

Construction Administration shall be lead throughout the Construction Stage by the Consultant and shall be responsible for administering the construction contract, maintain consistent and precise documentation, facilitate the project close out with assistance from all consultants, and facilitate proper coordination between all parties. Minimum Construction Administration services to be performed by the Consultant shall include the following:

☐ **Meetings (Pre-Construction, Progress Meetings, Pre-Installation, etc.):**
Consultant shall attend all meetings upon request. Progress meetings and site observations shall be scheduled bi-weekly (every two weeks). Consultant shall attend all meetings and conduct site observation throughout construction pertaining to their scope of work, and upon request by the Project Architect. Consultant to submit written Field Reports to the Contractor and LFUCG Project Manager. Consultant shall be responsible for attending pre-installation meetings pertaining to their scope of work if applicable

☐ **Reviews:**
Pertaining to the scope of work to be performed by the Consultant, the Consultant shall review Schedule of Values (SOV), Contractor's Daily Logs, Payment Applications, Proposals, Change Order Documentation, RFIs, O&M Manuals, Closeout Documents, and all other correspondence pertaining to the Consultant's scope of work. Consultant shall review Submittals and RFI's within 10 calendar days of receipt unless authorized otherwise. The goal is to turn all submittals and RFI's around within ten (10) business days of receipt.

☐ **Inspections:**
Consultant shall inspect their full scope of work to assist in determining Substantial Completion. Consultant shall conduct a second inspection of their full scope of work to assist in determining Final Completion after all Punch List items have been corrected. Consultant shall provide both a Punch List, and a Back-Punch List containing completion dates for each punch-item.

☐ **Supplemental Drawings:**
Supplemental drawings shall be required to clearly communicate the full scope of work, when necessary, when not already shown in the construction documents, or when additional clarification is needed. Supplemental Drawings may be required for clarifications, RFI, ASI, WCPR, Change Orders, etc.

☐ **Record Drawings:**
The Consultant shall collect the Contractor's marked-up drawings (As Built Drawings) and will distribute the As Built Drawings to the Consultants per their scope of work. Consultant shall be responsible for digitally updating their scope of work, and shall provide one hard copy set, and a digital file containing both CAD and PDF format of the Record Documents.

Construction Administration Deliverables:

I. Consultant shall submit Record Drawings/ Documents within (30) days of receipt of Contractor's structural mark-ups (As Built Drawings). Consultant shall provide: (1) PDF file of Architectural Drawings, (1) PDF File of Architectural specifications, CAD files of all drawings and specifications.

SELECTION PROCESS

All responses to this Request of Proposal will be reviewed and evaluated per LFUCG Purchasing Procedures and Thresholds.

All costs associated with the preparation and responses, including presentation materials for interviews and site visits, if conducted, related to this RFP shall be borne solely by the consultant and at no cost to LFUCG.

SCORING CRITERIA

	Total Points
Professional qualifications and experience of the team with architectural and engineering services throughout the design and construction phases.	20
Demonstrated understanding of the project requirements. Including past experience with similar projects and building systems.	25
Capacity of the team to perform the work within the time limitations. Illustrated by the current volume of work in progress.	15
Past record and performance on contracts with the LFUCG, other governmental agencies, and private industry with respect to such factors as cost control, quality of work, and ability to meet schedule requirements.	10
Degree of local employment to be provided by the person or firm in the performance of the contract by the person or firm.	10
Fee	20
Final Technical Score	**100**

Project Timeline For Town Branch Wastewater Treatment Plant Exterior Window Replacement Project		
Task	**Duration**	
RFP Issued	**1**	**Days**
RPF - Responses Due	**21**	**Days**
RFP Evaluation and A/E Recommendation	**7**	**Days**
N.T.P. & P.O.	**7**	**Days**
Design	**60**	**Days**
On-Site Review & Field Verification	**18**	**Days**
Schematic Design / Design Development Phase	**35**	**Days**
Final Design Development Deliverables Due	**4**	**Days**
Construction Document Phase	**42**	**Days**
Construction Document 98% Submission	**11**	**Day**
Owner Review of CD Phase	**4**	**Days**
Owner's Construction Documents' Comments Incorporated	**4**	**Days**
100% Construction Documents Ready to Advertise Submission	**1**	**Day**
Advertisement & Award	**64**	**Days**
Compile Bid Documents	**4**	**Days**
Advertise for Bids	**28**	**Days**
Pre-Bid Meeting	**1**	**Day**
Bids Due	**1**	**Day**
Bid Review & Selection	**3**	**Days**
Approved in Legistar Date	**0**	**Days**
Council WS	**1**	**Day**
Council 1st Reading (Double Reading Approval)	**1**	**Day**
Construction Contract Execution/ P.O.	**7**	**Days**
Anticipated Construction	**210**	**Days**
Pre-Construction Meeting	**1**	**Day**
Construction	**203**	**Days**
Substantial Completion	**1**	**Day**
Final Completion	**7**	**Days**

FORM OF PROPOSAL

Consultant Design Services for the Town Branch Wastewater Treatment Plant Exterior Window Replacement Project
Architectural Design
Consultant:
Request for
Proposal Form
of Proposal

Consultant:_____

Address: _____

General:

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a. The undersigned Consultant, having read and examined the complete Request for Proposal and associated documents, affirms agreement to complete all work in accordance with the contract documents.

2. **Submittal Requirements:**

a. Cover letter stating interest in the project by an officer of the company who has authority to commit their firm to the proposed project.

3. **Lump Sum Pricing:**

a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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, travel/mileage, printing cost, profit, and all other costs used on the job.)

b. Provide a firm Lump Sum Cost for providing the LFUCG with services as noted in the Request of Proposal.

Design Stage (Total Services Below) $_____

Schematic / Design Development Phase: $_____
(percentage of total lump sum) _____%

Construction Documents Phase: $_____
(percentage of total lump sum) _____%

Bid Phase: $_____
(percentage of total lump sum) _____%

Construction Administration Stage (Total of Services Below) $_____

Construction Administration Phase: $_____
(percentage of total lump sum) _____%

Total Consulting Services **$_____**

4. **Payment for Additional Services:** Additional Services shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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, travel/mileage, printing cost, profit, and all other costs used on the job.

Title/Skill Level	Hourly Rate
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR
_____	_____$/HR

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

_____

Signature **Name**

_____

Title **Date**

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and _____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Town Branch Wastewater Treatment Plant Window Replacement Project** as contemplated in the **OWNER**'s Request for Proposal No. 20-2025. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. (**Exhibit "A"**), and Consultant's Response dated **July 23, 2025** (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as 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. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

6.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$_____
Schematic Design Phase: (percentage of total services)	$_____ _____%
Design Development Phase: (percentage of total services)	$_____ _____%
Construction Documents Phase: (percentage of total services)	$_____ _____%
Bid Phase: (percentage of total services)	$_____ _____%
Construction Administration Stage	$_____
(percentage of total services)	_____%
Total Architectural/ Engineering Services	$_____

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level	Hourly Rate
Principal Architect	_____$/HR
Project Architect	_____$/HR
Project Manager	_____$/HR
Project Associate	_____$/HR
_____	_____$/HR
_____	_____$/HR

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

1.7. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

1.8. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

1.15. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

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 **CONSULTANT**.

1.16. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

1.17. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in Fayette County, Kentucky.

1.18. Successors and Assigns.

6.4.1. **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

1.19. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of

payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

1.20. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

1.21. Security Clause.

The **CONSULTANT** 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**.

1.22. Access to Records.

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

1.23. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

1.9. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

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

OWNER:	**CONSULTANT:**
_____	_____
_____	_____
_____	_____

EXHIBIT B

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
1700 Eastpoint Parkway
P.O. Box 23790
Louisville KY 40223

License#: 2081754

CONTACT NAME: Cheryll Clayton
PHONE (A/C, No, Ext): 502-489-6242 FAX (A/C, No):
E-MAIL ADDRESS: CClayton@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : American Casualty Company Of Reading,	20427
INSURER C : Travelers Casualty And Surety Company Of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
West Point Engineers, LLC
1941 Bishop Lane, Suite 400
Louisville KY 40218

WESTPOI-06

COVERAGES **CERTIFICATE NUMBER: 1435180542** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	B 7013135370	2/25/2025	2/25/2026	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
	X Pollution Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	B 7013135370	2/25/2025	2/25/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X HCPD							$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 7 13053297	12/22/2024	12/22/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability		Y	108020714	4/1/2025	4/1/2026	Per Claim Aggregate	2,000,000 2,000,000

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

CERTIFICATE HOLDER

For Information Only
For Information Only
For Information Only
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

PROPOSAL OF ENGINEERING SERVICES AND RELATED MATTERS

West Point Engineers LLC (WPE) Response to:

RFP #20-2025 Architectural Design Consultant Services: Window Replacement

Lexington, KY

1 August 2025

POC

Sarah Bitner

sarahbitner@westpointengineers.com

765-635-0216



This response includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this response. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from source without restriction. The data subject to this restriction are contained in all sheets of this response.

The structure of this document is as follows:

1. **Firm Profile**
2. **Capabilities statement**
3. **Professional Qualifications**
4. **Understanding of Project**
5. **Capacity**
6. **Past Performance**
7. **Local Employment**
8. **Fee**
9. **Required Forms**

1. WPE Company Profile

Point of Contact: Sarah Bitner; Director of Marketing, WPE
Phone Number: (765) 635-0216
Email Address: sarahbitner@westpointengineers.com
Mailing Address: 1941 Bishop Lane, Suite 400 Louisville, KY 40218
Company Name: West Point Engineers LLC (WPE)
UEI: DEJEN69ZLAX5
DUNS number: 792397866; **CAGE Code:** 742E0
Office Locations: Louisville, KY – MAIN
Herndon, VA, Brandon, FL, Katy, TX, Fort Payne, AL, Sunfield, MI – BRANCHES
Company Size: WPE is a SMALL BUSINESS in all NAICS codes
Designations, Certifications: SBA certified SDVOSB
NAICS Codes: 5413, 541310, 541320, 541330, 541340, 541600, 541611, 541990, and more.

WEST POINT

2. Capabilities Statement

Company Overview

West Point Engineers (WPE) is a Service-Disabled Veteran Owned Small Business (SDVOSB) and a proud veteran owned company. Founded in 2006 WPE's focus is on providing innovative and unmatched design services across all industries.

West Point Engineers is the only Kentucky AND Federal Certified Service Disabled Veteran Owned Small Business Architecture or Engineering Firm.

Mission

At WPE, our mission is to leverage our expertise in Architecture and Engineering to contribute to the betterment of society's infrastructure. As a SDVOSB, we are driven by a commitment to excellence and innovation, aiming to provide top-tier design, project management, and engineering solutions across various sectors. With a focus on delivering outstanding results, we dedicate ourselves to enhancing the built environment, all while maintaining our dedication to serving military, veteran, and community needs.

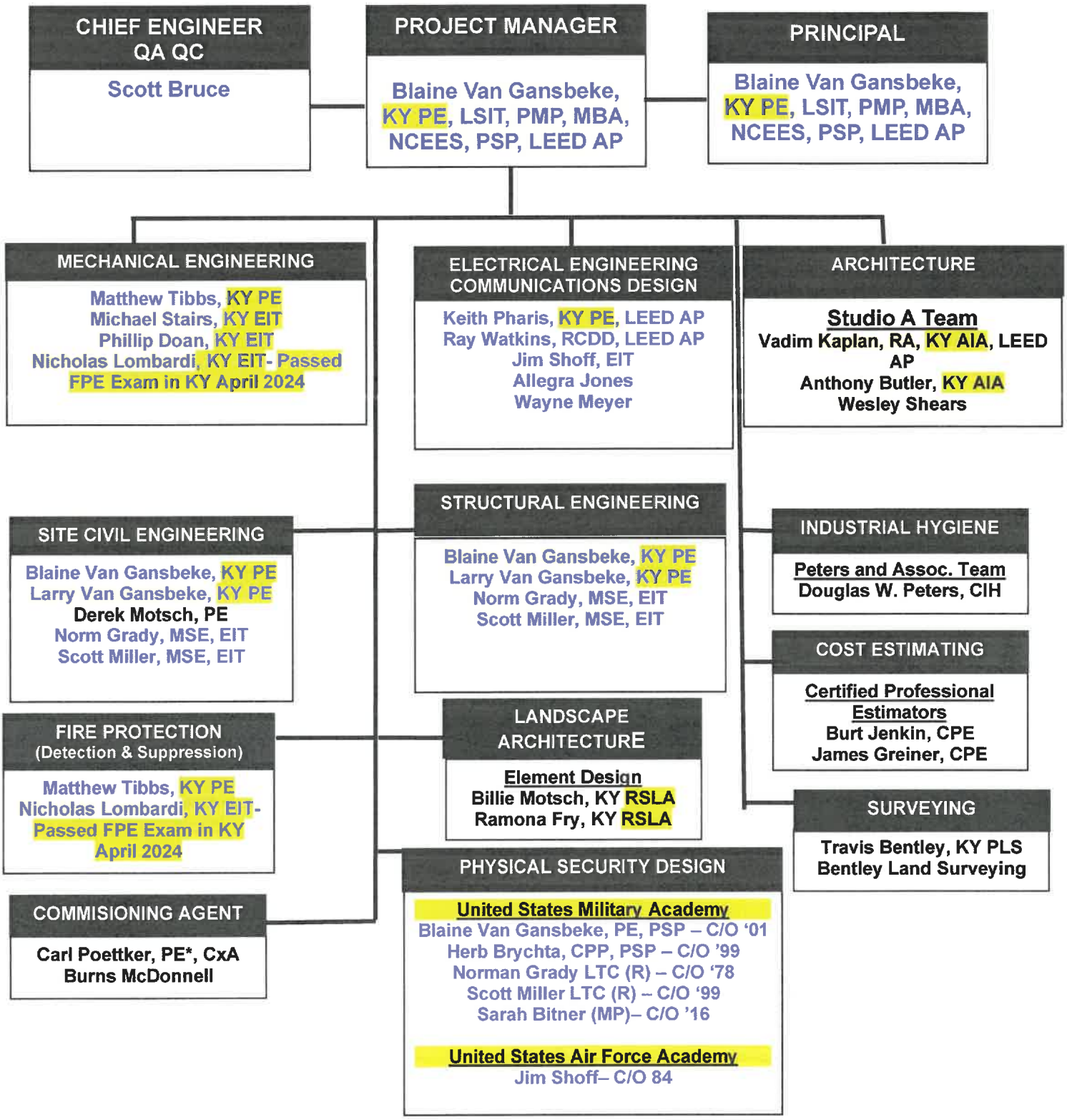
Goal

At WPE, our aspiration is to excel as a prominent player in engineering endeavors with a profound impact on healthcare infrastructure and broader societal development. By leveraging our expertise and nurturing innovation, we are dedicated to shaping the foundation that supports healthier communities and drives positive change. Through the delivery of cutting-edge Architecture and Engineering solutions, our goal is to contribute significantly to the advancement of projects, ensuring excellence, sustainability, and enduring value for healthcare and society at large.

About Us

At WPE, we envision a future where our commitment to excellence and service leads the way in transforming the infrastructure of our nation. With a focus on Architecture and Engineering Design, Project Management, and Force Protection Design, we are driven by our passion for continuous improvement and our commitment to serving our communities. WPE is especially committed to serving Veterans and the DoD community. WPE is poised to play a pivotal role in shaping the future of infrastructure in our communities; embodying the values of integrity, excellence, and service in every endeavor we undertake.

1. Professional Qualifications



Military Veteran Design Team

Jim Bush- Retired Air Force National Guard Stationed at Louisville International Airport

Jim Shoff, US Air Force Academy Graduate, Electrical Engineer, Helicopter and Drone Pilot

Craig McGuffey- Retired US Navy

Sarah Bittner, MBA, Female Veteran, Military Police Officer at Fort Knox, West Point Graduate

Norman Gray, LTC (R) 30 years active duty US Army Corps of Engineers, West Point Graduate and Former West Point Structural Engineering Instructor

Scott Miller, LTC (R) 24 years active duty US Army Corps of Engineers, West Point Graduate and Certified Army Scuba Diver

Herb Brychta, PSP, CPP- West Point Graduate/ Security Specialist US Army Veteran

Blaine Van Gansbeke, PE, PSP- US Army Corps of Engineer Veteran West Point Graduate

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Blaine Van Gansbeke, KY PE, PMP, PSP, KY LSIT, MBA, NCEES Certified	**Firm Principal/ Structural/Site Civil Engineer/Project Manager/Physical Security Specialist**	19	15

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Civil Engineering with specialization in Structural Civil Engineering, West Point Military Academy MBA, Auburn Lowder	Kentucky, Florida, Michigan, Ohio, Indiana, New York, Louisiana, Virginia, Texas, Pennsylvania, North Carolina- Professional Engineer Civil Engineering; ASIS Certified Physical Security Professional

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
An industry leader in Federal Design, Mr. Van Gansbeke has been an industry leader in his field for years. He is a federal design expert with years of experience designing projects for the Corps of Engineers, the VA, Residential and Commercial Clients. His certifications, professional licenses, and work experience set him apart from his peers. Bronze Star Recipient.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2024 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.



Project Management Institute

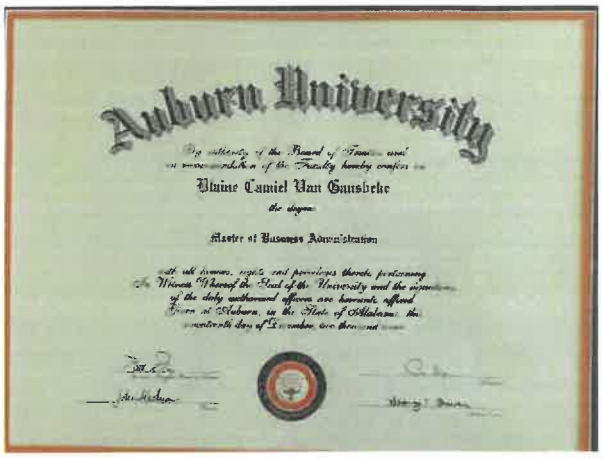
THIS IS TO CERTIFY THAT

Blaine Camiel Van Gansbeke

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Auburn University

By authority of the Board of Trustees and on recommendation of the Faculty hereby confers on

Blaine Camiel Van Gansbeke

the degree

Master of Business Administration

with all honors, rights and privileges thereto pertaining. In Witness Whereof the Seal of the University and the signatures of the duly authorized officers are hereunto affixed. Given at Auburn, in the State of Alabama, the seventeenth day of December, two thousand three



2459

Permit No.
Expires annually unless renewed

COMMONWEALTH OF KENTUCKY

By this
Permit
be it known that
West Point Engineers

has met all the requirements of law and is hereby authorized to practice Engineering in the Commonwealth of Kentucky.

In witness whereof we have put our hand and seal this 11th day of August, 2006

Issued by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors

Chair

Secretary



COMMONWEALTH OF KENTUCKY

Be it known that

Blaine Camiel Van Gansbeke

having qualified, as required by act of the General Assembly, is duly licensed and is hereby authorized to practice in the Commonwealth of Kentucky as a

PROFESSIONAL ENGINEER

In Testimony Whereof we have affixed our hand and seal this 28th day of June 2006

Chair

Secretary

License No. 24788

Issued by the Kentucky State Board of Licensure for Professional Engineers and Land Surveyors



Commonwealth of Kentucky

Let it be known that

Blaine Camiel Van Gansbeke

has successfully passed the examination in the fundamentals of land surveying and is hereby confirmed as a

LAND SURVEYOR IN TRAINING

and after completing the required period of satisfactory land surveying experience may apply for the final examination for licensure as a Land Surveyor.

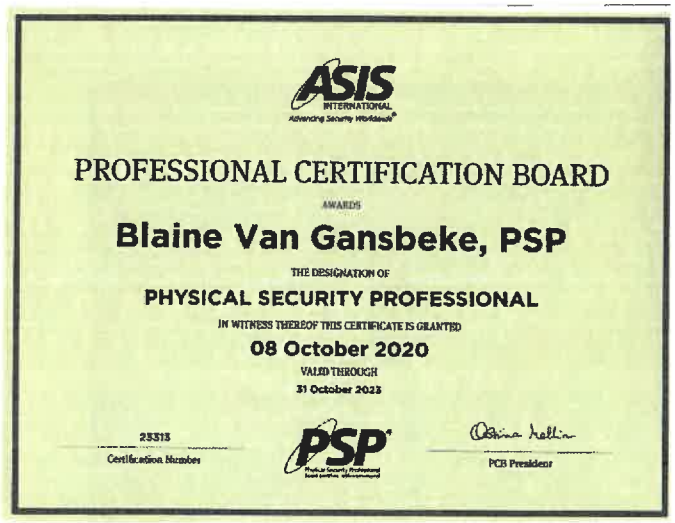
LSIT NO. 1854

In witness whereof we have put our hands this 24th day of May 2007

Kentucky
State Board of Licensure
for
Professional Engineers
and Land Surveyors

Chair

Secretary Treasurer



ASIS INTERNATIONAL
Advancing Security Worldwide

PROFESSIONAL CERTIFICATION BOARD

AWARDS

Blaine Van Gansbeke, PSP

THE DESIGNATION OF

PHYSICAL SECURITY PROFESSIONAL

IN WITNESS THEREOF THIS CERTIFICATE IS GRANTED

08 October 2020

VALID THROUGH

31 October 2023

25313
Certification Number

PSP

PCB President



LEED GREEN ASSOCIATE

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

Blaine Van Gansbeke, PE, PMP, LSIT, MBA

HAS ATTAINED THE DESIGNATION OF

LEED® Green Associate™

by demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED green building program.

10049956 GREEN ASSOCIATE

05 NOV 2020

04 NOV 2022

Mahesh Ramanujam

PRESIDENT & CEO



GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Blaine Van Gansbeke

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

LEED AP

March 30, 2009

Peter Templeton

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Scott D. Miller LTC(R), MSE, EIT, PMP, PMI-ACP	**Structural Civil Engineer/Physical Security Specialist**	24	2

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

Bachelor of Science in Civil Engineering, United States Military Academy (USMA), West Point;
Master of Science in Civil Engineering, Missouri University of Science and Technology (M S&T)
US Army Engineer Officer Basic Course Fort Leonard Wood MO

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

The University of the State of New York Intern Engineer (EIT Certificate # 078887)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.*

Project Management Institute (PMI) Project Management Professional (PMP # 3457029)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2024 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*: **AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*: **Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*: **Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

31E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Norman M. Grady MSE, EIT, LTC (R)	**Senior Structural Engineer/Physical Security Specialist**	31	3

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
University of Texas • **PhD Studies** (completed all coursework), Civil Engineering -Structures
University of Texas • **Master of Science in Engineering, Computational Mechanics** (Finite Elements Analysis) US Military Academy – **West Point, NY** • Bachelor of Science, Engineering Mechanics

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Engineer-in-Training, Commonwealth of Virginia

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
CERTIFICATIONS: US Government Security Clearance (Secret, with prior Top Secret-SCI w/Polygraph - Expired) Contracting Officer Representative, Defense Intelligence Agency
PROFESSIONAL AFFILIATIONS: Society of American Military Engineers (Life Member, 2004 Past Post President, Chicago Post); National Society of Professional Engineers (2005 National Conference Keynote Speaker, Chicago; IL; 2006 FE Refresher Course Instructor, Alexandria, VA); Army Engineer Association (Life Member)
Military Officers Association of America (Life Member) Instructor Structural Engineering- United States Military Academy @ West Point; Retired Army Corps Of Engineer Officer

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Replace Elevators Building 200 & 200E VA Medical Center Togus, Maine	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The Architect/Engineer to provide all professional architectural and engineering (A/E) services necessary to develop complete drawings, specifications, cost estimates, construction schedules, project phasing, investigations, site visits, and construction period services associated with providing a complete construction design package to evaluate and replace, if required, all elevator equipment (Elevators 1, 2, 3, 4, and 5) in building 200 and 200E but excludes elevator 6 in building 200E.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Replace/Upgrade Medical Gas System VA Medical Center Birmingham, AL VAMC	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The Architect/Engineer (A/E) shall provide professional technical services, including construction period and commissioning services for the complete design for Project No. 521-21-106, Replace/Upgrade Medical Gas System. The purpose of this project is to address identified failing plumbing facility conditions. Project will correct specific identified failing FCA issues associated with medical gases that are in need of correction.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #502-21-104-A/E Replace Building 7 Roof	2022	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The Architectural/Engineering Consultant (A/E) shall provide all architectural and engineering services necessary to prepare complete contract documents consisting of specifications, drawings, and any other documents for bidding purpose and A/E construction period services for preparation of construction documents, cost estimates and other items as indicated to accomplish the replacement of the roof and gutters for building 7.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Charles James (Jim) Shoff, EIT	**Electrical Engineer**	37	2

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Electrical Engineering, United States Air Force Academy, Colorado Springs, CO	EIT, Colorado

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.*

PMO lead personally responsible for successful delivery on a multitude of Federal projects/programs to include: Federal Aviation Administration, United States Air Force (USAF), US Courts, Defense Finance and Accounting Service (Prime Contractor PM), Boeing Aircraft Company (Prime PM),The Centers for Medicare & Medicaid Services, The U.S. Department of Veterans Affairs Projects / Programs managed include incorporating various complex solutions while enhancing the overall customer experience.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2024 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*: **AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*: **Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*: **Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Larry Van Gansbeke, KY PE, MBA	**Chief Engineer Structural/Site Civil Engineer/ Blast Protection Structural Engineer**	42	15

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Civil Engineering with specialization in Structural Civil Engineering, Michigan State University MBA, University of Louisville	Kentucky #10397, Michigan, Professional Engineer Civil Engineering

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
40 Years of Structural Engineering, Civil Engineering, Project Management, and Construction Management of Green Energy Projects of more than $250 million.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2024-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Wayne Meyer	**Electrical Designer**	31	1

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Los Angeles, CA; Westport, CT; Phoenix, AZ

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS, Electrical Design for Construction, Anoka Vocational Technical Institute, Anoka, MN	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Member of Institute of Electrical and Electronics Engineers (IEEE)
Member Illumination Engineers Society (IES), Minnesota Chapter

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Remove Old Switchgear – Building 108, James H. Quillen VA Medical Center, Mountain Home, TN	2014-2015	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Electrical Designer for this project, design for the removal of existing pad-mounted switchgear at the exterior of existing Building 108. The new full design removes all of the existing switchgear and integral enclosure and replaces it with a new above-grade junction box at the location of the existing incoming feeders for splicing the two sets of 3#500Kcmil and 1#4 ground. The new junction box will be mounted to the existing concrete pad.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Correct Electrical Deficiencies, Veterans Affairs Medical Center, Bay Pines, Florida	2012-2015	2014-2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Electrical Designer for the design of a full set of construction documents that will upgrade and improve security camera systems at the West 10th Street facility (Building 1) and at the Veteran House on Cold Spring Road (Building 42).

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Upgrade Security Camera Systems, Richard L. Roudebush Veterans Affairs Medical Center, Indianapolis, IN	2013-2015	2014-2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Electrical Designer for the design of a full set of construction documents that will upgrade and improve security camera systems at the West 10th Street facility (Building 1) and at the Veteran House on Cold Spring Road (Building 42).

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Install PIV Card Readers, Richard L. Roudebush Veterans Affairs Medical Center, Indianapolis, IN	2013-2015	2014-2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Electrical Designer for the design of a full set of construction documents to upgrade and improve the PIV Card readers at this VA. Paradigm evaluated the existing PIV Card system to ensure compliance with the security requirements as outlined in the Department of Veterans Affairs VA Handbook 00730/2 and the "Mission Critical Physical Design Manual for VA Facilities."

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Anthony M. Butler, Kentucky AIA	**Project Architect & Interior Designer**	18	8

15. FIRM NAME AND LOCATION *(City and State)*
Studio A Architecture, Inc. Louisville, Kentucky

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
Masters of Architecture, 1996 - Washington University in St. Louis
Bachelor of Science in Architecture 1992 - The Ohio State University

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Missouri - 2002015346 (Architecture), Alabama – 7748 (Arch), Tennessee - 00102654 (Arch), Ohio - 13386 (Arch), Texas - 21964 (Arch), Florida – AR97202 (Arch), Georgia – RA001626 (Arch), Kansas – A6944 (Arch.), Kentucky – 7090 (Arch), Louisiana – 7089 (Arch) Maryland – 20913 (Arch0, Massachusetts – 32475 (Arch)
Michigan – 130163015 (Arch), North Carolina – 13591 (Arch) North Dakota – 2321 (Arch), New York – 44450 (Arch) South Carolina – 9904 (Arch), Virginia – 401019578 (Arch) West Virginia – 4423 (Arch) Illinois – 001.0190160 (Arch) Colorado – ARC.00407340 (Arch)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Institute of Architects - AIA - 30274286
NCARB - 65217

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
New CLC Adult Day Cay Center St. Cloud, MN Veterans Affairs Medical Center	2019-2021	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Studio A Architecture and West Point Engineers team members designed the Adult Day Care Center at the St. Cloud VAMC. This is a standalone new building in the CLC. Project includes geotechnical design, surveying, landscape architecture, civil engineering, mechanical engineering, electrical engineering, architecture, structural engineering, fire protection design, etc.

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Renovate CLC Recreation & Dining Area, James J. Peters VA Medical Center, Bronx, New York	2016	VA Defunded

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This design provided a large upgrade to the Bronx NY VAMC's CLC center including enclosing a sunroom, renovating the multi-purpose room in the CLC, designing a new kitchen for the CLC, and renovating the restrooms for ADA accessibility

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Century Villa Healthcare, Century Fields Retirement Community, Greentown, IN	2006	2006-2007

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑Check if project performed with current firm

Project Architect on the renovation/ addition to existing Retirement Community. Responsible for overall project design and production as well as consultant coordination. The project included partial renovation of existing Skilled Care areas as well as addition of new Skilled Care Private pay wing with separate dining and Lounge areas, addition of new Chapel and Maintenance/ Storage areas and as creation of independent living cottages. Project cost around $2,500,000.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia	2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Studio A Architects are providing Architectural, Structural, Mechanical, Plumbing, and Electrical Engineering to design the vertical addition of the entire physical building foot-print (approximately 23,500sq. ft.)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Vadim Kaplan, KY AIA	Architect	22	11

15. FIRM NAME AND LOCATION *(City and State)*
Studio A Architecture, Inc. - Louisville, Kentucky

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Master of Architecture, MARHI, Moscow, Russia, 1989	Kentucky - 4299 (Architecture) Indiana - AR0000030 (Architecture)

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
American Institute of Architects - AIA - #30108796; Over 40 years' experience medical planning
LEED AP - GBCI Number: 10054451

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Atlanta Veterans Affairs Medical Center Construct New 4TH Floor Community Living Center Residential Service Decatur, Georgia

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019-Present	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Studio A Architects are providing Architectural, Structural, Mechanical, Plumbing, and Electrical Engineering to design the vertical addition of the entire physical building foot-print (approximately 23,500sq. ft.)

b.

(1) TITLE AND LOCATION *(City and State)*
Project #502-21-104-A/E Replace Building 7 Roof Pineville Louisiana Veterans Affairs Medical Center

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2021	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

The Architectural/Engineering Consultant (A/E) shall provide all architectural and engineering services necessary to prepare complete contract documents consisting of specifications, drawings, and any other documents for bidding purpose and A/E construction period services for preparation of construction documents, cost estimates and other items as indicated to accomplish the replacement of the roof and gutters for building 7. AE must consider that the replacement of the roof and gutters may result in revisions to supporting structural components.

c.

(1) TITLE AND LOCATION *(City and State)*
Renovate CLC Recreation & Dining Area, James J. Peters VA Medical Center, Bronx, New York

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2016	On Hold

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

This design provided a large upgrade to the Bronx NY VAMC's CLC center including enclosing a sunroom, renovating the multi-purpose room in the CLC, designing a new kitchen for the CLC, and renovating the restrooms for ADA accessibility.

d.

(1) TITLE AND LOCATION *(City and State)*
New CLC Adult Day Cay Center St. Cloud, MN Veterans Affairs Medical Center

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2019	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Studio A Architecture and West Point Engineers team members designed the Adult Day Care Center at the St. Cloud VAMC. This is a standalone new building in the CLC. Project includes geotechnical design, surveying, landscape architecture, civil engineering, mechanical engineering, electrical engineering, architecture, structural engineering, fire protection design, etc.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Keith A. Pharis, KY PE, LEED AP	**Electrical Engineer & MEP Director**	29	10

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Electrical Engineering, University of Louisville J.B. Speed School of Engineering	Kentucky #20714, Indiana #PE10910700, Tennessee #00113096, West Virginia #20188, California #17740, Florida #62929, Nevada #17595, Georgia #PE030637

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
LEED accredited professional

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2024 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope. size. cost. etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*: **AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*: **Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*: **Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Ray Watkins, RCDD, LEED AP	**IT Designer RCDD/Physical Security Designer/ Electrical Designer**	33	3

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Sullivan College of Technology and Design Associates Degree	BICSI RCDD – 222893. LEED accredited professional,

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite	2022-2024	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center	2022-2025	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center	2024-2025	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION
EHRM INFRASTRUCTURE UPGRADES PROJECT NO. 612-20-703 VA NORTHERN CALIFORNIA HEALTH CARE SYSTEM – EAST BAY DIVISION Mare Island Medical Center (VAMC) Building 201 CA VA Outpatient Clinic	2022	2022

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Electrical RCDD and senior electrical designer for a complete EHRM upgrade project at the above VA location Design includes campus wide EHRM upgrade, Physical Security design and data closet upgrades.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Allegra C. Jones	**Senior Electrical Engineer**	**18**	1

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Los Angeles, CA; Westport, CT; Phoenix, AZ

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor's of Science in Electrical Engineering, University of Kentucky	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Power Systems; Electrical Engineering; Electronics; Transmission Operations; Power Generation; Regulatory Compliance; Verbal/Oral Presentation; Preventive Maintenance; Schematic and Drawing review

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

b.

(1) TITLE AND LOCATION *(City and State)*: **Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

c

(1) TITLE AND LOCATION *(City and State)*: **University Of Kentucky Per Diem Professional Consulting Services-Chandler Nitrogen Generator HA699, Lexington KY**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide services to design the replacement of both existing nitrogen generator compressor stations with new single multi-compressor unit that is located on the 6th floor of the UK Chandler Hospital near the central lab. Existing nitrogen generator to be reused with new compressor station. The project shall be phased in to minimize equipment requiring nitrogen downtime. Equipment was selected by the University of Kentucky staff to be Powerex LSH05A4 compressor station and Nano NXC 0046 cycling refrigerated air dryer.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Matthew B. Tibbs, KY PE	**Senior Mechanical Engineer/Fire Protection**	36	3

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Mechanical Engineering, University of Memphis	PE: TN, Al, AR, FL, GA, ID, IA, KA, KY #24358, LA, MS, MO, NC, SC, UT, WI, & WY. NCEES Certified

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
NIOSH 582

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite	2022-2024	2013

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center	2022-2025	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center	2024-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement	2023-2025	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Michael Stairs, EIT	**Mechanical Engineer and Plumbing Designer**	7	3

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Mechanical Engineering, BSE University of Evansville	EIT, Kentucky

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite	2022-2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings. specifications. cost estimates. project phasings. site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center	2022-2025	2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center	2024-2025	2018

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement	2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Phillip Doan, KY EIT	**Mechanical Engineer**	2	2

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sun field, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Mechanical Engineer, University of Louisville	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2024-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Nicholas Lombardi, KY EIT, FPE Passed April 2025	**Mechanical Engineer**	2	2

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science in Mechanical Engineering University of Toledo; Minor in Marketing	N/A

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Awarded the University of Toledo 2023 Most Outstanding Engineer for Campus and Community Contributions
Passed FPE April 2025

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite	2022-2024	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center	2022-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center	2024-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement	2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Burt Jenkins	**Senior Cost Analyst**	26	4

15. FIRM NAME AND LOCATION *(City and State)*
Certified Professional Estimators Decatur, GA

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science (Construction Technology), 1991 Appalachian State University	NC Wetlands Recovery OSHA, ASU compliance for Alternative Energy and Materials

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
NC Wetlands Recovery
OSHA, ASU compliance for Alternative Energy and Materials

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite	2022-2024	2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center	2022-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center	2024-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement	2023-2025	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Douglas W. Peters, CIH, CSP	**Certified Industrial Hygienist, Certified Safety Professional**	39	27

15. FIRM NAME AND LOCATION *(City and State)*

Douglas W. Peters and Associates, Inc., d.b.a. Environmental Health Management - Louisville, KY

16. EDUCATION *(DEGREE AND SPECIALIZATION)*

BS Chemical Engineering, University of Kentucky
BA Chemistry, Eastern Kentucky University

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*

Certified Industrial Hygienist, #5399

Certified Safety Professional, # 11729

-Licensed Asbestos Building Inspector & Management Planner Kentucky #78589, Indiana #196607054

-Licensed Asbestos Project Designer, Kentucky #78590

-Licensed Lead Project Designer, Kentucky #43-005, Risk Assessor – 41-037

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.*

39 Years of industrial hygiene, safety, and environmental services and project management.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **AHERA Asbestos Inspections, Robley Rex VA Medical Center, 800 Zorn Ave., Louisville, KY**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2008-2023 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Managed, performed, and reviewed all professional asbestos inspection services necessary to develop and complete the facility's Asbestos Management Plan.

b.

(1) TITLE AND LOCATION *(City and State)*: **Asbestos and Indoor Air Quality Project Manager, Designer Bullitt County Public Schools, Shepherdsville, Kentucky**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1997-2023 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Asbestos Abatement from Roby and Overdale Elementary Schools; Evaluation of Asbestos, Lead, and Microbial Contamination After Flooding at Riverview School; 1994 – 2023 and 2006 Asbestos AHERA Inspections, District-Wide; Indoor Air Quality Investigation at Hebron Middle School, Mt. Washington Elementary, Bullitt Lick Middle School, Bullitt Central High School. $2,000.00 to $155,000.00.

c.

(1) TITLE AND LOCATION *(City and State)*: **Asbestos Periodic Inspections at Lexington VA Medical Centers, Lexington, KY**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2010-2023 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Performed asbestos inspections of all facilities at the VA Medical Centers in Lexington, KY. Areas were inspected for asbestos. Inventoried asbestos materials into computer database. Evaluated hazard risks. Hazard risks were evaluated as to their effect to personnel as well as building property. Update existing Asbestos Management Plan and databases, $5,000.00/year.

d.

(1) TITLE AND LOCATION *(City and State)*: **Project Manager and Environmental Services Consultant, Louisville Metro Government**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2005-2023 — CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Project Description: Asbestos, Lead Paint, Mold Inspection, project design, and project management. Asbestos inspection, project design, and air monitoring $100,000.00/year. Lead Paint, Inspection, Project design, and clearance testing, $200,000.00/year. Indoor air quality testing, industrial hygiene testing, $50,000.00/year

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Scott Bruce	**Quality Assurance Manager**	32	4

15. FIRM NAME AND LOCATION *(City and State)*

West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Los Angeles, CA; Westport, CT; Phoenix, AZ

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Attended Columbus State - Project Manager | OSHA 30 Trainer | Bowser Morning Building Investigation | Primavera P3 | Primavera P6 - CBA inc. | Teamwork - Certified | MS Project | Const. Quality Management U.S Army Corps of Engineers | 3M Fire Protection |	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Experienced in large scale multiphase projects with hundreds of personnel on site. Team leading Clients through the Design process. QC of final Bid Docs and then onto the Construction phase all while maintaining the larger capital project scope. Most of my projects are renovation in nature and require a close working relationship with the Client / Design Team and the Building Professional. Multiple VA Construction Projects completed.

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2024 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*: **AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2022-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*: **Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2024-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*: **Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2023-2025 | CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Travis Bentley, KY PLS	**Land Surveyor**	25	10

15. FIRM NAME AND LOCATION *(City and State)*
Bentley Land Surveying - Louisville, KY

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
	Kentucky PLS

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Fort Eustis, Virginia Company Operations Facility Norfolk District USACE

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2010	2010

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Land Surveyor for a Fort Eustis Company Operation Facility at Fort Eustis, VA as part of a design/build team with QBS Construction for the Norfolk District Corps of Engineers. LEED Silver Certifiable. **$16 Million USACE Design/Build**

b.

(1) TITLE AND LOCATION *(City and State)*
Demolish Existing High School and Design New Fort Knox High School Fort Knox, Kentucky USACE Louisville District

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2007	2008

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Land Surveyor for a New High School at Fort Knox, KY as part of a design/build team with Barton Malow Construction for the Louisville District Corps of Engineers

c.

(1) TITLE AND LOCATION *(City and State)*
Lexington Veterans Affairs Medical Center, Lexington, Kentucky

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2014	2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Land Surveyor to survey 40 acres at the Lexington, Kentucky VAMC for Blaine Van Gansbeke.

d.

(1) TITLE AND LOCATION *(City and State)*
Site Improvements, Lexington Cooper Drive VA Medical Center, Lexington, Kentucky

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2013	

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm

Land Surveyor to survey 4 acres at the Lexington, Kentucky VAMC for Blaine Van Gansbeke.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Billie J. Motsch, KY RLA	**Landscape Designer**	18	10

15. FIRM NAME AND LOCATION *(City and State)*
Element Design Lexington, Kentucky

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor of Science Landscape Architecture	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Building Entrance Improvements and Basement Renovation-Veterans Affairs Medical Center Wilkes-Barre PA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2012-2013	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Landscape Architect for the upgrade of the main hospital entrance and renovation of the first floor. Project includes the expansion and renovation of the existing police station on the first floor. New building entrance canopy and entrance doors. New heated walkway entering the building and new landscape architecture were provided as part of the scope of work.

b

(1) TITLE AND LOCATION *(City and State)*
Ft. Pickett Regional Training Institute, Phase I and 2 , Blackstone, VA

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2008	2010

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

This project is Phase I of a two-phase design/build for the new Regional Training Institute for the Virginia National Guard at Fort Pickett, Virginia. This 56 acre site will provide as a training center for National Guard and Reservists across the U.S. It includes a Regimental headquarters, an Officer Candidate School, an Auditorium and an Education Center. Scope includes site design & planning, site components of anti-terrorism force protection, civil engineering of storm drainage, site grading, sanitary sewers, landscape plan and LEED support for site related credits.
Size: 56 acre site; Cost: $23M; Role: Project Manager, Landscape Designer

c.

(1) TITLE AND LOCATION *(City and State)*
Fort Eustis, Virginia Company Operations Facility Design/Build

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2009	2009

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Civil Engineer of Record for this USACE Norfolk District Design/Build 75,000SF project for KBJ Architects. Responsible for civil force protection design, sanitary sewer design, storm sewer design, detention basin design, parking lot design, grading and grading plan. Project certified LEED Silver.
Size $12 million

d.

(1) TITLE AND LOCATION *(City and State)*
Veterans Affairs Medical Center Lexington, Kentucky AE Demolish Buildings 5,6,7,8,23,24,38,45,100, Water Reservoir & Structure 44

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION
2013	2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm

Landscape Architect for a recently completed the design of a large demolition project at the Lexington Leestown Road VAMC. The Detailed Scope of Work Includes: Utility Locates Across half of the Campus, Topographic Survey of half of the Campus, Demolition of a Sanitary Sewer Lift Station, demolition of a Domestic Water Reservoir and a Domestic Water Pump Station, demolition of seven buildings and new landscaping to cover up where demolished buildings were located.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Herbert Brychta, PSP, CPP	**Physical Security Specialist**	24	5

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Branden, FL; Sunfield, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*
John Jay College of Criminal Justice New York, NY
2018 Master of Science – Security Management
United States Military Academy West Point, NY 1999
Computer Science Major

17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
ASIS Certified Protection Professional (CPP) 2020 Cert #23310;-ASIS Physical Security Professional (PSP) 2015 Cert #18396;- ISC^2 Certified Information Systems Security Professional (CISSP) 2015 Cert #523057; Lockmasters Security Institute Tactical Entry 2013;Federal Law Enforcement Training Center Physical Security Training Program 2012; United States Marine Corps Anti-Terrorism Officer Level Two 2012; Lockmasters Security Institute Physical Security Specialist 2011;- FEAC Certified Enterprise Architect 2010

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
A strong leader with extensive and progressively responsible experience in Security, Anti-Terrorism, Project Management, and IT Infrastructure. Flexible and adaptable to mission changes and emerging requirements. Regarded as a calm, collected leader who empowers subordinates. Decorated Combat Veteran

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Access Control Upgrades Jesse Brown VA Medical Center
VA Medical Center

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2021
CONSTRUCTION (If applicable): 2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm
Led a team of engineers and low voltage designers. Designed replacement access control and alarm system for the main hospital and 9 subordinate clinics in the greater Chicago area. Client stated, "this is my best running project."

b.

(1) TITLE AND LOCATION *(City and State)*
MILCON/UMMC PLANNING CHARRETTE REPORT I
Access Control Anti-Terrorism/Anti-Force Options Cavalier Space Force Station, North Dakota

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2024
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — Check if project performed with current firm
Lead security designer for PCR study and preliminary design of new access control point at the Cavalier Space Force Station. Reviewed existing threat information, conducted complete risk assessment, site survey, and Unified Facilities Criteria compliance analysis. Interviewed installation leadership and ATFP personnel. Produced 6 distinct design courses of action (3 for guardhouse, 3 for overwatch) to facilitate decision making.

c.

(1) TITLE AND LOCATION *(City and State)*
Physical Security Assessments of Multiple Veterans Affairs Medical Center

(2) YEAR COMPLETED
PROFESSIONAL SERVICES: 2015-2022
CONSTRUCTION (If applicable):

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — X Check if project performed with current firm
Conducted security compliance surveys of major VA hospital campuses in Cleveland, Dayton, Cincinnati, Chillicothe, Memphis, Nashville, Murfreesboro, and Kansas City. Surveyed multiple subordinate clinics. Prepared reports suitable for inclusion in facility master plans. Generated policy waivers as requested.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT
(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Sarah M. Bitner, MBA	**Physical Security Specialist**	7	2

15. FIRM NAME AND LOCATION *(City and State)*
West Point Engineers - Louisville, KY; Herndon, VA; Dallas, PA, Brandon, FL; Sun field, MI; Katy, TX; Fort Payne, AL; Westport, CT

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
Bachelor's of Science in English United States Military Academy; MBA University of Kansas	

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Budget Management, Contract Specialist, Physical Security, Project Management, Risk Intelligence and Continuity of Operations; former Active Duty Army Military Police Officer

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Project #518-22-109 Building #3 Renovation of Kitchens and Computer Suite

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2024	

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
Provide all professional architectural and engineering (A/E) services necessary to develop complete construction drawings, specifications, cost estimates, project phasings, site visits and construction period administration associated with a full building renovation. The project will also address sustainability and energy efficiency by replacing failing HVAC systems

b.

(1) TITLE AND LOCATION *(City and State)*
AE - Replace HVAC B61 CLC Tuscaloosa, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2022-2025	

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61.

c.

(1) TITLE AND LOCATION *(City and State)*
Biomed Correct Air Deficiencies and Renovate Biomed Space Birmingham, AL VA Medical Center

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2024-2025	

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
The purpose of this project is to provide new fire alarm, voice evacuation, mass notification and non emergency paging within buildings containing patients. Non-patient buildings shall be fire alarm only New fire alarm junction boxes, conduit system (Electrical Metallic Tubing) and wiring were located throughout the various buildings on campus. The new conduit system was painted red in color.

d.

(1) TITLE AND LOCATION *(City and State)*
Chillicothe Ohio VA Medical Center A/E B26 Chiller Replacement

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
2023-2025	

Check if project performed with current firm

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE
This project will replace an existing chiller at building 26 which has exceeded its useful life. This project will also install a second chiller at building 26 to serve as a redundant backup source of chilled water. This project will install a new direct buried chilled water supply and return system to connect the new chillers installed building 26 to the existing single chiller at building 27 for redundancy.

2. Understanding of Project: Past Experience

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROJECT #521-22-102 REPLACE WINDOWS PHASE 3Birmingham, AL VA Medical Center	2022-2023	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Birmingham, AL VA Medical Center	Joseph Osborn	(205) 554-2000 ext 2901

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract #36C24724B0007 **Project** #521-22-119 **Construction Budget:** $6,230,000 **AE Fee:** $755,009.91

The project is located in the Main Hospital, Building 1, on the campus of the Birmingham VA Healthcare System, located at 700 19th Street South, Birmingham, AL 35233. Building 1 is a twelve-story concrete framed structure constructed in 1949 and opened to patients in 1952. The hospital provides both inpatient and outpatient services to military veterans that live in north central Alabama and surrounding areas. The hospital currently provides 139 beds for inpatient care. This project consists of a complete replacement of all windows on the BVAHCS main campus and at the TR House. located at 1301 26th Street N. Birmingham. AL 35234. This replacement is to include all windows, the replacement of any damaged framing, associated with the replacement, repair of any wall damage associated with the existing windows leaking, and appropriate window flashing. The Architect/Engineer (A/E) shall provide professional technical services for the complete design for Project No. 521-22-119, Replace Windows. The construction budget has been established at $6,230,000. Required documents typically include schematics, preliminary plans, working drawings, specifications, cost estimates, construction documents (final drawings, specifications, and cost estimate.), and asbuilt drawings. The A/E shall prepare design and construction documents and provide construction period services for the full scope of this project. The design shall include mechanical, electrical, low voltage, architectural, and any other necessary upgrades to meet current VA and industry standards.

The work will require staged construction, in order to minimize impacts to the Medical Center. The A/E shall include provisions in the construction documents for staged construction in order to maintain Medical Center operations during construction.



RELEVANCE

Replacement of 300 windows at the Birmingham VAMC

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	West Point Engineers & Studio A Architects	Louisville, KY	Architecture and Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER
	2

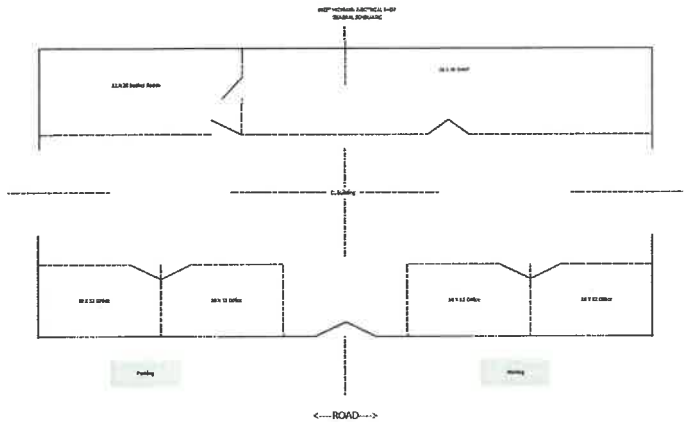
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Design Services for Water Quality Maintenance Electrical Shop	2015-2016	2016

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lexington-Fayette Urban County Government Jessamine County Kentucky	Central Purchasing	(859)-258-3320

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

The Lexington- Fayette County Government hired our design team to design a metal maintenance building at the West Hickman Sewage Treatment Plant outside of Lexington, Kentucky. Our team of licensed mechanical, electrical, civil, structural and architects successfully designed this building and supported its construction. The building as 40' by 60'.



Request for Proposals
New Electrical Maintenance Shop
West Hickman Wastewater Treatment Plant
Lexington-Fayette Urban County Government

Background / General Project Description

The Lexington Fayette Urban County Government (LFUCG) operates and maintains the multiple structures located at 645 West Hickman Plant Road in Nicholasville, Kentucky. LFUCG desires to construct a new electrical shop with the following general specifications:

- Pre-engineered metal building (Arco Building Systems or equivalent)
- Single story structure, 60 foot width by 40 foot depth dimensions
- Concrete floor with compressive strength for intended use
- Insulated for it intended use
- Overhead garage doors located on each gable end of the building, minimum 12 foot height.
- Single 36-inch standard entry door
- Four (4) heated / cooled offices, each office measuring 10 foot by 12 foot with a single exterior window
- Heated / cooled workshop area measuring 12 foot by 40 foot / equipped with janitor's sink
- Heated / cooled bath area measuring 12 foot by 20 foot and equipped with urinal, toilet stall, sink, shower, and four lockers.
- Heat only for remaining area
- Electrical specification:
  - 400 amp,
  - transformer
  - 480 volt, 3 phase, 42 space panel
  - 120/208 volt, 3 phase, 42 space panel
- Sidewalk and driveway / parking area as shown in Exhibit A

RELEVANCE

New Windows

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1 FIRM NAME)	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Design Services for Water Quality Maintenance Electrical Shop	2015-2016	2016

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lexington-Fayette Urban County Government Jessamine County Kentucky	Central Purchasing	(859)-258-3320

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1 FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Tuckpoint & Seal Ambulatory Care Addition of Building 1	2022-2025	2025

23. PROJECT OWNER'S INFORMATION

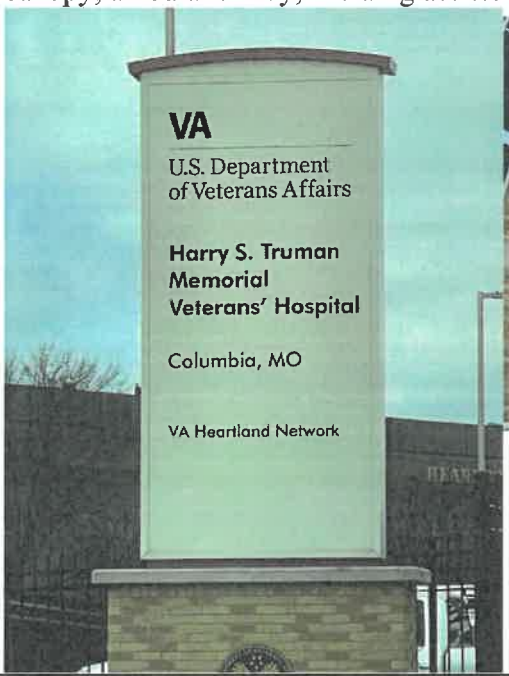
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Columbia, MO VA Medical Center	Daniel P. Schmidt	573-814-6000 ext.52448

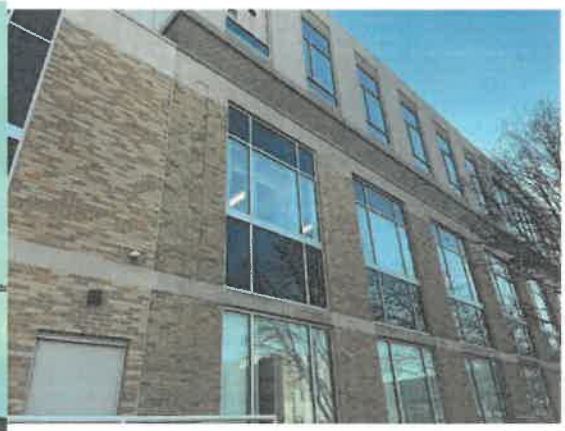
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Project Number: # 589A4-23-103 -; AE Fee: $100K *Construction Size* $550,000k

The Architect-Engineer (A/E) shall Design Services for Construction Project No. 589A4-23-103, Tuckpoint & Seal Ambulatory Care Addition of Building 1.

Project Information:
This project will replace all caulk joints on the exterior of the ACA building. This includes full removal of existing sealants and re-sealing of those joints with the A/E specified sealants. This project will include tuck point of all failing grout/mortar joints on the exterior of the ACA building. This project will also fix the seal of all windows/store fronts on the exterior of the ACA building where required, or full replacement of window/storefront if required. The sealing or replacement of any exterior utility infrastructure that is supposed to have environment-controlled encasement, this shall include but not limited to junction boxes, doghouses, etc. This project does not include the full replacement of the roofs associated with the ACA but shall include resealing of joints and patching if required. The project will remove/replace any damaged flashing or install additional flashing where deemed flashing is required. The general scope of this construction project is to fully seal the exterior of the ACA building to provide protection from all environmental factors. The ACA building includes all exterior areas north of the original Building 1 construction and shall include but not limited to the circle drive car port and canopy, ambulance bay, and all glass store fronts associated with the entrance vestibules.





RELEVANCE

Replace Windows

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	West Point Engineers & Studio A Architects	Louisville, KY	Architecture and Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER
	4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
New Entrance Building, VA Medical Center Lebanon, PA	2012-2017	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
VA Medical Center, Lebanon, PA	Laura Harding	717-228-5938

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Contract Number: # VA24412C0498-; AE Fee: $238K; Construction Size $5.5 Million

The West Point Engineers team designed a new entrance that connects the south entrance of building 1 to the new entrance of the surgery building 104. The scope of work includes all design disciplines and involves the following:

- Extensive construction coordination will be provided, as the entrances to these areas will need to remain operational
- Stringent phasing plan reflecting proper work times and coordination with the hospital
- New entrance area will be aesthetically inviting and convenient, connecting two buildings
- New windows
- New main and side doors
- Enhanced force protection measures via anti-ram barrier planters, benches, CCTV and anti-blast systems
- HVAC system with VAV systems w/ DDC control are required
- Patient privacy enhanced through concealed waiting area
- Planetree principles utilized throughout
- LEED design principles followed





RELEVANCE

- **Construction phasing to avoid disruption to pedestrian traffic flow- entrances will remain operational**
- **Phasing reflects proper work times and hospital coordination**
- **New Windows**



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Architecture, Engineering and Construction Period Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER
	4

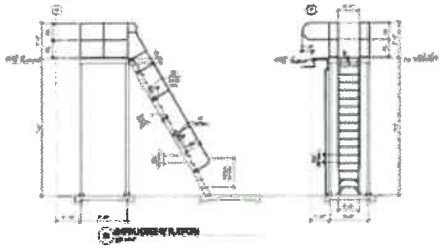
21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
New Entrance Building, VA Medical Center Lebanon, PA	2012-2017	2017

23. PROJECT OWNER'S INFORMATION

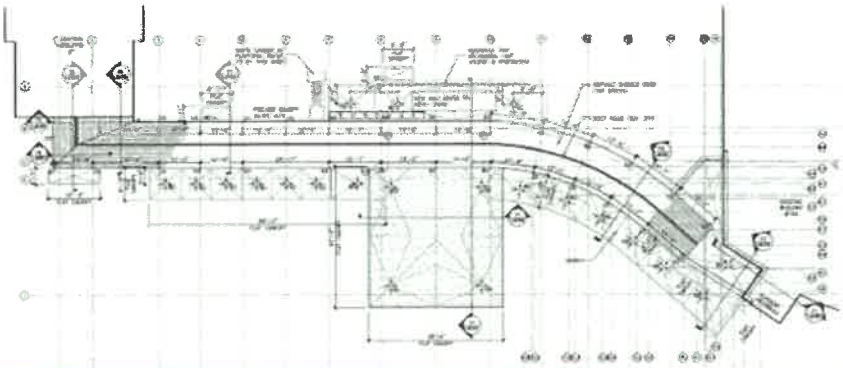
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
VA Medical Center, Lebanon, PA	Laura Harding	717-228-5938

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Contract Number: # VA24412C0498-; AE Fee: $238K; Construction Size $5.5 Million













25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Architecture, Engineering and Construction Period Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
New Adult Day Cay Center(Community Living Center) St. Cloud, MN Veterans Affairs Medical Center	2017-2024	2023

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Cloud, MN Veterans Affairs Medical Center	Sue Poirier	320.255.6346

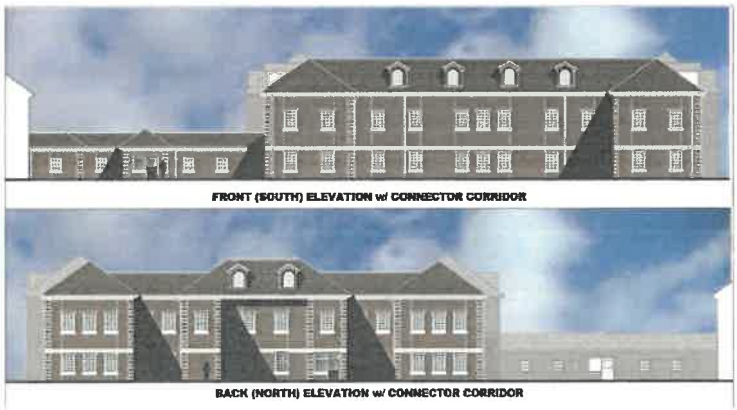
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: #VA26315C0137-; AE Fee: $986K; Construction Size $9.5 Million

Studio A Architecture and the West Point Engineers Team designed an Adult Day Care Center at the St. Cloud VAMC.

Project includes geotechnical design, surveying, landscape architecture, civil engineering, mechanical engineering, electrical engineering, architecture, structural engineering, fire protection design, etc.

This project is a standalone new building that blends into the existing campus. This project is currently under design.



FRONT (SOUTH) ELEVATION w/ CONNECTOR CORRIDOR

BACK (NORTH) ELEVATION w/ CONNECTOR CORRIDOR

RELEVANCE

- **Design of an entire new building**
- **Structural design, civil design, mechanical design, electrical design, interior design geotechnical design**
- **New Windows**



FRONT (SOUTH) ELEVATION w/ CONNECTOR CORRIDOR

BACK (NORTH) ELEVATION w/ CONNECTOR CORRIDOR

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers and Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Project Management, Architecture and Master Planning

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
New Adult Day Cay Center(Community Living Center) St. Cloud, MN Veterans Affairs Medical Center	2017-2024	2023

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
St. Cloud, MN Veterans Affairs Medical Center	Sue Poirier	320.255.6346

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers and Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Project Management, Architecture and Master Planning

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
USA Cares National Headquarters and Call Center- Radcliff, KY	2015-2017	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
USA Cares	Peter Giusti	270-872-4422 x102

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Our team members volunteered its services to design the New Headquarters and Call Center for the USA Cares Veterans Group. This Veterans Group helps veterans in needs with emergency funding. This new headquarters was designed to be close to Fort Knox, KY where many soldiers needed assistance but the new call center made it capable of providing services to veterans nationwide.

RELEVANCE

New Windows

Our team members performed the full civil design, structural design, electrical design, architectural and mechanical design for this new 13600 sq ft headquarters and call center. $5.5 million



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Project Management, Architecture and Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
New ICU/Surgery/Medical Unit Design, VA Medical Center, Lebanon, PA	2013-2017	2017

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Lebanon VA Medical Center	Thaddeus Kocuba	(717) 228-6050

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost.)*

Contract Number: # VA24412C0517-; AE Fee: $737K; Construction Size $7.5 Million

Our team designed a full set of construction documents to construct two new floors of a medical building at the Lebanon VAMC for a new $7,800,000 Intensive Care Unit, Surgery Unit, and Medical Unit.

The scope of work includes the following:

- Complete new structural design for two new floors of a medical building on campus
- Complete new electrical design for two new floors
- Complete new HVAC system design for two new floors
- Complete Architecture and Interior design
- Extensive design charrette review with the end users nurses, physicians etc.
- Provide a full set of construction documents that will house an 11-Bed ICU Unit and a 16-Bed Medical Surgical Unit
- All patient rooms will be private with private bathrooms. Adequate spaces for all functions will be provided, and will include design for Architectural, Structural, mechanical, electrical, etc. One half of the below interstitial space will be constructed, as along with a connection to Building 1. 2
- Elevators will be included in the design. Extensive construction coordination will be needed, as this will be constructed as the 2nd and 3rd floor of an existing surgery center.
- A LEED Silver Rating Certifiable Rating is being sought. Planetree Philosophy utilized throughout.

RELEVANCE

- **Completely new VA Surgery Center**
- **Included new structural, electrical and HVAC system design for 2 new floors**
- **Extensive design charrette review**
- **New Windows**





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Project Management, Engineering, QA/QC, Construction Management

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
Salt Lake City Veterans Affairs Medical Center Salt Lake City, UT Extensive Genomics Lab	PROFESSIONAL SERVICES 2015-2024	CONSTRUCTION *(If applicable)*

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Veterans Affairs Medical Center	Tracy Jackson	303.372.7044

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: #VA25915C0123-; AE Fee: $633K; Construction Size $9.5 Million

This project design will support the new construction (an addition to Building 2 (abbreviated B.02)) of approximately 13,000 SF. The space consists of specialized environmental control space to accommodate the Salt Lake CityGenomic Medicine Center with accompanying support functions The Construction Limitation for this project is $8,000,000 with 20% deducts in the cost estimate.

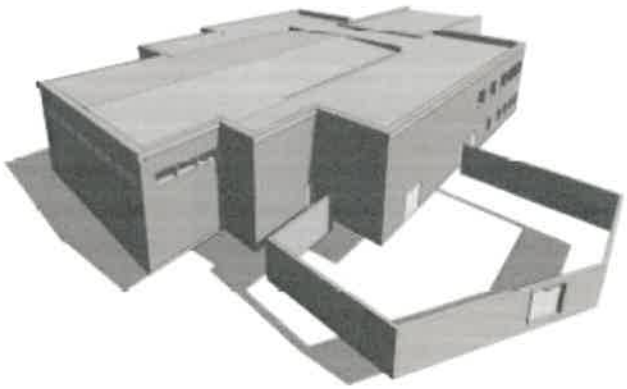
This project design will support the new construction (an addition to Building 2 (abbreviated B.02)) of approximately 13,000 SF of specialized environmental control space to accommodate the Salt Lake City Genomic Medicine Center with accompanying support functions (e.g., mechanical, electrical, storage, support, etc.). The design will provide site utilities, entrance, and roadways work to accommodate project.

The project design will address replacement and expansion of utility systems necessary to make the remodeled space energy efficient by current VA standards. The project design will analyze state-of-the-art bio bank and genomic medicine technology to ensure the most viable building service systems are constructed to support the robotics, low temperature equipment, size, and sophistication of research equipment to fill this new space. The design will provide storage and recovery of the samples critical to ongoing research designed to improve the health of veterans well after the samples are taken.

The design will provide for the vertical transportation and delivery dock required to support the Genomic Medicine program. The AE team will analyze associated parking serving the Genomic Medicine program and provide appropriate resolution. The project design will address security standards as appropriate to safe guard Genomic Medicine functions/activities. The project design will provide a new wing attached to the existing B.02 west end, to mimic the existing addition on the East end of B.02, Research Center consisting of ultra freezer(s), associated informatics support offices, support laboratories, and telemedicine service. The new wing will be designed so that it has the ability to vertically expand by two (2) floors in future phases. The project design will provide an addition constructed in accordance with the sustainability, energy, security, seismic and research requirements applied to VA Medical Center construction. Design is to incorporate seismic standards consistent with TIL. Project includes full site utilities design with new gas, new water, new storm sewer, new sanitary sewer, new retaining wall design, new sidewalks and parking.

RELEVANCE

- **Construction Support**
- **Laser Survey Measurements**
- **Update Corporate Standards**
- **Physical Security**
- **New Windows**
- **Structural Studies**
- **Geotechnical Studies (AMEC FW)**
- **Full Civil Design**
- **Seismic Structural Design**



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	Paradigm Engineers Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Project Management, Mechanical Engineering, Structural Engineering

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION (City and State)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Renovate CLC Recreation & Dining Area, James J. Peters VA Medical Center, Bronx, New York	2014-2024	2024

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
VA Medical Center	Jessica Molinari	(718) 584-9000

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Contract Number: # VA24314C0218-; AE Fee: $190K; Construction Size $2.5 Million

Our team members provided architecture and engineering services to renovate the dining area and recreation space on the First Floor of Building 106, Community Living Center (CLC). The design objective is to enhance the "Community Living" experience by incorporating design elements that will create a more residential, informal communal environment. Scope includes:

1. **Sunroom**
   a) Remove existing sunroom assembly – replace with aluminum storefront window unit units with insulated glazing and new vestibule with automatic entrance doors at opening in the former covered arcade wall openings.
   b) Install new standing seam metal roof, with gutter and downspout.
   c) Remove existing tile flooring and wood benches.
   d) Install new partition wall assembly over exposed masonry work – perimeter walls to be insulated.
   e) Install new floor and suspended acoustical ceiling system.

2. **Restrooms**
   a) Replace existing toilets with ADA fixtures with motion sensor flush valve.
   b) Replace existing wall mounted sinks with countertop mounted sinks with motion sensor faucet and mixing valves.
   c) Add new toilet stall grab bars (per ADA requirements), toilets and urinal screens.
   d) Add motion sensor hand dryers
   e) Replace existing base board heater with more efficient unit
   f) Replace urinal flush valves with motion sensor fixtures.

RELEVANCE

- **Renovation of dining area and recreation space**
- **HVAC services, including installation of a new return air fan and riser**
- **Restroom renovations to comply with ADA requirements**
- **Replace Windows**

3. **CLC Room**
   a) Remove existing aluminum storefront window separating sunroom and CLC space.
   b) Removal of the following: existing casework, VCT flooring, glass block wall assembly, suspended ceiling assembly, lighting all existing wall finish décor.
   c) Existing housekeeping, recreational therapy office, operable partition wall and dietitian room to be removed.
   d) Install electric door hold openers for CLC entrance door (to be coordinate with existing fire alarm system) – revise existing egress hardware as required.

4. **Lighting**
   Remove existing fluorescent lighting – replace with a "multi-layered" lighting scheme (combination emergency, task and decorative lighting). All lighting to be on dimmers (except EM lighting)

5. **Kitchen/Dining**
   a) VA to consult with kitchen consultant on the alternate design solutions for a "Fresh food" station and "cooking class room in kitchen area.
   b) Provide full-size refrigerator, storage for trash collection and food warming cart(s).

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Paradigm Engineers & Studio A Architects Original Design Firm. Members of West Point Engineers Performed the Design. Blaine Van Gansbeke Engineer of Record	Louisville, KY	Architecture and Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Kentucky National Guard - Mobile Public Affairs Detachment- Vault Restoration **Boone National Guard Post, Frankfort, Kentucky**	2025	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Commonwealth of Kentucky Department of Military Affairs	Jacob Huber	502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

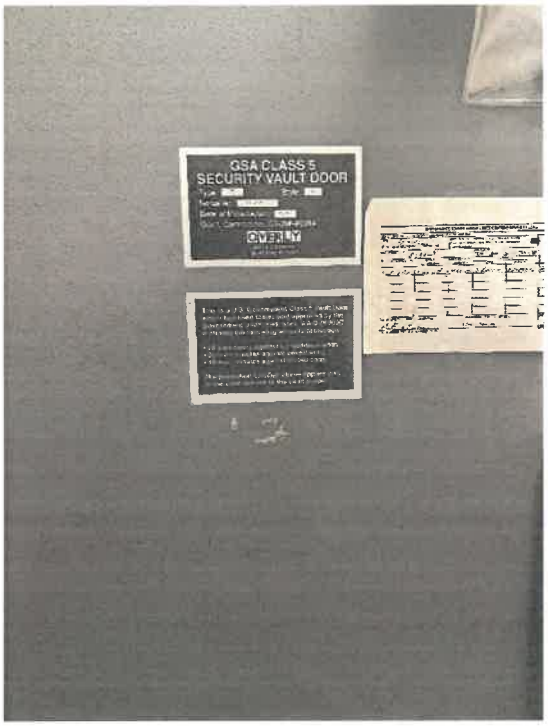
Master Agreement # 2500000279; *Delivery Order:* 2500024163 *AE Fee:* $50,000; *Construction Size* $175,000

The Commonwealth of Kentucky has employed West Point Engineers to perform a full site investigation, design, and construction period services for the Kentucky National Guard - Mobile Public Affairs Detachment- Vault Restoration at the Boone National Guard Post, Frankfort, Kentucky.

West Point Engineers was tasked to upgrade the existing Kentucky National Guard Arms Rooms Vault to meet specification : Army Regulation *190–11 Military Police Physical Security of Arms, Ammunition, and Explosives*.

We assisted the National Guard with locating and ordering a new arms room door that met Army Regulation *190–11.*

We designed a structural steel plating system to reinforce the Arms Room Vault from top to bottom.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	West Point Engineers	Louisville, KY	Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 11

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Kentucky National Guard – Design for Secure Room Lexington National Guard Armory, Lexington, Kentucky	2025	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Commonwealth of Kentucky Department of Military Affairs	Jacob Huber	502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Master Agreement # 2500000279; *Delivery Order:* XX *AE Fee:* $75,000; *Construction Size* $500,000

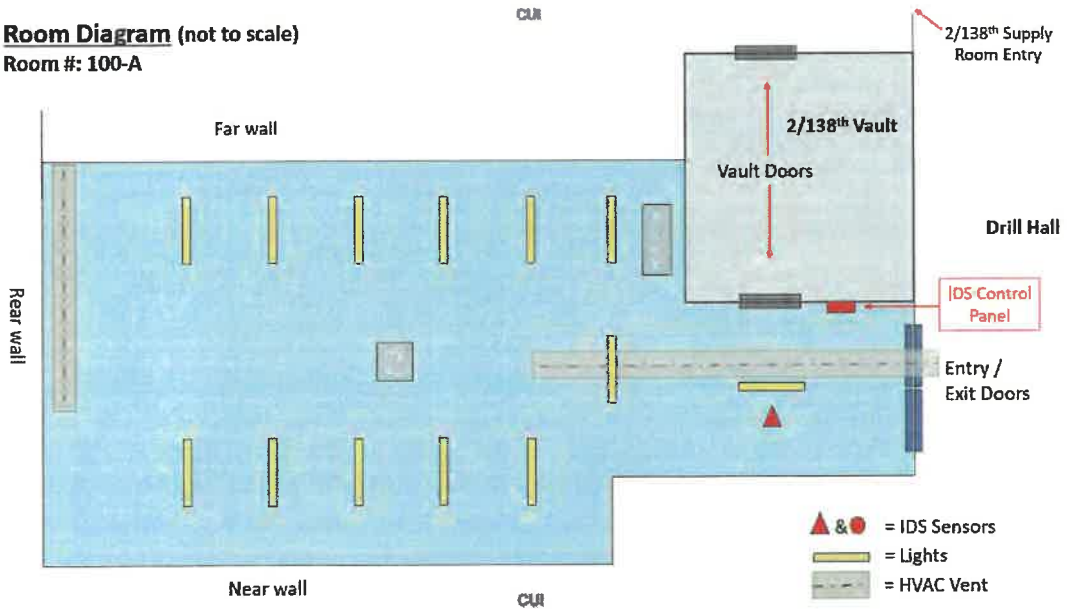
The Commonwealth of Kentucky has employed West Point Engineers to perform a full site investigation, design, and construction period services for the Kentucky National Guard – Design for Secure Room Lexington National Guard Armory, Lexington, Kentucky

West Point Engineers was tasked to perform the following:

Former Supply Room – Request is to use supply area as a new command systems and operations area Open Storage.

- Conducted initial PHYSEC inspection with G2, G6, CFMO, and 138th representatives
- Requirements for Secure Rooms must meet the minimum standards set IAW AR 380-5, para 6-13, b. (1)-(5).

Our mission is to do a full civil, structural, mechanical and electrical upgrade to bring the Former Supply Room to a new Secure Room



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	West Point Engineers	Louisville, KY	Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 12

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Joint Force Headquarters (Boone National Guard Center, Frankfort Kentucky) Emergency Operation Center Generator Replacement	2025	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Commonwealth of Kentucky Department of Military Affairs	Jacob Huber	502-382-7352

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Master Agreement # DO-2500029297; *Delivery Order:* 000001 *AE Fee:* $150,000; *Construction Size* $1 million

The Department of Military Affairs has hired West Point Engineers to performing the following tasks at the **Joint Force Headquarters (Boone National Guard Center, Frankfort Kentucky)**

1. Demolish and remove the existing automatic switchgear and 3 existing 200 KW Backup KW backup Generators
2. Remove the existing underground diesel storage tanks in the parking lot.
3. Design a new concrete pad and new 400KW generator with fuel tank and put outside the building
4. Design a new Automatic Transfer Switch for the new 400KW backup generator
5. Remove underground fresh water storage tanks from the Emergency Operation Center



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
	West Point Engineers	Louisville, KY	Engineering Services

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT	20. EXAMPLE PROJECT KEY NUMBER 13

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
University Of Kentucky Per Diem Professional Consulting Services-Chandler Nitrogen Generator HA699, Lexington KY	2024-2025	

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	c. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Capital Project Management Division	Laura Sidwell	859-257-5914 laura.sidwell@uky.edu

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Construction Size: $6,840.00; *Project #*: FPM 2840.0

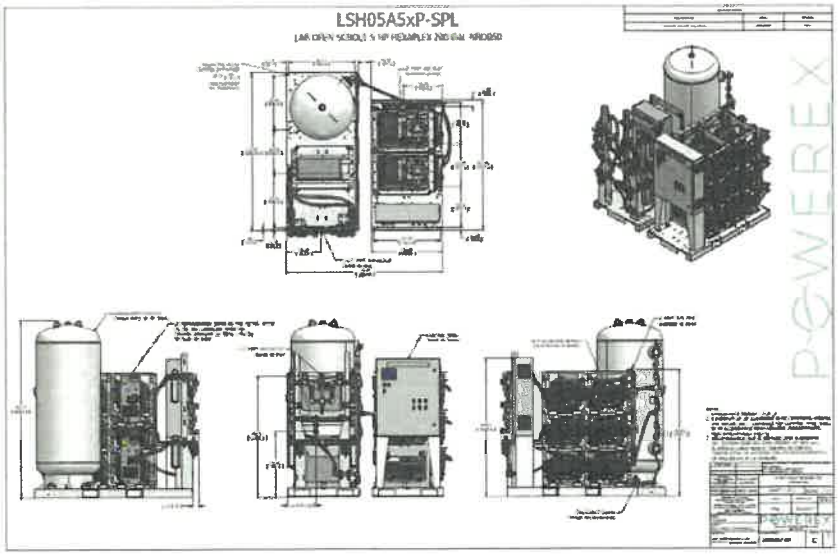
Provide services to design the replacement of both existing nitrogen generator compressor stations with new single multi-compressor unit that is located on the 6th floor of the UK Chandler Hospital near the central lab. Existing nitrogen generator to be reused with new compressor station. The project shall be phased in to minimize equipment requiring nitrogen downtime. Equipment was selected by the University of Kentucky staff to be Powerex LSH05A4 compressor station and Nano NXC 0046 cycling refrigerated air dryer.

Work to include, but is not limited to:

- Demo of existing compressed air and nitrogen piping.
- Remove existing equipment in phases to minimize nitrogen outage.
- Disconnect and relocate electrical connections and instrumentation.
- Facilitate installation of new nitrogen generator compressor station.
- Concrete floor and epoxy coating repairs.

Design should be implemented using high quality and high efficiency components to ensure equipment and system reliability and longevity. This design is required to meet the University of Kentucky requirements and specifications. Work will include but not limited to mechanical, electrical and other specialty consultants required pertinent to the project requirements within the constraints of the construction budget. The design will include a phasing plan to reduce the impact of the Chandler Hospital patients and staff.





25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	West Point Engineers	Louisville, KY	Architecture and Engineering Services

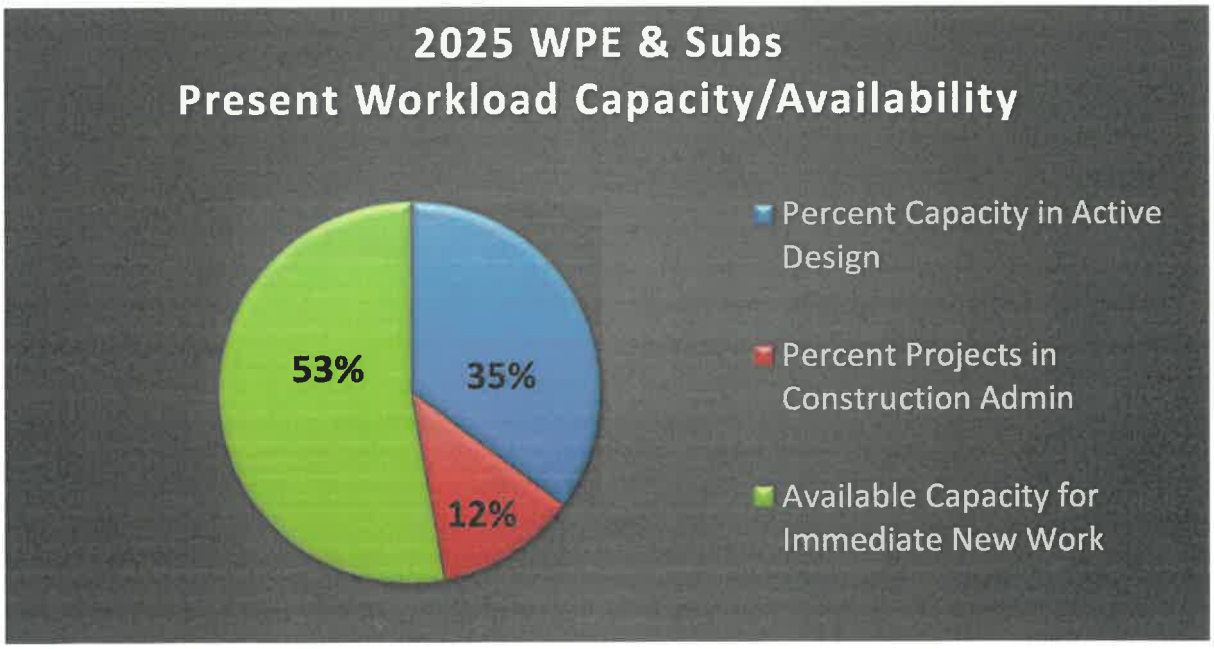
3. Capacity

West Point Engineers has more than enough capacity to accomplish this project! Here are some federal projects we are currently working on nationwide.

Asheville NC	Expand LRS Patient Education System	65%
Asheville NC	Exterior Abatement of Buildings 14,15	65%
Bedford, MA	Bedford, MA - Building Envelope Building 2	65%
Birmingham, AL	BioMed Correct Air Deficiencies and Renovate BioMed Space	65%
Columbus, OH	Parking Garage Post Tendon Beam Repair	65%
Dublin, GA	Renovate Urgent Care	95%
Fayetteville, NC	Refurbish D-Wing Elevators	65%
Indianapolis, IN	Renovate Space to Meet Hazardous Storage Room Requirements	95%
Lexington, KY	UK - Nitrogen Tank Install	65%
New York, NY	Manhattan VAMC Modernize Elevators	65%
Perry Point, MD	PPVAMC Building 9 Demo	95%
Portland. OR and Vancuever, WA	Update Security Cameras	65%
Roseburg, OR	Correct APU Ligature Risks	75%
Roseburg, OR	Renovate BLDG 71 (Kitchen)	65%
Spokane, WA	Repair Sanitary Waste Piping	65%
Pineville, LA	Replace Roof on Emergency Generator Building	10%
San Juan, PR	Upgrade Building Automation System	0%
Altoona, PA	Replace Patient Lifts	0%
Lexington, KY	UK-OR Light	0%
Lexington, KY	UK-Air Compressor	0%
Salisbury, NC	Extend Chillder Water	10%
Ann Arbor, MI	Upgrade Elevators	25%
Birmingham, AL	Replace/Upgrade Medical Gas System	Awaiting Construction
Birmingham, AL	Birmingham Windows	Awaiting Construction
Chilocothe, OH	AE B26 Chiller Replacement	Awaiting Construction
Cincinatti, OH	Fire Sprinklers	Awaiting Construction
Columbia, MO	Tuckpoint and Seal Ambulatory Care Addition of Building 1	Awaiting Construction
Dublin, GA	Correct Critical Roof and Exterior Wall Deficiencies	Awaiting Construction
Fayetteville, AR	Replace Cladding Sterilizing Building	Awaiting Construction
Indianapolis, IN	Sanitary Pipe in Interstitial Space in Indianapolis, IN	Awaiting Construction
Montgomery, AL	Site Modification for Omnia Max for OR	Awaiting Construction
Tuscaloosa,AL	Tuscaloosa CLC HVAC	Awaiting Construction
Bedford, MA	Building 78 Roof Replacement - A/E	In Construction Period Services
Boston, MA	Boston (Jamaica Plain VAMC) OR Floors	In Construction Period Services
Fayetteville, NC	Replace Fire Alarm System	In Construction Period Services
Montgomery, AL	Montgomery Reroof	In Construction Period Services
Pineville, LA	Replace Roof for Building 7	In Construction Period Services
Togus, ME	A/E Replace Elevators Building 200 & 200E	In Construction Period Services
Tuscaloosa,AL	Tuscaloosa Controls	In Construction Period Services
Augusta, GA	Improve Campus Landscaping	In Construction Period Services
Bronx, NY	JJPVMC Bronx Modify SCI for Negative Air Pressure a	In Construction Period Services
Montgomery, AL	Site Modification Symbia EVO	In Construction Period Services

Provide the available capacity of key disciplines by clearly presenting workload percentages for each key discipline and/or key team member

	Current Percentage Used	Current Percentage Available
Architect- Steve Dickerson, Valerie Wright, Richard Tracey, Lisa Galdis, Bill Watson	47%	53%
Physical Security Specialists- B. Van Gansbeke PE, Bitner, Myszka, Grady, Shoff, Miller	47%	53%
Structural Engineer- L. Van Gansbeke, B. Van Gansbeke, Norman Grady	26%	74%
Quality Assurance- L. Van Gansbeke	47%	53%
Project Manager -B. Van Gansbeke	47%	53%
Plumbing -Matthew Tibbs, Stairs,, Doan, Lombardi,	22%	78%
Mechanical Engineer- Matthew Tibbs, House, Stairs, Doan, Lombardi	22%	78%
Industrial Hygienist- Douglas W. Peters, CIH	47%	53%
Fire Protection Engineer Matthew Tibbs	47%	53%
Electrical Engineer- Keith Pharis, D. Sherman, Shoff, Watkins	28%	72%
Civil Engineer- L. Van Gansbeke, B. Van Gansbeke, Grady, Miller	40%	60%
Estimator -Burt Jenkins, James Greiner	47%	53%
Registered Communications Distribution Designer (RCDD) Ray Watkins, RCDD	47%	53%



4.Past Performance: CPARS provided by Veterans Affairs

INCOMPLETE-RATED **Architect-Engineer**

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1941 BISHOP LN STE 400

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA

CAGE Code:

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DZ Principal NAICS Code: 541330

Evaluation Type: Interim

Contract Percent Complete: 75

Period of Performance Being Assessed: 06/22/2022 - 06/21/2023

Contract Number: 36C24722C0125 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: 247-NETWORK CONTRACT OFFICE 7 (36C247) **Contracting Officer:** JOYCE POWERS **Phone Number:** 404-321-6111

Location of Work:

Tuscaloosa VAMC, AL

Date Signed: 06/15/2022 **Period of Performance Start Date:** 06/22/2022

Est. Ultimate Completion Date/Last Date to Order: 06/14/2027 **Estimated/Actual Completion Date:**

Funding Office ID: 36C679

Base and All Options Value : $107,823 **Action Obligation:** $107,823

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: 679-22-105

Project Title:

679-22-105 Replace HVAC B61 CLC

Contract Effort Description:

The A/E team, including architects, engineers, surveyors, and professional consultants shall provide design services for the development of specifications and drawings to repair or replace parts of the Chilled Water System of Building 61. Work shall include but is not limited to the replacement of the failing chillers, pumps, associated piping/controls, and equipment serving the building.

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https://cpars.cpars.gov/cpars/app/appviewevaluation_input.action?id=3231678&requestType=P 1/3

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If the budget allows replacing the 4 five ton air handlers units (AHU) in the attic. If there is budget remaining after the 4 AHU, replace the main duct trunks. This Project does not include plumbing and/or hydronic piping, other than that required to interface to chiller and air handlers. This Project does not include replacement of VAV's or their associated controls. This Project does not include upgrade of air flows to meet ASHRAE 62.1 - 2016 (or later) Indoor Air Quality; the one the building was designed to it the one that will be used. The FCA deficiencies to be corrected within this project include FCAs: 339382. All work to conform to the International Mechanical Code and VHA HVAC Design Guidelines.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Very Good
Cost Control:	N/A	Very Good
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	Very Good
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The firm's performance met contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

SCHEDULE: The firm's performance met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The firm kept their word throughout the design process with minor delay.

COST CONTROL: The firm performance met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective. The firm kept the cost under control with additional efforts that benefit us.

MANAGEMENT: the firm met contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED **Architect-Engineer**

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1541 BISHOP LN STE 400

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA

CAGE Code:

Unique Entity ID: DEJEN69ZLAX5

Product/Service Code: C1DA **Principal NAICS Code:** 541330

Evaluation Type: Interim

Contract Percent Complete: 30

Period of Performance Being Assessed: 09/22/2022 - 12/13/2023

Contract Number: 36C24122C0091 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: 241-NETWORK CONTRACT OFFICE 01 (36C241) **Contracting Officer:** CASEY PRIDHAM **Phone Number:** (781) 687-3743

Location of Work:

200 Springs Road, Bedford, MA 01730-1114

Date Signed: 09/20/2022 **Period of Performance Start Date:** 09/20/2022

Est. Ultimate Completion Date/Last Date to Order: 09/30/2023 **Estimated/Actual Completion Date:** 12/31/2024

Funding Office ID: 36C518

Base and All Options Value: $1,617,150 **Action Obligation:** $1,617,150

Complexity: Low **Termination Type:** None

Extent Competed: Competed under SAP **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number: 518-22-109

Project Title:

A/E Renovate Kitchens Building 3

Contract Effort Description:

A/E Renovate Kitchens Building 3

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of Last Individual Subcontracting Report (ISR)/ Summary Subcontracting Report (SSR): N/A

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Evaluation Areas:	Past Rating:	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	N/A
Cost Control:	N/A	N/A
Management:	N/A	Very Good
Small Business Subcontracting:	N/A	Very Good
Regulatory Compliance:	N/A	Very Good
Other Areas:		
(1) BUSINESS RELATIONS:		Very Good
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Contractor provided deliverables at the contractually required times. Deliverables met all requirements with no signification weaknesses identified.

MANAGEMENT: Contractor ensured all requirements we met by deadline dates by keeping and sharing an updated project schedule. Contractor was proactive on potential risk issues by researching solutions and presenting them before they impacted the project.

SMALL BUSINESS SUBCONTRACTING: Met all of the negotiated subcontracting goals and met at least one of the other socio-economic goals.

REGULATORY COMPLIANCE: The contractor ensured that all applicable codes and requirements were met. Communicated the minimum requirements and provided recommendations for increases that would meet new and upcoming codes.

OTHER AREAS: Contractor provided constant email and phone contact to update project status and address any questions. Was able to minimize impact on project due to constant communication.

ADDITIONAL/OTHER: The contractor ensured that we were satisfied with the work they were producing.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: CASEY PRIDHAM

Title: Contracting Officer

Organization: VHA

Phone Number: 603-666-4213 Email Address: casey.pridham@va.gov

Date: 12/21/2023

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED Architect-Engineer

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 2509 HAWTHORNE AVE

City: LOUISVILLE

State: KY Zip: 402052624

Country: USA

CAGE Code:

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DZ Principal NAICS Code: 541330

Evaluation Type: Interim

Contract Percent Complete: 90

Period of Performance Being Assessed: 04/05/2022 - 11/03/2022

Contract Number: 36C25622C0009 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: 256-NETWORK CONTRACT OFFICE 16 (36C256) **Contracting Officer:** BETH COOK **Phone Number:** 2283547576

Location of Work:

Date Signed: 11/15/2021 **Period of Performance Start Date:** 11/15/2021

Est. Ultimate Completion Date/Last Date to Order: 12/30/2023 **Estimated/Actual Completion Date:** 12/30/2023

Funding Office ID: 36C502

Base and All Options Value : $524,736 **Action Obligation:** $524,736

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: 502-21-104

Project Title:

Replace Building 7 Roof

Contract Effort Description:

Provide Architect/Engineer professional services to include site investigation, cost estimates, construction period services, and construction site visits.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

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Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Very Good
Schedule:	Satisfactory	Very Good
Cost Control:	Satisfactory	Very Good
Management:	Satisfactory	Very Good
Small Business Subcontracting:	N/A	Very Good
Regulatory Compliance:	N/A	Very Good
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): 16 Variance at Completion (%):

Current Schedule Variance (%): 0

Assessing Official Comments:

QUALITY: Only very minor errors with design documents that were very quickly corrected by the AE. After submitting the 65% design, the Project Manager called me to point out a couple of errors on the design drawings. The revised corrected documents were submitted within the same day as the scheduled design submission date. AE has been very transparent about any possible issues with work quality and has always provided a quick turnaround on resolving concerns from the VA.

SCHEDULE: Met all scheduled dates for design submissions. West Point also provided a quick turnaround on a request from the VA to submit final bid documents instead of proceeding to submit a 100% design after the 95% design submission.

COST CONTROL: Came in 16% under budget for the total construction cost even with the rising cost for skilled labor and materials.

MANAGEMENT: No issues with West Point's management. Project Manager was very communicative and helpful during the design process. PM has been incredibly responsive to any questions or concerns from the VA.

SMALL BUSINESS SUBCONTRACTING: Employed subcontractors from a Minority Owned Business and a Woman Owned Small Business for Architectural Engineering services and Cost Estimating, respectively.

REGULATORY COMPLIANCE: Addressed all concerns about the applicable versions of codes and standards being referenced in the design documents for an existing structure (main hospital).

ADDITIONAL/OTHER: No additional comments.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED **Architect-Engineer**

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS LLC

Division Name:

Street: 1941 BISHOP LN

City: LOUISVILLE

State: KY Zip: 402181922

Country: USA

CAGE Code: 742E0

Unique Entity ID: DEJEN69ZLAX5

Product/Service Code: C1JZ Principal NAICS Code: 541330

Evaluation Type: Final

Contract Percent Complete: 100

Period of Performance Being Assessed: 10/04/2024 - 03/26/2025

Contract Number: FA465924C0011 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: FA4659 319 CONS PK **Contracting Officer:** COLE KIRBY **Phone Number:** 701-747-6232

Location of Work:

Cavalier Space Force Station, North Dakota, USA

Date Signed: 09/27/2024 **Period of Performance Start Date:** 10/04/2024

Est. Ultimate Completion Date/Last Date to Order: 03/26/2025 **Estimated/Actual Completion Date:** 03/26/2025

Funding Office ID: F2AG10

Base and All Options Value : $53,073 **Action Obligation:** $53,073

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number: EGYN221009

Project Title:

Access Control Anti-Terrorism Anti-Force Options Study

Contract Effort Description:

Principal Features: Planning Charrette Report I (PCR I): The PCR I shall include a complete assessment of the current Anti-Terrorism and Anti-Force (AT/AF) conditions of the Access Control Point (ACP) at Building 711 (B711) on Cavalier

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Space Force Station (SFS), in order to provide a basis for feasible options that will enable the ACP to meet current DoD AT/AF requirements. Additionally, a Traffic Study is required for submittal of the AF Form DD1319 to AFCEC for consideration as a feasible design project. Performance period for this project is 180 days.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	N/A	N/A
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	N/A
Other Areas:		
(1) SITE INVESTIGATIONS:		Satisfactory
(2) MEETING COORDINATION:		Satisfactory
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%): 0

Assessing Official Comments:

QUALITY: Performance meets contractual requirements. The report was provided and needed some revisions which were provided.

SCHEDULE: Performance meets contractual requirements. The schedule was extended so they could provide some additional revisions.

COST CONTROL: N/A as this is a firm-fixed price contract.

MANAGEMENT: Performance meets contractual requirements. They didn't realize that they needed to engage with their electrical sub to provide more information, but they did meet
that part of the requirement as well as the others.

SMALL BUSINESS SUBCONTRACTING: N/A as the contractor is a small busieness concern.

REGULATORY COMPLIANCE: There were no regulatory requirements for this task.

OTHER AREAS: West Point Engineers were able to get good information from their site visits and traffic study to support the documentation of the options available to the Government for the installation entry control facility. Meetings were on time and notes were distributed before end-of-day.

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED Architect-Engineer

Name/Address of Contractor:

Company Name: PARADIGM ENGINEERS AND CONSTRUCTORS, PLLC

Division Name:

Street Address: 200 ENVOY CIR # 201

City: LOUISVILLE

State/Province: KY **Zip Code:** 402991808

Country: USA

CAGE Code:

DUNS Number: 829666297

PSC: C1AZ **NAICS Code:** 541330

Evaluation Type: Final

Contract Percent Complete:

Period of Performance Being Assessed: 07/01/2015 - 06/17/2016

Contract Number: FA810114D0003 0001 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: FA8101 AFSC PZIO **Contracting Officer:** DUTIN LASHLEY **Phone Number:** 405-739-3251

Location of Work:

BLDG 9001 - CHEMICAL STORAGE AREA

Award Date: 07/01/2014 **Effective Date:** 07/01/2014

Completion Date: 06/17/2016 **Estimated/Actual Completion Date:** 06/17/2016

Total Dollar Value: $177,028 **Current Contract Dollar Value:** $177,028

Complexity: Medium **Termination Type:** Convenience

Competition Type: Full and Open Competition after Exclusion of Sources **Contract Type:** Firm Fixed Price

Key Subcontractors and Effort Performed:

DUNS:

Effort:

DUNS:

Effort:

DUNS:

Effort:

Project Number: WWYK110160

Project Title:

REPAIR/RENOVATE CHEMICAL STORAGE AREA, B9001

Contract Effort Description:

Design to construct chemical storage area to include separate areas for corrosive/caustic materials, flammable/combustible materials, delivery area, and office area. Utilities to include necessary heating and cooling needs and fire suppression systems.

Small Business Utilization:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	Satisfactory	Very Good
Schedule:	Very Good	Very Good

Cost Control:	Very Good	Very Good
Management:	Satisfactory	Very Good
Utilization of Small Business:	N/A	Very Good
Regulatory Compliance:	Very Good	Very Good
Other Areas:		
(1):		N/A
(2):		N/A
(3):		N/A

Variance (Contract to Date):
Current Cost Variance (%): Variance at Completion (%):
Current Schedule Variance (%):

Assessing Official Comments:
ADDITIONAL/OTHER: .....

RECOMMENDATION:
Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:
Name: SHARLA FLOWERS-BRANDON
Title: Contracting Officer
Organization: OC-ALC/PKOAB
Phone Number: 405-739-3515 Email Address: sharla.flowers-brandon@tinker.af.mil
Date: 07/11/2016

Contractor Comments:

Name and Title of Contractor Representative:
Name:
Title:
Phone Number: Email Address:
Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:
Name:
Title:
Organization:
Phone Number: Email Address:
Date:

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CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED Architect-Engineer

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 2509 HAWTHORNE AVE

City: LOUISVILLE

State: KY Zip: 402052624

Country: USA

CAGE Code:

Unique Entity ID (SAM): DEJEN69ZLAX5

Product/Service Code: C1DA Principal NAICS Code: 541310

Evaluation Type: Interim

Contract Percent Complete:

Period of Performance Being Assessed: 04/30/2021 - 04/29/2022

Contract Number: 36C24821C0045 Business Sector & Sub-Sector: Architect-Engineer

Contracting Office: 246-NETWORK CONTRACTING OFFICE 6 (36C246) Contracting Officer: WAYNE GOODMOND Phone Number: 910.824.9189

Location of Work:

Date Signed: 03/31/2021 Period of Performance Start Date: 04/30/2021

Est. Ultimate Completion Date/Last Date to Order: 03/31/2026 Estimated/Actual Completion Date: 11/30/2022

Funding Office ID: 36C565

Base and All Options Value : $360,623 Action Obligation: $360,623

Complexity: Medium Termination Type: None

Extent Competed: Full and Open Competition after Exclusion of Sources Type of Contract: Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number:

Project Title:

AE Design Replace Fire Alarm Sysw

Contract Effort Description:

Provide professional engineering services to include conceptual drawings, investigative surveys and reports, planning, consultation and visits, design work, preparation of contract drawings and specifications, preparation of cost estimates and provision of construction period services as necessary for all demolition, modification, construction, inspection, testing and certification for all construction components for project 565-201, Replace Fire Alarm System. The new Fire Alarm System will replace the existing system throughout all buildings located at the Fayetteville VAMC located at 2300 Ramsey St, Fayetteville, NC.

Small Business Subcontracting:

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Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	N/A	Satisfactory
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: The quality of the contractors work on project has been deemed to be satisfactory

SCHEDULE: The contractor maintained their contract schedule in a hospital environment with many challenges.

COST CONTROL: The contractor has cost control measures that meet the contract requirements.

MANAGEMENT: The management team put in place to meet contract requirements have proved to be knowledgeable of the project and hospital needs. Their work has been deemed to be satisfactory.

REGULATORY COMPLIANCE: The contractor has met all regulatory requirements of the contract and thus deemed to be satisfactory.

ADDITIONAL/OTHER: I would recommend the contractor for a like scope of work in the future.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Wayne Goodmond

Title: Contract Specialist

Organization: RPO East - NCO 6

Phone Number: 910.824.9189 Email Address: wayne.goodmond@va.gov

Date: 10/26/2022

Contractor Comments:

FOR OFFICIAL USE ONLY / SOURCE SELECTION INFORMATION - SEE FAR 2.101, 3.104, AND 42.1503

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

INCOMPLETE-RATED **Architect-Engineer**

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1941 BISHOP LN STE 400

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA

CAGE Code: 742E0

Unique Entity ID: DEJEN69ZLAX5

Product/Service Code: C1DA Principal NAICS Code: 541330

Evaluation Type: Interim

Contract Percent Complete: 65

Period of Performance Being Assessed: 07/10/2023 - 03/01/2024

Contract Number: 36C24723C0095 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: 247-NETWORK CONTRACT OFFICE 7 (36C247) **Contracting Officer:** CHRISTOPHER NASH JENKINS **Phone Number:** 478-595-2784

Location of Work:

Date Signed: 07/28/2023 **Period of Performance Start Date:** 07/10/2023

Est. Ultimate Completion Date/Last Date to Order: 03/01/2024 **Estimated/Actual Completion Date:** 05/03/2024

Funding Office ID: 36C557

Base and All Options Value: $306,062 **Action Obligation:** $217,516

Complexity: Low **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Unique Entity ID:

Effort:

Project Number: 557-20-103

Project Title:

Renovate Urgent Care

Contract Effort Description:

This project will engage an Architectural/Engineering firm to provide Schematic Design, Design Development, Contract Drawings, Specifications, Construction Cost Estimates, and Construction Period Services. Services will provide for the renovation and modernization of the existing 5,384 sq.ft. of Urgent Care space in building 5A.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating

FOR OFFICIAL USE ONLY

Quality:	N/A	Satisfactory
Schedule:	N/A	Satisfactory
Cost Control:	N/A	N/A
Management:	N/A	Satisfactory
Small Business Subcontracting:	N/A	N/A
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) :		N/A
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Satisfactory

SCHEDULE: Satisfactory

MANAGEMENT: Satisfactory

REGULATORY COMPLIANCE: Satisfactory

ADDITIONAL/OTHER: Satisfactory

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: Christopher Nash Jenkins

Title: Contracting Officer

Organization: Department of Veteran Affairs

Phone Number: Email Address: christopher.jenkins@va.gov

Date: 03/04/2024

Contractor Comments:

Name and Title of Contractor Representative:

Name:

Title:

Phone Number: Email Address:

Date:

Review by Reviewing Official:

Name and Title of Reviewing Official:

Name:

CONTRACTOR PERFORMANCE ASSESSMENT REPORT (CPAR)

Architect-Engineer

Name/Address of Contractor:

Vendor Name: WEST POINT ENGINEERS, LLC

Division Name:

Street: 1941 BISHOP LN STE 408

City: LOUISVILLE

State: KY Zip: 402181969

Country: USA

CAGE Code:

Unique Entity ID (SAM): QEJEN69ZLAX5

Product/Service Code: C221 Principal NAICS Code: 541310

Evaluation Type: Interim

Contract Percent Complete: 2

Period of Performance Being Assessed: 09/28/2022 - 10/25/2022

Contract Number: 36C25022C0265 **Business Sector & Sub-Sector:** Architect-Engineer

Contracting Office: 250-NETWORK CONTRACT OFFICE 10 (36C250) **Contracting Officer:** TURNER, LUKE **Phone Number:** 513-559-3712

Location of Work:

Bldg 1, WTS on the campus of the Richard L. Roudebush VAMC.

Date Signed: 09/28/2022 **Period of Performance Start Date:** 09/28/2022

Est. Ultimate Completion Date/Last Date to Order: 02/05/2023 **Estimated/Actual Completion Date:** 04/02/2023

Funding Office ID: 36C583

Base and All Options Value : $364,794 **Action Obligation:** $364,794

Complexity: Medium **Termination Type:** None

Extent Competed: Full and Open Competition after Exclusion of Sources **Type of Contract:** Firm Fixed Price

Key Subcontractors and Effort Performed:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Unique Entity ID (SAM):

Effort:

Project Number: 583-23-102

Project Title:

Replace Sanitary Lines Project

Contract Effort Description:

Replace the existing sanitary piping within the 3rd and 5th floor A-wing interstitial spaces of Bldg 1, WTS.

Small Business Subcontracting:

Does this contract include a subcontracting plan? No

Date of last Individual Subcontracting Report (ISR) / Summary Subcontracting Report (SSR): N/A

Evaluation Areas	Past Rating	Rating
Quality:	N/A	Very Good
Schedule:	N/A	Very Good
Cost Control:	N/A	Satisfactory
Management:	N/A	Exceptional
Small Business Subcontracting:	N/A	Satisfactory
Regulatory Compliance:	N/A	Satisfactory
Other Areas:		
(1) NONE:		Satisfactory
(2) :		N/A
(3) :		N/A

Variance (Contract to Date):

Current Cost Variance (%): Variance at Completion (%):

Current Schedule Variance (%):

Assessing Official Comments:

QUALITY: Thus far WPE, Inc. has shown the ability to provide high quality work.

SCHEDULE: Thus far WPE, Inc. have shown the ability to provide a detailed, accurate schedule that is workable and realistic.

COST CONTROL: No issues thus far with cost control.

MANAGEMENT: Thus far the project has been exceptionally well managed. WPE, Inc. have shown that they have a very good plan with regard to the new design.

SMALL BUSINESS SUBCONTRACTING: No issues.

REGULATORY COMPLIANCE: No issues.

OTHER AREAS: No issues.

ADDITIONAL/OTHER: Thus far WPE, Inc. has been great to work with and seem to have a very good plan for the new design. The design work is expected to begin very soon.

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I would recommend them for similar requirements in the future.

Name and Title of Assessing Official:

Name: LUKE TURNER

Title: Contract Specialist

Organization: NCO 10

Phone Number: (513) 559-3712 Email Address: luke.turner@va.gov

Date: 11/02/2022

5. Local Employment

Address of the office(s) where the principal amount of Work of this Project will be performed.

West Point Engineers, PLLC	1941 Bishop Lane, Suite 400 Louisville, KY 40218	Full AE Services-**Kentucky Certified SDVOSB**
Studio A, LLC	2330 Frankfort Ave, Louisville, KY 40206	Architecture- **Minority Owned Business**
Certified Professional Estimators	Decatur, GA	Cost Estimating
Element Design	366 South Broadway Lexington, KY 40508	Landscape Architecture and Civil Engineering **Kentucky Certified WBE**

6. Fee

FORM OF PROPOSAL

Consultant Design Services for the Town Branch Wastewater Treatment Plant Exterior Window Replacement Project
Architectural Design Consultant:
Request for Proposal Form of Proposal

Consultant: West Point Engineers, PLLC

Address: 1941 Suite 400 Bishop Lane Louisville, Kentucky 40218

General:

a. The undersigned Consultant, having read and examined the complete Request for Proposal and associated documents, affirms agreement to complete all work in accordance with the contract documents.

2. **Submittal Requirements:**

a. Cover letter stating interest in the project by an officer of the company who has authority to commit their firm to the proposed project.

3. **Lump Sum Pricing:**

a. All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer'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, travel/mileage, printing cost, profit, and all other costs used on the job.)

b. Provide a firm Lump Sum Cost for providing the LFUCG with services as noted in the Request of Proposal.

Design Stage (Total Services Below)	$29,000
Schematic / Design Development Phase:	$10,000
(percentage of total lump sum)	34% %
Construction Documents Phase:	$9000
(percentage of total lump sum)	31% %
Bid Phase:	$5000
(percentage of total lump sum)	17% %
Construction Administration Stage (Total of Services Below)	$5000
Construction Administration Phase:	$5000
(percentage of total lump sum)	17 %
Total Consulting Services	$34,000

4. **Payment for Additional Services:** Additional Services shall be compensated at the unit rates listed below. The LFUCG reserves the right to increase or decrease frequencies of unit cost. If Additional Services are requested, the base contract may be increased or decreased on the basis of the unit rates. No price adjustments will be made unless mutually agreed to in advance through the Change Order process to the contract. All Unit Pricing Hourly Rates shall include all direct labor, any supervision required, 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, travel/mileage, printing cost, profit, and all other costs used on the job.

Design Team Billable Rates 2025:

	Year 1	Year 2	Year 3	Year 4	Year 5
Principal	$250	$255	$260	$265	$270
Project Manager	$200	$205	$210	$215	$220
Assistant Project Manager	$185	$190	$195	$200	$205
QA/QC	$185	$190	$195	$200	$205
Principal Architect	$225	$230	$235	$240	$245
Senior Architect	$195	$200	$205	$210	$215
Project Architect	$195	$200	$205	$210	$215
Architect Intern	$137	$142	$147	$152	$157
Senior Civil Engineer	$185	$190	$195	$200	$205
Civil Engineer	$185	$190	$195	$200	$205
Senior Mechanical Engineer	$225	$230	$235	$240	$245
Mechanical Engineer	$185	$190	$195	$200	$205
Mechanical Engineer Intern	$150	$155	$160	$165	$170
Senior Electrical Engineer	$225	$230	$235	$240	$245
Electrical Engineer	$195	$200	$205	$210	$215
Electrical Designer	$175	$180	$185	$190	$195
Senior Fire Protection Engineer	$265	$270	$275	$280	$285
Registered Fire Protection Engineer	$225	$230	$235	$240	$245
Certified Industrial Hygienist	$195	$200	$205	$210	$215
Senior Industrial Hygienist	$185	$190	$195	$200	$205
Industrial Hygienist	$185	$190	$195	$200	$205
Geotechnical Engineer	$185	$190	$195	$200	$205
Electrical Engineer Intern	$170	$175	$180	$185	$190
Specification Writer	$185	$190	$195	$200	$205
Certified Physical Security Specialist	$225	$230	$235	$240	$245
Physical SecurityTech/Site Surveyor	$225	$230	$235	$240	$245
CADD Designer	$145	$150	$155	$160	$165
Senior Field Engineer	$185	$190	$195	$200	$205
Field Engineer	$180	$185	$190	$195	$200
Accounting/Administrative	$85	$90	$95	$100	$105
Senior Cost Estimator/Scheduler	$185	$190	$195	$200	$205
Cost Estimator/Scheduler	$225	$230	$235	$240	$245
Historical Preservation	$185	$190	$195	$200	$205

a. Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The Consultant markup over the invoiced price shall be zero percent (0%).

	Blaine Van Gansbeke, PE
Signature	**Name**
Owner	**1 August 2025**
Title	**Date**

ATTACHMENT: B

CONSULTANT SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _West Point Engineers_____, 2025, between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (**OWNER**) and __Blaine Van Gansbeke, PE_____ (**CONSULTANT**). **OWNER** intends to proceed with architectural/engineering design services as described in the attached Request for Proposal document. The services are to include the preparation of Schematic Design Documents through Construction Documents, Bidding, and Construction Administration for the construction of the **Town Branch Wastewater Treatment Plant Window Replacement Project** as contemplated in the **OWNER**'s Request for Proposal No. 20-2025. The services are hereinafter referred to as the Project.

OWNER and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional architectural/engineering services by **CONSULTANT** and the payment for those services by **OWNER** as set forth below.

CONSULTANT was selected by **OWNER** based upon its response to the Request for Proposal No. 20-2025.

CONSULTANT shall provide professional consulting services for **OWNER** in all phases of the Project described herein, serve as **OWNER'S** professional architectural and engineering representative for the Project as set forth below and shall give professional consultation and advice to **OWNER** during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

CONSULTANT shall perform professional services as hereinafter stated, which include customary architectural and engineering incidental thereto.

The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 20-2025. (**Exhibit "A"**), and Consultant's Response dated **July 23, 2025** (**Exhibit "B"**). To the extent there is conflict among their provisions, the provisions of this Agreement shall take precedence, followed by the provisions of Request for Proposal No. 20-2025. (**Exhibit "A"**).

After written authorization to proceed with the Evaluation and Recommendation Phase, **CONSULTANT** shall:

1. Notify the **OWNER** in writing of its authorized representative who shall act as Project Manager and liaison representative between the **CONSULTANT** and the **OWNER**.
2. On the basis of the "Selection Criteria" in the "Request for Proposal", attached in **Exhibit "A"**, conduct field surveys and gather other necessary data or information, prepare an evaluation and recommendation document consisting of design options and cost estimates as well as all required deliverables listed in the Request for Proposal. See **Exhibit "A"** for complete listing of all deliverables.

This Agreement (consisting of pages 1 to __ inclusive), together with the Exhibits and schedules identified above, constitutes the entire Agreement between **OWNER** and **CONSULTANT** and supersedes all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The General Condition provisions of RFP No. 20-2025 are incorporated herein by reference as if fully stated.

SECTION 2 - ADDITIONAL SERVICES BY CONSULTANT

2.1. The **OWNER** may desire to have the **CONSULTANT** perform work or render services in connection with this Project other than as 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. Should the **OWNER** find it desirable to have previously satisfactorily completed and accepted plans or parts thereof revised, the **CONSULTANT** shall make such revisions as directed, in writing, by the **OWNER**. This work shall be considered as "Additional Services" and shall be paid as such.

2.2. All "Additional Services" are subject to prior written authorization of **OWNER** and necessary appropriations made by the Urban County Council.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide criteria and information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

3.2. Assist **CONSULTANT** by placing at its disposal available information pertinent to the Project.

3.3. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.

3.4. Designate in writing a person to act as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to materials, equipment, elements and systems pertinent to **CONSULTANT'S** services.

3.5. Give written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect in the work of Contractor(s).

3.6. Furnish or direct **CONSULTANT** to provide necessary Additional Services as stipulated in Section Two (2) of this Agreement or other services as required.

SECTION 4 - PERIOD OF SERVICES

4.1. See **Exhibit "A"** for the project timeline/schedule.

4.2. The provisions of this Section Four (4) and the various rates of compensation for **CONSULTANT'S** services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

If delays result by reason of acts of the **OWNER** or approving agencies or other causes, which are beyond the control of the **CONSULTANT**, an extension of time for such delay will be considered. If delays occur, the **CONSULTANT** shall within 14 days from the date of the delay apply in writing to the **OWNER** for an extension of time for such reasonable period as may be mutually agreed upon between the parties, and if approved, the Project schedule shall be revised to reflect the extension. Such extension of time to the completion date shall in no way be construed to operate as a waiver on the part of the **OWNER** of any of its rights in the Agreement. Section 6.5, under DISPUTES, of this Agreement, shall apply in the event the parties cannot mutually agree upon an extension of time.

In the event that the overall delay resulting from the above described causes is sufficient to prevent complete performance of the Agreement within two (2) months of the time specified therein, the Agreement fee or fees shall be subject to reconsideration and adjustment. Section 6.5 of this Agreement shall apply in the event the parties cannot mutually agree upon an adjustment of fee.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1 Methods of Payment for Services of CONSULTANT

5.1.1 For Basic Services.

Lump Sum Pricing

In consideration of the architectural and engineering services described in this Loan Agreement and its exhibits, **OWNER** shall pay **CONSULTANT** the sum below stated, which sum shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job. The negotiated cost of services is represented in the Form of Proposal, and is summarized as follows:

Design Stage (Total Services Below)	$ 29000
Schematic Design Phase:	$ 10000
(percentage of total services)	34 %
Design Development Phase:	$ 9000
(percentage of total services)	31 %
Construction Documents Phase:	$ 5000
(percentage of total services)	17 %
Bid Phase:	$ 5000
(percentage of total services)	17 %
Construction Administration Stage	$ 5000
(percentage of total services)	14.7 %

5.1.2. For Additional Services

"Additional Services" shall be paid for by the **OWNER** on the basis of the unit pricing below. In the event the **OWNER** and the **CONSULTANT** are unable to agree upon payment for "Additional Services", the amount of such payment shall be determined as set forth in Section 6.5, "DISPUTES" of this Agreement.

Unit Pricing

If Additional Services are requested, the base contract may be increased and/or decreased on the basis of these proposed unit rates. No price adjustments will be made, unless mutually agreed to in advance through the Change Order process to the contract, or as a result of temporary conditions (defined as 30 days or less from the date of the last invoice).

All Unit Pricing Hourly Rates shall include without limitation all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the customer's satisfaction, labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A., sick and vacation leave, etc.), disposal fees, tool allowances, equipment fees, materials, profits, and all other costs used on, for, or in association with the job.

Title/Skill Level Hourly Rate

	Year 1-2025	Year 2	Year 3	Year 4	Year 5
Principal	$250	$255	$260	$265	$270
Project Manager	$200	$205	$210	$215	$220
Assistant Project Manager	$185	$190	$195	$200	$205
QA/QC	$185	$190	$195	$200	$205
Principal Architect	$225	$230	$235	$240	$245
Senior Architect	$195	$200	$205	$210	$215
Project Architect	$195	$200	$205	$210	$215
Architect Intern	$137	$142	$147	$152	$157
Senior Civil Engineer	$185	$190	$195	$200	$205
Civil Engineer	$185	$190	$195	$200	$205
Senior Mechanical Engineer	$225	$230	$235	$240	$245
Mechanical Engineer	$185	$190	$195	$200	$205
Mechanical Engineer Intern	$150	$155	$160	$165	$170
Senior Electrical Engineer	$225	$230	$235	$240	$245
Electrical Engineer	$195	$200	$205	$210	$215
Electrical Designer	$175	$180	$185	$190	$195
Senior Fire Protection Engineer	$265	$270	$275	$280	$285
Registered Fire Protection Engineer	$225	$230	$235	$240	$245
Certified Industrial Hygienist	$195	$200	$205	$210	$215
Senior Industrial Hygienist	$185	$190	$195	$200	$205
Industrial Hygienist	$185	$190	$195	$200	$205
Geotechnical Engineer	$185	$190	$195	$200	$205
Electrical Engineer Intern	$170	$175	$180	$185	$190
Specification Writer	$185	$190	$195	$200	$205
Certified Physical Security Specialist	$225	$230	$235	$240	$245
Physical SecurityTech/Site Surveyor	$225	$230	$235	$240	$245
CADD Designer	$145	$150	$155	$160	$165
Senior Field Engineer	$185	$190	$195	$200	$205
Field Engineer	$180	$185	$190	$195	$200
Accounting/Administrative	$85	$90	$95	$100	$105
Senior Cost Estimator/Scheduler	$185	$190	$195	$200	$205
Cost Estimator/Scheduler	$225	$230	$235	$240	$245
Historical Preservation	$185	$190	$195	$200	$205

Additional Services may require procurement beyond the base contract. Procurement shall comply with the specifications set forth herein. The **CONSULTANT** markup over the invoiced price shall be 0 %

1.5. Times of Payment.

5.2.1. For any month in which the **CONSULTANT** provides services in connection with this Agreement, the **CONSULTANT** shall submit to the **OWNER** a written statement reasonably identifying the percentage of each task, listed in Section 5.1.1., above, as may be amended by the parties from time to time, that has been completed to date, the total amount to be billed for each task, the amount previously billed for each task, and the total amount due and owing for each task at the time the statement is issued. Within thirty (30) days of the **OWNER's** receipt of such statement, the **OWNER** shall pay to the **CONSULTANT** all amounts due and owing as indicated thereon, unless the **OWNER** has in good faith contested the same.

1.6. Other Provisions Concerning Payments.

5.3.1. In the event the Agreement is terminated by the **OWNER** without fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid for the work performed or services rendered an amount bearing the same ratio to the total Agreement fee as the amount of work completed or partially completed and delivered to the **OWNER** is to the total amount of work provided for herein, as determined by mutual agreement between the **OWNER** and the **CONSULTANT**.

5.3.2. In the event the services of the **CONSULTANT** are terminated by the **OWNER** for fault on the part of the **CONSULTANT**, the **CONSULTANT** shall be paid reasonable value of the work performed or services rendered and delivered, and the amount to be paid shall be determined by the **OWNER**.

5.3.3. In the event the **CONSULTANT** shall terminate the Agreement because of gross delays caused by the **OWNER**, the **CONSULTANT** shall be paid as set forth in Section 5.3.1. above.

SECTION 6 – ADDITIONAL GENERAL CONSIDERATIONS

1.6. Termination

6.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, provided the non-terminating party fails to cure such default within ten (10) days of receiving notice of such default.

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 **CONSULTANT**.

1.7. Ownership and Reuse of Documents.

All documents, including hardcopies and original digital format, including but not limited to Drawings and Specifications, prepared by the **CONSULTANT** pursuant to this Agreement shall be delivered to and become the property of the **OWNER**. The **OWNER** shall have the right to reuse same without restriction or limitation, but without liability or legal exposure to **CONSULTANT**.

1.8. Legal Responsibilities and Legal Relations.

6.3.1. The **CONSULTANT** shall familiarize himself with and shall at all times comply with all federal, state and local laws, ordinances, and regulations which in any manner affect the services of this Agreement.

6.3.2. In performing the services hereunder, the **CONSULTANT** and its **CONSULTANTS**, employees, agents and representatives shall not be deemed or construed to be employees of **OWNER** in any manner whatsoever. Except as otherwise provided in this Agreement, the **CONSULTANT** shall be acting as an independent contractor. The **CONSULTANT** shall not hold itself out as, nor claim to be, an officer or employee of **OWNER** by reason hereof and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of **OWNER**. The **CONSULTANT** shall be solely responsible for any claims for wages or compensation by **CONSULTANT'S** employees, agents and representatives, including **CONSULTANTS**, and shall save, defend, and hold **OWNER** harmless therefrom.

6.3.3. The parties hereto agree that causes of actions between the parties shall be governed by applicable provisions of the Kentucky Revised Statues. Any action arising from or in relation to this Agreement shall be brought in

Fayette County, Kentucky.

1.9. Successors and Assigns.

6.4.1. **CONSULTANT** 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. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement. **CONSULTANT** shall not assign any interest, obligation or benefit in this Agreement nor transfer any interest in the same, whether by assignment or novation, without prior written consent of **OWNER**.

6.4.2. The **CONSULTANT** shall not subcontract more than fifty percent (50%) of the work, based upon dollar value, to be provided under this Agreement. The **CONSULTANT** shall obtain written approval prior to subletting or assigning any services contained in this Agreement, and consent to sublet or assign any part of this Agreement shall not be construed to relieve the **CONSULTANT** of any responsibility for compliance with the provisions of this Agreement.

6.4.3. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **CONSULTANT**.

1.10. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning the amount of payment due the **CONSULTANT** or any dispute concerning any question of fact of any act to be performed under this Agreement, which is not disposed of by agreement between the Urban County Division of Central Purchasing and the **CONSULTANT**, shall be submitted to the Commissioner of the 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 **CONSULTANT** shall proceed diligently with the performance of the Agreement in accordance with the directions of the **OWNER**.

1.11. Accuracy of CONSULTANT'S Work.

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

The **CONSULTANT** shall be responsible for the accuracy of all work, even though Drawings and Specifications have been accepted by the **OWNER**, and shall make any necessary revisions or corrections resulting from errors and/or omissions on the part of the **CONSULTANT**, without additional compensation. By submission of reports, soils and subsurface information, quantities estimates, calculations and Drawings and Specifications to the **OWNER**, the **CONSULTANT** has made a statement that, to the best of its belief and knowledge, the information is accurate. Failure on the part of **CONSULTANT** to provide the expected level of accuracy may be grounds for the **OWNER** to disqualify **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

1.12. Security Clause.

The **CONSULTANT** 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**.

1.13. Access to Records.

The **CONSULTANT** and its sub-**CONSULTANTS** shall maintain all books, documents, papers, and

accounting records, and make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the **OWNER**, and copies thereof shall be furnished if requested. Failure to maintain such records for three (3) years after the date of final payment may be grounds for the **OWNER** to disqualify the **CONSULTANT** from consideration for future **CONSULTANT** service agreements.

1.14. Required Risk Management Provisions.

The Risk Management Provisions of RFP No. 16-2018 are incorporated herein by reference as if fully stated. 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 **CONSULTANT** agrees as follows:

7.1. The **CONSULTANT** will not discriminate against any employee or application for employment because of race, color, religion, national origin, sex, age or handicap. The **CONSULTANT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, sex, age or handicap. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The **CONSULTANT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

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

SECTION 8 - SPECIAL PROVISIONS

1.8. This Agreement is subject to the following provisions.

8.1.2. Pursuant to subparagraph 3.4 of this Agreement, **OWNER** has assigned the appropriate Lexington-Fayette Urban County Government employee (the "**OWNER'S** Agent"), as the authorized agent of **OWNER**, to monitor, direct and review the performance of work of the **CONSULTANT**. Documents, data, reports and all matters associated with carrying out this Agreement shall be addressed to the **OWNER'S** Agent or their designee. Questions by the **CONSULTANT** regarding interpretations of the terms, provisions and requirements under this Agreement shall be addressed to the **OWNER'S** Agent or their designee. The **CONSULTANT** shall look only to the **OWNER'S** Agent 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 **CONSULTANT** within thirty (30) days.

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

OWNER: **CONSULTANT:**

Blaine Van Gansbeke

7. Required Forms

AFFIDAVIT

Comes the Affiant, Maine Von Gausbeck, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Maine Von Gausbeck and he/she is the individual submitting the proposal or is the authorized representative of West Point Engineers, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF Kentucky

COUNTY OF Jefferson

The foregoing instrument was subscribed, sworn to and acknowledged before me by Blaine Van Genscheu on this the 8th day of August, 2025.

My Commission expires: 02/12/28

NOTARY PUBLIC, STATE AT LARGE

NOTARY ID # KYNP66408
DALTON CHRISTOPHER MCGOWREY
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
MY COMMISSION EXPIRES FEB. 12, 2028

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

  The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

  The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

****

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

Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

	West Point Engineers
Signature	*Name of Business*

WORKFORCE ANALYSIS FORM

Name of Organization: West Point Engineers

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino		Asian (Not Hispanic or Latino		American Indian or Alaskan Native (not Hispanic or Latino		Two or more races (Not Hispanic or Latino		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators			1														
Professionals		10				1	1			1							
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical			1														
Skilled Craft																	
Service/Maintenance																	
Total:		10	1			1	1			1							

Prepared by: Sarah Bittner, Director of Marketing **Date:** 8/1/25

(Name and Title)

Revised 2015-Dec-15

DIRECTOR, DIVISION OF PROCUREMENT
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov
859-258-3323

Firm Submitting Proposal: West Point Engineers

Complete Address: 1941 Bishop Lane suite 400 Louisville 40218
Street City Zip

Contact Name: Sarah Bittner Title: Director of Marketing

Telephone Number: 765-635-0266 Fax Number: _____

Email address: sarah.bittner@westpointengineers.com

LEXINGTON

MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program (MBEP) is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long- term economic viability of Lexington-Fayette Urban County Government.

To that end the urban county council adopted and implemented Resolution 272-2024 – a Certified Minority and Women Business Enterprise seventeen percent (17%) minimum goal including minimum subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals:

Certified Disadvantaged Business Enterprise (DBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as define by 49 CFR subpart 26.*

Certified Minority Business Enterprise (MBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. Black American, Asian American, Hispanic American, Native American)*

Certified Women Business Enterprise (WBE) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.*

Certified Veteran-Owned Small Business (VOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

Certified Service -Disabled Veteran Owned Small Business (SDVOSB) *– a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.*

The term "Certified" shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Procurement as having the appropriate credentials to make a determination as to the status of the business.
The following certifications are recognized and accepted by the MBEP:

Kentucky Transportation Cabinet (KYTC), Disadvantaged Business Enterprise (DBE)
Kentucky Minority and Women Business Enterprise (MWBE)
Women's Business Enterprise National Council (WBENC)
National Women Business Owners Corporation (NWBOC)
National Minority Supplier Development Council (NMSDC)
Tri-State Minority Supplier Development Council (TSMSDC)
U.S. Small Business Administration Veteran Small Business Certification (VetCert)
Kentucky Service- Disabled Veteran Owned Small Business (SDVOSB)

To comply with Resolution 272-2024, prime contractors, minority and women business enterprises, veteran owned small businesses, and service-disabled veteran owned small businesses must complete monthly contract compliance audits in the Diverse Business Management Compliance system, https://lexingtonky.diversitycompliance.com/

A list of organizations that certify and/or maintain lists of certified businesses (i.e. DBE, MBE, WBE, VOSB and/or SDVOSB) is available upon request by emailing, Sherita Miller, smiller@lexingtonky.gov.

LEXINGTON

LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # 20-2025

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to the Division of Procurement for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWBE Company, Name, Address, Phone, Email	DBE/MBE WBE/VOSB/SDVOSB	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. West Point Engineers	SDVOSB	Engineering		40%
2. Studio A	MBE	Architecture		15%
3. Element Design	WBE	Landscape Architecture		5%
4.				

The undersigned company representative submits the above list of MDWBE and veteran firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

West Point Engineers
Company

Company Representative

8/1/25
Date

Director of Marketing
Title

LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM
Bid/RFP/Quote Reference #____20-2025_____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to the Division of Procurement for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Note: Form required if a subcontractor is being substituted on a contract.**

SUBSTITUTED DBE/MBE/WBE/VOSB Company Name, Address, Phone, Email	DBE/MBE/WBE/VOSB/SDVOSB Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

West Point Engineers
Company

Company Representative

8/1/25 Director & Marketing

Date Title

LEXINGTON

DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS AND OUTREACH PLANS

As affirmed in Resolution Number 272-2024, the Urban County Council has adopted an annual aspirational goal of utilizing at least seventeen percent (17%) of public funds spend from certain discretionary agreements with certified Minority Business Enterprises (MBEs) and certified Woman Business Enterprises (WBEs); utilizing at least three percent (3%) of public funds from certain discretionary agreements with Certified Veteran-Owned Small Business and Certified Service-Disabled Veteran-Owned Small Businesses (VOSBs); and utilizing Disadvantaged Business Enterprises (DBEs) where applicable. Bidders should make every effort to achieve these goals.

Therefore, as an element of the responsiveness of the bid, all Bidders are required to submit documentation of their good faith and outreach efforts to ensure all businesses, including small and disadvantaged businesses such as minority-, woman-, and veteran-owned businesses, have an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement. Examples of good faith and outreach efforts that satisfy this requirement to encourage the participation of, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs include:

1. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women, and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to participate.

2. Attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year to meet new small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to partner with on LFUCG contracts and procurements.

3. Attended pre-bid/pre-proposal meetings that were scheduled by LFUCG to inform small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs of subcontracting opportunities.

4. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs.

5. Requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

6. Contacted organizations that work with small, DBE, MBE, WBE, and VOSB companies for assistance in finding certified DBEs, MBEs, WBEs, VOSB and/or SDVOSBs to work on this project. Those contacted and their responses must be a part of the bidder's outreach efforts documentation.

7. Sent written notices, by certified mail, email, or facsimile, to qualified, certified small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

8. Followed up initial solicitations by contacting small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs via tailored communications to determine their level of interest.

9. Provided the interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs with adequate and timely information about the plans, specifications, and requirements of the contract.

10. Selected portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs in order to increase the likelihood of subcontracting participation. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate small, DBE, MBE, WBE, VOSB and/or SDVOSB participation, even when the prime contractor may otherwise perform these work items with its own workforce.

11. Negotiated in good faith with interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection must be so noted in writing with a description as to why an agreement could not be reached.

12. Included documentation of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs that were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

    a. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a small business', DBE's MBE's, WBE's, VOSB's and/or SDVOSB's quote. Nothing in this provision shall be

construed to require the bidder to accept unreasonable quotes in order to satisfy the participation goals.

13. Made an effort to offer assistance to or refer interested small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal.

14. Made efforts to expand the search for small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

15. Other – any other evidence that the bidder submits that may demonstrate that the bidder has made reasonable efforts to include small, DBE, MBE, WBE, VOSB and/or SDVOSB participation.

Bidder must document, with specificity, each of the efforts it made to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs as subcontractors in the procurement, including the date on which each effort was made, the medium through which each effort was made, and the outcome of each effort.

Note: Failure to submit the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the Bid, regardless of the proposed level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation in the procurement. If the Good Faith and Outreach Effort documentation is not submitted with the bid response, the bid may be rejected.

OUTREACH EFFORTS EVALUATION

Outreach efforts demonstrated by the bidder or respondent will be evaluated on a pass/fail basis.

ATTACHMENT A – SMALL AND DISADVANTAGED, MINORITY-, WOMEN-, AND VETERAN-OWNED BUSINESS OUTREACH PLAN

Proposer Name:	West Bird Engineers	**Date:**	8/1/25
Project Name:	Window Replacement	**Project Number:**	20-2025
Contact Name:	Sarah Bitner	**Telephone:**	765-833-0216
Email:	sarahbitner@westbirdengineers.com		

The mission of the Minority Business Enterprise Program is to facilitate the full participation of disadvantaged businesses, minority-, women-, veteran-, and service-disabled veteran-owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long -term economic viability of Lexington-Fayette Urban County Government.

To that end, small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, must have an equal opportunity to be utilized in the performance of contracts with public funds spent from certain discretionary agreements. By submitting its offer, Bidder/Proposer certifies that it has taken, and if there are further opportunities will take, reasonable steps to ensure that small and disadvantaged businesses, including minority-, woman-, veteran-, and service-disabled veteran-owned businesses, are provided an equal opportunity to compete for and participate in the performance of any subcontracts resulting from this procurement.

The information submitted in response to this clause will not be considered in any scored evaluation. Failure to submit this form may cause the bid or proposal to be rejected.

Is the Bidder/ Proposer a certified firm? Yes ☑ No ☐

If yes, indicate all certification type(s):

DBE ☐ MBE ☐ WBE ☐ SBE ☐ VOSB/SDVOSB ☑

and supply a copy of the certificate and/or certification letter if not currently listed on the city's Minority Business Enterprise Program's (MBEP) certified list.

1. Include a list of firms that Bidder/ Proposer has had a contractual relationship with within the last two years that are minority-owned, woman-owned, veteran-owned or small businesses, regardless of their certification status.

Click or tap here to enter text.

2. Does Bidder/Proposer foresee any subcontracting opportunities for this procurement?

Yes ☑ No ☐

If no, please explain why in the field below. Do not complete the rest of this form and submit this first page with your bid and/or proposal. Click or tap here to enter text.

If yes, please complete the following pages and submit all pages with your bid and/or proposal.

Describe the steps Bidder/Proposer took to solicit small and disadvantaged businesses, including MBEs, WBEs, VOSBs, and SDVOSBs, for subcontracting opportunities for this procurement.

3. Check the good faith and outreach efforts the Bidder/Proposer used to encourage the participation of small and disadvantaged businesses including, MBEs, WBEs, VOSBs and SDVOSBs:

- ☐ Bidder placed advertisements in search of prospective small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs for the solicitation.
- ☐ Bidder attended LFUCG Procurement Economic Inclusion Outreach event(s) within the past year.
- ☐ Bidder attended pre-bid and/or pre-proposal meetings for this solicitation.
- ☐ Bidder sponsored an Economic Inclusion Outreach event.
- ☐ Bidder requested a list of certified small, DBE, MBE, WBE, VOSB and/or SDVOSB subcontractors or suppliers from LFUCG.
- ☐ Bidder contacted organizations that work with small, DBE, MBE, WBE, VOSB and/or SDVOSB companies.
- ☐ Bidder sent written notices to certified small, DBE, MBE, WBE, VOSB and SDVOSB businesses.
- ☐ Bidder followed up to initial solicitations with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB.
- ☑ Bidder provided small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses interested in performing the solicited work with prompt access to the plans, specifications, scope of work, and requirements of the solicitation.
- ☑ Bidder made efforts to segment portions of the work to be performed by small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, including dividing sub-bid/partnership opportunities into economically feasible units/parcels, to facilitate participation.

☐ Bidder negotiated in good faith with interested small, DBE, MBE, WBE, VOSB and/or SDVOSB businesses.

☐ Bidder provided adequate rationale for rejecting any small business', DBEs, MBEs, WBEs, VOSBs or SDVOSBs for lack of qualifications.

☐ Bidder offered assistance in obtaining bonding, insurance, financial, equipment, or other resources to small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs, in an effort to assist them in meeting project requirements.

☐ Bidder made efforts to expand the search for small businesses, DBEs MBEs, WBEs, VOSBs and/or SDVOSBs beyond the usual geographic boundaries.

☐ Bidder made other reasonable efforts to include small businesses, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation.

4. Bidder/Proposer must include documentation, including the date each effort was made, the medium through which each effort was made, and the outcome of each effort with this form, regardless of the level of small, DBE, MBE, WBE, VOSB and/or SDVOSB participation. Examples of required documentation include copies of email communications, copies of newspaper advertisements, or copies of quotations received from interested small businesses, DBEs, MBEs, WBEs, VOSBs or SDVOSBs.

Click or tap here to enter text.

For detailed information regarding outreach efforts that satisfy the MBE Program's requirements, please see "Documentation Required for Good Faith Efforts and Outreach Plans" page.

Note: The Bidder/Proposer must be willing to report the identity of each subcontractor and the value of each subcontract to MBEP if awarded a contract from this procurement.

Failure to submit the documentation requested may be cause for rejection of the bid. Bidders may include any other documentation deemed relevant to this requirement, which is subject to review by the MBE Liaison. Documentation of Good Faith and Outreach Efforts must be submitted with the bid, regardless of the proposed level of SBEs, DBEs, MBEs, WBEs, VOSBs and/or SDVOSBs participation in the procurement. If the Good Faith and Outreach Effort Form and associated documentation is not submitted with the bid response, the bid may be rejected.

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

West Point Engineers
Company

8/1/25
Date

Company Representative

Director of Marketing
Title

4870-1925-6809, v. 1

GENERAL PROVISIONS

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

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

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.

3. Addenda: All addenda and IonWave Q&A, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.

4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.

5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.

6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".

7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.

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

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.

11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.

12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

(1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties

(2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

(3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
   (a) Failure to perform the contract according to its terms, conditions and specifications;
   (b) Failure to make delivery within the time specified or according

to a delivery schedule fixed by the contract;

(c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

(d) Failure to diligently advance the work under a contract for construction services;

(e) The filing of a bankruptcy petition by or against the contractor; or

(f) Actions that endanger the health, safely or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All

proposals must be signed by a duly authorized officer, agent or employee of the Respondent.

16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.

19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.

Signature

8/1/25
Date

202-205-8800 | sba.gov
409 3rd St, SW, Washington DC 20416

Feb. 6, 2024

WEST POINT ENGINEERS LLC
SAM UEI: DEJEN69ZLAX5
1941 BISHOP LN
LOUISVILLE, KY 40218

Veteran: Blaine Van Ganshcke

Dear WEST POINT ENGINEERS LLC:

I am writing to inform you that WEST POINT ENGINEERS LLC has been recertified by the Veteran Small Business Certification (VetCert) Program at SBA. Your certification confirms your continued eligibility to compete for set-aside contracting opportunities, as well as other benefits, as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

What you need to know:

- WEST POINT ENGINEERS LLC is certified as a Service-Disabled Veteran-Owned Small Business (SDVOSB) and publicly listed at veterans.certify.sba.gov.
- Your recertification is valid for three (3) years from the date of your prior expiration.
- You may visit SBA's website to download SBA-approved digital icons that indicate your certification status.
- SBA may conduct a program examination at your office or work site during your certification period to verify the accuracy of your certification.
- You may apply for recertification 120 days prior to your expiration date by logging in to your Veteran Small Business Certification profile.

What to do if your business changes:

You must inform SBA of any changes to the business that could affect its eligibility for the program, such as:

- a closure
- a change to the firm's ownership, business structure, or control
- filing of a bankruptcy
- a change in a Veteran-owner's active duty status

You can inform SBA of changes through the VetCert website at veterans.certify.sba.gov. Failure to report eligibility changes within 30 days of the change could result in:

- Civil and criminal penalties
- A referral to the Debarment and Suspension Committee
- Decertification and removal from the Veteran Small Business Certification Program

Please keep a copy of this letter to confirm WEST POINT ENGINEERS LLC continued program eligibility. Thank you for your service to our country and for continuing to serve the United States through small business ownership.

Sincerely,

John B. Perkins
Director Veteran Small Business Certification Program

All SBA programs and services are extended to the public on a nondiscriminatory basis.

Andy Beshear
GOVERNOR

FINANCE AND ADMINISTRATION CABINET
OFFICE OF EEO & CONTRACT COMPLIANCE
200 Mero Street, 5th Floor
Frankfort, Kentucky 40622
Phone: (502) 564-2874
Fax: (502) 564-1055

Holly M. Johnson
SECRETARY

Singer Buchanan
EXECUTIVE DIRECTOR

May 29, 2024

Blaine Van Gansbeke
West Point Engineers, PLLC
1941 Bishop Lane Suite 400
Louisville, KY 40218

Subject: Service-Disabled Veteran-Owned Small Business Program

Dear Blaine Van Gansbeke:

This letter acknowledges that **West Point Engineers, PLLC**
has been certified as a Service-Disabled Veteran-Owned Small Business by the Commonwealth of Kentucky. The certification expires: May 30, 2027.

In order to legally conduct business in Kentucky most businesses are required to register with the Kentucky Secretary of State and the Department of Revenue. The Kentucky One Stop Business portal contains valuable information about business registration, licenses and permits, insurance requirements, etc. To access the portal, go to: https://onestop.ky.gov/Pages/default.aspx.

Sincerely,

Singer Buchanan

Singer Buchanan
Executive Director

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0829-25

File ID:	0829-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	08/27/2025
File Name:	Request Council authorization to execute an agreement between the Kentucky Transportation Cabinet and accept federal funds in the amount of $280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required.			**Final Action:**	

Title: Authorization to execute an agreement with the Kentucky Transportation Cabinet and accept federal funds in the amount of $280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required. Budget amendment in process. (L0829-25)(Duncan/Horn)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo - Winchester Rd Study, MOA_KYTC_LFUCG_Winchester Rd Study - Unsigned, BA 13885	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0829-25

Title

Authorization to execute an agreement with the Kentucky Transportation Cabinet and accept federal funds in the amount of $280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required. Budget amendment in process. (L0829-25) (Duncan/Horn)

Summary

Authorization to execute an agreement with the Kentucky Transportation Cabinet and accept federal funds in the amount of $280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required. Budget amendment in process. (L0829-25)

(Duncan/Horn)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by William Razor, 8/20/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process

Account Number: 3160-160705-0001-71299

This Fiscal Year Impact: $350,000

Annual Impact: $0

Project: WINCHESTER_2026

Activity: FED_GRANT

Budget Reference: 2026

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: **AUGUST 26, 2025**

SUBJECT: **Winchester Road Study**

Request: Council authorization to execute an agreement with the Kentucky Transportation Cabinet and to accept federal funds in the amount of $280,000 for the Winchester Road Study. Local match in the amount of $70,000 is required.

Purpose of the Request: The Lexington Area Metropolitan Planning Organization (MPO), in partnership with the Kentucky Transportation Cabinet (KYTC), City of Lexington, and Lextran will conduct a land use and transportation study to identify how land use changes and incremental densification of the corridor will result in needed transportation improvements and how transportation improvements may spur and enhance redevelopment. The scope of the study includes consultant services to:

- Identify opportunities for intensifying residential and mixed land uses along the corridor,
- Identify potential impacts and solutions for transit, non-motorized and vehicular travel that will result from more intensive land uses,
- Address how mobility, transportation, and safety can be improved for all travel modes,
- Estimate the cost and recommend phasing of needed transportation improvements.

LFUCG will be the fiscal agent and MPO staff will oversee management of the study in coordination with KYTC, LFUCG, and Lextran.

Funding Source	Federal (80%)	Non-Federal (20%)
MPO Metropolitan Planning (PL) funds - discretionary	$140,000	
- Lexington Fayette Urban County Government		$35,000
MPO Surface Transportation Program Metropolitan Lexington (SLX)	$140,000	
- Lexington Fayette Urban County Government		$35,000
Total	$280,000	$70,000

Cost in this budget year and future budget years: Cost in FY26 is $350,000. Federal funds in the amount of $280,000 with local match of $70,000. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? Budget amendment is in process.

File Number: 0829-25

Director/Commissioner: Duncan/Horn

AGREEMENT BETWEEN
KENTUCKY TRANSPORTATION CABINET
AND
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
WINCHESTER ROAD STUDY; $350,000

This AGREEMENT, made and entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, hereinafter referred to as the CABINET, and the Lexington-Fayette Urban County Government, a local government, hereinafter referred to as the SUBRECIPIENT,

WITNESSETH

WHEREAS, 23 U.S.C. §104 authorizes planning funds to be appropriated for the purpose of carrying out the requirements of 23 U.S.C. §134 and these funds shall be made available by the CABINET to the metropolitan planning organizations designated by the Commonwealth of Kentucky as being responsible for carrying out the provisions of 23 U.S.C. §134; and

WHEREAS, the SUBRECIPIENT is the designated metropolitan planning organization staff agency responsible for carrying out the provisions of 23 U.S.C. §134 for the Lexington Urbanized Area; and

WHEREAS, 23 U.S.C. §133 established a surface transportation program authorizing Federal funds to be appropriated for projects specified in 23 U.S.C. §133 and an allocation of these funds shall be made available by the CABINET to urbanized areas over 200,000 population; and

WHEREAS, the Federal-aid Highway Program is a state administered reimbursement program being conducted by the CABINET through the Division of Planning and the SUBRECIPIENT shall carry out this AGREEMENT in accordance with all applicable Federal and State laws and regulations including but not limited to all of 23 U.S.C., 49 U.S.C., 23 CFR, and 49 CFR; and

WHEREAS, all Federal-aid projects must also specifically comply with the Federal Funding Accountability and Transparency Act (Attachment A), Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990 (ADA); and

WHEREAS, the SUBRECIPIENT has submitted a Unified Planning Work Program (UPWP) to the CABINET for approval, and the UPWP and the proposed budget contained within are incorporated within this AGREEMENT by reference; and

WHEREAS, the SUBRECIPIENT is requesting Federal highway funds in the amount of $280,000 (80% Federal share) and the SUBRECIPIENT will provide Local funds in the amount of $70,000 (20% Local share) for a total contract amount of $350,000 to carry out the PROJECT, defined as Winchester Road Transportation and Land Use Study activities specified in the UPWP,

for the period of January 1, 2026 through June 30, 2028; and

WHEREAS, the PROJECT is part of the approved Lexington metropolitan planning organization's Transportation Improvement Program, if required, and the CABINET is willing to provide these Federal funds to the SUBRECIPIENT subject to annual Federal obligation limitations, the amount of which shall be 80% of the eligible costs associated with the PROJECT,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the CABINET and the SUBRECIPIENT hereby agree as follows:

Section 1. Scope The SUBRECIPIENT shall undertake and complete the PROJECT, as reviewed and approved by the CABINET, in accordance with the terms and conditions of this AGREEMENT and all applicable regulations or directives issued by the CABINET or Federal Highway Administration (FHWA). Adjustments in the PROJECT may be necessary; however, all changes must have prior written approval of the CABINET.

Section 2. Duration It is understood by both contracting parties that the effective date of the AGREEMENT is January 1, 2026, which is also the start date of the subaward period of performance and budget period. Work is not to begin until a Notice to Proceed is issued by the CABINET. The SUBRECIPIENT shall complete the PROJECT by June 30, 2028, which is the subaward period of performance and budget period end date. An extension of this AGREEMENT beyond the biennium in which it became effective is contingent upon the appropriation of funding by the Legislature. Nothing in this AGREEMENT should be construed to prevent the duration of the PROJECT from being changed by mutual written agreement of the CABINET and the SUBRECIPIENT.

This AGREEMENT is contingent upon the continued availability of appropriated Federal funds. If the funds to be used for this AGREEMENT become unavailable to the CABINET for any reason, including the Kentucky General Assembly's failure to appropriate funds, operation of law, or a reduction of Federal funds, further reimbursement of PROJECT expenditures may be denied, the timeline extended, or the scope amended by the CABINET either in whole or in part without penalty. Denial of further reimbursement or termination, extension, or amendment of the PROJECT because of interruption of the appropriated funding is not a default or breach of this AGREEMENT by the CABINET nor may such denial, termination, extension, or amendment give rise to a claim against the CABINET.

Section 3. Funding It is understood that Federal funds for the PROJECT are being awarded by the Federal Highway Administration (FHWA) as authorized under 23 U.S.C., specifically under Assistance Listing Number 20.205 – Highway Planning and Construction. The award is not for research and development. It is the responsibility of the CABINET to obtain these funds from FHWA. These funds may be authorized by either a single authorization or by a series of authorizations. The funds will be taken in equal amounts from the apportionment of

metropolitan planning (PL) and Federal-Aid Surface Transportation Program Metropolitan Lexington (SLX) funds as allocated by the CABINET and subject to approval by FHWA. The total Federal share of the PROJECT cost shall not exceed $280,000 unless approved in writing by the CABINET. Federal funds shall be matched as follows: 80% Federal - 20% non-Federal match. The SUBRECIPIENT shall provide a 20% match for a total contract amount of $350,000. The SUBRECIPIENT agrees to provide local matching funds in an amount sufficient, together with the allocated Federal and State funds, if applicable, to assure funding for completion of the PROJECT. The Federal share and State share, if applicable, of costs are payable quarterly by the CABINET upon presentation and approval of two (2) copies of a reimbursement request, including an invoice and adequate documentation. All reimbursement requests shall correspond with the expense categories in the PROJECT budget and shall be submitted to the CABINET within thirty (30) days after the end of the reporting period. All invoice amounts submitted for each expense category shall be representative of and closely approximate the actual work done, as reported in the narrative progress report. The SUBRECIPIENT 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 SUBRECIPIENT's invoice in accordance with KRS 45.453 and KRS 45.454. The CABINET may withhold payment of an invoice until the SUBRECIPIENT submits accompanying backup information, such as narrative progress reports, time sheets, receipts, cancelled checks, etc., needed to justify the payment of the invoice. The CABINET or FHWA may require additional documentation at their discretion.

It is understood that the value and character of any "in-kind" services contributed toward the local match must be approved by the CABINET and FHWA prior to being credited to the PROJECT. All "in-kind" services must meet CABINET and FHWA eligibility and applicability requirements.

It is further understood that revisions in the PROJECT budget may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the prior written approval of the CABINET. In order for the SUBRECIPIENT to be reimbursed for costs that are not listed in the PROJECT budget, the SUBRECIPIENT must obtain written approval from the CABINET prior to incurring these costs.

Regardless of whether the contract period is extended, unexpended funds at the end of this AGREEMENT period shall not be carried forward to a future AGREEMENT.

Section 4. Allowable Costs The costs referred to in this AGREEMENT shall be comprised of the allowable direct costs incident to the performance of the PROJECT plus allowable indirect costs, less applicable credit, to be determined in accordance with the standards set forth in the

Federal-Aid Policy Guide and Subpart E of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

If indirect costs are to be expended against the PROJECT, the SUBRECIPIENT shall provide to the CABINET a Cost Allocation Plan (CAP). Upon the CABINET's review and approval of the CAP, indirect charges will be eligible for reimbursement. The CABINET and/or FHWA reserve the right to require additional documentation.

Costs incurred in carrying out certain elements of the PROJECT which must be completed without regard for state political boundaries are prorated to each state on the basis of a population split as shown by the latest available United States census data for urbanized areas.

Section 5. Purchase of Project Equipment and Property The purchase of all Equipment or Property financed in whole or in part pursuant to this AGREEMENT shall be in accordance with applicable state laws and 2 CFR Part 200. The SUBRECIPIENT shall maintain property records for equipment costing over $5,000 purchased with Federal funds and perform a physical inventory of equipment. The following required provision shall be included in any advertisement or invitation to bid for any procurement under this AGREEMENT: "Statement of Financial Assistance: This contract is subject to a financial assistance contract between the State of Kentucky and the Federal Highway Administration."

Section 6. Assignability The SUBRECIPIENT shall not assign a portion of the work to be performed under this AGREEMENT, or execute a contract or amendment thereto, or obligate itself with a third party with respect to its rights and responsibilities under this AGREEMENT without the prior written concurrence of the CABINET. The procurement of a professional service shall follow the guidelines identified in the CABINET's *Federal-Aid Highway Program Project Development Guide for Local Public Agencies.* Solicitation for and execution of a subcontract between the SUBRECIPIENT and a third party for work included in the PROJECT must have prior written approval of the CABINET. A third party contract must comply with the regulations outlined in this AGREEMENT. The SUBRECIPIENT shall follow all applicable State and Federal statutes and regulations when assigning work under this AGREEMENT, including but not limited to KRS 45A, 40 U.S.C. Chapter 11, and the procurement standards specified in 2 CFR.

Section 7. Reporting and Records The SUBRECIPIENT shall comply with all reporting requirements outlined by the CABINET and FHWA. The SUBRECIPIENT shall submit an annual Performance and Expenditure Report, if required, to the CABINET within 80 calendar days following the end of the SUBRECIPIENT's fiscal year. The recording and reporting of a purchase shall be in accordance with the requirements of the Kentucky Revised Statutes, including KRS 45A, and applicable Federal and CABINET guidelines.

All charges under this AGREEMENT shall be supported by properly documented invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. The

CABINET or FHWA may require additional documentation at their discretion.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this AGREEMENT shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents. The SUBRECIPIENT shall permit the CABINET and/or the FHWA to conduct periodic site visits to ascertain compliance with Federal and State regulations, and shall permit the CABINET and auditors to access the SUBRECIPIENT's records and financial statements for the CABINET to fulfill its monitoring requirements.

The SUBRECIPIENT shall retain all records for a period of three (3) years from the date of project closure in FMIS, if applicable, or if not applicable, for a period of three (3) years from the date of submission of the final expenditure report, defined as the final invoice and accompanying backup documentation, pursuant to 2 CFR §200.333.

Section 8. Audit and Inspection The SUBRECIPIENT shall permit the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, the Legislative Research Commission, the Comptroller General of the United States and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect and approve all phases of the PROJECT and all relevant PROJECT data and records; and the SUBRECIPIENT shall also permit representatives of these agencies to review audit(s) performed by the SUBRECIPIENT or other entity and to audit the books and accounts of the SUBRECIPIENT pertaining to the PROJECT.

The SUBRECIPIENT shall provide the CABINET with two (2) copies of audits or reviews pursuant to Subpart F of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," within nine (9) months of its fiscal year end or within thirty (30) days after the audit is completed, whichever occurs first.

The SUBRECIPIENT hereby acknowledges it is responsible to inform an entity it intends to hire or use as a contractor, as defined in KRS 45A.030, that the SUBRECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to the entity's books, documents, papers, records, or other evidence which are directly pertinent to this AGREEMENT for the purpose of financial audit or program review. Furthermore, all books, documents, papers, records, or other evidence provided to the SUBRECIPIENT, the CABINET, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary

of the Finance and Administration Cabinet shall not restrict the public release of information which would otherwise be subject to public release if a state government agency were providing the service.

Section 9. Hold Harmless Clause To the extent permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the FHWA and the CABINET and all of its officers, agents, and employees from all suits, actions, or claims of character arising from injuries, payments, or damages received or claimed by any person, persons, or property due to the activities of the SUBRECIPIENT, its subcontractors, agents or employees, in connection with their services under this AGREEMENT.

Section 10. Non-Discrimination and Equal Employment Opportunity The SUBRECIPIENT shall comply with all non-discriminatory requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Stat. 252, the "Act") and all applicable Federal and State requirements, including Executive Orders. The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, veteran status, or disability. The SUBRECIPIENT 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 SUBRECIPIENT agrees to provide, upon request, needed reasonable accommodations. The SUBRECIPIENT 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, veteran status, 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 SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, 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 SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the SUBRECIPIENT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The SUBRECIPIENT 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 SUBRECIPIENT shall, for the length of the AGREEMENT or at the point at which the AGREEMENT is covered by the Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to its employment practices and work sites by the CABINET to ascertain compliance with the Act.

Section 11. Interest of Members of or Delegates to Congress No funding has been or will be paid to a member of or delegate to the Congress of the United States in connection with the awarding of this AGREEMENT, nor shall a member of or delegate to the Congress of the United States receive a benefit arising out of this AGREEMENT.

Section 12. Prohibited Interest No member, officer, or employee of the CABINET or of the SUBRECIPIENT shall have an interest, direct or indirect, in this AGREEMENT or the proceeds thereof as established in KRS 45A.340.

Section 13. Covenant Against Contingent Fees The SUBRECIPIENT warrants that no person, elected official, selling agency or other organization has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the CABINET shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 14. Applicable Laws This AGREEMENT shall be in accordance with all Federal laws and the laws of the Commonwealth of Kentucky.

Section 15. Americans with Disabilities Act The SUBRECIPIENT agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and other applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation. The ADA prohibits discrimination against otherwise qualified individuals under a program or activity receiving Federal financial assistance covered by this AGREEMENT, and imposes requirements that affect the design, construction, and maintenance of all transportation projects to provide access to all facilities.

Section 16. Disadvantaged Business Enterprise (DBE) Requirements The SUBRECIPIENT agrees to comply with the DBE requirements contained within 49 CFR Part 26.

DBE Assurance: The SUBRECIPIENT, and all contractors or subcontractors, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The SUBRECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the SUBRECIPIENT to

carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the CABINET deems appropriate. Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include this provision.

DBE Prompt Payment Requirement: The SUBRECIPIENT must abide by 49 CFR §26.29 with regard to prompt payment mechanisms and retainage payment. If applicable, all contractors must be paid within ten (10) working days after the SUBRECIPIENT has been paid by the CABINET for work performed or services delivered. No SUBRECIPIENT or contractor may withhold retainage on a subcontract of this AGREEMENT.

Section 17. Disputes Disputes concerning a question of fact in connection with the work not disposed of by AGREEMENT between the SUBRECIPIENT and the CABINET shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky, or his duly authorized representative, whose decision shall be final.

Section 18. Campaign Finance If applicable, the undersigned representative of the SUBRECIPIENT certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this AGREEMENT, has contributed more than the amount specified in KRS 121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this AGREEMENT. If applicable, the undersigned representative of the SUBRECIPIENT swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the entity which he/she represents has knowingly violated provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the entity which he/she represents will not violate provisions of the campaign finance laws of the Commonwealth.

Section 19. Violations If applicable, pursuant to KRS 45A.485, the SUBRECIPIENT and any subcontractors performing work under this AGREEMENT, shall reveal to the CABINET the final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

The SUBRECIPIENT agrees to be in continuous compliance, and will require any subcontractors performing work under this AGREEMENT to be in compliance, with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 for the duration of this AGREEMENT. Failure to reveal a final determination of a violation of the referenced statutes or to comply with these statutes for the duration of the AGREEMENT shall be grounds for the termination of funding for the AGREEMENT and disqualification of the SUBRECIPIENT from eligibility for future state contracts for a period of two (2) years.

Section 20. Personal Service Contracts and Memoranda of Agreement If this AGREEMENT comes under the purview of KRS 45A.690 - 45A.725, payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after disapproval of the Government Contract Review Committee unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority.

Section 21. Debarment and Suspension A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689. SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 22. Clean Air Act and Federal Water Pollution Control Act The SUBRECIPIENT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Section 23. Boycott Provisions The SUBRECIPIENT represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. The term "boycott" does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Section 24. Lobbying The SUBRECIPIENT represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded. The SUBRECIPIENT further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Section 25. Termination The CABINET reserves the right to terminate all reimbursements under this AGREEMENT when deemed to be in the best interest of the CABINET, including due to lack of available funding, by giving thirty (30) calendar days written notice of such termination to the SUBRECIPIENT. If reimbursement under this AGREEMENT is terminated by reason other than violation of this AGREEMENT or applicable law by the SUBRECIPIENT, its agents, employees and/or contractors, the CABINET shall reimburse the SUBRECIPIENT according to the terms of this AGREEMENT for all expenses incurred under this AGREEMENT to

the date of the termination of reimbursement. The SUBRECIPIENT may seek to terminate its obligations under this AGREEMENT when deemed to be in its best interest by giving thirty (30) calendar days written notice to the CABINET. If the CABINET agrees to allow the SUBRECIPIENT to terminate its obligations under this AGREEMENT, the SUBRECIPIENT shall reimburse the CABINET for all federal funding reimbursement made under this AGREEMENT.

Section 26. Agreement Change Proposed changes in this AGREEMENT shall be at the mutual consent of the SUBRECIPIENT and the CABINET and be evidenced in writing.

Section 27. Resolution If applicable, the SUBRECIPIENT shall pass a resolution authorizing the undersigned representative of the SUBRECIPIENT to sign this AGREEMENT on behalf of the SUBRECIPIENT and a copy of the resolution shall be attached to the AGREEMENT and returned to the CABINET prior to full execution of this AGREEMENT.

Section 28. Severability In the event that any Section of this AGREEMENT is declared invalid or is unenforceable, the remainder of this AGREEMENT shall remain in full force and effect and all responsibilities and duties of the parties shall be performed as set forth herein.

IN TESTIMONY WHEREOF, the parties have hereto caused this AGREEMENT to be executed upon signature by their proper officers and representatives:

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____

MAYOR

DATE: _____

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET

_____

SECRETARY, TRANSPORTATION CABINET

DATE: _____

APPROVED AS TO FORM & LEGALITY

_____

OFFICE OF LEGAL SERVICES TRANSPORTATION CABINET

DATE: _____

Last updated: August 11, 2025

ATTACHMENT A – FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT

Federal Funding Accountability and Transparency Act

*** AGREEMENT CAN NOT BE EXECUTED UNLESS ALL YELLOW BOXES ARE COMPLETED ***

1. SUB-AWARDEE	
Name:	
Address:	

2. DUNS NUMBER	*Unique 9 digit number issued by Dun & Bradstreet. To obtain a DUNS number (if you agency does not already have one) please access:* ***http://fedgov.dnb.com/webform***

3. CCR REGISTRATION (CAGE code)	*Unique 5 digit number issued by the Central Contractor Registration. To obtain a CCR number (if your agency does not already have one) please access:* ***https://www.bpn.gov/ccr/default.aspx***

4. TOTAL COMPENSATION AND NAMES OF TOP 5 EXECUTIVES	*All agencies are required to report the Top 5 Highly Compensated officers for their agency if they meet BOTH of the following criteria:* *A) More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000 annually; and* *B) Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC)*	
NO- Does not meet both criteria A & B		If no, please skip to box 5
YES- Meets both criteria A & B		If yes, please fill out 1-5 with Executive name and compensation.

	Executive Name	Compensation
4.1		
4.2		
4.3		
4.4		
4.5		

5. PREPARED BY:	**DATE:**
Name:	
Title:	

Additional information about the Federal Funding Accountability Transparency Act (FFATA) can be found at:
http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf

Search in Menu

LFUCG Budget Amendment Request Form

Requester: Moore,Celia E **Date:** 08/27/2025 **Status:** Pending Approval **Amend Nbr:** 13885

Business Unit: LFUCG **Journal Date:** 08/27/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	160705	0001	71299	Prof Svc - Other	350,000.00	JDUNCAN3	MHORN	

Revenue Accounts

Personalize | Find | View All | First 1-2 of 2 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3160	160705	0001	44010	Intergovernmental - Federal	280,000.00	JDUNCAN3	MHORN	
2	3160	160705	0001	45911	Transfer From General Service	70,000.00	JDUNCAN3	MHORN	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To establish grant budget for Kentucky Transportation Cabinet award for Winchester Rd Study (WINCHESTER_2026).

Net Amend Amt: 0.00

Submit for Approval

Save Add

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0830-25

File ID:	0830-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	08/27/2025
File Name:	Request Council authorization to submit an application requesting $65,000 of federal funds and $12,000 of state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a			**Final Action:**	

Title: Authorization to submit an application requesting $65,000 of federal funds and $12,000 of state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a Sexual Assault Nurse Examiner Program in FY 2026. Local match of $24,667 is budgeted, for a total project cost of $101,667. (L0830-25)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet Memo SANE	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0830-25

Title

Authorization to submit an application requesting $65,000 of federal funds and $12,000 of state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a Sexual Assault Nurse Examiner Program in FY 2026. Local match of $24,667 is budgeted, for a total project cost of $101,667. (L0830-25)(Weathers/Armstrong)

Summary

Authorization to submit an application requesting $65,000 of federal funds and $12,000 of

state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a Sexual Assault Nurse Examiner Program in FY 2026. Local match of $24,667 is budgeted, for a total project cost of $101,667. (L0830-25)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 8/26/2025

Risk Management: N/A

Fully Budgeted: FY26 budget amendment will be forthcoming.

Account Number:

This Fiscal Year Impact: $101,667

Annual Impact: $0

Project: SANE_2026, SANE3_2026

Activity: FED_GRANT, STA_GRANT

Budget Reference: 2026

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: **AUGUST 25, 2025**

SUBJECT: **Sexual Assault Nurse Examiner Program for Fiscal Year 2026**

Request: Council authorization to submit an application requesting $65,000 of federal funds and $12,000 of state funds, and to accept award if offered, from the Kentucky Justice Cabinet under the Violence Against Women Act Program for the continuation of a Sexual Assault Nurse Examiner Program in FY 2026. Local match of $24,667 is budgeted, for a total project cost of $101,667.

Purpose of Request: The Division of Police request to submit a grant application to the Kentucky Justice and Public Safety Cabinet requesting $65,000 in federal funds from the Violence Against Women Act (VAWA) Program for the continuation of a Sexual Assault Nurse Examiner (S.A.N.E.) program as a response to victims of sexual assault.

This project began in 2000 with the creation of a full-time position of S.A.N.E. Project Director as a civilian employee in the Division of Police. S.A.N.E.s are registered nurses with specific credentials for the examination of rape and other sexual assault victims. Saint Joseph Health System provides private examination and waiting space in its emergency room. An attending ER physician serves as medical director for the project. The purpose is to provide victims of sexual assault with better examinations for evidence collection and to give greater care to the chain of evidence with the objective of more successful prosecutions for sexual assault. The program also provides assessments and medical guidance for victims of strangulation.

What is the cost in this budget year and future budget years? Cost in FY26 is $101,667. Federal funds in the amount of $65,000, $12,000 in state funds and local match funds of $24,667 ($21,667 for federal funds requested match and $3,000 for state funds requested match) for the period of January 1, 2026 to December 31, 2026.

These funds may be utilized for contractual services, emergency room space, medication, equipment, training and supplies. Future funding is dependent upon availability of grant funding.

Are the funds budgeted? FY26 budget amendment will be forthcoming. Local match of $24,667 is budgeted in 1101-505506-5561-78201.

File Number: 0830-25

Director/Commissioner: Weathers/Armstrong

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0831-25

File ID:	0831-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Computer Services
				File Created:	08/27/2025
File Name:	Neighborly (Benevate) Renewal Agreement			**Final Action:**	

Title: Authorization to renew an existing multi-year agreement with Benevate, Inc. to extend use of its Neighborly software in the Department of Housing and Community Development, and to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for renewal through June 30, 2027 is $64,750.00. Funds are budgeted. (L0831-25) (Stewart/Rodgers)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo_Neighborly_v2 (003), Benevate Neighborly Software Order Form, Agreement dated Sept 2019, one year, auto-renew unless 30-day notice to terminate Res 484-2019, Quote Lexington-Fayette Urban County Government, KY (195) 2025 Renewal 18.5 month term, R484-2019	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Camille Brann	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0831-25

Title

Authorization to renew an existing multi-year agreement with Benevate, Inc. to extend use of its Neighborly software in the Department of Housing and Community Development, and to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for renewal through June 30, 2027 is $64,750.00. Funds are budgeted. (L0831-25)(Stewart/Rodgers)

Summary

Authorization to renew an existing multi-year agreement with Benevate, Inc. to extend use

of its Neighborly software in the Department of Housing and Community Development, and to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for renewal through June 30, 2027 is $64,750.00. Funds are budgeted. (L0831-25)(Stewart/Rodgers)

Budgetary Implications [select]: **Yes**

Advance Document Review:

Law: { Select **Yes**/No, Completed by [Dave Barberie]}

Risk Management: {Select Yes/**No**, Completed by [Official, Date]}

Fully Budgeted [select]: **Yes**

Account Number: 1101-202505-0001-72205

This Fiscal Year Impact: $ 64,750.00

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: $203,854.07

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: August 25, 2025

SUBJECT: Renewal of agreement with Benevate, Inc. for Neighborly software

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Request:

Requesting authorization for the Mayor or the Chief Information Officer as her designee to renew an existing multi-year agreement with Benevate, Inc., attached hereto and incorporated herein by reference, to extend use of its Neighborly software in the Department of Housing and Community Development, and to execute any future documents necessary for the continued operation, support, or maintenance of the same, subject to the appropriation of sufficient funds. Cost for renewal through June 30, 2027 is $64, 750.00 with increases up to 10% for subsequent years, unless terminated via written notice at least 30 days prior to the end of the term.

Purpose:

HACD administers grant programs offered by the US Department of Housing and Urban Development that require long-term monitoring and compliance reporting. Neighborly software was developed specifically for use by agencies managing such programs and has been used effectively for this purpose by HACD since being selected by award of RFP #23-2019. The current renewal extends the original agreement through June 30, 2027.

Budgetary Implication:

Cost for FY26 is $64,750.00

Are the funds budgeted? Yes

Account String(s): 1101-202505-0001-72205

File Number: 0831-25

Director/Commissioner: Stewart/Rodgers

BENEVATE INC. (dba NEIGHBORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: Lexington-Fayette Urban County Government	**Contact:** Charlie Lanter, Director Grants & Special Programs
Address: 200 E. Main Street, Lexington, KY 40507	**Phone:** direct: 859.258.3079 / office: 859.258.3070
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: $18,900 per year, payable annually in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	**Initial Service Term**: One year from Effective Date
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company 90% of the Implementation Fee at Effective Date and balance upon completion following go-live training. **Implementation Fee (one-time)**: $10,900	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 12 day of September 2019 (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Suite 216, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations.

BENEVATE Inc.:

By: J. Jason Rusnak

Name: J. Jason Rusnak

Title: President, Benevate Inc

LEXINGTON-FAYETTE URBAN COUNTY GOVERNEMENT:

By: Linda Gorton

Name: Linda Gorton

Title: MAYOR

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations.

2.3 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, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 3% (the "Renewal Price Cap"), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company's then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company thirty (30) days after receipt of the invoice by Customer. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes. If Customer has a valid direct-pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of

the last day for which funds have been appropriated. The Customer shall endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format. Further, Company shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Professional Liability (E&O) of at least $1,000,000; (c) Cyber Liability of at least $1,000,000; and (d). Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this

Agreement will otherwise remain in full force and effect and enforceable.

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 This Agreement shall be governed and construed in all respects in accordance with the laws of the Commonwealth of Kentucky.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following activities:

   a. Housing Rehabilitation

   b. Emergency Repair Program

   c. First Time Homebuyer Program

   d. Neighborhood Action Match Program

   e. CHDO HOME grant management

   Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

2. Training Services. Company will conduct one (1) eight (8) hour on-site training session, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.

3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States.

5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.

6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

1) Definitions.

   (a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

   (b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Company shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

   (c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

   (d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

3) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

   (a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

   (b) Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

EXHIBIT C

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Implementation Services.

1) **Company Key Roles**. Company will assign an Engagement Manager who will be Customer's primary contact person and who will coordinate all the activities of the Implementation team.

2) **Customer Key Roles**. Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.

3) **Implementation Steps**. The following are the general steps which make up the implementation process:
   - Kickoff meeting
   - Program Design and Documentation
   - System Configuration and Signoff
   - Data Review and Validation
   - Administrator Training
   - Historical Data Collection

4) **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
   a. Program Design and Documentation
      - List of all documents to be uploaded into the system as part of the Program
      - List of all documents to be generated by the system as part of the Program
   b. System Configuration
      - Create Administrator accounts in the system
      - Configure Customer enrollment application in the system
      - Configure Customer specific approvals and workflow in the system.
      - Configure up to ten (10) program documents to be generated by system and train staff on creating of additional documents.
   c. Data Review and Validation
      - Provide up to five (5) business days for Customer to test and validate system data and configuration
   d. Administrator Training
      - Conduct one (1) eight (8) hour training session, which may be recorded by Customer.
   e. Historical data conversion
      - Upload Customer historical "active" data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company.

5) **Customer Responsibilities**
   a. Design and approve data elements, program workflow, and eligibility criteria
   b. Identify all program documents required to be stored in the system
   c. Identify all program documents to be generated by the system
   d. Provide historical data in electronic format specified by Company
   e. Test and approve system configuration
   f. Provide final sign off that the system meets all requirements ("Go Live")
   g. Participate in administrator training session

EXHIBIT D

Per User Pricing

Additional user licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below.

Per User Description	Per User Per Month Pricing		Number of Users Included in Order Form
1. Full User License – Ability to create and edit data records, run reports, and generate program documents.	1-10 Users	$157.50	10
	11-20 Users	$112.50	0
	21+ Users	$67.50	0

Neighborly Software

Quote Lexington-Fayette Urban County Government, KY (195) 2025 Renewal 18.5 month term

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

Liz Rodgers
lrodgers@lexingtonky.gov
859.367.4908

Reference: 20250801-120755909
Quote created: August 1, 2025
Quote expires: November 15, 2025
Quote created by: Darlene Collia
Account Manager
darlene.collia@neighborlysoftware.com

Comments from Darlene Collia

Your HCD- User Subscription Fee invoice for the term starting 11/14/2025 and ending 06/30/2027.
$2,100 per license is your 2025 rate for 12 months (Equates to $175.00 per month) Quote is based on 18.5 month term, to align with City's fiscal year.

20 licenses x $175 per month x 18.5 months = $64,750.00

Total license count: 20

Products & Services

Item & Description	Quantity	Unit Price	Total
HCD - Annual User Subscription Fee Annual subscription fee per user in the HCD portal.	20	$3,237.50 / year	$64,750.00 / year

Annual subtotal	$64,750.00
Total	**$64,750.00**
Total contract value	**$64,750.00**

Billing Terms

- **Subscription Fees** are invoiced **annually, in advance**.
- **One-Time Fees** are **invoiced upon acceptance of this quote**.

Acceptance of this quote constitutes agreement to these terms and any governing master or subscription agreement in effect between the parties.

Services will be scheduled and placed in the implementation queue upon acceptance of the quote and receipt of any required payment and executed agreements, as applicable. Estimated timelines will be communicated following confirmation. Renewal pricing will be subject to the governing master or subscription agreement in effect between the parties.

Questions? Contact me

Darlene Collia
Account Manager
darlene.collia@neighborlysoftware.com

Benevate LLC
3423 Piedmont Rd
Suite 420
Atlanta, GA 30305
US

RESOLUTION NO. 484 -2019

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A CONTRACT WITH BENEVATE, INC., FOR NEIGHBORLY SOFTWARE, FOR THE HOUSING REHABILITATION PROGRAM IN THE DIVISION OF GRANTS AND SPECIAL PROGRAMS, AT A COST NOT TO EXCEED $29,800.00.

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 Benevate, Inc., for Neighborly Software, for the Housing Rehabilitation Program, in the Division of Grants and Special Programs.

Section 2 - That an amount, not to exceed the sum of $29,800.00, be and hereby is approved for payment to Benevate, Inc., from account #3120-160201-71299, pursuant to the terms of Contract.

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

PASSED URBAN COUNTY COUNCIL: September 12, 2019

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
829-19_MMM_X:\CASES\COMDEV\19-LE0001\LEG\00665265.DOCX

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0833-25

File ID:	0833-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Parks and Recreation
				File Created:	08/28/2025
File Name:	Phoenix Park Reimagined Change Order #7			**Final Action:**	

Title: Authorization to execute Change Order #7 with Haire Construction LLC in the amount of $31,648.00 for Phoenix Park Reimagined Project (contract# 114-2024 / Bid# 20-2024), increasing the total amount from $3,355,398.91 to $3,387,046.91. To provide and install all wiring and poles for security cameras, install Music Ball in playground and resetting pavers by library. Funds are budgeted. (L0833-25)(Conrad/Ford)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Phoenix Park Reimagined Change Order 7 Memo - Signed, Phoenix Park Reimagined Change Order 7	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Roger Daman	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0833-25

Title

Authorization to execute Change Order #7 with Haire Construction LLC in the amount of $31,648.00 for Phoenix Park Reimagined Project (contract# 114-2024 / Bid# 20-2024), increasing the total amount from $3,355,398.91 to $3,387,046.91. To provide and install all wiring and poles for security cameras, install Music Ball in playground and resetting pavers by library. Funds are budgeted. (L0833-25)(Conrad/Ford)

Summary

Authorization to execute Change Order #7 with Haire Construction LLC in the amount of $31,648.00 for Phoenix Park Reimagined Project (contract# 114-2024 / Bid# 20-2024), increasing the total amount from $3,355,398.91 to $3,387,046.91. To provide and install all wiring and poles for security cameras, install Music Ball in playground and resetting pavers

by library. Funds are budgeted. (L0833-25)(Conrad/Ford)
Budgetary Implications [select]: Yes
Advance Document Review:

Law: No

Risk Management: No

Fully Budgeted [select]: Yes
Account Number: 2614 707602 7221 91015
This Fiscal Year Impact: $31,648.00
Annual Impact: No
Project: PHOENIX_PK_2024
Activity: CONSTRUCT_CAP
Budget Reference: 2024
Current Balance: $94,981.99

LINDA GORTON
MAYOR

LEXINGTON

MONICA CONRAD
DIRECTOR
PARKS & RECREATION

MEMORANDUM

TO: Linda Gorton, Mayor
Urban County Council

FROM: Monica Conrad, Director of Parks & Recreation

DATE: August 25, 2025

RE: Authorization to execute Change Order 06 for $31,648.00 with Haire Construction LLC. for Phoenix Park Reimagined Project. The new contract total is $3,387,046.91

Request
Request for Council authorization to execute Change Order 07 with Haire Construction LLC. in the amount of $31,648.00 for Phoenix Park Reimagined Project Contract # 114-2024 / Bid #20-2024

Why are you requesting?
The provide and install all wiring and poles for security cameras at Phoenix Park. Install of Music Ball in Playground. Resetting pavers by Library.

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

The cost for this FY is: $31,648.00
The cost for future FY is: $0

The funds are budgeted.

Account number:
PHOENIX_PK_2024/CONSTRUCT_CAP 2614 707602 7221 91015 774 2024 $31,648.00

File Number: 0833-25

Director/Commissioner: Conrad/Ford

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONTRACT CHANGE ORDER Page 1	Date:	August 25, 2025	
	Project:	Phoenix Park Reimagined	
	Location:	100 East Main Street	
To (Contractor): Haire Construction LLC 11214 Decimal Dr. Louisville, KY 40299	Contract No.	114-2024	
	Original Contract Amt.	$3,023,680.00	
	Cumulative Amount of Previous Change Orders	$331,718.91	
	Percent Change - Previous Change Orders		10.97%
	Total Contract Amount Prior to this Change Order	$3,355,398.91	
	Change Order No.	7	

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	Install poles for security cameras		$27,298.00	
2	Reset pavers by Library		$3,150.00	
3	Install Music Bell in playground		$1,200.00	
	See Attached Sheet			
	Total decrease	$0.00		
	Total increase		$31,648.00	
	Net Amount of this Change Order	$31,648.00		
	New Contract Amount Including this Change Order	$3,387,046.91		
	Percent Change - This Change Order			1.05%
	Percent Change - All Change Orders			12.02%

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

Recommended by: Samuel Futia (Proj. Mngr.) Date: 8-25-25

Accepted by: Chad Taylor (Contractor) Date: 8/25/25

Approved by: (Director) Date: 8/25/25

Approved by: (Director - Procurement) Date: 8-27-25

Approved by: (Commissioner) Date: 8/26/25

Approved by (Mayor or CAO) Date:

JUSTIFICATION FOR CHANGE		
	PROJECT:	Phoenix Park Reimagined
	CONTRACT NO.	114-2024
	CHANGE ORDER:	7

1. Necessity for change: Installation of poles and all wiring and infrastructure for the installation of security cameras. Reset pavers by Library. Install Music Ball in Playground.

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: None

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: None

8. Effect on contract completion date: None

Mayor _____ Date _____

CONTRACT HISTORY FORM

Project Name: Phoenix Park Reimagined

Contractor: Haire Construction

Contract Number and Date: 114-2024

Responsible LFUCG Division: Parks & Recreation

CONTRACT AND CHANGE ORDER DETAILS

A. Original Contract Amount: Next Lowest Bid Amount: $3,940,000.00	$	3,023,680.00	
B. Amount of Selected Alternate or Phase:	$		
C. Cumulative Amount of All Previous Alternates or Phases:	$		
D. Amended Contract Amount:	$	3,023,680.00	
E. Cumulative Amount of All Previous Change Orders:	$	331,718.91	11.0% *(Line E / Line D)*
F. Amount of This Change Order:	$	31,648.00	1.0% *(Line F / Line D)*
G. Total Contract Amount:	$	3,387,046.91	

SIGNATURES

Project Manager: Sam Futia Date: 8-25-25

Reviewed by: Date:

Division Director: Date: 8-25-25

HAIRE CONSTRUCTION LLC

11214 Decimal dr.
Louisville, KY 40299
(502) 493-4822 (O)
(502) 546-0326 (C)
Chad.Taylor@Haireconstruction.com

August 19, 2025

Phoenix Park
100 E. Main St.
Lexington, KY 40507

Change Order #7

Proposed modifications to be completed:

Install poles for security camera:

- (4) Install poles bases.
- (5) Install camera poles.
- (5) Extend existing conduit, provide single outside plant cat-6 cable from electrical room to pole bases
- (5) Provide a single outside plant cat-6 cables to the pole locations back to the electrical room utilizing existing conduits.
- (2) Provide a single outside plant cat-6 cables to the shade structure locations back to the electrical room utilizing existing conduit.
- (2) Quads surface mounted in the electrical room for future internet/camera system. (Include a hardwire to camera control panel if necessary).

Total..... $27,298.00

Reset Pavers in front of library

- Set pavers along concrete band

Total..... $3,150.00

Install Music Ball

- Install footer and base for equipment
- Install equipment after PIP is set

Total.....$1,200.00

Grand Total..... $31,648

If you agree to the terms and bid, please sign and date below.

Sam Fut... 8-25-25
Name Date

8/25/25
Haire Date

If you have any further questions, or if there is anything else I can do to earn your business, please don't hesitate to call.

REQUISTION / PURCHASE ORDER REQUEST--PARKS & RECREATION

REQUISITION #: _____ DATE: _____ BID/QUOTE #: 24-2024

PURCHASE ORDER #: LF00207300 DATE: 8/25/2025 WORK ORDER#: _____

TYPE OF REQUEST: CHANGE ORDER DATE RECEIVED: _____ CHECK ROUTING: ☐ REQUESTER ☑ SUPPLIER

LOCATION/PROJECT USE: Phoenix Park

ACCOUNT(S) / AMOUNT BREAK DOWN

PROJECT/GRANT	ACTIVITY	FUND	DEPT ID	SECTION	ACCOUNT	SITE	BUDGET PERIOD	AMOUNT
PHOENIX_PK_2024	CONSTRUCT_CAP	2614	707602	7221	91015	774	2024	$ 31,648.00

SUPPLIER INFORMATION

Haire Construction LLC. — SUPPLIER NAME (check payable to)

UPC: _____

83-2722623 — FEDERAL ID # (For New Supplier)

11214 Decimal Dr. — ADDRESS (please fill out completely)

Chad Taylor — SUPPLIER CONTACT NAME

Louisville, KY 40299 — CITY,STATE, ZIP

502-546-0326 — PHONE

SHIP TO INFORMATION

Phoenix Park — SHIP TO LOCATION

100 East Main St — ADDRESS (Please Fill Out Completely)

Samuel Futia — SHIP TO CONTACT NAME

Lexington, KY 40507 — CITY, STATE, ZIP

859-880-2899 — PHONE

LINE ITEMS

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
Install poles and wiring for security cameras	1	lump	$ 27,298.00	$ 27,298.00
Reset pavers by Library	1	lump	$ 3,150.00	$ 3,150.00
Install Music Ball in Playground	1	lump	$ 1,200.00	$ 1,200.00
				$ -
				$ -
				$ -
				$ -
				$ -
			TOTAL	$ 31,648.00

JUSTIFICATION / SPECIAL INSTRUCTIONS

ADDITIONAL QUOTES (NEEDED FOR ITEMS OVER $2,499.00)

SECOND QUOTE SUPPLIER NAME _____ AMOUNT: _____

THIRD QUOTE SUPPLIER NAME _____ AMOUNT: _____

REQUESTED BY / APPROVAL INFORMATION

REQUESTED BY: Sam Futia DATE: 8/25/2025

APPROVAL: _____ DATE: 8/25/25

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0835-25

File ID:	0835-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	08/28/2025
File Name:	Request Council authorization to execute agreement and accept additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project at the Division of Police for FY 2025. There is n			**Final Action:**	

Title: Authorization to execute agreement and accept an additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project at the Division of Police for FY 2025. The funds will be used to help purchase a money counter. There is no match required. (L0835-35)(Weathers/Armstrong)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Bluesheet memo Street Sales Acceptance, Draft_PON2_500_2500001025 - LFUCG -JAG Mod 1 - Unsigned, BA 13887 add'l award	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0835-25

Title

Authorization to execute agreement and accept an additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project at the Division of Police for FY 2025. The funds will be used to help purchase a money counter. There is no match required. (L0835-35)(Weathers/Armstrong)

Summary

Authorization to execute agreement and accept an additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug

Enforcement Project at the Division of Police for FY 2025. The funds will be used to help purchase a money counter. There is no match required. (L0835-35)(Weathers/Armstrong)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by David Barberie, 8/26/2025

Risk Management: N/A

Fully Budgeted: Budget amendment is in process.

Account Number: 3140-505506-5561-96468

This Fiscal Year Impact: $991

Annual Impact: $0

Project: ST_SALES_2025

Activity: FED_GRANT

Budget Reference: 2025

Current Balance: BA in process

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **AUGUST 28, 2025**

SUBJECT: **Accept Additional Award from the Kentucky Justice and Public Safety Cabinet Funds for Street Sales Drug Enforcement Project at the Division of Police**

Request: Council authorization to execute agreement and accept additional federal award in the amount of $991.00 from the Kentucky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project at the Division of Police for FY 2025. There is no match required.

Purpose of Request: On May 16, 2024 (Resolution 267-2024), Council authorized an award acceptance from Kentucky Justice and Public Safety Cabinet in the amount of $40,000 for the continuation of the Street Sales Drug Enforcement Project. The Kentucky Justice and Public Safety Cabinet has offered an additional award of $991.00 to be utilized by September 30, 2025. The funds will be added to the remaining Street Sales funds balance to purchase a money counter for the Division of Police.

What is the cost in this budget year and future budget years? $991.00 additional award for FY2025. No match is required. Funds for future budget years are dependent upon the availability of grant funds.

Are the funds budgeted? Budget amendment is in process. 3140-505506-5561-96468-ST_SALES_2025-FED_GRANT

File Number: 0835-25

Director/Commissioner: Weathers/Armstrong

Commonwealth of Kentucky
CONTRACT MODIFICATION

Document Number: PON2 500 2500001025 **Version:** 2

Record Date:

Document Description: LFUCG - JAG

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: Modification #1
August 26, 2025

Original Contract Amount: $40,000
Amount of Increase: $991
New Contract Amount: $40,991

This modification allocates an additional $991 to the award. These are unexpended funds from the 2022 JAG award (15PBJA-22-GG-00647-JAGX) that was required to subaward; the period of performance ends on 9/30/25.

Issuer Contact:

Name: Felicia Biggerstaff
Phone: 502-564-8239
E-mail: Felicia.Biggerstaff@ky.gov

Vendor Name:

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

Vendor No. KY0033801

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Effective From: 10/01/2024 **Effective To:** 09/30/2025

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG - JAG	$0.000000	$40,991.00	$40,991.00

Extended Description:
Provide one or more justice assistance activities as defined by the Edward Byrne Memorial Justice Assistance Grant Program. (34 USC 10151-10726)

TOTAL CONTRACT AMOUNT	**$40,991.00**

Modification History

Modification #1
August 26, 2025

Original Contract Amount: $40,000
Amount of Increase: $991
New Contract Amount: $40,991

This modification allocates an additional $991 to the award. These are unexpended funds from the 2022 JAG award (15PBJA-22-GG-00647-JAGX) that was required to subaward; the period of performance ends on 9/30/25.

Updated the Pricing Section to reflect to change $40,000 to $40,991.

Memorandum of Agreement Terms and Conditions
Revised September 2024

This Memorandum of Agreement (Contract) is entered into, by and between the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Criminal Justice Statistical Analysis Center (the Commonwealth) and the LEXINGTON FAYETTE URBAN CO GOVERNMENT (the Contractor) to establish an agreement for the provision of grant funds to support Edward Byrne Memorial Justice Assistance Grant (JAG) program activities. This MOA is effective from October 1, 2024, through September 30, 2025.

Definitions:

For the purposes of this agreement, the definitions listed in this section shall represent the common and exclusive understanding of the parties hereto. The singular and plural form, as well as the small or upper case, of any defined term can be used interchangeably regardless of whether the definition refers to the singular or plural term, or uses the small or upper case, and pronouns shall be deemed to include all genders.

1. “Contract” shall mean this subaward provided by the Commonwealth to the subrecipient for the subrecipient to carry out part of the Federal award received by the Justice and Public Safety Cabinet which is acting as a pass-through entity. Per the United States Department of Justice (DOJ) Grants Financial Guide, a subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
2. “Contractor” shall mean the designated agency that has received this Contract subject to oversight by the Commonwealth of Kentucky, Justice and Public Safety Cabinet.
    a. Contractor shall include but not be limited to any employee, subcontractor, vendor, designee, recipient of any subaward from Contractor or any other individual or entity acting on behalf of the Contractor providing services pursuant to this Contract.
3. “Grants Director” shall mean the Director of the Criminal Justice Statistical Analysis Center, Justice and Public Safety Cabinet, or a written designee.
4. “Criminal Justice Statistical Analysis Center” and “CJSAC” shall mean the Criminal Justice Statistical Analysis Center, Justice and Public Safety Cabinet.
5. “Intelligrants”, “IG” and “IGX” shall mean the Justice and Public Safety Cabinet enterprise information technology system of record for grants management.
6. “State Administering Agency” shall mean the Commonwealth of Kentucky, Justice and Public Safety Cabinet, the recipient of federal funding from DOJ.

7. "Technical Assistance" shall mean the sharing of information and expertise, instruction, skills training, and transmission of working knowledge, including, but not limited to:
    a. Program technical assistance related to the methods of carrying out the program.
    b. Financial technical assistance related to the methods used to manage the federal funds received by the sub-recipient.
8. "JAG" shall mean the Edward Byrne Memorial Justice Assistance Grant Program and its corresponding implementing regulations.

Background Information:

These terms and conditions are for Contracts funded under JAG federal awards received by the Commonwealth of Kentucky from the DOJ Bureau of Justice Assistance (BJA). The Commonwealth of Kentucky, Justice and Public Safety Cabinet awarding official for this contract is the Justice and Public Safety Cabinet Secretary, who can be contacted at 125 Holmes St, Frankfort KY 40601.

Scope of Work:

The primary objective of the project is to support a wide range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

The Commonwealth shall:

1. Provide Intelligrants 10.0 (IGX) site administration and user accounts with appropriate access for the Contractor.
2. Have sole discretion to determine whether the Contractor's expenditures referenced in this contract are reasonable and in keeping with the purposes set out in the contract.
3. Have sole discretion to determine the manner in which the Contractor makes the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that the Contractor used the funds for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.
4. Develop and implement a risk-based monitoring plan to evaluate Contractor in accordance with the requirements of 2 C.F.R. § 200.332.
5. Evaluate Contractor's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the contract for purposes of determining the appropriate subrecipient monitoring schedule as described in 2 C.F.R. § 200.332 (d) and (e).
6. Conduct regular desk monitoring and on-site monitoring of Contractor in accordance with the risk-based monitoring schedule or in response to an emergent issue.
7. Monitor the activities of the Contractor as necessary to ensure that the funds related to the Contract are used for authorized purposes, in compliance with statutes, regulations, and the terms and conditions of the Contract, and that Contract performance goals are achieved.
8. Maintain a copy of site visit results and other documents related to Contractor compliance.
9. Provide, upon request, technical assistance with Contract administration, reporting requirements, and navigation of IGX.
10. Complete all federal reporting required as the recipient of JAG funds.
11. Reimburse the Contractor in accordance with the pricing section within this contract.

The Contractor shall:

1. Carry out the project detailed in the Contractor's approved application in IGX, JAG-2024-Lexingto-00151, using funds only for the purposes outlined therein, and in this Contract, and in

accordance with all Contract Terms and Conditions, including all requirements and materials incorporated by reference therein.

2. Provide one or more justice assistance activities related to the Scope of Work, to include but not limited to the following, as defined by the Edward Byrne Memorial Justice Assistance Grant Program (34 USC 10151-10726):
    a. law enforcement;
    b. prosecution and court;
    c. prevention and education;
    d. corrections and community corrections, including reentry;
    e. drug treatment and enforcement;
    f. planning, evaluation, and technology improvement;
    g. crime victim and witness initiatives;
    h. mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; or
    i. implementation of state crisis intervention court proceedings and related programs or initiatives including, but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
3. Retain all required financial and programmatic documentation, as detailed in this Contract, the Contractor's application, and any state or federal guidance, regulation, or statute referenced herein and provide to the Commonwealth such documentation for any monitoring, audit, and all required federal reporting.
4. Agree that the Commonwealth shall have sole discretion to determine whether the Contractor's expenditures referenced in this Contract are reasonable and in keeping with the purposes set out in the Contract.
5. Make the Commonwealth whole, which may include refunding any funds disbursed to it pursuant to this Contract, in the event it is determined by the Commonwealth that funds were used for an unallowable cost, unreasonably, or not in compliance with the scope of work and requirements set out in this Contract, including but not limited to the Contractor's application and any state or federal guidance, regulation, or statute referenced herein.

Pricing:

1. The total contract amount is $40,991 ~~$40,000~~. Payments shall be made through a reimbursement process only, on a quarterly basis, unless otherwise specified by the Commonwealth.
    a. The Commonwealth shall provide payment within thirty (30) days of receipt of a valid invoice approved by the Commonwealth.
    b. Reimbursement shall be based on the Contractor's percentage effort and salary/fringe expenses.
    c. Reimbursement of allowable travel expenses must comply with applicable state and federal law, including but not limited to the Kentucky Model Procurement Code and relevant regulations and Finance and Administration Cabinet Policies.
    d. The Contractor shall be reimbursed for no spending unless and except as specifically authorized by the specifications of this Contract or authorized in advance and in writing by the Commonwealth.
    e. Payments shall be made upon receipt of required reports and a determination by the Commonwealth that the Contractor's services are reasonable and in compliance with the purposes and requirements set out in this MOA. This clause shall not be interpreted to foreclose a later finding by the Commonwealth that such funds were used for an unallowable cost, unreasonably, or not in compliance with the purposes and requirements set out in this MOA.

JAG Standard Terms and Conditions:

1. The Contractor at any tier shall comply with applicable portions of the JAG Program as authorized by Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 10158); see also 28 U.S.C. 530C(a). The Award conditions of this subaward are material requirements of the contract. Compliance with any certified assurance submitted by the Contractor that relates to conduct during the period of performance also is a material requirement of this contract. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (http://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award. By signing and accepting this contract on behalf of the Contractor, the authorized Contractor official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized Contractor official, all assurances or certifications submitted by or on behalf of the Contractor that relate to conduct during the period of performance. Failure to comply with any one or more of these subaward requirements (Award conditions) -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the subaward period -- may result in the Criminal Justice Statistical Analysis Center (“CJSAC”) and/or Office of Justice Programs ("OJP") taking appropriate action with respect to the Contractor and the subaward. Among other things, CJSAC or OJP may withhold award funds, disallow costs, or suspend or terminate the subaward. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government or CJSAC related to this subaward (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this subaward be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give the maximum effect permitted by law. Should it be held, instead, that the provision is invalid or unenforceable; such provision shall be deemed severable from this subaward.
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the “Part 200 Uniform Requirements”) apply to this contract. For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the OJP website: https://ojp.gov/funding/Part200UniformRequirements.htm. Record retention and access: The duration records pertinent to the subaward which the Contractor at any tier shall retain is 6 ½ years from the date of submission of the Contractor’s final expenditure report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 6 ½-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular 6 ½ year period, whichever is later. During such time, the Contractor shall provide access, including performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334. In the event a subaward-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Contractor is to contact CJSAC promptly for clarification.
3. **The Contractor at any tier shall comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the “DOJ Grants Financial Guide” available at (https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance, and all financial and administrative guidance provided by CJSAC during the period of performance.**

4. **Any reference in these terms and conditions to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in the contract terms and conditions, references set out in material incorporated by reference through the contract terms and conditions, and references set out in other contract requirements and documents.**
5. **A Contractor at any tier that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, shall do so in writing, by explicitly stating this election on the Operating Expenses page and the Budget Narrative page of the JAG Application in Intelligrants 10.0 (IGX). When electing to use the "de minimis" indirect cost rate, the Contractor agrees it is eligible for this rate. In addition, the Contractor shall comply with all associated requirements in Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.**
6. **If the Contractor at any tier currently has other active awards, subawards, or contracts of federal funds, or if the Contractor receives any other award, subaward, or contract of federal funds during the period of performance for this contract, the Contractor promptly shall determine whether funds from any of those other federal awards, subawards, or contracts have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this contract. If so, the Contractor shall promptly notify the Cabinet in writing of the potential duplication and, if so requested by the Cabinet, shall seek a grant adjustment or change in project objectives to eliminate any inappropriate duplication of funding.**
7. **The Contractor at any tier shall comply with applicable requirements regarding identification or registration within the federal System for Award Management (SAM) and maintain the currency of information in SAM. Copy and paste the following URL to get to the SAM site: http://sam.gov/SAM/. The Contractor at any tier shall provide a SAM Unique Entity Identifier (UEI) to CJSAC. Contracts shall not be approved or funds reimbursed to programs that have not provided a SAM UEI to CJSAC. The Contractor at any tier shall also comply with applicable restrictions on subcontracts to subcontractors at any tier, including restrictions on subcontracts to entities that do not acquire and provide (to the subcontractor at any tier) the unique entity identifier assigned by SAM.**
8. **The Contractor at any tier shall verify employment eligibility before hiring under this contract. The Contractor shall:**
    a. Ensure that, as part of the hiring process for any position that is or will be funded (in whole or in part) with JAG funds, the Contractor properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
    b. Notify all persons associated with the Contractor who are or will be involved in activities under this award of both—
        i. This award requirement for verification of employment eligibility, and
        ii. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
        iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
        iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
    c. Monitoring – The Justice and Public Safety Cabinet, Office of Financial Management Services, is responsible for monitoring Contractor compliance with this contract

condition and the Contractor shall allow access to any and all documentation, records, or material necessary to complete monitoring

d. Allowable costs - To the extent that such costs are not reimbursed under any other federal program, CJSAC may allow Contractor to use JAG funds, if awarded, for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

e. Rules of construction

i. Staff involved in the hiring process - For purposes of this condition, persons "who are or will be involved in activities under this award" specifically include (without limitation) any and all Contractor officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Contractor may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Contractor uses EVerify and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation" to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

iv. Nothing in this condition shall be understood to authorize or require any Contractor at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Contractor at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2). Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E- Verify at E-VerifyEmployerAgent@dhs.gov.

9. **The Contractor at any tier shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if the Contractor creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The Contractor's breach procedures shall include a requirement to report actual or imminent breach of PII to CJSAC and OJP no later than 12 hours of after an occurrence of an actual breach, or the detection of an imminent breach.**

10. **The Contractor at any tier shall comply with all applicable requirements for authorization of any subaward of funds awarded under this contract. This condition applies to agreements that -- for purposes or federal grants administrative requirements - OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any contract are posted on the OJP web site at https://ojp.gov/funding/Explore/ContractAuthorization.htm (Award condition: All contracts ("subgrants") must have specific federal authorization), and are incorporated by reference here.**

11. **The Contractor at any tier shall comply with all applicable requirements to obtain specific advance approval from the CJSAC to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000.00). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore**

does not consider a subaward). The details of the requirements for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm on the OJP web site. (Award Condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here. Notify CJSAC if there are any procurement contracts that are expected to exceed $250,000. Advance approval shall be obtained by CJSAC from OJP.

12. **The Contractor at any tier shall comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Contractor, or individuals defined (for purposes of this condition) as "employees" of the Contractor. The details of the Contractor obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm. (Award condition: Prohibited conduct by Contractor related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated in reference here.**
13. Determination of suitability required, in advance, for certain individuals who may interact with participating minors. This condition applies to this contract if it is indicated in the contract that a purpose of some or all of the activities to be carried out under the contract is to benefit a set of individuals under 18 years of age. The Contractor, as well as any subcontractors or consultants providing services to minors shall make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement, including the full and complete OJP condition of award and JPSC award condition enhancements, are posted on the JPSC website at https://justice.ky.gov/Departments-Agencies/GMD/Pages/suitability.aspx and are incorporated by reference here.
14. **The Contractor at any tier shall comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval, and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as the term is defined by DOJ), including the provision of food and/ or beverages at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this contract appears in the DOJ Grants Financial Guide.**
15. **The Contractor shall collect and maintain data that measures the performance and effectiveness of work under the contract. The data shall be provided to CJSAC in a manner (including within the timeframes) specified by CJSAC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.**
16. **The Contractor shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees when developing or delivering any training or training materials generated under this contract.**
17. **The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Contractor organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Contractors that are faith-based or religious organizations. The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page+browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under E-CFR. No part of this requirement shall preclude the inclusion of faith-based organizations in the awarding process.**

18. **The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to an equal employment opportunity program.**
19. **The Contractor at any tier shall comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."**
20. **The Contractor at any tier shall comply with and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as a reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Contractor shall also inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this contract, the Contractor is to contact CJSAC for guidance.**
21. **In general, as a matter of federal law, this contract may not be used, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law. Another federal law generally prohibits this federal contract from being used by the Contractor at any tier to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, contract "subgrant", subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any questions arise as to whether a particular use of federal funds by a Contractor would or might fall within the scope of these prohibitions; the Contractor is to contact CJSAC for guidance. The Contractor may not proceed without the express prior written approval of CJSAC.**
22. **The Contractor at any tier shall comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act associated with the federal award from which this subaward is made, which are incorporated by reference here. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact CJSAC for guidance, and may not proceed without the express prior written approval of CJSAC.**
23. **The Contractor at any tier must refer to CJSAC, and the Department of Justice (DOJ), Office of the Inspector General (OIG), within five (5) days of identifying any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this contract - 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this contract should be reported to CJSAC through the Justice Listens contact page accessible at https://justice.ky.gov/About/justicelistens/Pages/contactjl.aspx, and to OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ/OIG website at https://oig.justice.gov/hotline.**
24. **No Contractor at any tier under this contract, or entity that receives a procurement contract or subcontract with any funds under this contract, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or**

otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by DOJ or CJSAC, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmental information), or any other form issued by a federal department or agency governing nondisclosure of classified information.

a. In accepting this award, the Contractor--

i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of federal contract funds, shall provide prompt written notification to CJSAC and BJA, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by CJSAC and BJA.

b. If the Contractor does or is authorized under this award to make contracts ("subgrants"), procurement contracts, or both--

i. it represents that--

1. it has determined that no other entity that the Contractor's application proposes may or will receive these federal contract funds (whether through a contract ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any contractor, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it shall immediately stop any further obligations of contract funds to or by that entity, shall provide prompt written notification to the Cabinet and BJA, and shall resume (or permit resumption of) such obligations only if expressly authorized to do so by CJSAC and BJA.

25. **The Contractor shall encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees and contractors when operating agency-owned, leased, or personally owned vehicles, pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Contractor at any tier is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the contract and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.**
26. **The Contractor at any tier assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against the Contractor, the Contractor shall forward a copy of the findings to CJSAC within five (5) days of notification, as well as the Office for Civil Rights of OJP.**
27. **The Contractor at any tier authorizes the Justice and Public Safety Cabinet, the U.S. Department of Justice, the Kentucky Auditor of Public Accounts (APA), or the Office**

of the Chief Financial Officer (OCFO) and its representatives access to and the right to examine all records, books, paper, or electronic documents related to the JAG contract.

28. **The Contractor shall not use this Contract to supplant State and local funds that would otherwise be available for the activities under this Contract.**
29. **The Contractor at any tier understands that all contracts funded from OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. Section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The Contractor shall assist the Cabinet in carrying out its responsibilities under NEPA and related laws, if the Contractor plans to use JAG contract funds (directly or through subcontract) to undertake any activity that triggers these requirements, such as renovation or construction. See 28 C.F.R. Part 61, App. D. The Contractor at any tier shall comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this contract.**
30. The Contractor at any tier shall use program income in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures shall be reported in the financial reports in IGX.
31. With respect to any information technology system funded or supported by funds under this award, the Contractor at any tier shall comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Contractor may be fined as per 34 U.S.C.10231(c)-(d). The Contractor may not satisfy such a fine with federal funds.
32. The Contractor at any tier shall comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to the collection, use, and revelation of data or information.
33. Within 120 days of award acceptance, the Contractor at any tier who is a law enforcement task force shall ensure that each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, shall complete required online (internet-based) task force training. Additionally, all future task force members shall complete this training once during the period of performance for this award or once every four years if multiple OJP awards include this requirement.
    The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness and other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient shall compile and maintain a task force personnel roster, along with course completion certificates.
    Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
34. Any law enforcement agency receiving direct or sub-awarded funding from this JAG award shall submit quarterly accountability metrics data related to officer training on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

Criminal Justice Statistical Analysis Center Standard Terms and Conditions:

1. The Contractor shall take reasonable steps to provide meaningful access to their programs and activities for persons with Limited English Proficiency (LEP), in accordance with DOJ, pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d.
2. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet,

Criminal Justice Statistical Analysis Center policies and procedures unless a specific exemption has been granted by Criminal Justice Statistical Analysis Center to the Contractor.

3. Pursuant to 34 USC § 60105, the Death in Custody Act (DCRA), any Contractor state and local law enforcement or correctional agency shall identify all reportable in-custody deaths that occurred in their jurisdictions by notifying the Kentucky Justice and Public Safety Cabinet's Criminal Justice Statistical Analysis Center at JUS.DicraReporting@ky.gov.
4. The Contractor shall receive and engage in any training and technical assistance activities required in writing by CJSAC.
5. The Contractor shall comply with all applicable federal, state, and local laws. Contractor shall also comply with all applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Criminal Justice Statistical Analysis Center policies and procedures unless a specific, written exemption has been granted by the Criminal Justice Statistical Analysis Center to the Contractor.
6. The Contractor and all its subcontractors shall ensure each award is accounted for separately to prevent comingling of funds, which is prohibited. Funds specifically budgeted and/or received for one project may not be used to support another. The Contractor shall maintain an adequate accounting system that allows the Contractor to maintain documentation to support all receipts and expenditures of awarded funds. Furthermore, all financial statements and accounting transactions shall be prepared in accordance with Generally Accepted Accounting Principles.
7. Contractors that are state agencies shall utilize eMARS funding codes approved by CJSAC to ensure proper drawdown and reimbursement of funds. State agencies shall verify their eMARS funding codes with CJSAC staff prior to submission of their first Financial Report.
8. The maximum compensation rate for a consultant under this contract shall be $81.25/hr or $650/day.
9. The Contractor may be required by the State Administering Agency to obtain a surety bond if the approved federal share is greater than $100,000 or if determined to be a high-risk agency. In general, a Contractor may be designated as high-risk if any of the following apply to the Contractor:
    a. Has a history of unsatisfactory performance;
    b. Is not financially stable;
    c. Has a management system that does not meet the standards set forth in 2 C.F.R. Part 200 (Subpart D-Post Federal Award Requirements (Standards for Financial and Program Management));
    d. Has not conformed to the terms and conditions of previous awards; or
    e. Is otherwise not responsible.
10. The Contractor shall comply with the procurement procedures and regulations set forth by the Commonwealth of Kentucky, Finance and Administration Cabinet, https://finance.ky.gov/services/eprocurement/Pages/LawsPrefRegsPolicies.aspx. Note: the Contractor shall follow the most restrictive policy, whether it is the U.S. Department of Justice (if applicable), Commonwealth of Kentucky, or the Contractor's.
11. The Contractor shall commence project activities within sixty (60) days of the approved project start date for the contract, unless otherwise specified in the grant application. If the project is not operational within that time period, written notification shall be submitted to the Cabinet including detailed steps taken to initiate the project, reason(s) for delay, and expected starting time. CJSAC may cancel the project and/or redistribute funds if the project is not implemented within a reasonable timeframe and/or justification is not provided. Any new positions requested in the grant shall be filled within sixty (60) days of the approved project start date for the contract, unless otherwise discussed with CJSAC; failure to do so may result in a decrease in Contract funds.
12. The Contractor shall not make changes to the overall scope of the project without express written prior approval from the Cabinet. However, minor changes to the project and budget adjustments may be requested using the Grant Award Modification (GAM) process. Approval of a GAM shall be obtained prior to any obligation of grant funds not approved in the most current version of the budget. GAMs shall be submitted no less than sixty (60) day prior to end of the Contract period unless otherwise approved by the Cabinet, and retroactive revisions shall

not be approved. The Cabinet shall be notified in writing of all employee changes pertaining to this grant within thirty (30) days of occurrence. A GAM is required to reflect changes in the Contractor Executive Director, Financial Officer, or Project Director designations. The Contractor should note that its Financial Officer cannot be the same person who functions as the Agency Executive Director or Project Director.

13. The Contractor shall maintain time and activity records for all personnel (including volunteers if applicable) assigned to this award. Support shall reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. Where grant recipients work on multiple grant programs or cost activities, documentation shall support a reasonable allocation or distribution of costs among specific activities or cost objectives. Timesheet records shall be signed by the individual and a supervisor with immediate knowledge of the work performed, and records retention requirements shall be followed. Timesheets shall include activity, dates of activity, assigned codes, number of hours worked, name, and signature. An electronic signature is allowable.
14. Unless otherwise approved, the Contractor shall purchase equipment funded with this award within the first four (4) months of the project period. This purchase allows acquisition time and provides eight (8) months to use the equipment.
15. The Contractor shall ensure that any materials resulting from grant-funded project activities, including any websites funded in whole or in part by this contract, shall contain an acknowledgment of support through the use of the following or comparable footnote: "This project was supported by Contract Number (insert current contract number) awarded through the Kentucky Justice and Public Safety Cabinet by the U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/ program/exhibition are those of the author(s) and do not necessarily reflect the views of the Commonwealth of Kentucky, Justice and Public Safety Cabinet or the U.S. Department of Justice."
16. The Contractor shall submit financial and program reports quarterly, as required.
    a. The Contractor shall collect and maintain data that measures the performance and effectiveness of work under this award. The data shall be provided to OJP and CJSAC in the manner (including timeframes) specified by OJP in the program solicitation or other applicable written guidance.
    b. The Contactor's Financial Director or designee shall approve financial reports. Failure to submit financial reports according to the time set forth may result in delays or withholding of funds. Financial reports shall be submitted on a quarterly basis.
    c. Contractors shall submit financial reports to CJSAC that include itemized expenses requested for reimbursement. Invoices and other documentation of award and any required match expenditures shall be submitted with each quarterly financial report, as required. Copies of contracts associated with any expenditures within the contractual services category of the approved budget shall be submitted to CJSAC within ten days of execution. For information on contract assistance, including the type of contract needed and verbiage, may be found at http://www.ojp.gov/funding/pdfs/procurement_procedures.pdf.
    d. If it is determined the Contractor is non-compliant with the DOJ Grants Financial Guide, 2 C.F.R. § 200, or any applicable Commonwealth of Kentucky, Justice and Public Safety Cabinet, Office of Management and Administrative Services, Criminal Justice Statistical Analysis Center policies and procedures at any time throughout the duration of the award, a more stringent review of the Contractor may be undertaken to determine the extent of non-compliance. If at the conclusion of the review, CJSAC staff continue to have concerns, additional corrective action steps may be taken which may include but are not limited to, technical assistance, a corrective action plan, or a formal audit.
    e. The Contractor shall collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim. Contractors shall submit performance reports to both CJSAC and BJA within the identified timeframe above. The BJA Performance Measurement

Tool (PMT) reporting is in addition to the CJSAC *Intelligrants* 10.0 (IGX) progress reporting, but it is due at the same time as CJSAC programmatic reports each quarter. The schedule for filing quarterly reports is as follows:

i. Quarter 1 runs from October 1st – December 31st with reporting due January 15th;
ii. Quarter 2 runs from January 1st – March 31st with reporting due April 15th;
iii. Quarter 3 runs from April 1st – June 30th with reporting due July 15th;
iv. Quarter 4 runs from July 1st – September 30th with reporting due October 15th

17. In addition to JAG Standard Terms and Conditions above, the Contractor shall adhere to the Contractor's own written hiring policies, as well as any statutory or regulatory requirements, when hiring for grant-funded positions.
18. The Contractor shall maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. The Contractor at any tier shall disclose in writing to CJSAC and DOJ any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. Failure to do so may result in withholding of reimbursement, termination of the award, or other appropriate action.
19. **The Contractor shall comply with any additional requirements that may be imposed by CJSAC during the period of performance for this award if the Contractor is designated as "high-risk" either as a result of the CJSAC risk assessment process or for purposes of the DOJ high-risk grantee list.**
20. **Any costs incurred but not liquidated before the end of the project period may be submitted for reimbursement via the submission of a liquidation report within 90 days of the end of the project period.**
21. **The Contractor at any tier understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the Contract, and civil or criminal penalties.**
22. **The Director of CJSAC, upon a finding that there (1) has been substantial failure by the Contractor to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation; (2) has been failure by the Contractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the application; or (3) have been project changes proposed or implemented by the Contractor to the extent that, if originally submitted, the application would not have been selected for funding, may terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.**

Justice and Public Safety Cabinet Terms and Conditions:

1. The Contractor shall comply at all times with all applicable federal, state, and local laws, regulations, executive orders, and attorney general opinions.
2. The Contractor shall comply with all applicable Commonwealth of Kentucky Executive Department policies and procedures, and Commonwealth Office of Technology policies and procedures.
3. The Contractor shall report any and all acts and omissions constituting a violation of applicable federal, state, or local laws, policies and procedures, or this Contract, to the Commonwealth in writing within one business day of the discovery of the violation.
4. To the extent permitted by law, the Contractor shall indemnify and hold harmless the Commonwealth against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the Contractor in connection with performance of this Contract; (2) any and all bad-faith, erroneous, negligent, reckless, and unlawful acts and omissions of the Contractor, its officers, or employees in the performance of this Contract; (3) the Contractor's creation of a hazardous condition or exacerbation of a pre-existing hazardous condition; (4) the Contractor's publication, translation,

reproduction, delivery, performance, use, or disposition, of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth regulations or statutes; (5) the Contractor's employment practices during the term of this Contract; and (6) any failure of the Contractor, its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.

5. Both parties, including any subcontractors or agents of each, shall comply with all applicable state and federal confidentiality laws, including the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, and to protect the security, confidentiality, and integrity of education and health information. The Contractor acknowledges and agrees that the Commonwealth shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief to enforce the requirements of this provision of this Contract.
6. Vendors and other state agencies 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, et seq. ("the Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set for in the Act.

   6.1. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

      6.1.1. An account, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;

      6.1.2. A Social Security number;

      6.1.3. A taxpayer identification number that incorporates a Social Security number;

      6.1.4. A driver's license number, state identification card number, or other individual identification number issued by an agency;

      6.1.5. A passport number or other identification number issued by the United States government; or

      6.1.6. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec. 1232g.

   6.2. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has an agreement or contract with the Commonwealth and receives (accesses, collects, or maintains) personal information from the Commonwealth pursuant to the contract or Contract."

   6.3. The Contractor shall cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

   6.4. The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the Commonwealth, 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) applies and the Contractor abides by the requirements set for in that exception. Notification shall be in writing on a form developed by the Commonwealth Office of Technology

   6.5. The Contractor shall undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

   6.6. Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor shall pay the costs of the notification, investigation, and mitigation of the security breach.

   6.7. 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, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology.
7. The Contractor shall not distribute, divulge, publish, or release any data or information obtained from or owned by the Commonwealth without the prior written approval of the Commonwealth

unless compelled to do so by law or by a judicially signed order from a court of competent jurisdiction. The Contractor acknowledges that it receives the Commonwealth's data or information solely for the purposes of this Contract, and that its receipt of the Commonwealth's data or information in no way creates any ownership interest in the Commonwealth's data or information, unless explicitly provided otherwise within the terms and conditions of this Contract.

8. The Contractor shall ensure that any and all access to Commonwealth data by Contractor personnel is limited to only those Contractor personnel with a necessary and essential purpose to fulfill the terms and conditions within this Contract.
9. The Contractor shall not utilize Commonwealth data for the Contractor's benefit except as contemplated within and pursuant to the terms and conditions of this Contract. The Contractor shall not sell or resell any and all Commonwealth data.
10. The Contractor shall ensure that any and all data transmitted and received on behalf of and as directed by the Commonwealth is transmitted and received only via secure methods and protocols.
11. Upon the expiration of the term of this Contract, unless it is renewed prior to its expiration, the Contractor shall either: (1) return any and all data provided by the Commonwealth, destroy any and all copies of the data in whatever form they occur, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; (2) destroy the data, including any and all copies of the data in whatever form they occur, without returning the data to the Commonwealth, complete the attached Data Destruction Certification, and submit the certificate to the Commonwealth no less than 7 calendar days after expiration of this Contract; or (3) retain the data subject to the terms of this Contract regarding data ownership, privacy, and breach. The Commonwealth retains discretion to choose the option Contractor shall perform. In the event that the Commonwealth has not communicated to the Contractor which option should be followed, the Contractor shall perform the actions listed in option (1).
12. The parties agree that they receive all information communicated between them before the execution of this Contract in strict confidence and that the receiving party, its agents, or employees shall not, without prior written consent of the other party, disclose any such information, subject to Commonwealth of Kentucky and federal disclosure laws.
13. The Contractor shall not represent that a working copy, draft, or the finalized version of this Contract is identical to a previous iteration of this Contract if the Contractor has made edits since the last iteration. The Contractor shall clearly present all edits, either through editing functions in word processing software, or as a list provided contemporaneously with the most recently edited iteration.
14. During the term of this Contract, Contractor shall be authorized in its sole discretion to discipline, terminate, or take any other personnel action against Contractor personnel. Upon communication by Commonwealth of an issue with Contractor personnel, Contractor shall have the sole authority to take action to effect a solution.
15. In no event shall any person or entity be deemed to be a third-party beneficiary of this Contract.
16. The Contractor acknowledges that the Commonwealth may execute Contracts with other vendors for additional or related goods and services that address, interact with, or otherwise regard this Contract. The Contractor shall fully cooperate with such other vendors and vendor personnel, agents, and designees. The Contractor shall not commit any act; allow any omission; or permit its personnel, agents, or designees to commit any act or allow any omission that may interfere with the performance of work by any other vendor or any other vendor's personnel, agents, or designees.
17. Each party shall provide a contact to resolve any and all issues related to this Contract and promptly update the contact information as necessary.
18. All notices under this Contract shall be given in writing. Electronic mail constitutes a writing.
19. No change, waiver, or discharge of any liability or obligation under this Contract on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

20. No party shall assign its respective rights or obligations under this Contract without prior written consent of the other party. Any purported assignment or delegation in violation of this Contract is void.
21. The Contractor agrees that any and all violations of this Contract may result in the immediate termination of this Contract. Unless federal law applies, this Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
22. The parties agree that any claim, action, or lawsuit arising under this Contract must be brought in Franklin County in Frankfort, Kentucky, unless federal law applies, in which case any claim, action, or lawsuit arising under this Contract must be brought in the United States District Court in Lexington, Kentucky.
23. This Contract is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this Contract.
24. Nothing in this Contract shall be deemed to waive, or otherwise limit, the rights, privileges, immunities, including sovereign immunity granted under Kentucky Constitution §§ 230 & 231 and the United States Constitution Eleventh Amendment, and matters of defense now available or hereafter made available to the Commonwealth and/or its officers and employees.
25. If any provision of this Contract is deemed to invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and the Contract as a whole shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability.

Memorandum of Agreement Standard Terms and Conditions
Revised August 2025

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 Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 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.

3.00 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.

4.00 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.

5.00 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).

6.00 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.

7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding $500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.

(b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.

(c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.

(d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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:

	Mayor
Signature	Title
Linda Gorton	
Printed Name	Date

Other Party:

Signature	Title
Printed Name	Date

Approved as to form and legality:

Attorney Signature	Date
Printed Name	

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LFUCG Budget Amendment Request Form

New Window | Help | Personalize Pag

Requester: Moore,Celia E **Date:** 08/28/2025 **Status:** Pending Approval **Amend Nbr:** 13887

Business Unit: LFUCG **Journal Date:** 08/28/2025 **Budget Period:** 2026 **Bid:** ☐ **Admin Review:** ☐

Personnel, Operating & Capital Accounts

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	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505506	5561	96468	Equipment	991.00	TPERKINS	KARMSTRO	

Revenue Accounts

Personalize | Find | View All | First 1 of 1 Last

	Fund	Dept	Section	Account	Description	Amount	Division	Department	Journal ID
1	3140	505506	5561	44010	Intergovernmental - Federal	991.00	TPERKINS	KARMSTRO	

Project/Grant Revenue

Project/Grant Expenditures

Comments:

To budget additional award provided by Ky Justice and Public Safety Cabinet for Street Sales Drug Enforcement Project. for FY 2025 (ST_SALES_2025)

Net Amend Amt: 0.00

Submit for Approval

Save Add

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0836-25

File ID:	0836-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/29/2025
File Name:	Goodwill Second Amendment MOA			**Final Action:**	

Title: Authorization to amend an agreement with Goodwill Industries of Kentucky, Inc. d/b/a Goodwill Kentucky, to extend the period performance through December 31, 2026. The original agreement is to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools. No budgetary impact. (L0836-25)(Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Blue sheet memo Goodwill - HU4H 2nd Amendment, Second Goodwill Amendment HU4H, Goodwill Amendment HU4H 2.3.25.docx, FINAL MOA (Goodwill) 4.1.24 4884-4201-3365 v.1	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Tiffany Masden	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0836-25

Title

Authorization to amend an agreement with Goodwill Industries of Kentucky, Inc. d/b/a Goodwill Kentucky, to extend the period performance through December 31, 2026. The original agreement is to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools. No budgetary impact. (L0836-25)(Lanter)

Summary

Authorization to amend an agreement with Goodwill Industries of Kentucky, Inc. d/b/a Goodwill Kentucky, to extend the period performance through December 31, 2026. The

original agreement is to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools. No budgetary impact. (L0836-25)(Lanter)

Budgetary Implications [select]: NO

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, August 29, 2025

Risk Management: N/A

Fully Budgeted [select]: BA in process

Account Number: 1145-900331-0001-71101

This Fiscal Year Impact:

Annual Impact:

Project:

Activity:

Budget Reference:

Current Balance: $250,000 BA in process

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY &
COMMUNITY DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY AND COMMUNITY DEVELOPMENT

DATE: **August 29, 2025**

SUBJECT: **Second amendment to extend agreement with Goodwill Industries of Kentucky, Inc. through December 31, 2026**

Request: Council authorization to amend an agreement with Goodwill Industries of Kentucky, Inc., d/b/a Goodwill Kentucky, extending the period of performance to December 31, 2026.

Purpose of Request: A Resolution authorizing the Mayor to amend an agreement with Goodwill Industries of Kentucky, Inc. d/b/a Goodwill Kentucky, to provide housing stability services and pay rent assistance on behalf of eligible families referred by the McKinney Vento Homeless Office of Fayette County Public Schools, extending through December 31, 2026.

What is the cost in this budget year and future budget years? $250,000 in FY26

Are the funds budgeted? YES

Account number: n/a

File Number: 0836-25

Director/Commissioner: Lanter

SECOND AMENDMENT TO
MEMORANDUM OF AGREEMENT

THIS SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **GOODWILL INDUSTRIES OF KENTUCKY, INC. D/B/A GOODWILL KENTUCKY** ("Organization"), whose post office address is 2820 West Broadway, Louisville, Kentucky 40211 (collectively known as the "Parties").

RECITALS

WHEREAS, the LFUCG entered into a Memorandum of Agreement, executed on April 23, 2024 (the "Agreement"), to provide funds to Organization to fulfill a public purpose in helping the most vulnerable residents of Lexington, homeless families with children, find long-term housing stability; and

WHEREAS, the Parties entered into a First Amendment to the Memorandum of Agreement (pursuant to Resolution 077-2025) wherein the initial term of the Agreement was extended to December 31, 2025 and the scope of services was revised to include a full-time Career Coach; and

WHEREAS, the parties desire to amend the Agreement, as previously amended, to extend the term of the Agreement to now end on December 31, 2026; and

WHEREAS, the Parties hereby agree to amend the above-referenced term in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 1 of the Agreement to extend the period of performance to December 31, 2026 as follows:

   "This Agreement shall commence on April 1, 2024, and shall last until December 31, 2026, unless terminated by LFUCG at an earlier time."

3. Effect. All other provisions of the Agreement, as previously amended, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

DRAFT

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GOODWILL INDUSTRIES OF KENTUCKY, INC.
D/B/A GOODWILL KENTUCKY

_____
By: Name, Title

ATTEST:

_____ [sign name]
WITNESS: _____ [print name]
DATE:_____

4936-1989-7699, v. 1

DRAFT

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT (the "Amendment"), dated as of _____, 2025, (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A (the "LFUCG"), located at 200 East Main Street, Lexington, Kentucky 40507, and **GOODWILL INDUSTRIES OF KENTUCKY, INC.** ("Organization"), whose post office address is 2820 West Broadway, Louisville, Kentucky 40211 (collectively known as the "Parties").

RECITALS

WHEREAS, the LFUCG entered into a Memorandum of Agreement, executed on April 23, 2024 (the "Agreement"), to provide funds to Organization to fulfill a public purpose in helping the most vulnerable residents of Lexington, homeless families with children, find long-term housing stability; and

WHEREAS, the parties desire to extend the term of the Agreement to now end on December 31, 2025; and

WHEREAS, the Parties also desire to amend the Agreement to revise the Scope of Services to add a full-time Career Coach; and

WHEREAS, the Parties hereby agree to amend the above-referenced term and scope of services in accordance with the terms and conditions of this Amendment.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree to modify the Agreement as follows:

1. Incorporation of Recitals. The above recitals and referenced exhibits are incorporated herein as a part of this Amendment.

2. Section 1. Effective Date; Term. The Parties agree to modify Section 1 of the Agreement to extend the period of performance to December 31, 2025 as follows:

   "This Agreement shall commence on April 1, 2024, and shall last until December 31, 2025, unless terminated by LFUCG at an earlier time."

3. Section 3. Scope of Services. The Parties agree to modify Section 3 of the Agreement to include one full-time career coach as follows:

DRAFT

"Organization shall perform the following services in a timely, workmanlike, and professional manner (the "Services"):

a. Determine eligibility of all families by reviewing and retaining copies of:

    1) leases (signed or unsigned),
    2) approved rental applications,
    3) letters from prospective landlords, or
    4) similar documentation demonstrating the family's eligibility as defined in numbered paragraph two (2).

b. Pay to each Eligible Family's landlord an amount equal to:

    1) the first month's rent, the total amount of which shall include all recurring fees and charges due under the lease but which may not exceed fifty (50) percent of the Eligible Family's gross monthly income, plus
    2) the security deposit, the total amount of which shall not exceed the monthly rent due under the lease.

c. Provide ongoing housing stability services to all Eligible Families, which may include any combination of the following and other similar services typically provided by the Organization that enable households to obtain or maintain stable housing:

    1) housing counseling,
    2) fair housing counseling,
    3) housing navigators that help households access other assistance programs or find housing,
    4) case management related to housing stability,
    5) housing-related services for survivors of domestic abuse or human trafficking, and/or
    6) specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

d. Provide one dedicated Full-Time HU4H Career Coach to ensure sufficient capacity to provide intensive wrap around services and support to prepare all clients for employment with wages high enough to meet the HU4H requirement. The Career Coach shall:
    1) verify that the client's wages are at least 50% of the total ongoing monthly housing costs prior to finalizing the financial request for each client's housing,
    2) help with the sustainability of families in their new housing, and
    3) help resolve any issues the family begins to experience that may escalate to an eviction."

4. Effect. All other provisions of the Agreement, which are not inconsistent with the provisions of this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver, and perform this Amendment, and have executed the same as of the Effective Date written above.

LEXINGTON-FAYETTE
URBAN COUNTY GOVERNMENT

_____
By: Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GOODWILL INDUSTRIES OF KENTUCKY, INC.

_____
By: Name, Title

ATTEST:

_____ [sign name]

WITNESS: _____ [print name]

DATE:_____

4907-6030-4659, v. 1

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement"), made and entered into on the _____ day of April 2024, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **GOODWILL INDUSTRIES OF KENTUCKY, INC.** ("Organization"), whose post office address is 2820 West Broadway, Louisville, Kentucky 40211.

W I T N E S S E T H

WHEREAS, LFUCG seeks to invest in sustainable Housing Stability Services to help the most vulnerable residents of Lexington, who are homeless or at risk of homelessness, find long-term housing stability;

WHEREAS, the Organization, in partnership with Fayette County Public Schools, proposes to pay benefits to all eligible families, who are referred to them by the McKinney Vento Homeless Office of Fayette County Public Schools, to help secure stable housing;

WHEREAS, LFUCG believes that payment of funds to the Organization for this proposal fulfills a public purpose in helping the most vulnerable residents of Lexington, homeless families with children, find long-term housing stability.

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

1. **EFFECTIVE DATE; TERM.** This Agreement shall commence on April 1, 2024, and shall last until June 30, 2025, unless terminated by LFUCG at an earlier time.

2. **ELIGIBILITY CRITERIA.** Eligible families shall be all those: 1) who are referred to the Organization by the McKinney Vento Homeless Office of Fayette County Public Schools; and, 2) who have provided documentation that is reasonably sufficient to determine that the family has been approved for a piece of rental property and that payment of benefits, as specified herein, will allow the family to move in to that rental property ("Eligible Family").

3. **SCOPE OF SERVICES.** Organization shall perform the following services in a timely, workmanlike, and professional manner (the "Services"):

a. Determine eligibility of all families by reviewing and retaining copies of:

1) leases (signed or unsigned),
2) approved rental applications,
3) letters from prospective landlords, or

4) similar documentation demonstrating the family's eligibility as defined in numbered paragraph two (2).

b. Pay to each Eligible Family's landlord an amount equal to:

1) the first month's rent, the total amount of which shall include all recurring fees and charges due under the lease but which may not exceed fifty (50) percent of the Eligible Family's gross monthly income, plus
2) the security deposit, the total amount of which shall not exceed the monthly rent due under the lease.

c. Provide ongoing housing stability services to all Eligible Families, which may include any combination of the following and other similar services typically provided by the Organization that enable households to obtain or maintain stable housing:

1) housing counseling,
2) fair housing counseling,
3) housing navigators that help households access other assistance programs or find housing,
4) case management related to housing stability,
5) housing-related services for survivors of domestic abuse or human trafficking, and/or
6) specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing.

4. **PAYMENT.** LFUCG shall pay Organization a total amount not to exceed Four Hundred Thousand dollars ($400,000.00) ("Total Funds") during the term of the Agreement for the performance of the Services. Further, an amount not to exceed One Hundred Fifty Thousand dollars ($150,000.00) ("FY 24 Award"), which shall be deducted from the Total Funds, shall be available as payment for the Services starting April 1, 2024. No amounts which exceed the FY 24 Award (i.e., $150,000.00) shall be paid to the Organization prior to July 1, 2024. Further, the parties agree that payment of any amounts that exceed the FY 24 Award is contingent upon appropriation by the Lexington-Fayette Urban County Council in Fiscal Year 2025. In the event that the Fiscal Year 2025 funding is reduced or eliminated in LFUCG's final adopted budget, LFUCG shall notify Organization as soon as feasible and will take steps to modify or terminate the remainder of this Agreement.

a. If Organization fails to expend at least fifty (50) percent of the FY 24 Award before June 30, 2024, Organization understands and agrees that LFUCG may: (1) require a performance improvement plan before payment of the balance of the Total Funds; and/or (2) reduce the amount of the Total Funds under this Agreement, in proportion to the amount of the FY 24 Award that Organization failed to expend.

b. Uses of the Total Funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of LFUCG. Absent any additional written agreement stating otherwise, any travel or other expenses are included in the above payment.

5. **UNABLE TO COMPLETE; RETURN OF FUNDS.** If it becomes apparent to Organization that it will be unable to complete the Services either in the manner or for the amount described in this Agreement, then the Organization shall immediately provide written notice to LFUCG with a complete and detailed written explanation of its inability to comply with the terms of the Agreement, any proposed changes, and the reasons for those changes. If the Organization fails to use any amount of funds provided under this Agreement within the term provided above, then the Organization agrees to return the balance of the funds to the LFUCG within thirty (30) days of the termination of this Agreement. The Organization also understands and agrees that this provision shall survive termination of this Agreement.

6. **TERMINATION.** LFUCG, through the Mayor or the Mayor's designee, may terminate this Agreement for any reason whatsoever by providing Organization with at least thirty (30) days advance written notice. Organization shall be entitled for payment of all work performed up to that period of time, calculated on a reasonable basis.

a. In the event of a termination based upon a material condition of non-performance or default by Organization, LFUCG shall provide Organization advance written notice and a reasonable period of time to cure the breach.

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

7. **REPORTING.** By the Tenth of each month, Organization shall provide LFUCG with an activity report summarizing all Services performed during the previous month. Specifically, monthly reports shall provide information on the number of individuals served by the Organization, a reconciliation of costs paid and the remaining balance of the Total Funds, and other such information as required by LFUCG. Reports and updates related to the provisions of the Services shall be in the form and manner reasonably specified by LFUCG.

8. **PRIVACY.** The Organization agrees to establish data privacy and security requirements, to the extent applicable. The Organization must develop and implement written procedures to ensure:

a. All records containing personally identifying information (as defined in the U.S. Department of Housing and Urban Development's standards for participation, data collection, and reporting) of any individual or family who applies for and/or receives rental assistance will be kept secure and confidential;

b. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under this Agreement will not be made public, except with written authorization of the person responsible for the operation of the shelter; and

c. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of LFUCG and/or the Organization, and consistent with state and local laws regarding privacy and obligations of confidentiality.

The confidentiality procedures of Organization must be in writing and must be maintained in accordance with this section. The Organization understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of LFUCG's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9. **REGISTRATION; COMPLIANCE; AUTHORITY TO SIGN.** Organization shall be lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Organization has timely filed federal, state, or local tax forms which shall be provided by Organization on a timely basis. The person signing this Agreement on behalf of Organization is fully authorized to do so.

10. **INSURANCE; INDEMNITY.**

a. At all times relevant to the performance of this Agreement, Organization shall maintain insurance coverages in at least the following amounts, which shall be properly filed and approved by the Kentucky Department of Insurance. Evidence of such coverage shall be made available to LFUCG upon request. General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable) Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

b. Organization shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including

but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Organization's performance of, or breach of this 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 Organization or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG.

c. Organization understands and agrees that its obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at Organization's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld.

d. Organization further understands and agrees that its obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, all environmental cleanups and remediation costs of whatever kind, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Organization and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG.

e. This provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this Agreement.

f. Organization understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Organization in any manner.

11. **RECORDS.** Organization shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by Organization and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of Organization related to this Agreement and shall be made available to LFUCG upon request.

a. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by Organization under this Agreement.

b. Organization understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

12. **ACCESS.** Organization shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

13. **CONTRACTUAL RELATIONSHIP ONLY.** In no event shall the parties be construed, held or become in any way for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.

14. **EQUAL OPPORTUNITY; FAIRNESS ORDINANCE.** Organization shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, (b) promote equal employment through a positive, continuing program of equal employment, and (c) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Organization agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

15. **SEXUAL HARASSMENT.** Organization must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Organization conducts business. The policy shall be made available to LFUCG upon request.

16. **ANNUAL AUDIT.** Organization agrees that all revenue and expenditures related to this Agreement shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not revenue and expenditures during the year audited have conformed to state and local law and regulation. A copy of this audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG each year of the Agreement.

17. **INVESTMENT.** Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

18. **NO ASSIGNMENT.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

19. **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 Organization or LFUCG.

20. **KENTUCKY LAW AND VENUE.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

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

22. **NOTICE.** Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Organization:

_____

_____

_____

_____

For Government:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Jonathan Wright

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

24. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. Notwithstanding the above, this Agreement shall not replace those parts of previous agreements pertaining to the same subject matter which cover previous terms.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

_____
Linda Gorton, Mayor

ATTEST:

_____
Clerk of the Urban County Council

GOODWILL INDUSTRIES OF KENTUCKY, INC.

_____

Title: _____

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me this the _____ day of April, 2024, by _____(name), _____(title) of Goodwill Industries of Kentucky, Inc., on behalf of said corporation.

_____
Notary Public, State At Large, Kentucky

My Commission Expires: _____

Commission Number: _____

4884-4201-3365, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0837-25

File ID:	0837-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	2	**Contract #:**		**In Control:**	Grants and Special Programs
				File Created:	08/29/2025
File Name:	Request Council authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The cost in FY26 is $148,918. The subscription was orig			**Final Action:**	

Title: Authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The subscription was originally purchased in FY23 with the option to renew through FY26. The cost in FY26 is $148,918. Funds are budgeted. (L0837-25)(Neal/Albright)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo TE Streelight Data, LFUCG_Amendment 01 - Unsigned, LFUCG_Subscription Order Form_2022.08.18-STL-Fully Executed, Resolution 418-2024	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Katrina James	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0837-25

Title

Authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The subscription was originally purchased in FY23 with the option to renew through FY26. The cost in FY26 is $148,918. Funds are budgeted. (L0837-25)(Neal/Albright)

Summary

Authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The

subscription was originally purchased in FY23 with the option to renew through FY26. The cost in FY26 is $148,918. Funds are budgeted. (L0837-25)(Neal/Albright)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Todd Henning, 8/18/2025

Risk Management: N/A

Fully Budgeted: Yes

Account Number: 3160-303602-3601-71304

This Fiscal Year Impact: $148,918.00

Annual Impact: $ 148,918.00 for up to one additional year

Project: ITS_CMS_2025

Activity: RENTLEASE_TE

Budget Reference: 2025

Current Balance: $148,918.00

MAYOR LINDA GORTON

LEXINGTON

THERESA REYNOLDS
DIRECTOR
GRANTS & SPECIAL PROGRAMS

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **THERESA REYNOLDS, DIRECTOR**
DIVISION OF GRANTS AND SPECIAL PROGRAMS

DATE: **AUGUST 29, 2025**

SUBJECT: **Authorization to Execute Renewal Agreement Amendment with Streetlight Data, Inc. RFP #11-2022 Transportation Analytics Platform**

Request: Council authorization to renew the data license agreement with Streetlight Data, Inc. to provide an online transportation analytics platform to monitor travel patterns within Fayette County. The cost in FY26 is $148,918. The subscription was originally purchased in FY23 with the option to renew for $148,918 per year through FY26.

Termination Language: The term of agreement is one (1) year unless terminated due to (a) Any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination. (b) Without limiting the general application of Section 9.2 (a), if Streetlight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, Streetlight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, Streetlight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, Streetlight may terminate this Agreement or any Order immediately upon notice to Customer. (c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the Streetlight if Streetlight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

Purpose of Request: The Division of Traffic Engineering along with the Division of Planning and the Lexington Area MPO are tasked with planning for the short and long-term impacts of traffic congestion. This Transportation Analytics Platform will continue to provide employees and consultants working for LFUCG with a powerful tool for traffic monitoring. This amendment reduces multimodal coverage for planning but adds back a near-real-time traffic conditions monitor and a dashboard for citywide speeds.

What is the cost in this budget year and future budget years? Total cost in FY26 is $148,918 and $148,918 for up to one additional year.

Are the funds budgeted? Yes, 3160-303602-3601-71304; ITS_CMS_2025 RENTLEASE_TE

File Number: 0837-25

Director/Commissioner: Neal/Albright

Amendment #1 to StreetLight InSight® Subscription Order Form

THIS AMENDMENT #1 is entered into as of the date of last signature below (the, "Effective Date"), Between:

StreetLight Data, Inc. a Delaware corporation, located at 4 Embarcadero Center, #3800, San Francisco, CA 94105 (hereinafter referred to as "StreetLight") of the First Part	and	**Lexington-Fayette Urban County Government**, Division of Traffic Engineering, located at 101 E. Vine St., Ste. 30, Lexington, Kentucky 40507 (hereinafter referred to as "Customer") of the Second Part

WHEREAS the parties hereto entered into a StreetLight InSight® Subscription Order Form, Effective September 13, 2022, which together with any duly executed amendments shall hereinafter be referred to as the "Agreement";

AND WHEREAS, the parties wish to amend the Agreement as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of September 13, 2025, The Subscription Services Section of the StreetLight InSight® Subscription Order Form is deleted in its entirety and replaced by the following:

Solution Package(s)	Geographical Region	PRICE
Citywide Speeds Dashboard	within the Lexington-Fayette Urban County Government's jurisdiction	$26,518.00
Traffic Monitor		$45,900.00
Transportation Planning		$76,500.00
TAX		$0.00
TOTAL		**$148,918.00**

2. The Product Special Terms Subscription Services Section of the StreetLight InSight® Subscription Order Form is Amended to include the following:

The Citywide Speeds Dashboard Module is be subject to the following additional Terms and Conditions:

A. To the extent permitted by applicable law, Customer disclaim' s Esri liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Citywide Speeds Dashboard Modules.

B. Upon expiration or termination of the Agreement, Customer shall, cease access and use of the Citywide Speeds Dashboard Modules.

C. Customer shall comply fully with all relevant export laws and regulations of the United States, including, but not limited to, the Export Administration Regulations (EAR), including prohibited end users and end uses as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file and https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-supp-4-6/file); International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and to ensure that Esri products, or any direct product thereof, are not exported, reexported, transferred, diverted, used, or accessed, directly or indirectly, in violation of any United States export laws and regulations.

D. Customer shall not use Citywide Speeds Dashboard Modules for any revenue-generating activities.

3. Except as otherwise provided for above, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

StreetLight Data, Inc.	**Lexington-Fayette Urban County Government**
SIGNATURE:	SIGNATURE:
NAME:	NAME: Linda Gorton
TITLE:	TITLE: Mayor
DATE:	DATE:

STREETLIGHT

StreetLight InSight® Subscription Order Form

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

Customer Legal Name:
Lexington-Fayette Urban County Government

Entity Type:
county government

State of Incorporation
KY

Billing Contact Name:
Felicia Arms

Billing Address
Division of Traffic Engineering
101 E. Vine St., Ste. 300
Lexington, Kentucky 40507
United States

Billing Email:
farms@lexingtonky.gov

Main Contact Name:
Jason Allinder

Main Contact Title:
Traffic Signal Systems Mgr.

Main Contact Phone:
(859) 258-3100

Main Contact Email:
jallinde@lexingtonky.gov

Under the terms of the Agreement, accessible attached hereto, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

Subscription Services

INCLUDED	# of Seats	Geographical Region	Price
✓ MULTIMODE (single domain)	50 + 5	Within the LFUCG jurisdiction	$148,918.00
✓ INITIAL TERM DISCOUNT			$-18,918.00
✓ **INITIAL TERM TOTAL**			**$130,000.00**
✓ **RENEWAL TERM TOTAL**			**$148,918.00**

Product Special Terms

Up to 50 Users of Customer, (including employees of the Lexington MPO), and up to 5 Users from Customer's Named Consultants, may create an unlimited number of Zones within the Lexington-Fayette Urban County Government's ("LUFCG") jurisdiction, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Customer Input Files

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.

Delivery

Delivery via StreetLight InSight® Web Application.

STREETLIGHT

Term

As of the Effective Date for an initial term of one (1) year, and shall automatically renew for up to three additional one-year terms, unless either party delivers to the other, not less than ninety (90) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement.

Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT
Silicon Valley Bank
3003 Tasman Drive, Santa Clara, CA 95045
Bank Routing Number: 121140399
Bank Account Name: Streetlight Data, Inc.
Bank Account Number: 3302210206
Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to:
StreetLight Data, Inc.
DEPT CH 17111
Palatine IL 60055-7111

Notices

Any notices under this Agreement will be directed, if to Customer, to the Main Contact listed above, and if to StreetLight, at:

ATTN: Legal Department,
StreetLight Data, Inc.
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.

StreetLight Data, Inc.	**Lexington-Fayette Urban County Government**
SIGNATURE:	SIGNATURE: Linda Gorton
NAME: Aaron Mosc	NAME: Linda Gorton
TITLE: CFO	TITLE: Mayor
DATE: 9/9/22	DATE: 9/13/2022

STREETLIGHT

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this "Agreement") is made as of the Effective Date in the corresponding Subscription Order, (the "Effective Date") by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 677 Harrison Street, San Francisco, California 94107, ("StreetLight") and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an county government organized under the laws of Kentucky with offices at **The Division of Traffic Engineering, 101 E. Vine St., Ste. 300, Lexington, Kentucky 40507**, ("Customer"). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 "Data Products" means StreetLight's proprietary compilations of geospatial materials created from StreetLight's data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

1.2 "Subscribed Output" means the materials generated for Customer as output as specified in a Subscription Order.

1.3 "Subscription" means Customer's access to StreetLight's Data Products and the use of StreetLight's Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 "Subscription Order" or "Order" means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 "User(s)" means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access and use the Data Products and Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement.

StreetLight acknowledges that Customer may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 StreetLight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid, or the maximum amount permitted by law. Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for

all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information, the Data Products, and the Subscribed Output, are owned exclusively by StreetLight. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, StreetLight reserves all rights in the Data Products and Subscribed Output and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, "Representative" means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) *[Intentionally Deleted]*

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) StreetLight's infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight's breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand ("Claim") or in StreetLight's reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of Kentucky, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege

hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

RESOLUTION NO. 418 - 2024

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO RENEW THE DATA LICENSE AGREEMENT WITH STREETLIGHT DATA, INC. (PURSUANT TO RFP #11-2022), TO PROVIDE AN ONLINE TRANSPORTATION ANALYTICS PLATFORM TO MONITOR MULTIMODAL TRAVEL WITHIN FAYETTE AND JESSAMINE COUNTIES, AT A COST NOT TO EXCEED $148,918.00 IN FY 2025.

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 renew the Data License Agreement which is attached hereto and incorporated herein by reference, with Streetlight Data, Inc. (pursuant to RFP #11-2022), to provide an online transportation analytics platform to monitor multimodal travel within Fayette and Jessamine Counties, at a cost not to exceed $148,918.00 in FY 2025.

Section 2 – That an amount, not to exceed the sum of $148,918.00, be and hereby is approved for payment to Streetlight Data, Inc. from account # 3160-303602-71304, 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: August 29, 2024

Linda Gorton
MAYOR

ATTEST:

CLERK OF URBAN COUNTY COUNCIL
0764-24:ANB:4880-5894-4472, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0838-25

File ID:	0838-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/29/2025
File Name:	OHPI - 2025-26 Winter Shelter Infrastructure			**Final Action:**	

Title: Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, to provide rental, installation, and removal of structures at 1306 Versailles Road to be utilized for a temporary winter weather shelter for persons experiencing homelessness to operate between November 1, 2025, and April 1, 2026, at a total cost not to exceed $688,824. Partial funds budgeted and budget amendment in process. (L0838-25) (Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo-OHPI 2025-26 Winter Shelter Infrastructure, Hope Village 2025 - Initial Design Proposal, Sole Source - Emergency Disaster Services, LFUCG 2025 Infrastructure EDS Contract - DRAFT	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0838-25

Title

Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, to provide rental, installation, and removal of structures at 1306 Versailles Road to be utilized for a temporary winter weather shelter for persons experiencing homelessness to operate between November 1, 2025, and April 1,

2026, at a total cost not to exceed $688,824. Partial funds budgeted and budget amendment in process. (L0838-25)(Herron/Lanter)

Summary

Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, to provide rental, installation, and removal of structures at 1306 Versailles Road to be utilized for a temporary winter weather shelter for persons experiencing homelessness to operate between November 1, 2025, and April 1, 2026, at a total cost not to exceed $688,824. Partial funds budgeted and budget amendment in process. (L0838-25)(Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 8/25/2025

Risk Management: Yes, Completed Mike Skidmore, 8/25/2025

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: $688,824.00

Annual Impact: $0

Project: N/A

Activity: N/A

Budget Reference:

Current Balance: $3,452,705.69

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **August 29, 2025**

SUBJECT: **2025-26 Winter Weather Shelter Infrastructure**

Request: Council authorization to execute Agreement with EDS Holdco, LLC. to provide rental, installation, and removal of structures at 1306 Versailles Road to be utilized for a temporary winter emergency shelter for persons experiencing homelessness to operate between November 1, 2025, and April 1, 2026, at a total cost not to exceed $688,824.

Purpose of Request: Each year, Lexington sees a need for temporary expansion of its emergency shelter bed inventory to ensure availability of shelter to persons experiencing homelessness during the winter months. Adverse weather conditions result in persons seeking shelter who ordinarily may not do so. Lexington's homeless response system, as outlined in the recently completed shelter study, lacks the year round beds to adequately shelter all persons in need during inclement weather and extreme temperatures Therefore, a seasonal surge in capacity is required.

Emergency Disaster Services is a company with widespread experience and expertise in the construction and operation of temporary shelters for the purposes of serving those experiencing homelessness and/or natural disasters. The Office of Homelessness Prevention and Intervention seeks to enter into an agreement with EDS to provide the rental of needed structures for the construction of a temporary winter shelter, including installation and removal.

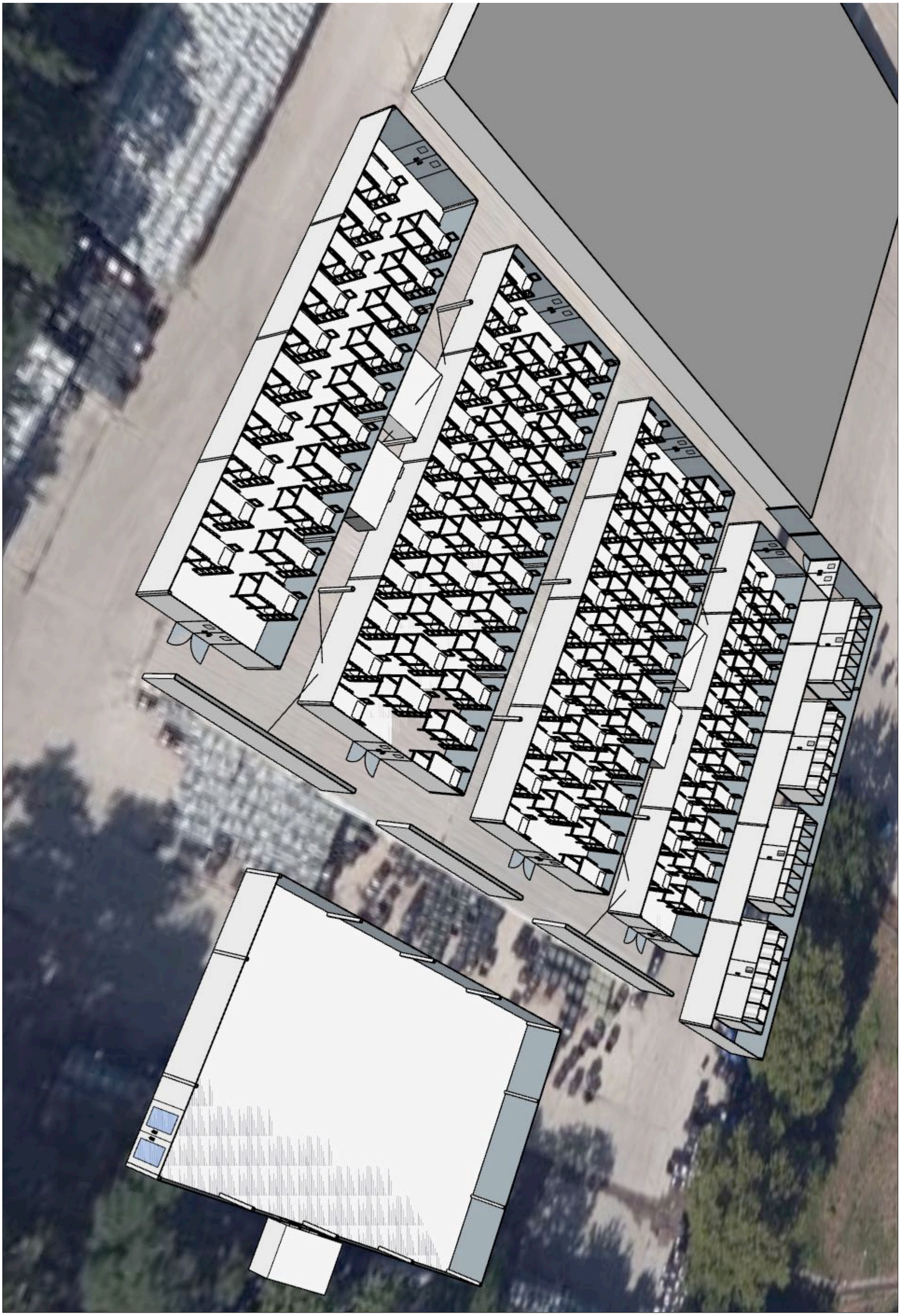
The temporary winter shelter will operate between November 1, 2025, and April 1, 2026. The shelter can accommodate up to 216 adult men and women and includes: housing structures, multi-use structures, hygiene facilities, walkway connectors, HVAC services, restroom facilities, shower facilities, bunk beds, interior lighting, and exterior lighting.

What is the Cost in this budget year and future budget years? Cost in FY26 is $688,824.
The cost for future FY27 is: $0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0838-25

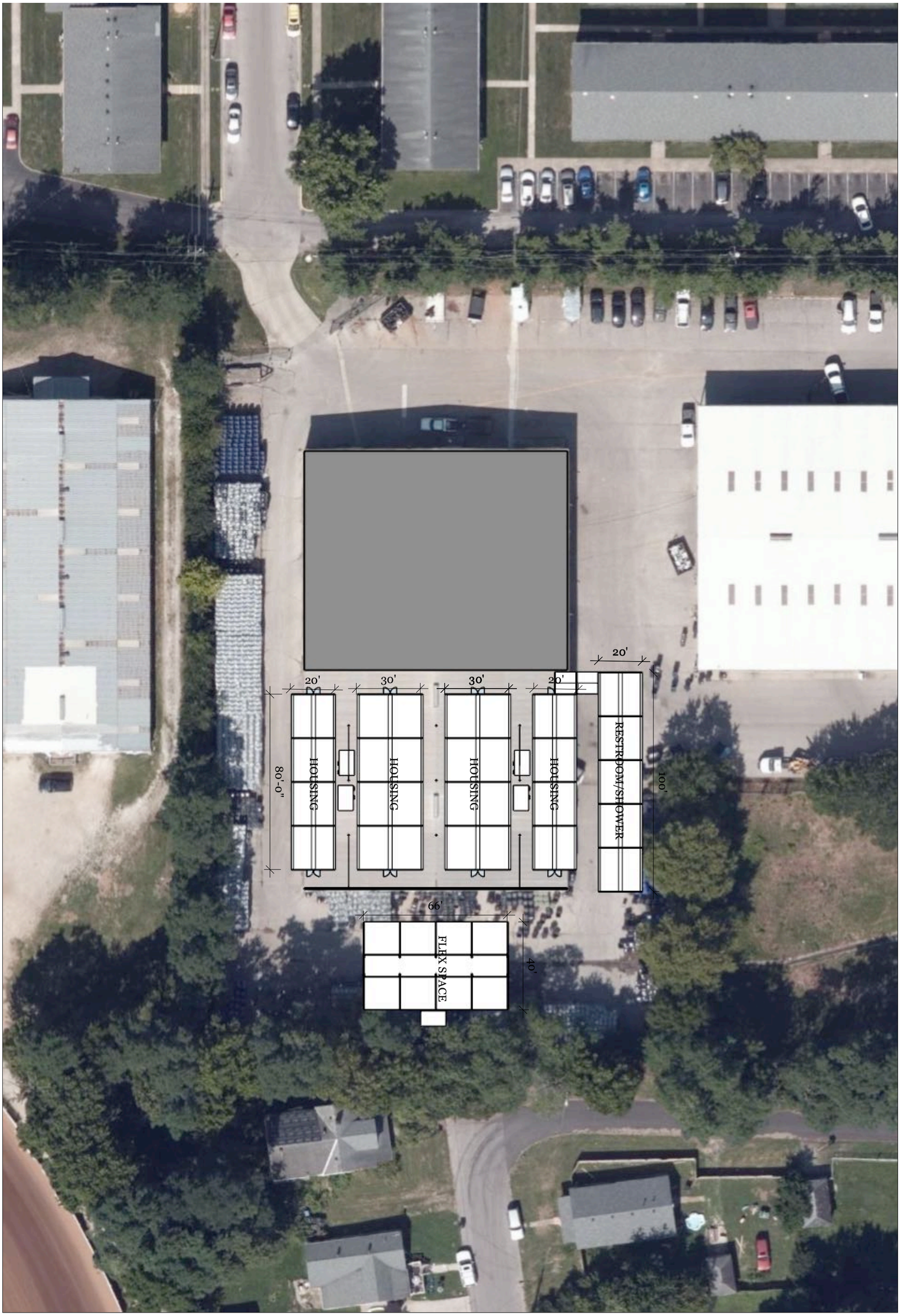
Director/Commissioner: Herron/Lanter



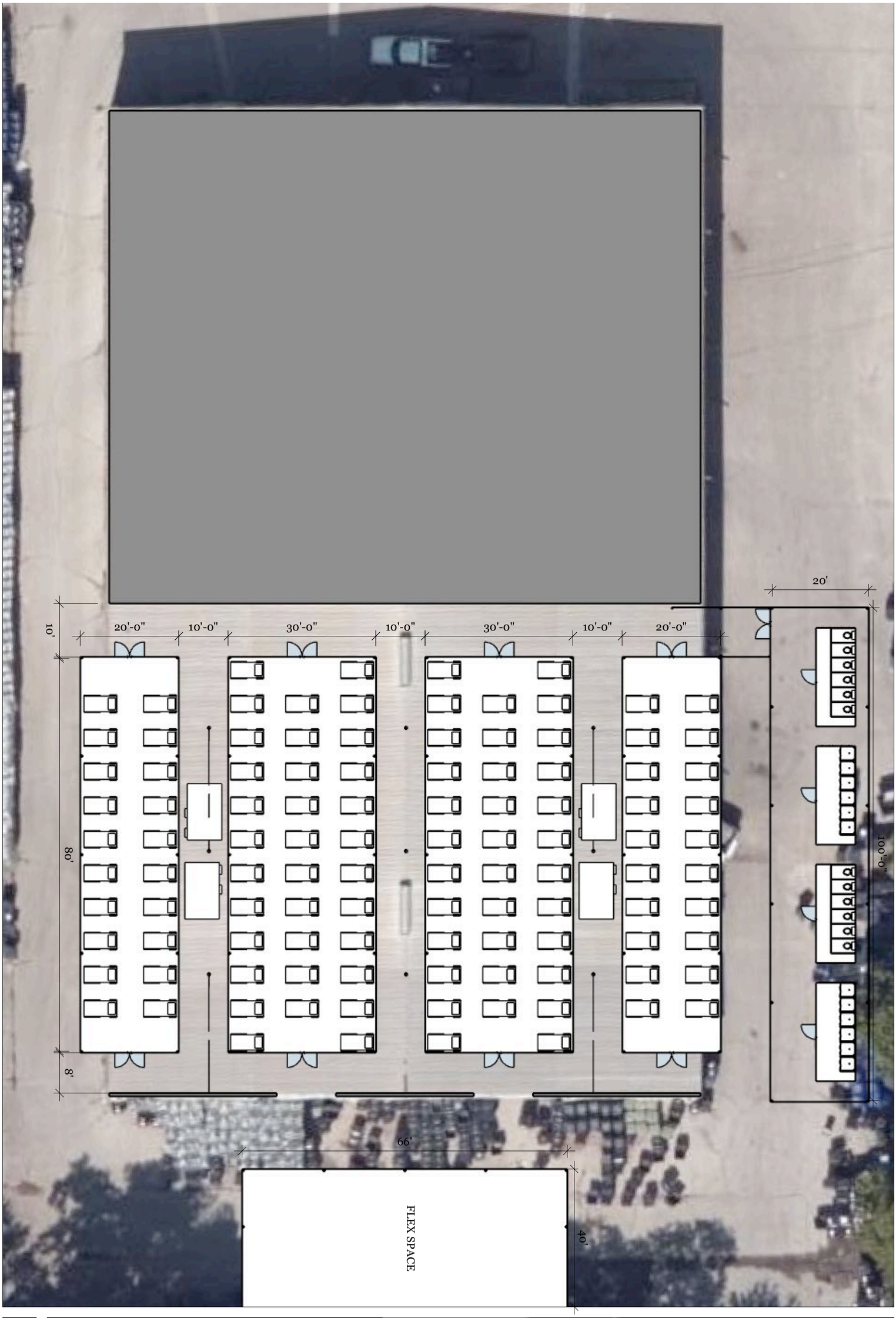
Hope Village 2025

EDS Emergency Disaster Services

July 18, 2025



A 01	Site Plan	EDS Emergency Disaster Services	
		Hope Village 2025	July 18, 2025



A 02	Plan	EDS Emergency Disaster Services	
		Hope Village 2025	July 18, 2025

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,500-$10,000), formal quotes ($10,001 - $39,999.99), or formal bid ($40,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $40,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Jeff Herron Division/Dept Office of Homelessness

Phone 859-280-8274 Email jherron@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ■ Services

Cost: $2,470,824.00

Sole Source Request for the Purchase of: Site Site-Up and Operations of temporary winter emergency shelter

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

Vendor Information

Business Name Emergency Disaster Services

Contact Name Carter Schumacher

Address 1385 Pridemore Court, Lexington, KY 40505

Phone 859-255-0717 Email carter@edsteam.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

LFUCG is seeking site prep and set up of an temporary winter emergency shelter for persons experiencing homelessness. In addition to site setup, LFUCG seeks an operator for the shelter. LFUCG was unable to identify any partner agencies capable or willing to fill this role. Also, EDS can provide all needed services via 1 vendor contract.

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

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

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

■ Uniqueness of the service. Describe.

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

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

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

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

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

LFUCG outreach to nuermous organizations, who declined to operate a winter shelter program. EDS is a company utilized nationally with a speciality in the construction, operation, and breakdown of temporary shelters. They can also provide an all-inclusive service that prevents LFUCG from having to generate numerous vendor agreements.

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

Price was compared to previous winter shelter initiatives, including the 2023-24 shelter operated by the Hope Center; Hope Center used EDS for their structures/sitework

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

Utilizing one vendor allows LFUCG to decrease administrative burdens and to obtain competitive pricing for an all-inclusive shelter package

Contract of Services

Event Date: 11/10/2025

LFUCG Winter Project 2025

Client/Organization	Lexington Fayette Urbon County Govt	Event Date	11/10/2025 (Mon)
Address	200 E Main Street	Event Name	LFUCG Winter Project 2025
City, St/Prov Postal	Lexington, KY 40507	Guests	216 (Gtd)
Telephone	(859) 684-2434	Booking Contact	Lantern, Charlie
Sales Rep	Carter Schumacher	Booking Email	

Site Location:
LFUCG-TBD
Versailles Road
Lexington, KY

SERVICES

Food/Service Items	Price	Qty	Total
EDS Services			
HOUSING PACKAGE TO INCLUDE:			
Clearspan Structure/Housing		8000	
Clearspan Structure/Multi-Use		2640	
Clearspan Structure/Hygiene		2000	
Clearspan Structure/Walkway Connector(s)			
HVAC Services		6	
Restroom Facilities		2	
Shower Facilities		2	
Bunk Beds (Double Stacked)		108	
Interior Lighting		5	
Exterior Lighting		5	
TOTAL HOUSING PACKAGE COST (5 Month Minimum (150 Days), 216 Persons/Day/Month Minimum)	21.26	32400	688,824.00

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ADDITIONAL AGREEMENT TERMS:

Pricing is based on a minimum of Five (5) Months or (150) Days, 216 Persons Daily Per month.

Client is responsible for all liscensing, permitting and under ground temporary utilities.

Client to list EDS HoldCo, LLC as an additional insured. Additional insurance clarification to be amended prior to operation.

Client is responsible for all water, sewer and electrical services including distribution to EDS Equipment.

EDS will coordinate all necessary propane/fuel services to be invoiced directly to the client.

Subtotal	688,824.00	Paid	0.00
Taxes (6%)	0.00	Balance	688,824.00
Total Value	688,824.00		

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Signature: _____ Date:_____
Lexington Fayette Urbon County Govt

Now therefore in consideration of the payments, terms and conditions herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound EDS and Lexington Fayette Urbon County Govt do hereby agree as follows:

Whereas EDS provides base camp support services in a variety of configurations and equipment rental with full service;

1. Rental of Equipment EDS hereby leases or rents to Lexington Fayette Urbon County Govt, and Lexington Fayette Urbon County Govt hereby leases or rents from EDS, the Equipment or provides services as listed above, and incorporated by this reference (together with all replacement parts, repairs, additions, and accessories, the Equipment) upon the terms conditions more particularly set forth herein. The parties understand and agree that the equipment listed represents a complete list of all equipment leased pursuant to this agreement. All other equipment needed in connection with Clients anticipated use of the equipment, including but not limited to the items listed, shall be the sole responsibility of the client.

Should Client contract with EDS for "Turn Key" options, such options are subject to a minimum guarantee of three (3) days of service.

All invoicing/billing/first day of service will begin in full within twelve (12) hours of a Notice to Proceed being issued by client.

Billing will be based on the guarantee provided in the Notice to Proceed or the actual number serviced on site, whichever is greater. Client/Customer is responsible for replacement cost on all lost or unreturned items.

PLEASE NOTE THE FOLLOWING IS NOT INCLUDED IN BASE CAMP/STAGING SITE PRICING: SLEEPING KITS, POTABLE WATER, WASTE REMOVAL, FUEL.

DRAFT

Fuel
Fuel is not included in any pricing package and will be invoiced at current market cost plus 20 percent.

Sleep Kits
Sleep kits will be invoiced at $65.00 each, are non returnable.

Laundry
Wash and Fold laundry service will be made available after the 3rd day of service. Laundry pricing only includes laundry unit, equipment and staffing. Actual wash and fold will be invoiced at $3.50 per pound with a daily minimum guarantee set forth in contract agreement. .

2. Set Up and Installation of Equipment: EDS shall deliver the Equipment to Client as specified within this agreement and shall promptly commence the work. EDS expects immediate access to the site, destination, area of work to be performed to be immediately accessible upon arrival. Should EDS not have immediate access, Client will be subject to any and all "holdover" expenses EDS should incur.

Client shall be responsible for all inspections, permits and fees associated with installation, operation or removal of the Equipment. Client shall be solely responsible for and shall reimburse EDS for any and all additional expenses it may incur in altering or improving the Equipment to comply with any requirements of or regulations promulgated pursuant to the Americans with Disabilities Act.

Upon EDS's completion of the Set-Up and Installation, it shall promptly notify Client that the Equipment is available for inspection and utilization. .

3. Title to and Status of Equipment. The Equipment is, and shall at all times remain, EDS 's property, and Client shall have no right, title, or interest therein, except as herein set forth, and no right to purchase or otherwise acquire title to or ownership of any of the Equipment.
Client shall at its expense protect and defend EDS's title against all person claiming against or through Client, The Equipment is and shall at all times be and remain, personal property notwithstanding that Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or improvements thereon.

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4. Use of and care for the Equipment Client shall us the Equipment in compliance with all laws and regulation and in compliance with any instructions or manuals provided by EDS or by the manufacturer of any component of the Equipment . After the Equipment Delivery, Client, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order. In the event any repair of or maintained to the Equipment is required after Equipment delivery, Client shall be solely responsible for such cost and expense and shall immediately become EDS's property and part of the Equipment. Client shall not make additions to or modifications of the Equipment without the prior written consent of EDS, and the parties agree that any such additions or modifications shall become EDS's property and part of the Equipment. The Equipment shall not be removed from the location of delivery and acceptance without EDS's written consent.

5. Disclaimer of Warranties and Limitation of Damage. EDS MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS FOR PARTICULAR PURPOSE. MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT. After the Equipment is delivered, EDS shall not be liable for any loss, claim, demand, liability, cost, damage, or injury caused directly or indirectly by the Equipment, by any inadequacy of the Equipment for any purpose, by any defect in the Equipment, by the use or maintenance of the Equipment, by any repairs, servicing, or adjustments to the Equipment, or by any interruption or loss of services or use of Equipment. In no event shall either party be liable for any incidental or consequential damages in connection with the lease of the equipment to Client or in connection with any use of the Equipment.

6. No Sublease or Assignment. Client shall have no right to assign the lease of the Equipment under this Agreement, nor to sublet or license to use the Equipment or any part thereof without prior written consent of EDS. Any assignment, subletting, or license made or granted without the prior written consent of EDS, or any assignment or subletting by operation of law, shall be void and EDS may, at its option, terminate this Agreement in such event. Regardless of whether EDS shall consent to the assignment or subletting of the lease of Equipment, Client shall remain liable for the payment of Rent in accordance with the terms of this Agreement.

7. Risk of Loss. After the Equipment Delivery, Client shall bear all risks of loss and damage to the Equipment from any cause until the expiration of the term of this Agreement. In the event of loss or damage to the Equipment, Client, at EDS's option, shall: (a) place the damaged Equipment in good repair, condition and working order: (b) replace the lost or damaged Equipment with like Equipment in good repair, condition, and working order and transfer the same to EDS by documentation reasonably satisfactory to counsel for EDS, free and clear of any and all liens and encumbrances; or (c) pay to EDS the then unpaid balance of the aggregate Rent under this Agreement plus fair market value of EDS's interest in the Equipment prior to the loss as determined by a qualified appraiser of the Equipment to be selected by EDS. In the event of loss or damage to the Equipment, Client shall promptly notify EDS.

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8. Insurance. Client shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in the amount not less than $5,000,000, with loss payable to EDS. Client shall also carry public liability insurance in the amount of not less than $5,000,000 per occurrence, with EDS included as an additional insured, primary and non contributory. There shall also be waiver of subrogation endorsement in favor of EDS. Such liability insurance shall insure both Client and EDS as an additional insured for insured liability assumed by Client in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of EDS. If Client fails to provide such insurance coverage, EDS may pursue remedies provided this Agreement. Client shall have workers compensation with employers liability limits of no less than $5 million dollars. At the request of EDS, Client shall furnish and submit proof of such insurance in the form of a current certificate of insurance upon the signing of this agreement.

9. Indemnification. Client shall indemnify and hold EDS harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from Clients residents, or habitants, or Client's possession, use, or operation of the Equipment, from any damage occurring to property, including but not limited to sidewalks, curbs, or grass as a result of the delivery or removal of the Equipment, and from and land restoration necessitated by the delivery or removal of the Equipment; provided, however that this indemnity will not apply to any liability arising from the negligence of EDS (except to the extent that joint liability is involved, in which event this indemnification provided in the Agreement will extend to any finding of the comparative negligence or contributory negligence attributable to the other party).

10. Removal of the Equipment and Cleaning Charges. Upon expiration or earlier termination of this Agreement as to any Equipment, EDS shall have the right to remove the Equipment. EDS shall not be liable to Client or any third party for any damage occurring to property, including but not limited to sidewalks, curbs, or grass, as a result of the removal of the Equipment, and Client agrees that it shall be solely responsible for any land restoration costs necessitated by the removal of the Equipment; provided, however, EDS shall be liable for any such damage resulting from the negligence of EDS. Upon expiration or earlier termination of this Agreement, the

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Equipment shall be immediately available for removal in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof only excepted. The Equipment shall be clean and free of all waste, unless the Client has contracted with EDS to provide these services. Client agrees that it shall be solely responsible for and shall reimburse EDS for any and all additional expenses EDS may incur in the event EDS is required to clean or repair the Equipment to return it to a state of good repair, condition and working order after its removal. The parties further agree that EDS shall charge such additional cleaning and repair services at $100.00 per hour.

Default and Remedies. Each of the following shall constitute a default under this Agreement: (a) any failure by Client to make any payment when due under this Agreement; (b) any failure of EDS to timely make the Equipment Delivery; (c) any breach by either party of any of the terms or conditions of this Agreement; (d) the bankruptcy or insolvency of either party; (e) the appointment of receiver for any part of either right to retain and use the Equipment shall terminate and EDS shall be authorized and empowered to enter any place where the Equipment many be found to take possession and remove the Equipment. The rights and remedies provided in this Agreement are cumulative and are in addition to and not substitution for any other rights and remedies available to either party at law or in equity or otherwise.

Notices. Service of all notices under this Agreement shall be in writing and shall be sufficient if mailed to the party involved at its respective address set forth above, or at any other address EDS as said party may provide in writing from time to time. Notice mailed to such address shall be effective when deposited in a United States mail depository duly address EDS and with postage prepaid.

Captions. Caption in this Agreement are for convenience only, and are not intended to be used in construction or interpretation of the Agreement.

Force Majeure. EDS shall incur no liability to Client for failure to supply and Equipment as provided under this Agreement if prevented from doing so by war, fire, governmental regulation or restrictions, labor dispute, accident, Acts of God, or any other causes beyond its control.

Entire Agreement and Modification. The parties understand that the consideration expressed herein is the sole and only consideration for this Agreement, and there are no representations, agreements or promises to do any act of thing not set forth in this Agreement. This Agreement constitutes the entire agreement among the parties concerning the matters set forth herein, supersedes any and all prior agreements between them concerning the matters set forth herein, and merges herein all prior statements and actions. This Agreement may not be modified or amended except by a writing signed by all of the parties.

DRAFT

Non-waiver. No delay or failure of EDS of Client to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. A waiver of default shall not be a waiver of any other or subsequent default.

Governing Law. This Agreement shall be construed in accordance with and governed by the law of the Commonwealth of Kentucky.

Jurisdiction. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the Commonwealth of Kentucky, County of Fayette, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Kentucky, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or thereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in a such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of knowing, voluntary and bargaining agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

Attorney's Fees. If any proceeding of any nature is instituted in connection with any controversy or dispute arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal costs to the fullest extent allowed by the laws of the Commonwealth of Kentucky.

Severability. The parties agree that if any term of this Agreement is held by a Court to be unenforceable, the remaining promises of the Agreement shall still be valid and enforceable by the parties.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Binding Effect. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

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successors and assigns.

I have read and agree to all terms and conditions set forth in this agreement.

SIGNATURE:: _____
Lexington Fayette Urbon County Govt

DATE: _____

Please remit the "Total Balance Due" upon receipt
The Event Number in the top right hand corner shall serve as your invoice number for reference.

Address all correspondences to
Emergency Disaster Services
1385 Pridemore Court, Lexington, Kentucky 40505.
Thank you for this opportunity to serve you.

For questions regarding this invoice please contact Abigail Dobson at abbyd@edsteam.com

DRAFT

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(859) 255-0717 • www.emergencydisasterservices.com

Lexington-Fayette Urban County Government

Master

200 E. Main St
Lexington, KY 40507

File Number: 0839-25

File ID:	0839-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Housing Advocacy & Community Development
				File Created:	08/29/2025
File Name:	OHPI - 2025-26 Winter Shelter Operations			**Final Action:**	

Title: Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, for the operation of a temporary winter emergency shelter serving persons experiencing homelessness, located at 1306 Versailles Road, between November 1, 2025, and April 1, 2026, at a total cost not to exceed $1,782,000.00. Partial funds budgeted and budget amendment in process. (L0839-25)(Herron/Lanter)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	26-Blue Sheet Memo-OHPI 2025-26 Winter Shelter Operations, Sole Source - Emergency Disaster Services, Hope Village 2025 - Initial Design Proposal, LFUCG 2025 MISC. EDS Contract - DRAFT	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Jeff Herron	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0839-25

Title

Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, for the operation of a temporary winter emergency shelter serving persons experiencing homelessness, located at 1306 Versailles Road, between November 1, 2025, and April 1, 2026, at a total cost not to exceed $1,782,000.00. Partial funds budgeted and budget amendment in process. (L0839-25)

(Herron/Lanter)

Summary

Authorization to execute an agreement with EDS Holdco, LLC., the final form of which shall be subject to the approval of the Department of Housing Advocacy and Community Development and the Department of Law, for the operation of a temporary winter emergency shelter serving persons experiencing homelessness, located at 1306 Versailles Road, between November 1, 2025, and April 1, 2026, at a total cost not to exceed $1,782,000.00. Partial funds budgeted and budget amendment in process. (L0839-25) (Herron/Lanter)

Budgetary Implications: Yes

Advance Document Review:

Law: Yes, Completed by Tiffany Holskey, 8/25/2025

Risk Management: Yes, Completed Mike Skidmore, 8/25/2025

Fully Budgeted: Yes

Account Number: 1145-155003-0001-78112

This Fiscal Year Impact: $1,782,000.00

Annual Impact: $0

Project: N/A

Activity: N/A

Budget Reference:

Current Balance: $3,452,705.69

MAYOR LINDA GORTON

LEXINGTON

CHARLIE LANTER
COMMISSIONER
HOUSING ADVOCACY & COMMUNITY
DEVELOPMENT

TO: **LINDA GORTON, MAYOR**
URBAN COUNTY COUNCIL

FROM: **CHARLIE LANTER, COMMISSIONER**
DEPARTMENT OF HOUSING ADVOCACY & COMMUNTIY DEVELOPMENT

DATE: **August 29, 2025**

SUBJECT: **2025-26 Winter Weather Shelter Infrastructure**

Request: Council authorization to execute Agreement with EDS Holdco, LLC. For the operation of a temporary winter emergency shelter at 1306 Versailles Road for persons experiencing homelessness to operate between November 1, 2025, and April 1, 2026, at a total cost not to exceed $1,782,000.00.

Purpose of Request: Each year, Lexington sees a need for temporary expansion of its emergency shelter bed inventory to ensure availability of shelter to persons experiencing homelessness during the winter months. Adverse weather conditions result in persons seeking shelter who ordinarily may not do so. Lexington's homeless response system, as outlined in the recently completed shelter study, lacks the year round beds to adequately shelter all persons in need during inclement weather and extreme temperatures Therefore, a seasonal surge in capacity is required.

Emergency Disaster Services is a company with widespread experience and expertise in the construction and operation of temporary shelters for the purposes of serving those experiencing homelessness and/or natural disasters. The Office of Homelessness Prevention and Intervention seeks to enter into an agreement with EDS to provide "turn key" operation of its 2025-26 winter emergency shelter.

The temporary winter shelter will operate between November 1, 2025, and April 1, 2026. Operation by EDS will include: three meals daily (hot breakfast, cold lunch, hot dinner, standard beverage service), 24/7 security guard service, medical services, janitorial services, onsite management, intake/administration, and general management. The shelter can accommodate up to 216 adult men and women.

What is the Cost in this budget year and future budget years? Cost in FY26 is $1,782,000
The cost for future FY27 is: $0

Are the funds budgeted? Yes
Account number: 1145-155003-0001-78112

File Number: 0839-25

Director/Commissioner: Herron/Lanter

200 East Main St., Lexington, KY 40507 / 859.258.3070 Phone / 859.258.3081 Fax / lexingtonky.gov

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

This form must be filled out for the request to purchase any good or non-professional service that requires a competitive procurement process (informal quotes ($2,500-$10,000), formal quotes ($10,001 - $39,999.99), or formal bid ($40,000 or more) as defined in the LFUCG's Purchasing Manual. This form must be completed in its entirety and attached to the purchase requisition.

Note: Sole Source Purchase requests for goods exceeding $40,000 will require approval by the Urban County Council by submitting an Administrative Review Form. A copy of this form must be signed off by Central Purchasing and attached to the Administrative Review Form.

Requesting Division

Name Jeff Herron Division/Dept Office of Homelessness

Phone 859-280-8274 Email jherron@lexingtonky.gov

Type of Purchase: ☐ Goods/Materials/Equipment ■ Services

Cost: $2,470,824.00

Sole Source Request for the Purchase of: Site Site-Up and Operations of temporary winter emergency shelter

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

Vendor Information

Business Name Emergency Disaster Services

Contact Name Carter Schumacher

Address 1385 Pridemore Court, Lexington, KY 40505

Phone 859-255-0717 Email carter@edsteam.com

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

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

LFUCG is seeking site prep and set up of an temporary winter emergency shelter for persons experiencing homelessness. In addition to site setup, LFUCG seeks an operator for the shelter. LFUCG was unable to identify any partner agencies capable or willing to fill this role. Also, EDS can provide all needed services via 1 vendor contract.

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

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

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

■ Uniqueness of the service. Describe.

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

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

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

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

JUSTIFICATION FOR SOLE SOURCE CERTIFICATION

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

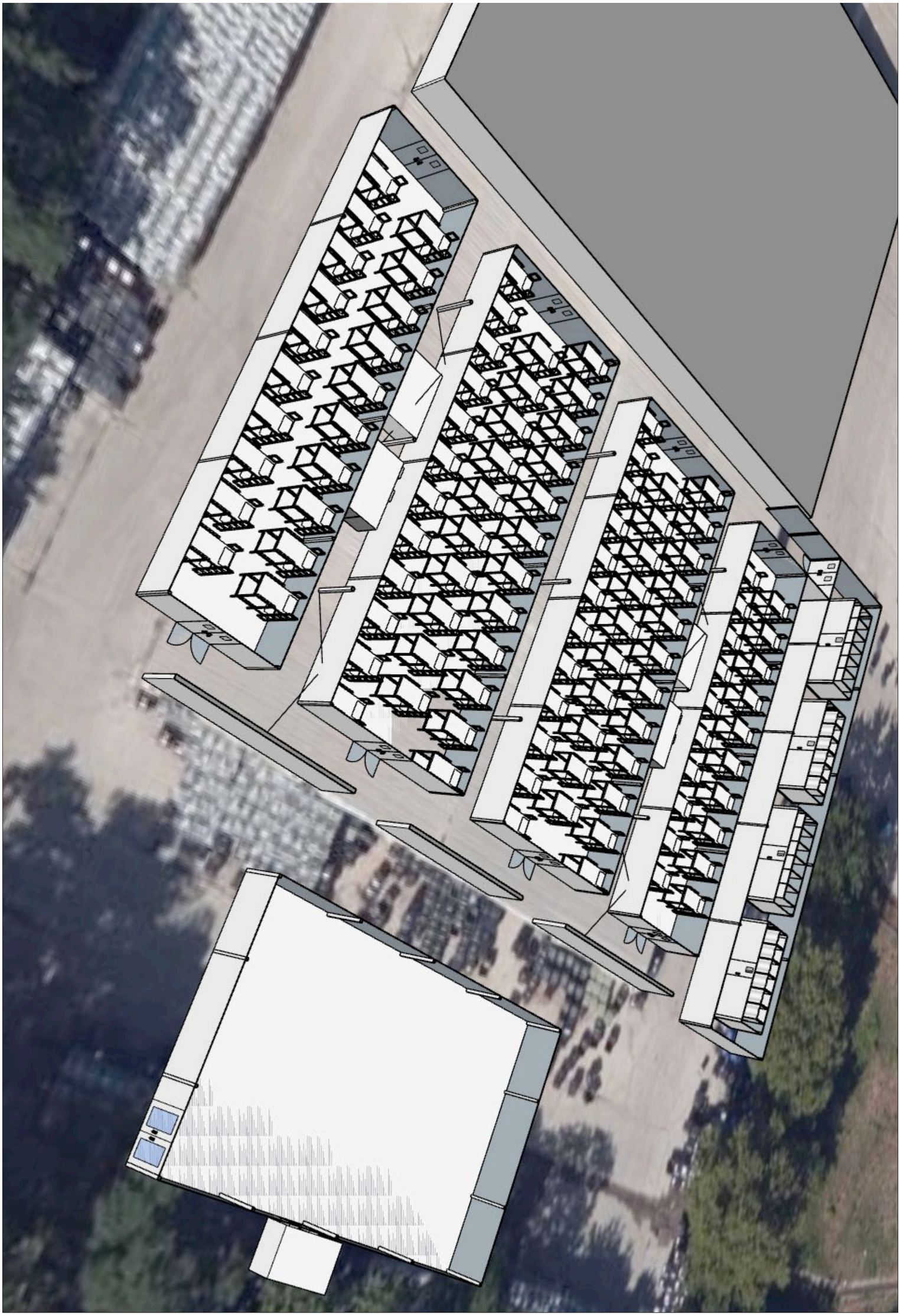
LFUCG outreach to nuermous organizations, who declined to operate a winter shelter program. EDS is a company utilized nationally with a speciality in the construction, operation, and breakdown of temporary shelters. They can also provide an all-inclusive service that prevents LFUCG from having to generate numerous vendor agreements.

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

Price was compared to previous winter shelter initiatives, including the 2023-24 shelter operated by the Hope Center; Hope Center used EDS for their structures/sitework

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

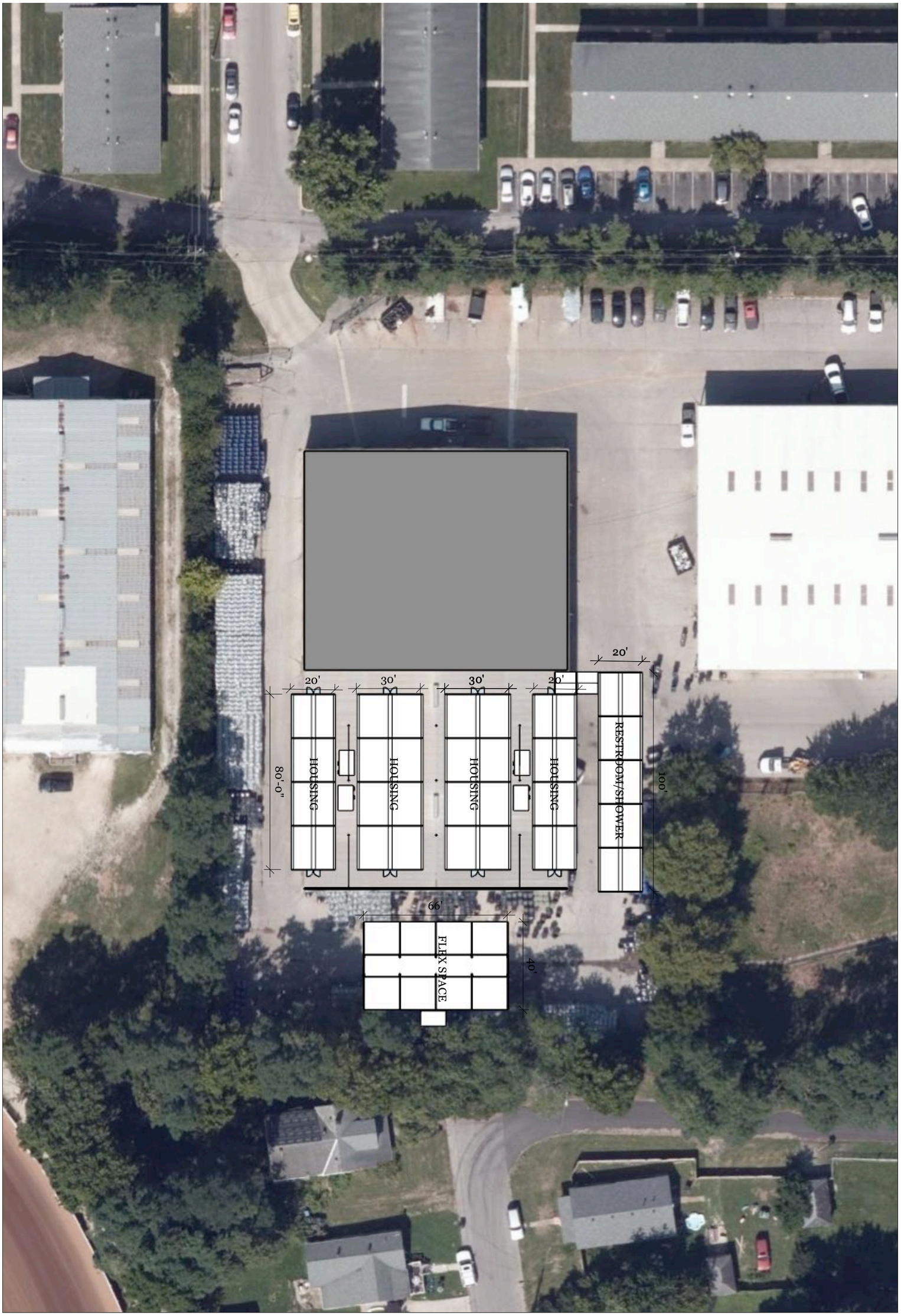
Utilizing one vendor allows LFUCG to decrease administrative burdens and to obtain competitive pricing for an all-inclusive shelter package



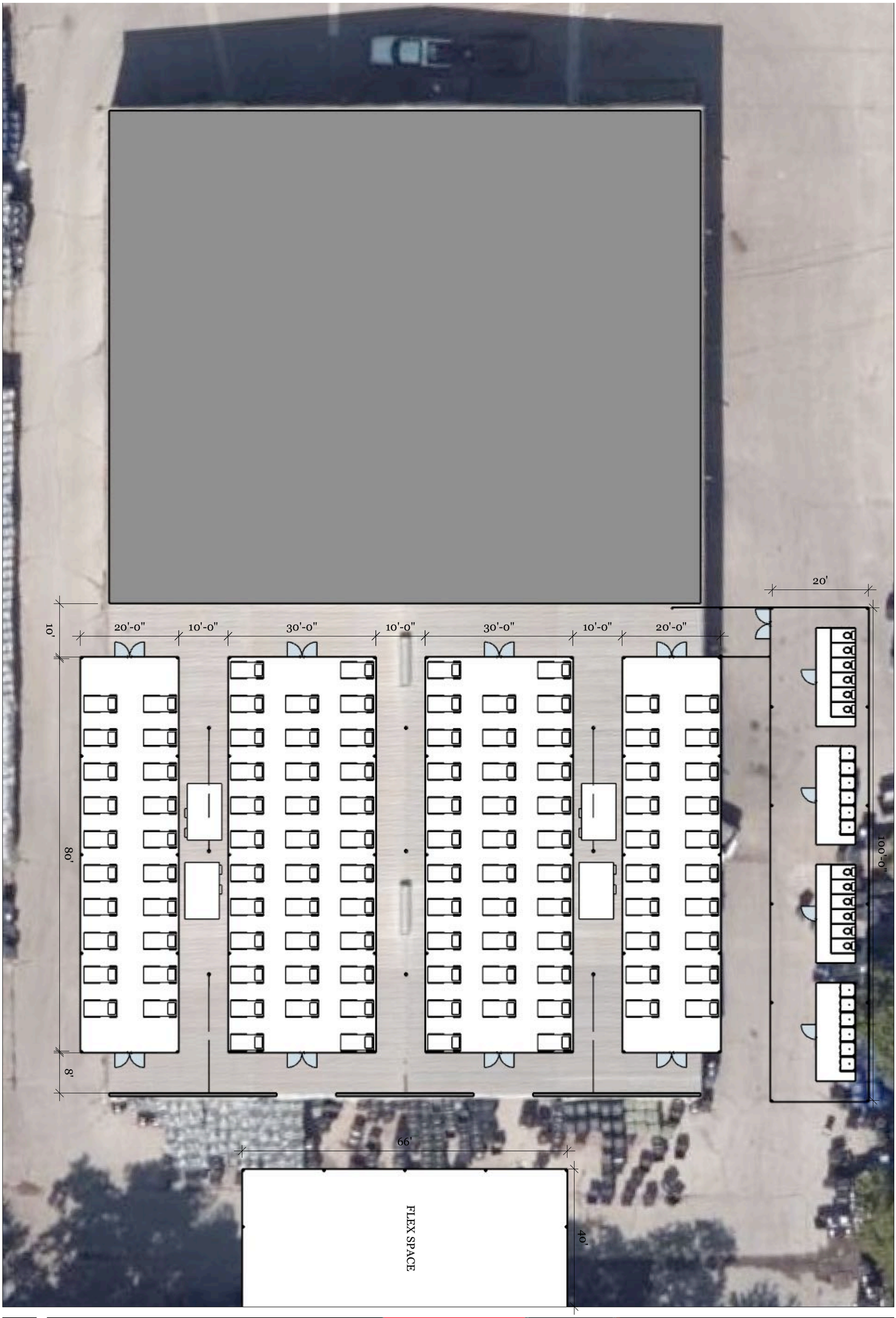
Hope Village 2025

EDS Emergency Disaster Services

July 18, 2025



A 01	Site Plan	EDS Emergency Disaster Services	
		Hope Village 2025	July 18, 2025



A 02	Plan	EDS Emergency Disaster Services	
		Hope Village 2025	July 18, 2025

Contract of Services

Event Date: 11/10/2025

LFUCG Winter Project 2025

Client/Organization	Lexington Fayette Urbon County Govt	Event Date	11/10/2025 (Mon)
Address	200 E Main Street	Event Name	LFUCG Winter Project 2025
City, St/Prov Postal	Lexington, KY 40507	Guests	
Telephone	(859) 684-2434	Booking Contact	Lantern, Charlie
Sales Rep	Carter Schumacher	Booking Email	

Site Location:
LFUCG-TBD
Versailles Road
Lexington, KY

SERVICES

Food/Service Items	Price	Qty	Total
EDS Services			
MISCELLANEOUS ITEM PACKAGE(S)	55.00	32400	1,782,000.00
Hot Breakfast, Cold Lunch, Hot Dinner, Standard Beverage Service			
Security 24/7 Guard Service			
Medical Services			
Janitorial Services			
Onsite Management			
Intake/Administration			
General Manager			

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ADDITIONAL AGREEMENT TERMS:

Pricing is based on a minimum of Five (5) Months or (150) Days, 216 Persons Daily Per month.

Client is responsible for all liscensing, permitting and under ground temporary utilities.

Client will list EDS HoldCo, LLC as an additional insured. Additional Insurance clairfication to be amended prior to operation.

Client is responsible for all water, sewer and electrical services including distribution to EDS Equipment.

EDS will coordinate all necessary propane/fuel services to be invoiced directly to the client.

Subtotal	1,782,000.00	Paid	0.00
Taxes (6%)	0.00	Balance	1,782,000.00
Total Value	1,782,000.00		

Signature: _____ Date:_____
Lexington Fayette Urbon County Govt

Now therefore in consideration of the payments, terms and conditions herein and for the other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound EDS and Lexington Fayette Urbon County Govt do hereby agree as follows:

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Whereas EDS provides base camp support services in a variety of configurations and equipment rental with full service;

1. Rental of Equipment EDS hereby leases or rents to Lexington Fayette Urbon County Govt, and Lexington Fayette Urbon County Govt hereby leases or rents from EDS, the Equipment or provides services as listed above, and incorporated by this reference (together with all replacement parts, repairs, additions, and accessories, the Equipment) upon the terms conditions more particularly set forth herein. The parties understand and agree that the equipment listed represents a complete list of all equipment leased pursuant to this agreement. All other equipment needed in connection with Clients anticipated use of the equipment, including but not limited to the items listed, shall be the sole responsibility of the client.

Should Client contract with EDS for "Turn Key" options, such options are subject to a minimum guarantee of three (3) days of service.

All invoicing/billing/first day of service will begin in full within twelve (12) hours of a Notice to Proceed being issued by client.

Billing will be based on the guarantee provided in the Notice to Proceed or the actual number serviced on site, whichever is greater. Client/Customer is responsible for replacement cost on all lost or unreturned items.

PLEASE NOTE THE FOLLOWING IS NOT INCLUDED IN BASE CAMP/STAGING SITE PRICING: SLEEPING KITS, POTABLE WATER, WASTE REMOVAL, FUEL.

Fuel
Fuel is not included in any pricing package and will be invoiced at current market cost plus 20 percent.

Sleep Kits
Sleep kits will be invoiced at $65.00 each, are non returnable.

Laundry
Wash and Fold laundry service will be made available after the 3rd day of service. Laundry pricing only includes laundry unit, equipment and staffing. Actual wash and fold will be invoiced at $3.50 per pound with a daily minimum guarantee set forth in contract agreement. .

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2. Set Up and Installation of Equipment: EDS shall deliver the Equipment to Client as specified within this agreement and shall promptly commence the work. EDS expects immediate access to the site, destination, area of work to be performed to be immediately accessible upon arrival. Should EDS not have immediate access, Client will be subject to any and all "holdover" expenses EDS should incur.

Client shall be responsible for all inspections, permits and fees associated with installation, operation or removal of the Equipment. Client shall be solely responsible for and shall reimburse EDS for any and all additional expenses it may incur in altering or improving the Equipment to comply with any requirements of or regulations promulgated pursuant to the Americans with Disabilities Act.

Upon EDS's completion of the Set-Up and Installation, it shall promptly notify Client that the Equipment is available for inspection and utilization. .

3. Title to and Status of Equipment. The Equipment is, and shall at all times remain, EDS 's property, and Client shall have no right, title, or interest therein, except as herein set forth, and no right to purchase or otherwise acquire title to or ownership of any of the Equipment.
Client shall at its expense protect and defend EDS's title against all person claiming against or through Client, The Equipment is and shall at all times be and remain, personal property notwithstanding that Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to real property or improvements thereon.

4. Use of and care for the Equipment Client shall us the Equipment in compliance with all laws and regulation and in compliance with any instructions or manuals provided by EDS or by the manufacturer of any component of the Equipment . After the Equipment Delivery, Client, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order. In the event any repair of or maintained to the Equipment is required after Equipment delivery, Client shall be solely responsible for such cost and expense and shall immediately become EDS's property and part of the Equipment. Client shall not make additions to or modifications of the Equipment without the prior written consent of EDS, and the parties agree that any such additions or modifications

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shall become EDS's property and part of the Equipment. The Equipment shall not be removed from the location of delivery and acceptance without EDS's written consent.

5. Disclaimer of Warranties and Limitation of Damage. EDS MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO ANYONE, AS TO THE FITNESS FOR PARTICULAR PURPOSE. MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF THE EQUIPMENT. After the Equipment is delivered, EDS shall not be liable for any loss, claim, demand, liability, cost, damage, or injury caused directly or indirectly by the Equipment, by any inadequacy of the Equipment for any purpose, by any defect in the Equipment, by the use or maintenance of the Equipment, by any repairs, servicing, or adjustments to the Equipment, or by any interruption or loss of services or use of Equipment. In no event shall either party be liable for any incidental or consequential damages in connection with the lease of the equipment to Client or in connection with any use of the Equipment.

6. No Sublease or Assignment. Client shall have no right to assign the lease of the Equipment under this Agreement, nor to sublet or license to use the Equipment or any part thereof without prior written consent of EDS. Any assignment, subletting, or license made or granted without the prior written consent of EDS, or any assignment or subletting by operation of law, shall be void and EDS may, at its option, terminate this Agreement in such event. Regardless of whether EDS shall consent to the assignment or subletting of the lease of Equipment, Client shall remain liable for the payment of Rent in accordance with the terms of this Agreement.

7. Risk of Loss. After the Equipment Delivery, Client shall bear all risks of loss and damage to the Equipment from any cause until the expiration of the term of this Agreement. In the event of loss or damage to the Equipment, Client, at EDS's option, shall: (a) place the damaged Equipment in good repair, condition and working order: (b) replace the lost or damaged Equipment with like Equipment in good repair, condition, and working order and transfer the same to EDS by documentation reasonably satisfactory to counsel for EDS, free and clear of any and all liens and encumbrances; or (c) pay to EDS the then unpaid balance of the aggregate Rent under this Agreement plus fair market value of EDS's interest in the Equipment prior to the loss as determined by a qualified appraiser of the Equipment to be selected by EDS. In the event of loss or damage to the Equipment, Client shall promptly notify EDS.

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8. Insurance. Client shall provide and maintain insurance against loss, theft, damage, or destruction of the Equipment in the amount not less than $5,000,000, with loss payable to EDS. Client shall also carry public liability insurance in the amount of not less than $5,000,000 per occurrence, with EDS included as an additional insured, primary and non contributory. There shall also be waiver of subrogation endorsement in favor of EDS. Such liability insurance shall insure both Client and EDS as an additional insured for insured liability assumed by Client in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of EDS. If Client fails to provide such insurance coverage, EDS may pursue remedies provided this Agreement. Client shall have workers compensation with employers liability limits of no less than $5 million dollars. At the request of EDS, Client shall furnish and submit proof of such insurance in the form of a current certificate of insurance upon the signing of this agreement.

9. Indemnification. Client shall indemnify and hold EDS harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from Clients residents, or habitants, or Client's possession, use, or operation of the Equipment, from any damage occurring to property, including but not limited to sidewalks, curbs, or grass as a result of the delivery or removal of the Equipment, and from and land restoration necessitated by the delivery or removal of the Equipment; provided, however that this indemnity will not apply to any liability arising from the negligence of EDS (except to the extent that joint liability is involved, in which event this indemnification provided in the Agreement will extend to any finding of the comparative negligence or contributory negligence attributable to the other party).

10. Removal of the Equipment and Cleaning Charges. Upon expiration or earlier termination of this Agreement as to any Equipment, EDS shall have the right to remove the Equipment. EDS shall not be liable to Client or any third party for any damage occurring to property, including but not limited to sidewalks, curbs, or grass, as a result of the removal of the Equipment, and Client agrees that it shall be solely responsible for any land restoration costs necessitated by the removal of the Equipment; provided, however, EDS shall be liable for any such damage resulting from the negligence of EDS. Upon expiration or earlier termination of this Agreement, the Equipment shall be immediately available for removal in good repair, condition, and working order, ordinary wear and tear resulting from proper use thereof only excepted. The Equipment shall be clean and free of all waste, unless the Client has contracted with EDS to provide these services. Client agrees that it shall be solely responsible for and shall reimburse EDS for any and all additional expenses EDS may incur in the event EDS is required to clean or repair the Equipment to return it to a state of good repair, condition and working order after its removal. The parties further agree that EDS shall charge such additional cleaning and repair services at $100.00 per hour.

Default and Remedies. Each of the following shall constitute a default under this Agreement: (a) any failure by Client to make any

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payment when due under this Agreement; (b) any failure of EDS to timely make the Equipment Delivery; (c) any breach by either party of any of the terms or conditions of this Agreement; (d) the bankruptcy or insolvency of either party; (e) the appointment of receiver for any part of either right to retain and use the Equipment shall terminate and EDS shall be authorized and empowered to enter any place where the Equipment many be found to take possession and remove the Equipment. The rights and remedies provided in this Agreement are cumulative and are in addition to and not substitution for any other rights and remedies available to either party at law or in equity or otherwise.

Notices. Service of all notices under this Agreement shall be in writing and shall be sufficient if mailed to the party involved at its respective address set forth above, or at any other address EDS as said party may provide in writing from time to time. Notice mailed to such address shall be effective when deposited in a United States mail depository duly address EDS and with postage prepaid.

Captions. Caption in this Agreement are for convenience only, and are not intended to be used in construction or interpretation of the Agreement.

Force Majeure. EDS shall incur no liability to Client for failure to supply and Equipment as provided under this Agreement if prevented from doing so by war, fire, governmental regulation or restrictions, labor dispute, accident, Acts of God, or any other causes beyond its control.

Entire Agreement and Modification. The parties understand that the consideration expressed herein is the sole and only consideration for this Agreement, and there are no representations, agreements or promises to do any act of thing not set forth in this Agreement. This Agreement constitutes the entire agreement among the parties concerning the matters set forth herein, supersedes any and all prior agreements between them concerning the matters set forth herein, and merges herein all prior statements and actions. This Agreement may not be modified or amended except by a writing signed by all of the parties.

Non-waiver. No delay or failure of EDS of Client to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. A waiver of default shall not be a waiver of any other or subsequent default.

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Governing Law. This Agreement shall be construed in accordance with and governed by the law of the Commonwealth of Kentucky.

Jurisdiction. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the Commonwealth of Kentucky, County of Fayette, or if it has or can acquire jurisdiction, in the United States District Court for the Eastern District of Kentucky, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or thereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in a such court and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of knowing, voluntary and bargaining agreement between the parties irrevocably to waive any objections to venue or to convenience of forum.

Attorney's Fees. If any proceeding of any nature is instituted in connection with any controversy or dispute arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and legal costs to the fullest extent allowed by the laws of the Commonwealth of Kentucky.

Severability. The parties agree that if any term of this Agreement is held by a Court to be unenforceable, the remaining promises of the Agreement shall still be valid and enforceable by the parties.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Binding Effect. The provisions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

I have read and agree to all terms and conditions set forth in this agreement.

SIGNATURE:: _____

Lexington Fayette Urbon County Govt

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(859) 255-0717 • www.emergencydisasterservices.com

DATE: _____

Please remit the "Total Balance Due" upon receipt
The Event Number in the top right hand corner shall serve as your invoice number for reference.

Address all correspondences to
Emergency Disaster Services
1385 Pridemore Court, Lexington, Kentucky 40505.
Thank you for this opportunity to serve you.

For questions regarding this invoice please contact Abigail Dobson at abbyd@edsteam.com

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(859) 255-0717 • www.emergencydisasterservices.com

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0840-25

File ID:	0840-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Chief Administrative Officer
				File Created:	08/29/2025
File Name:	Lextran downtown circulator pilot project			**Final Action:**	

Title:

Authorization to execute an agreement with Lextran for a downtown circulator pilot project to provide a new seasonal transit option between April 2026 and October 2026 to connect residents and visitors between popular nighttime entertainment options in downtown, the Distillery District and the Warehouse Block. The cost to LFUCG is $250,000. Funds are budgeted. (L0840-25) (Angelucci/Hamilton)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet memo - Lextran circulator, FINAL MOU Lextran Downtown Circulator .1 . 4920-7562-4038	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Hilary Angelucci	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0840-25

Title

Authorization to execute an agreement with Lextran for a downtown circulator pilot project to provide a new seasonal transit option between April 2026 and October 2026 to connect residents and visitors between popular nighttime entertainment options in downtown, the Distillery District and the Warehouse Block. The cost to LFUCG is $250,000. Funds are budgeted. (L0840-25) (Angelucci/Hamilton)

Summary

Authorization to execute an agreement with Lextran for a downtown circulator pilot project to

provide a new seasonal transit option between April 2026 and October 2026 to connect residents and visitors between popular nighttime entertainment options in downtown, the Distillery District and the Warehouse Block. The cost to LFUCG is $250,000. Funds are budgeted. (L0840-25) (Angelucci/Hamilton)

Budgetary Implications: yes

Advance Document Review: yes

Law: Michael Cravens

Risk Management: No

Fully Budgeted: Yes

Account Number: 1101-900604-0001-71101

This Fiscal Year Impact: $ 250,000

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance: Funds are encumbered

TO: Linda Gorton, Mayor
Urban County Council

FROM: Hilary Angelucci, Senior Special Projects Administrator
Office of the Chief Administrator

DATE: August 29, 2025

SUBJECT: Agreement with Lextran for a downtown circulator pilot project

---

Request Council authorization to execute an agreement with Lextran for a downtown circulator pilot project to provide a new seasonal transit option to connect residents and visitors between popular nighttime entertainment options in downtown, the Distillery District, and the Warehouse Block (i.e., National Avenue) at a cost of $250,000.

The Office of the Chief Administrator executed a letter of commitment on June 6, 2025, at the direction of the Urban County Council, for the downtown circulator pilot project. Additionally, Lextran received a grant through the Lexington Area MPO Transportation Policy Committee for four (4) cutaway transport vehicles.

The goal of the pilot project is to provide services on Thursday, Friday, and Saturday evenings for about 30 weeks between April 2026 through October 2026. The scope of the project is dependent on operating funds raised by partner organizations.

The term of the contract begins upon execution of the agreement through December 31, 2026. LFUCG may terminate this agreement for any reason whatsoever by providing Lextran with at least thirty (30) days advance written notice.

What is the cost in this budget year and future budget years?
The cost for this FY is: $250,000

Are the funds budgeted? Yes Account number: 1101-900604-0001-71101

File Number: 0840-25
Director/Commissioner: Hilary Angelucci/Sally Hamilton

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is made and entered into on this ___ day of _____, 2025, by and between **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government and political subdivision of the Commonwealth of Kentucky pursuant to KRS 67A (hereinafter "**LFUCG**"), whose mailing address is 200 East Main Street, Lexington, Kentucky 40507, and the **TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, KENTUCKY**, (hereinafter "**LEXTRAN**"), whose mailing address is 200 West Loudon, Lexington, Kentucky 40508.

W I T N E S S E T H

WHEREAS, LEXTRAN, in collaboration with local partner organizations, has proposed the reintroduction of a downtown circulator service as a pilot project to enhance mobility, connectivity, and economic activity in and near downtown Lexington, beginning in 2026 (the "Downtown Circulator Pilot Project" or "Project"); and

WHEREAS, the Lexington Area MPO Transportation Policy Committee approved the use of Carbon Reduction Program funds for the capital costs associated with the Downtown Circular Project on February 26, 2025, by including the Project in the adopted Transportation Improvement Program (TIP), with an amount of approved Project funds totaling $480,000.00 and requiring LEXTRAN to contribute a local match in the amount of $120,000.00 ("Match"), which funding will support capital expenditures necessary for vehicle acquisition, supplemental equipment, and custom branding wraps for the Project; and

WHEREAS, in recognition of the public purposes promoted by the Project in promoting public transit, reducing traffic congestion, lowering greenhouse gas emissions, and enhancing mobility, connectivity, and economic activity in and near downtown Lexington including underserved areas and historically and culturally significant neighborhoods, LFUCG has agreed to contribute $250,000.00 in local funding for the operational costs associated with the Downtown Circulator Pilot Project as part of its FY2026 budget; and

WHEREAS, LFUCG and LEXTRAN agree to collaborate with the implementation of the Downtown Circulator Pilot Project; and

WHEREAS, the parties are in general agreement about the responsibilities and obligations of each party in connection with the Downtown Circulator Pilot Project and wish to memorialize their understandings into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. EFFECTIVE DATE; TERM. This Agreement shall commence as of the date set forth hereinabove and continue through December 31, 2026, unless terminated by LFUCG at an earlier time.

2. RELATED DOCUMENTS. This Agreement shall consist of the terms herein as well as the following additional documents, which are attached hereto as exhibits and incorporated herein by reference as if fully stated:

a. Exhibit “A” – Scope of Services and Grant Proposal
b. Exhibit “B” – Letter of Commitment

To the extent that there is conflict between or among these documents, the terms and provisions of this Agreement shall prevail, followed by Exhibit “B”, then Exhibit “A.”

3. RIGHTS AND OBLIGATIONS OF LFUCG.

a. PAYMENT. LFUCG shall pay LEXTRAN a total amount not to exceed Two Hundred and Fifty Thousand Dollars ($250,000.00) (“Funds”), representing its share of the operational costs of the Downtown Circulator Pilot Project for the term of this Agreement. The Funds are limited to the costs of operations as set forth herein and as further outlined in the attached Exhibit A” – Scope of Services and Grant Proposal and may not be spent by LEXTRAN for any other purpose without the prior written consent of LFUCG.

b. TERMINATION. LFUCG, through the Mayor or the Mayor’s designee, may terminate this Agreement for any reason whatsoever by providing LEXTRAN with at least thirty (30) days advance written notice. In that event, LEXTRAN shall immediately repay to LFUCG all monies received from LFUCG pursuant to this Agreement less any amount representing just and equitable compensation for LEXTRAN’s share of any satisfactory work completed pursuant to the Agreement, calculated on a reasonable basis. Additionally, this Agreement is contingent upon the availability of appropriated federal funding, as well as contributions by other local partner organizations (including LEXTRAN’s Match); if funding for the Project becomes unavailable for any reason, any termination or amendment of the Agreement because of such interruption in funding shall not constitute a default or breach and shall not give rise to any claim against LFUCG.

c. MONITORING. LFUCG may designate such persons as may be necessary to monitor and evaluate the services rendered hereunder by LEXTRAN. LFUCG, its agents, and its employees shall have, at all times, unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of LEXTRAN or to constitute LEXTRAN as an agent of LFUCG.

d. NON-APPROPRIATIONS. LEXTRAN acknowledges that LFUCG is a governmental entity, and that the validity of this Agreement is based upon the availability of appropriated funding. In the event that any necessary funding is not appropriated or becomes otherwise unavailable, now or in the future, LFUCG’s obligations under this Agreement shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to LEXTRAN. LFUCG shall exercise any application of this provision in good faith.

4. RIGHTS AND OBLIGATIONS OF LEXTRAN.

a. LEXTRAN shall perform the Downtown Circulator Pilot Project as outlined in the attached Exhibit “A” – Scope of Services and Grant Proposal and shall satisfactorily complete all requirements necessary to receive all federal, state, and/or other funding from any local partner organizations necessary to complete the Downtown Circulator

Pilot Project in a timely and professional manner. LEXTRAN shall use all sums paid to LEXTRAN by LFUCG under this Agreement to fulfill the activities and services referenced herein and for no other purposes. LEXTRAN shall provide its Match required for the Downtown Circulator Pilot Project and is responsible for securing such additional funding as may be necessary to perform the Downtown Circulator Pilot Project as outlined in the attached Exhibit A.

b. COMPLIANCE WITH LAWS. LEXTRAN shall keep itself fully informed of all federal and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times observe and comply with such laws, ordinances, and regulations, whether or not such laws, ordinances, or regulations are mentioned herein.

c. REPORTING. LEXTRAN shall provide LFUCG with timely reports and updates related to the provision of the Downtown Circulator Pilot Project set forth herein, in the form and manner reasonably specified by LFUCG. At the conclusion of the Project or upon the exhaustion of funding for the Project, LEXTRAN shall, upon LFUCG's request, make one (1) presentation to the Mayor and Council detailing the status and progress of the Downtown Circulator Pilot Project and provide such other information as the Mayor or Council may request relating to the Downtown Circulator Pilot Project.

d. AUTHORITY TO SIGN. LEXTRAN represents that the person signing this Agreement is fully authorized to do so and agrees that LEXTRAN shall remain in compliance with all federal, state, and local law governing its operations for the duration of this Agreement. LFUCG may request, at any time, proof that LEXTRAN is compliant with all federal, state, and local requirements governing the Downtown Circulator Pilot Project.

e. INDEMNITY. To the extent permitted by law, LEXTRAN agrees to defend, indemnify, and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 LEXTRAN's performance of, or breach of this Agreement and/or the provision of goods or services thereunder, 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 LEXTRAN or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. LEXTRAN's obligation to defend LFUCG includes the obligation to investigate, handle, respond to, resist, provide a defense for, and defend claims, at LEXTRAN's expense, using attorneys approved in writing by the LFUCG, which approval shall not be unreasonably withheld. LEXTRAN's obligation to indemnify includes, but is not limited to: attorney fees and expenses, costs of litigation, court and administrative costs, expert witness fees and expenses, judgments, fines, penalties, interest, and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of LEXTRAN and LFUCG, and damage to, or destruction of, any property, including the property of LFUCG. This indemnity agreement shall in no way be limited by any financial responsibility or insurance

requirements and shall survive the termination of this Agreement. LEXTRAN understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend LEXTRAN in any manner.

f. INSURANCE. LEXTRAN shall procure and maintain for the duration of this Agreement insurance coverages or provide self-insurance in at least the following amounts. Evidence of such coverage shall be made available to LFUCG upon request.

   General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); (if applicable); Professional Liability ($1 million per occurrence, $2 million aggregate); Worker's Compensation (Statutory); Employer's Liability ($1 million); Excess/Umbrella Liability ($1 million per occurrence). LFUCG shall be named as an additional insured on any General Liability Policy or applicable policy of self-insurance. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG. The General Liability Policy shall also include Premises and Operations coverage unless it is deemed not to apply by LFUCG.

g. RECORDS. LEXTRAN shall keep and make available to LFUCG any records related to this Agreement as are necessary to support its performance of the services for a period of at least five (5) years following the expiration or termination of this Agreement, or as otherwise required depending upon the source of funds. Books of accounts shall be kept by LEXTRAN and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of LEXTRAN related to this Agreement and shall be made available to LFUCG upon request. The books of accounts shall be maintained at the principal place of business of LEXTRAN. LFUCG shall have free and complete access to the books, papers, and affairs of LEXTRAN relating to the funds provided hereunder at all reasonable times. LFUCG shall be the owner of all final documents, data, studies, plans, reports, and information prepared by LEXTRAN and submitted to LFUCG under this Agreement. LEXTRAN understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to assist with such a request.

h. ANNUAL AUDIT. LEXTRAN shall comply with the audit requirements of 200 CFR Part 200, Subpart F, if applicable. LFUCG shall also have the option to request an audit of all revenue and expenditures related to this Agreement. If such an audit is requested by LFUCG, the audit shall be conducted by independent certified public accountants at LEXTRAN's expense, who shall express an opinion as to whether or not revenue and expenditures have conformed to state and local law and regulation. For any audit performed, including an audit performed pursuant to 200 CFR Part 200, a copy of the audit, or clean audit opinion letter from an independent certified public accountant, shall be submitted to LFUCG upon request.

i. EQUAL OPPORTUNITY. LEXTRAN shall provide equal opportunity in employment for all qualified persons and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, and (b) cause any subcontractor or agency receiving funds provided pursuant to this Agreement to do so. This assurance of equal employment opportunity

shall apply to every aspect of its employment policies and practices. Subject to compliance with applicable federal laws and mandates, LEXTRAN agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

j. SEXUAL HARASSMENT. LEXTRAN shall adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where LEXTRAN conducts business. The policy shall be made available to LFUCG upon request.

5. MISCELLANEOUS TERMS AND CONDITIONS.

a. LEXTRAN and LFUCG each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of the Agreement.

b. CONTRACTUAL RELATIONSHIP ONLY. In no event shall the parties be construed, held, or become in any way or for any purpose the employee of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise. The parties agree that neither is an agent, servant, or employee of the other and each party agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

c. NO ASSIGNMENT. LEXTRAN may not assign any of its rights and duties under this Agreement without the prior written consent of LFUCG.

d. 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 LEXTRAN or LFUCG.

e. KENTUCKY LAW AND VENUE. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.

f. AMENDMENTS. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. LEXTRAN acknowledges that LFUCG may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of the Mayor or their designee.

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

h. NOTICE. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

If to LEXTRAN:	If to LFUCG:
Transit Authority of	Lexington-Fayette Urban County Government
Lexington-Fayette County	Attn: Chief Administrative Officer
Attn: General Manager	Government Center
200 West Loudon Avenue	200 East Main Street
Lexington, Kentucky 40508	Lexington, Kentucky 40507

i. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not incorporated by reference herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

_____
Clerk of the Urban County Council

TRANSIT AUTHORITY OF LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
FRED COMBS
GENERAL MANAGER

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Memorandum of Understanding was subscribed, sworn to and acknowledged before me by Fred Combs, as General Manager of the Transit Authority of Lexington-Fayette Urban County Government, on this the _____ day of _____, 2025.

My commission expires:_____

_____
NOTARY PUBLIC

4920-7562-4038, v. 1

Lexington-Fayette Urban County Government

200 E. Main St
Lexington, KY 40507

Master

File Number: 0842-25

File ID:	0842-25	**Type:**	Agenda Item	**Status:**	Agenda Ready
Version:	1	**Contract #:**		**In Control:**	Revenue
				File Created:	08/29/2025
File Name:	LSC Incentive Amendment			**Final Action:**	

Title: Authorization to execute an amendment to Resolution #618-2023 with LSC to change the entity requesting payroll incentives to LSC Holdings, LLC and limit those requests to the Project Site. The entity listed in the original agreement (LSC Stadium Company, LLC) ultimately does not have payroll in Lexington-Fayette County, so the incentive is being amended to allow LSC to collect it's payroll incentives. Furthermore, the original contract has some conflicting language related to the location of the incentive location and this amended agreement further clarifies its incentives at the project site at 5354 Athens Boonesboro Road. There is no budgetary impact. (L0842-25)(Holbrook/Hensley)

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Bluesheet Memo - LSC Amendment, draft of amendments to LFUCG and LSC Holdings	**Enactment Number:**	
Deed #:		**Hearing Date:**	
Drafter:	Wesley Holbrook	**Effective Date:**	

History of Legislative File

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

Text of Legislative File 0842-25

Title

Authorization to execute an amendment to Resolution #618-2023 with LSC to change the entity requesting payroll incentives to LSC Holdings, LLC and limit those requests to the Project Site. The entity listed in the original agreement (LSC Stadium Company, LLC) ultimately does not have payroll in Lexington-Fayette County, so the incentive is being amended to allow LSC to collect it's payroll incentives. Furthermore, the original contract has some conflicting language related to the location of the incentive location and this

amended agreement further clarifies its incentives at the project site at 5354 Athens Boonesboro Road. There is no budgetary impact. (L0842-25)(Holbrook/Hensley)

Summary

Authorization to execute an amendment to Resolution #618-2023 with LSC to change the entity requesting payroll incentives to LSC Holdings, LLC and limit those requests to the Project Site. The entity listed in the original agreement (LSC Stadium Company, LLC) ultimately does not have payroll in Lexington-Fayette County, so the incentive is being amended to allow LSC to collect it's payroll incentives. Furthermore, the original contract has some conflicting language related to the location of the incentive location and this amended agreement further clarifies its incentives at the project site at 5354 Athens Boonesboro Road. There is no budgetary impact. (L0842-25)(Holbrook/Hensley)

Budgetary Implications [select]: No

Advance Document Review:

Law: { No, Completed by [Dave Barberie/Evan Thompson,]}

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

Fully Budgeted [select]: Yes

Account Number:

This Fiscal Year Impact: $

Annual Impact: $

Project:

Activity:

Budget Reference:

Current Balance:

MAYOR LINDA GORTON

LEXINGTON

ERIN HENSLEY
COMMISSIONER
FINANCE

TO: Mayor Linda Gorton
Members, Urban County Council

FROM: Wesley Holbrook, Director of Revenue

DATE: 8/29/2025

SUBJECT: Authorization to amend the Incentive Agreement between the Lexington-Fayette Urban County Government and LSC to clarify location and entity receiving incentives.

Request
Authorization to execute an amendment to Resolution #618-2023 with LSC to change the entity requesting payroll incentives to LSC Holdings, LLC and limit those requests to the Project Site.

Why are you requesting?
The entity listed in the original agreement (LSC Stadium Company, LLC) ultimately does not have payroll in Lexington-Fayette County, so the incentive is being amended to allow LSC to collect it's payroll incentives. Furthermore, the original contract has some conflicting language related to the location of the incentive location and this amended agreement further clarifies its incentives at the project site at 5354 Athens Boonesboro Road.

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?

There is no budgetary impact

Account number:

File Number: 0842-25

Director/Commissioner: Wesley Holbrook/Erin Hensley

AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into as of the ___ day of September, 2023 (the "Effective Date"), by and between **LSC HOLDINGS, LLC,** a Kentucky company with its principal office located at Bull Lea Run, Lexington, Kentucky 40511 (hereinafter "LSC") and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT,** an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG").

WITNESSETH:

WHEREAS, LSC was granted a United Soccer League (USL) Championship franchise and a women's Super League franchise and joined the pre-professional league USL Academy for professional and youth soccer; and

WHEREAS, LFUCG previously entered into an agreement giving LSC or its affiliates $1 million in incentives for the purposes of assisting with the construction of youth soccer fields which will benefit the community; and

WHEREAS, LSC Facilities Holding Company, LLC, a wholly owned subsidiary of LSC, owns approx. 23 acres of real property located at 5354 Athens Boonesboro Road, Lexington, Fayette County Kentucky (the "Project Site"), as further described in Exhibit "A", which is attached hereto and incorporated herein by reference, along the Interstate 75 Corridor and plans to locate thereon a professional soccer stadium with at least 5,250 seats and a related training facility (the "Project); and

WHEREAS, LSC or its subsidiaries have been awarded state sales tax incentives under the Kentucky's Tourism Development Incentive Program as a designated Kentucky Tourism Development Act Project for the already constructed youth soccer fields, and the Kentucky Enterprise Initiative Act as a qualifying economic development project with the support of LFUCG; and

WHEREAS, LSC or its subsidiaries have committed to the hiring and retention of between 50 and 150 additional qualified employees in Fayette County at the Project Site for at least the period of time provided in this Agreement; and

WHEREAS, LFUCG recognizes that this a special and unique project for the community and that the location of this Project at the Project Site will be of significant benefit to Fayette County, both economically and through improvement of infrastructure, and is willing to provide certain incentives as an inducement for locating the Project at the Project Site; and

WHEREAS, LFUCG finds that the provision of economic incentives towards the Project, as further provided herein, is in the public interest as it will create new jobs and significant tourism for the community; and

WHEREAS, LSC is agreeable to accepting these incentives subject to the terms and conditions of this Agreement and with the understanding that certain of the incentives are contingent upon, and shall require further additional final approval by certain governmental boards and the Urban County Council.

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

1. Incorporation of Recitals. The above recitals are incorporated herein as if fully stated.

2. Definitions. The following definitions shall apply to this agreement:

A "Activation Date" shall mean thirty (30) days after the earlier of completion of the Project (as evidenced by the issuance of a Certificate of Occupancy or equivalent) or January 1, 2025.

B. "Company" shall mean LSC and any subsidiary companies or other affiliated entities owned or controlled by LSC with employees in Fayette County at the Project Site.

C. "Division of Revenue" shall mean LFUCG's Division of Revenue.

D. "Employees" shall mean all persons hired after the effective date of this Agreement and retained by the Company and working in Fayette County at the Project Site for any portion of the time between the Activation Date and the ten (10) year anniversary thereof.

E. "Gross Salaries" shall mean the salaries and wages paid to the Company's Employees, as defined above.

F. "Industrial Revenue Bond" or "IRB" shall mean a bond issued through the Lexington-Fayette Urban County Government pursuant to KRS 103.200, et seq., with the approval of, and in compliance with the guidelines and procedures of LFUCG's Economic Development Investment Board and the Urban County Council.

G. "Payroll Tax" shall mean the LFUCG's occupational tax on employees' salaries and wages applicable to Gross Salaries of employees of the Company, which is currently in the amount of 2.25% of gross salaries and wages.

H. "Project" shall mean the 5,250 seat professional soccer stadium and related training facility located on the Project Site as further described in the attached Exhibit "B", which is incorporated herein by reference. Company understands and agrees that any material change to the proposed Project will require the advance written approval of LFUCG.

I. "Project Site" shall mean the property comprised of approx. 23 acres located at 5354 Athens Boonesboro Road, Lexington, Fayette County Kentucky, as further described in Exhibit "A which is incorporated, herein by reference.

J. "Public Infrastructure" shall have the same definition as provided in LFUCG Ordinance No. 141-22 pertaining to the Public Infrastructure Fund.

K. "Public Infrastructure Fund" shall mean the fund created pursuant to LFUCG Ordinance No. 141-22.

3. **Incentives.** This Agreement provides for three types of incentives that may be provided by LFUCG to the Company: (a) a 1% Payroll tax refund for a period of ten (10) years, (b) an IRB in an amount not to exceed $50 million for up to fifteen (15) years in length, and (c) a $1 million forgivable loan from the Public Infrastructure Fund. Whether the Company ultimately receives one or more of the incentives is dependent upon certain conditions being met and, in some instances, additional final approval being provided. The Company understands and agrees that any calculation of the total financial benefits to be derived from these incentives is speculative, and LFUCG is not guaranteeing any minimum amount. Company further understands and agrees that with respect to the IRB, it is incumbent upon the Company to hire its own legal counsel to determine the feasibility and legality of utilizing this method of financing for the Project. The incentives are intended to operate separately and independently from each other, and in the event that the Company fails to meet a condition or default as to that incentive it does not necessarily mean that another incentive will be reduced or eliminated absent additional circumstances.

4. **Payroll Tax Refund Incentive.**

A. That from the Activation Date and for a period of ten (10) years thereafter LFUCG shall refund to LSC on an annual basis as Payroll Tax from the Company is paid, a portion of the Payroll Tax paid by the Company for work performed in Fayette County at the Project Site, in the amount of one percent (1%) of its Employees' Gross salaries. Such refunds will be paid by LFUCG within sixty (60) days of receipt of Company's Payroll Taxes and returns.

B. LSC shall provide and certify to the Division of Revenue a listing of all entities and subsidiaries that are included within the definition of Company that are operating in Fayette County at the Project Site, which may be updated as needed, and no Payroll Tax shall be refunded from entities not provided by LSC to the Division of Revenue or for any late Payroll Tax payments made by the Company.

C. LSC and the Division of Revenue shall develop procedures relating to the calculation and certification of the Payroll Tax refund that may be due each year, which shall include a process to ensure and certify that the Payroll Tax to be refunded does not include tax from Company Employees that are currently employed in Fayette County at the Project Site as of the effective date of this Agreement and that it takes into account any refunds that may have been provided to any Employees also performing work outside at the Project Site. The Company shall comply with reasonable requests for information from the Division of Revenue to enable the Division of Revenue to calculate and certify the Payroll Tax refund due.

D. Any dispute between LSC and the Division of Revenue related to the Payroll Tax refund may be appealed in writing to the LFUCG Commissioner of Finance, whose decision relating to any appeal shall be final.

E. The Parties acknowledge that the incentives granted by this Agreement are based on the representations made by the Company regarding the scope of the Project and the estimated capital investment as further described in Exhibit "B". In the event that the Project as built is significantly less in size and scope than the Project as was represented by LSC, LFUCG reserves the right to review the matter and possibly reduce this incentive.

F. Company shall provide LFUCG with the initial benchmark information related to all of its current employees in Fayette County at the Project Site, which shall include title, gross salaries for work performed in Fayette County at the Project Site, and any other reasonable information requested by LFUCG, at least sixty (60) days prior to the Activation Date.

5. **Industrial Revenue Bond Incentive.** LFUCG administration will recommend to its Economic Development Investment Board and the Urban County Council the approval of an Industrial Revenue Bond or Bonds for the Project with the following conditions: (a) the footprint shall be limited to the Project Site, (b) the bond or bonds shall not exceed fifteen (15) years in duration, (c) the bonds or bonds shall not exceed a total amount of $50 million, (d) the Company is responsible for obtaining PILOT Agreements with Lexington-Fayette County Library Board and the other relevant taxing districts in Fayette County, including but not limited to the Health Department and the School Board, and for otherwise complying with the legal requirements related to IRB's. LFUCG agrees to recommend the waiver of all costs and fees normally paid to LFUCG in relation to the issuance of any Bond(s). The Company understands and agrees to hire, at its expense, its own legal counsel to determine the feasibility and legality of utilizing this method of financing for the Project before seeking approval by the Economic Development Investment Board, and to pay for any costs or expenses it incurs related to the issuance of the bonds, including but not limited to bond counsel. The Company further understands and agrees that the issuance of any Bond(s) is contingent upon the additional separate final approval of LFUCG's bond counsel, the Board and the Urban County Council.

6. **Public Infrastructure Forgivable Loan Inventive.** LFUCG administration will recommend to its Economic Development Investment Board and the Urban County Council that they waive certain of the restrictions and requirements pertaining to the Public Infrastructure fund and support the issuance to LSC of a ten (10) year year forgivable loan, with no interest payments, in the amount of $1 million to be used for qualifying Public Infrastructure expenditures on the Project Site. Without limitation, the loan terms shall require that: (a) the Project be completed, and (b) the professional soccer teams remain at the Project Site, and the headquarters of the Company's remain in Fayette County, for at least fifteen (15) years from the date of completion of the Project. LFUCG further agrees to recommend the waiver of all costs and fees normally paid to LFUCG or the Board in relation to the issuance of the loan including the application fee. The Company further understands and agrees that the issuance of any loan is contingent upon the additional separate final approval of the Board and the Urban County Council, and that *it* is responsible for covering any costs or expenses it incurs related to the issuance of the loan.

7. **Project Start; Relocation Prohibited.** In the event that the Company fails to start the Project within one (1) year of the approval of this Agreement the incentives provided herein shall be automatically revoked. LFUCG shall have, at its sole discretion, the right to declare the entire amount of any of these incentives paid to LSC immediately due and payable if the Company fails to complete the Project by January 1, 2026, or if any of the following take place within fifteen (15) years of completion of the Project: (a) the professional soccer teams no longer play their home games at the Project Site, (b) the headquarters of the Company are no longer located in Fayette County, or (c) the Company ceases its operations in Fayette County at the Project Site.

8. **Company's Obligations.**

A. Project Completion. Pursuant to the terms and conditions of the Agreement, Company shall complete the Project as further described in Exhibit "B", which is attached hereto and incorporated by reference.

B. Reporting. On or before January 31st of each calendar year during the Term of this Agreement, LSC shall provide LFUCG with an annual certification of the following information as of the preceding December 31st (i) the number of jobs maintained by the Company in Fayette County at the Project Site as of such date and the Gross Salaries related to its Employees/aggregate payroll in Fayette County ; (ii) the aggregate real and personal property improvements made prior to such date; and (iii) a written certification of compliance with the terms and conditions of this Agreement signed by an officer of Company.

C. Soccer Championships. Company agrees to host both the boys and girls Kentucky State High School Athletic Association (KHSAA) State Soccer Championship games free of charge to the association for at least fifteen (15) years following the completion of the Project. The dates of these games will be as mutually agreed upon by LSC and the KHSAA along with the related details such as ticket sales and concessions.

9. **Term.** This Agreement shall remain in effect until the Company has fully complied with its requirements, with each incentive having its own respective compliance, unless terminated by LFUCG in writing for no performance at an earlier time.

10. **Company's Representations, Warranties, and Covenants.**

A. Investment. Any investment of the funds received pursuant to this Agreement must fully comply with any restrictions imposed by law.

B. Registration: Compliance: Authority to Sign. Company is lawfully registered or authorized to do business in the Commonwealth of Kentucky and Lexington-Fayette County and shall at all times comply with any and all applicable federal, state, and local laws, ordinances, and regulations. LFUCG may request proof that Company has timely filed federal, state, or local tax forms which shall be provided by Company on a timely basis. The person signing this Agreement on behalf of Company is fully authorized to do so.

C. Entity Existence. Company shall at all times remain a validly and legally authorized business entity in the Commonwealth of Kentucky and shall not without the prior consent of LFUCG: (1) liquidate, dissolve, or take actions related thereto, (2) substantially cease operation at the Project Site, (3) assign its rights under this Agreement, or (4) undertake a change in majority ownership, management or control.

D. Records. Company shall keep and make available to LFUCG any records related to this Agreement such as are necessary to support its performance hereunder and shall be made available to LFUCG upon request. Company understands and agrees that this Agreement and any related documents may be subject to disclosure under the Kentucky Open Records Act and will comply with any reasonable request by LFUCG to provide assistance with such a request.

E. Access. Company shall allow LFUCG any necessary reasonable access to monitor its performance under this Agreement.

F. Equal Opportunity: Fairness Ordinance. Company shall provide equal opportunity in employment for all qualified persons, and shall (a) prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation, gender identity, or handicap, and (b) promote equal employment through a positive, continuing program of equal employment. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices. Company agrees to comply with LFUCG's Fairness Ordinance (Ordinance No. 201-99) and all sources of applicable law, including those specified in any Exhibit attached to this Agreement and incorporated herein by reference.

G. Sexual Harassment. Company must adopt or have adopted a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Company conducts business. The policy shall be made available to LFUCG upon request.

H. Indemnification. Company shall indemnify, defend and hold harmless LFUCG and its elected and appointed officials, employees, agents, volunteers, and successors in interest, from and against any and all liability, damages, and losses, including but not limited to: demands, claims, liens, suits, notices of violation from governmental agencies, 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 Company's performance of, or breach of this 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 Company or its officials, employees, or agents; and (b) not caused solely by willful misconduct of LFUCG. Company understands that LFUCG is a political subdivision of the Commonwealth of Kentucky and acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend Company in any

manner. This paragraph shall survive the termination or expiration of this Agreement.

I. Insurance. Company shall maintain its real property, buildings, and other fixed assets located at the Site in good condition, subject only to normal wear and tear, and make all necessary and proper repairs, renewals, and replacements, and shall comply with all material provisions of its agreements in order to prevent loss or forfeiture. During the Term of this Agreement, Company shall purchase and maintain in full force and effect the following insurance policies: General Liability ($1 million per occurrence, $2 million aggregate or $2 million combined single limit); Commercial Automobile Liability (combined single, $1 million per occurrence); Worker's Compensation (Statutory); and Employer's Liability ($1 million).

11. Default.

Should the Company fail to abide by any of the terms provided in this Agreement or any subsequent agreement related to the incentives described herein, LFUCG shall have, at its sole discretion, the right to declare the entire amount of any of these incentives provided to LSC immediately due and payable. **In the event of a default LFUCG shall provide LSC with a written notification of the default condition(s) and a sixty (60) day period to cure, which may be extended at the discretion of LFUCG.**

12. Miscellaneous Provisions.

A. Approvals. The Project shall be constructed in accordance with all local, state and federal permits that may be required, and nothing contained herein shall be considered a waiver of any and all required approvals of the Project by LFUCG and its agencies from the customary zoning and other permits and required approvals that are applicable to the Project.

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

C. Last Dollar In. The Company represents and certifies that the financial incentives provided under this Agreement are necessary for the Project to be completed and are the last funds received from a third party.

D. 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 the Company or LFUCG.

E. Severability. 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.

F. Amendments. By mutual agreement, the Parties may, from time to time, make written changes to any provision hereof. Company acknowledges that LFUCG may make any such material changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

G. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

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

I. Kentucky Law and Venue. This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.

J. Notice. Any written notice required by the Agreement shall be delivered by certified mail, return receipt requested, to the following:

For Company:

LSC HOLDINGS, LLC
1301 Dixiana Domino Road
Lexington, Kentucky 40511
Attn: Vince Gabbert

For LFUCG:

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
Attn: Kevin Atkins, Chief Development Officer

IN WITNESS WHEREOF, the parties certify that they have been duly authorized to execute, deliver and perform this Agreement, and have executed it as of the date first herein written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

ATTEST:

URBAN COUNTY COUNCIL CLERK

LSC STADIUM COMPANY, LLC

BY: _____
Stephen Dawahare, President of LSC Holdings, LLC

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowledged before me by William J. Shively, as Manager of LSC HOLDINGS, LLC, on this the day of October_3_L, 2023.

My commission expires: 04' 1-2-· 2A>ll.4

_____
NOTARY PUBLIC, STATE AT LARGE, KY

MEGHAN E. RICH
Motary Public
Commonwealth of Kentucky
Comm1ss1on Number I<YNP48597
My Commission Expires Apr 22, 2026

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EXHIBIT A

The **Site**

EXHIBIT B
The Project

LSC STADIUM COMPANY, LLC

BY: _____

StcpAen drawahare, Prdsident of LSC Holdings, LLC

COMMONWEAL TH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Agreement was subscribed, sworn to and acknowled fd before me by William J. Shively, as Manager of LSC HOLDINGS, LLC, on this the _3E day of October_fil_, 2023.

My commission expires: 04 --)..'l •,I *OJ* lo

_____
NOTARY PUBLIC, STATE AT LARGE, KY

MEGHAN E. RICH
Notary Public
Commonwealth of Kentucky
Commission Number KYNP48597
My Commission Expires Apr 22, 2026

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EXHIBIT A
The Site

EXHIBIT B
The Project