

**GRANT AWARD AGREEMENT**

*Fiscal Year 2020 Class B Infrastructure Incentive Grant Program*

**THIS AGREEMENT**, made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **KENTUCKY AMERICAN WATER COMPANY**, 2300 RICHMOND ROAD, LEXINGTON, KENTUCKY 40502, (hereinafter "Grantee" and "Property Owner").

**WITNESSETH:**

**WHEREAS**, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

**WHEREAS**, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

**WHEREAS**, the Grantee's grant application has been reviewed and selected for funding by the Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the Government's Code of Ordinances; and

**WHEREAS**, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist the qualified Grantee in the development and implementation of projects that meet the goals of the program; and

**WHEREAS**, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

**WHEREAS**, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

**THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:**

- (1) The Government hereby grants the Grantee the sum of **\$300,000.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein. The Grantee agrees to cost share the Grant with contributions, labor, and/or other services equal to or greater than 20% of the total project cost.
- (2) The Grantee agrees to use the Grant only for the activities set forth in Attachment A which includes installation of stormwater control infrastructure at the following site location(s): **RESERVOIR NO. 4, 3720 RICHMOND ROAD, LEXINGTON, KENTUCKY 40509** currently owned by the Property Owner.
- (3) The Grantee agrees to meet all design standards specified in the Government's Engineering Manuals or as further described in Attachment A in the design of all Grant-funded improvements. This includes all associated activities including but not limited to erosion and sediment control, traffic control, utility relocations, seeding, etc. The Grantee further agrees to design the facilities in such a way as not to preclude the potential for future water quality/quantity monitoring by LFUCG.

- (4) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (5) The Grantee agrees to obtain all necessary local, state, and federal permits, encroachments, permissions, approvals etc. in a timely manner and prior to start of construction.
- (6) The Grantee agrees to perform periodic reporting as detailed in Paragraph (7) herein below, and produce a Project Final Report within thirty (30) calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total grant expenditures. Other deliverables include the following:
  - (a) At the end of the Feasibility Phase (if applicable), the following five deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Feasibility report evaluating the use of the potential BMP(s) on the proposed site;
    - Conceptual design concept;
    - Detailed cost estimate for design;
    - Conceptual cost estimate for construction;
    - Letter certifying all BMPs proposed for design as viable and feasible for the specific site and application.
  - (b) At the end of the Design Phase or prior to the start of the Construction Phase, the following six deliverables, sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS), shall be provided:
    - Set of all final design calculations;
    - Set of final construction plans, including traffic control, erosion and sediment control, grading plans, etc.;
    - Set of final specifications and bidding documents (if applicable);
    - Final detailed engineer's construction cost estimate including quantities;
    - All required permit submittals and approvals;
    - Inspection, Operation, and Maintenance Plan laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer's specifications and the Government's Stormwater Manual.
  - (c) At the end of the Construction Phase, the following five deliverables shall be provided:
    - Summary of final construction costs and quantities;
    - Copies of all federal, state, and local permits obtained for the project;
    - Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent;
    - Photo documentation of site conditions and improvements before, during, and after construction;
    - Signed *Agreement to Maintain Stormwater Control Facilities*.
- (7) The Grant to the Grantee shall be disbursed in the following manner:
  - (a) The Grantee shall submit at least once every three (3) months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.

- (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials (e.g. calculations, preliminary plans, etc.) completed to date. For educational events (if applicable), copies of the class rosters or sign-in sheets documenting the number of attendees shall be provided.
  - (c) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds within 15 calendar days of receipt and then forward it to the Division of Accounting for payment.
  - (d) The Government shall release payment of the final 10% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee or, if acceptable, forward approval within 15 calendar days of receipt to the Division of Accounting for payment.
  - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Grantee, the Mayor's Office, and the appropriate district Council person, and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
- (8) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
  - (9) The Grantee agrees to complete the project phase(s) (i.e. Design and/or Construction) outlined herein within 24 months from the date of this Agreement. The Grantee shall obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to obtain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.
  - (10) This Agreement may not be modified except by written agreement of the Government and the Grantee.
  - (11) The Grantee understands that the Grant amount shown herein in Paragraph (1) is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
  - (12) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings

and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will notify the Government's Grant Manager and Program Administrator immediately. Failure to notify the Government and resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph (20) herein below.

- (13) The Grantee agrees to allow the Government access to its property to perform monitoring of the project elements for compliance with this Agreement, as provided in the *"Agreement to Maintain Stormwater Control Facilities"* (Attachment B).
- (14) In any advertisement of the project funded by the Grant, whether written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (15) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (16) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (17) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by a Construction Grant through the Stormwater Quality Projects Incentive Grant Program shall remain in service and maintained by the Grantee or its representatives following the Inspection, Operation, and Maintenance Plan developed for each facility referenced in (6b) above. The Property Owner further accepts and agrees to enter into the *"Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant"* attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (18) The Grantee and Property Owner agree that all stormwater control facilities, including equipment and infrastructure, constructed and funded by this Grant shall remain the property of the current Property Owner, or his successors and assigns, unless otherwise specified in Attachments A and B.
- (19) The Grantee and Property Owner understand that if any of the Grant-funded facilities not owned by the Government are removed from service, the property owner of record at the time of removal shall be liable to reimburse the Government for 100% of the Remaining Value of the facility or portion removed, based upon the depreciation schedule provided in Attachment B.
- (20) If, through any cause, the Grantee or Property Owner shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee or Property Owner shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall provide the Grantee or Property Owner thirty (30) calendar days to address the deficiency or violation. If the Grantee or Property Owner does not, after the thirty (30) days, come into compliance with this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfacto-

ry work completed pursuant to the Agreement; provided, however, that for any project involving the construction of capital infrastructure, other than feasibility only projects, the Government's share of any satisfactory work completed shall not include feasibility or design costs.

- (21) The Grantee shall provide equal opportunity in employment as required by applicable federal, state, and local laws, regulations, and ordinances.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.
- (24) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee and Property Owner shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and 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, in whole or in part, from or by Grantee's or Property Owner's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.

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

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

BY: \_\_\_\_\_

LINDA GORTON, MAYOR

ATTEST:

\_\_\_\_\_  
CLERK, URBAN COUNTY COUNCIL

**GRANTEE ORGANIZATION**

**AND PROPERTY OWNER: KENTUCKY AMERICAN WATER COMPANY  
2300 RICHMOND ROAD  
LEXINGTON, KENTUCKY 40502**

BY: Kurt Stafford

NAME: Kurt Stafford

TITLE: Director of Engineering

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kurt Stafford, as the duly authorized representative for and on behalf of Kentucky American Water Company, on this the 8th day of October, 2020

My commission expires: 7/25/24

Sharon Miller

NOTARY PUBLIC

ID# KYNP9273

**ATTACHMENT A**  
**to the GRANT AWARD AGREEMENT**  
**between Lexington-Fayette Urban County Government (LFUCG)**  
**and Kentucky American Water Company (KAWC)**

**GRANT PROGRAM** **FY2020 Stormwater Quality Projects Incentive Grant Program**  
**Class B Infrastructure Project**

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality & Public Works
- Design and Construction Grant

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Kentucky American Water Company (KAWC)  
2300 Richmond Road  
Lexington, KY 40502  
KY Organization #0027327



**Primary Project Contact:** Tyler Singer  
859-753-8428 (phone)  
tyler.singer@amwater.com (email)

**Secondary Project Contact:** Austin Thore  
859-268-6730 (phone)  
Austin.Thore@amwater.com (email)

**Project Manager:** Eric Dawalt, P.E. (Ridgewater)  
859-806-1089 (phone)  
edawaltrw@gmail.com (email)

**Project Site Location(s):** Kentucky American Water Company  
Reservoir No. 4  
3720 Richmond Road  
Lexington, KY 40509  
Parcel #94036010

**Design Engineering Firm:** Stantec  
3052 Beaumont Centre Circle  
Lexington, KY 40513  
859-422-3000 (phone)  
Bret Lavey, P.E., (Engineer of Record)  
[bret.lavey@stantec.com](mailto:bret.lavey@stantec.com) (email)

**PROJECT PLAN ELEMENTS**

***1) STORMWATER CONTROL FACILITIES DESIGN:***

**No grant-funded activities shall occur until the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the design phase of the project.**

All improvements shall be located on the property at 3720 Richmond Road, Lexington, Kentucky 40509, PVA #94036010 owned by Kentucky American Water Company. No other property or Right-of-Way shall be disturbed without the written permission from the property owners.

This project element includes design of stormwater control facilities at the specified site location. The proposed facilities are listed below and are further described in the Organization's incentive grant application. Alterations to these elements can only be made in consultation with the LFUCG Grant Manager. Significant alteration of these elements may require approval by the LFUCG Water Quality Fees Board.

## Project Elements

### A. Trash Collection System

- i. **Determine best location:** The project team will work with LFUCG, KAWC, and other stakeholders to identify which one of the two proposed trash collection locations shown in Figures 2 through 4 provides the greatest benefit-cost ratio.
- ii. **Design and permit the system:** The trash collection system, which is anticipated to include a screened trash collection system with floating booms to capture floatable trash and debris and convey it towards the trash collection area, will be designed to accommodate changing water levels within the reservoir. The potential project sites were selected because trash can be collected close to the shore before it is conveyed further into the reservoir, which reduces the area that needs to be maintained. Also, the sites are close to existing KAW access roads, which will provide easy access for vehicles and equipment to remove the collected trash.
- iii. **Construct the project:** Once designed, the trash collection system will be constructed. This will also include the construction of a rack berm to form a level area for equipment access and trash collection, as well as access roads between the trash collection area and existing KAW access roads.
- iv. **Maintain the system:** Keep the physical components of the trash collection system (booms, anchors, trash collection screens, etc.) in working order. Maintenance does not include collecting and disposing of the trash.
- v. **Collect and Dispose of Trash:** Collect trash for at least one year after the completion of the project's construction and dispose of trash off-site.

### B. Research / Education Project

- i. **Research:** Measure volume of trash collected and calculate the cost to maintain the system and collect and dispose of the collected trash. Provide information to organizations such as LFUCG and the University of Kentucky to help inform decisions regarding the reduction of trash pollution in Lexington.
- ii. **Educational Signage:** A sign will be installed showing the trash collection system and how it improves the quality of Lexington's drinking water supply.

## 2) **DESIGN DOCUMENTS:**

**Design Plans shall be provided to the LFUCG Grant Manager for review prior to starting the construction phase of the project.**

- The Trash Collection System shall be designed in such a way as to incorporate any applicable sections of the LFUCG Engineering Manuals.
- All existing utilities shall be located and shown on the design plans.
- All existing easements, adjacent property lines, and Rights-of-Way shall be shown on the design plans. If any work is proposed to occur within any easement (*i.e.*, utility, etc.), whether public or private, the Organization shall obtain all necessary encroachment agreements from the authorized agencies prior to the start of construction.
- Any work proposed within or on public right-of-way, easement, or LFUCG-owned property will require one or more permits or approvals. This includes installation permits for connection into any existing curb inlet or stormwater manhole located within public right-of-way. Please contact the appropriate staff:

Environmental Services (street trees), Tim Queary – [tqueary@lexingtonky.gov](mailto:tqueary@lexingtonky.gov)  
Engineering (right-of-way), Brian Knapp – [bknapp@lexingtonky.gov](mailto:bknapp@lexingtonky.gov)  
Engineering (new development), Hillard Newman – [hnewman@lexingtonky.gov](mailto:hnewman@lexingtonky.gov)  
Sanitary Sewers, Rod Chervus – [rchervus@lexingtonky.gov](mailto:rchervus@lexingtonky.gov)  
Stormwater, Greg Lubeck – [glubeck@lexingtonky.gov](mailto:glubeck@lexingtonky.gov)

- All federal, state, and local permits, approvals, and agreements required for construction of the proposed improvements shall be obtained prior to the start of construction. If the timing



of construction is such that a permit may expire before construction can be completed, then the Organization shall coordinate with the LFUCG Grant Manager and permitting agencies on appropriate timing for permit submittals. The Organization is fully responsible to determine which approvals, permits, and encroachments are required for the project.

- Erosion and sediment control and traffic control measures shall be designed to meet all standards and follow guidelines in the LFUCG Engineering Manuals, and shall be shown on the design plans with appropriate notes.

### 3) ***STORMWATER CONTROL FACILITIES CONSTRUCTION:***

**No grant-funded construction activities shall occur until the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**

Facilities shall be constructed per the design plans and specifications. Construction of the proposed facilities shall also meet the following stipulations:

- Construction shall not begin until all permits, approvals, agreements, etc. are obtained and copies provided to the LFUCG Grant Manager.
- All existing utilities shall be located, contacted, and coordinated with prior to any work being performed.
- The Stormwater Pollution Prevention Plan, including the Erosion and Sediment Control Plan, shall be provided to the LFUCG Divisions of Water Quality and Engineering for review. An LFUCG Land Disturbance Permit shall be obtained by the contractor after placement of the ESC BMPs and traffic control measures.
- Failure to place acceptable erosion and sediment control measures into service prior to start of construction will result in shut-down of the job site until the measures are put in place. Construction practices shall be put in place to prevent the illicit discharge of sediment, dirt, sand, fluids, trash, and any other pollutant into the Municipal Separate Storm Sewer System or Waters of the Commonwealth.
- The Organization shall host a pre-construction meeting with all parties related to the Stormwater Control Facilities. The LFUCG Grant Manager shall be invited 5 days in advance of this meeting.
- The Organization is responsible for providing all construction oversight, administration, and daily inspections. LFUCG shall not provide these services.
- The Organization shall document construction by taking before, during, and after photographs. Photographs shall be provided in digital format to the LFUCG Grant Manager.
- Once construction of the Stormwater Control Facilities is complete, a final punch-list inspection shall be performed. The LFUCG Grant Manager shall be invited to this inspection and given 5 days notice. If punch-list items are identified, a second inspection shall be performed once those items are resolved, and the LFUCG Grant Manager shall be invited to this inspection and given 3 days notice.
- The Organization agrees to enter into the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included in Attachment B of the Grant Award Agreement at the conclusion of the project as part of the Project Final Report (see item 7 in the Reporting Requirement section below). This Agreement shall be recorded by LFUCG at the Fayette County Clerk's office. It is anticipated the Trash Collection System will be included in Attachment B.

### **REPORTING REQUIREMENTS**

- 1) Prior to construction, the Organization shall provide the LFUCG Grant Manager three (3) hard copies and one (1) digital copy of the following deliverables, each sealed by a professional licensed to perform such work in accordance with Kentucky Revised Statutes (KRS):

- Set of all final design calculations
  - Set of final construction plans, including erosion and sediment control plans, grading plans, etc., including one “half-size” set
  - Set of final specifications and bidding documents (if applicable)
  - Final detailed engineer’s construction cost estimate including quantities and/or bid(s)
  - All local, state, or federal permits, approvals, public or private encroachment agreements, etc. received to date for the project
  - Inspection, Operation, and Maintenance Plan (IOM Plan) laying out the plan for regular inspection and maintenance of each proposed facility for design performance and safety in accordance with manufacturer’s specifications and LFUCG’s Stormwater Manual
  - Existing condition photographs
- 2) The Organization shall allow LFUCG twenty-one (21) calendar days to review the submittals and provide comments. If revised submittals are required, the Organization shall allow LFUCG ten (10) calendar days for review per submittal. LFUCG may choose to have a third party engineering consultant assist LFUCG in review of these submittals.
- 3) If the project is competitively bid, the selected contractor’s unit price contract / bid list shall be provided to the LFUCG Grant Manager prior to the start of construction.
- 4) If the project is not competitively bid, the selected contractor’s unit price contract shall be provided to the LFUCG Grant Manager prior to the start of construction, along with a justification for any deviations from the engineer’s construction cost estimate.
- 5) **The construction phase shall begin only after the LFUCG Grant Manager gives notice-to-proceed, in writing, for the start of the construction phase of the project.**
- 6) If, during construction, the contractor requests a deviation or addition to the quantities or costs in the construction contract, the LFUCG Grant Manager shall be notified within 2 business days. Additions or modifications to the project that are not directly related to the intended and correct function of the stormwater control project elements as described in the Project Plan Elements listed above and in the original incentive grant application are not eligible for Grant reimbursement. Therefore, the Organization is advised that it should coordinate closely with the LFUCG Grant Manager during construction to ensure the work being performed is in compliance with this Agreement. **Note that per the Grant Award Agreement all overruns that result in the project costs exceeding the Grant amount are the responsibility of the Organization.**
- 7) After construction and the one-year trash collection period are completed, the Project Final Report shall include digital and hard copies of the following:
- Summary of final construction costs and quantities
  - Copies of all federal, state, and local permits obtained for the project (if not previously provided) and any permit closure documents
  - 3 copies of a Record Drawing showing all field changes, and signed and sealed by the professional of record certifying the project as shown meets all original design intent
  - Copies of final inspection minutes, punch-lists, etc.
  - Photo documentation of site conditions and improvements before, during, and after construction, including the one year trash collection period
  - Signed *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* (this form will be provided by LFUCG after construction is completed, final costs determined, and the one-year trash collection period has ended)
  - Any materials generated, including the educational signage
- 8) LFUCG shall make final payment of the 10% retainer after acceptance of the Project Final Report.
- 9) All attachments to Request for Funds & Project Status Reports shall reference the associated line from Table 2 – Project Eligible Expenses.

**PERMANENT FACILITIES / INFRASTRUCTURE**

**Ownership:** The proposed facilities are expected to reside on private property in Fayette County and be owned by the Property Owner.

**Future Inspection and Maintenance:** The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Infrastructure Stormwater Quality Projects Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements, including the trash collection system, rack berm, and access roads, as long as the improvements are in service. Maintenance does not include collecting and disposing of trash.

**Future Trash Collection and Disposal:** Based on the research outcomes from the first year of the post-construction monitoring period and an evaluation of the frequency of trash collection anticipated for years two through five, the responsibilities for future trash collection and disposal will be determined by the Organization and LFUCG at the end of Year 1. The Organization is not required to collect and dispose of trash after Year 1. (See Additional Grant Stipulations, items #3-#6).

**Monitoring by LFUCG:** The Organization agrees to allow LFUCG staff future access to any property on which work is performed to monitor the installed features for compliance with this Agreement during the grant period. After the grant period has ended, the Organization agrees to allow LFUCG access for monitoring per the terms of the Maintenance Agreement. Water quality sampling via grab samples or other methods may be employed by LFUCG staff as part of LFUCG's annual reporting requirement of its Kentucky Pollutant Discharge Elimination System (KPDES) MS4 Phase 1 Permit.

#### **EQUIPMENT**

Any equipment purchased with the Grant shall remain the property of the Organization.

#### **ADDITIONAL GRANT STIPULATIONS**

Note the following additional stipulations related to this project:

- 1) The project shall not proceed with field work until written approval to proceed is obtained from the Grant Administrator or Director of Water Quality, because of the potential for conflict with future LFUCG projects.
- 2) Organization shall obtain written approval / agreement prior to work being done on properties not owned by the organization.
- 3) Organization to provide the research outcomes from the 1-year post-construction monitoring period as part of the deliverables.
- 4) The Inspection, Operation, and Maintenance Plan shall be provided at the conclusion of the project, and shall clearly define who is responsible for each maintenance item, including haul off and disposal of wastes.
- 5) Organization shall provide for a longer term Inspection, Operation, and Maintenance period than the one year included in the grant application. In addition to the items to be evaluated during year one of operation and maintenance as described in the grant application, the organization shall provide an evaluation of the frequency of trash collections for years two through five.
- 6) Organization shall provide LFUCG with Right of Entry in perpetuity to the location where the trash collection system is constructed.

#### **GRANT PERIOD & PROJECT SCHEDULE**

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

**TABLE 1 – PROJECT SCHEDULE**

Activity	Anticipated Date(s)
Notice-to-Proceed	July 2020
Kickoff Meeting with LFUCG	August 2020
Design	August 2020 – September 2020
Apply for Permits	September 2020
Construction	October 2020 – January 2021
Maintain System and Remove Trash	January 2021 – December 2021
Final Submission and Payment of 10% Retainer	January – February 2022
*Implement IOM Plan, and coordinate with LFUCG for trash collection and disposal for Years 2-5	January 2022 – December 2025

\*Not part of the Grant’s timeline (see *Additional Grant Stipulations, item #5*).

**PROJECT BUDGET – GRANT ELIGIBLE EXPENSES**

The project budget is broken into the following components based upon the Organization’s incentive grant application:

- 1. Design Phase: **\$ 75,000.00**
- 2. Construction Phase: **\$ 300,000.00**

<b>TOTAL PROJECT COSTS: \$ 375,000.00</b>
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The total project cost estimate and breakdown of grant to cost share is as follows:

Total Grant Share	\$ 300,000.00 not to exceed
Estimated Cost Share	<u>\$ 75,000.00</u>
<b>Est. Total Project Cost</b>	<b>\$ 375,000.00</b>

Table 2 lists the eligible expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by the Urban County Council and Notice-to-Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share.

Construction cost items given in Table 2 are conceptual and the construction estimate will be revised and submitted to the LFUCG Grant Manager for review prior to construction and again once bids are received. **The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee.** Note that the Grant shall not be used to fund any project element that is required by local, state, or federal regulation in relation to any new development or re-development associated with the stormwater quality improvement project as described herein. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as calculated by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: [http://www.bls.gov/oes/current/oes\\_ky.htm](http://www.bls.gov/oes/current/oes_ky.htm)).

Additional detail is provided in Figure 1 (from the Application Document).

**TABLE 2 – PROJECT ELIGIBLE EXPENSES**

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
<b>1 Design</b>								
2 Design	Consultant	Site Selection, Design, Permitting & Project Management (Design submittals, quarterly reports, etc.)	\$ 75,000.00	LS	1.0	\$ 75,000.00	\$ - \$ 75,000.00	
<b>3 Construction</b>								
4 Construction	Contractor	General Conditions	\$ 8,250.00	LS	1.0	\$ -	\$ 8,250.00 \$ 8,250.00	
5 Construction	Contractor	Mobilization	\$ 10,000.00	LS	1.0	\$ -	\$ 10,000.00 \$ 10,000.00	
6 Construction	Contractor	Erosion and Sediment Control	\$ 5,000.00	LS	1.0	\$ -	\$ 5,000.00 \$ 5,000.00	
7 Construction	Contractor	Sediment Removal for berm (dredge)	\$ 200.00	CY	110.0	\$ -	\$ 22,000.00 \$ 22,000.00	
8 Construction	Contractor	Berm Rock (Shot rock or CL III CL)	\$ 80.00	CY	300.0	\$ -	\$ 24,000.00 \$ 24,000.00	
9 Construction	Contractor	Gravel Access Road (#2 stone)	\$ 55.00	TON	250.0	\$ -	\$ 13,750.00 \$ 13,750.00	
10 Construction	Contractor	Concrete Support Block	\$ 200.00	CY	25.0	\$ -	\$ 5,000.00 \$ 5,000.00	
11 Construction	Contractor	Boom (Tuff Boom or equal)	\$ 200.00	LF	350.0	\$ -	\$ 70,000.00 \$ 70,000.00	
12 Construction	Contractor	Boom Posts/ Anchors and Connections	\$ 6,000.00	EA	2.0	\$ -	\$ 12,000.00 \$ 12,000.00	
13 Construction	Contractor	Trash Trap (Screen or Bandalong)	\$ 60,000.00	EA	1.0	\$ -	\$ 60,000.00 \$ 60,000.00	
14 Construction	Contractor	Contingency (~20%)	\$ 45,000.00	LS	1.0	\$ -	\$ 45,000.00 \$ 45,000.00	
15 Construction	Contractor	Prepare and Install Educational Sign about Stormwater Quality Improvements of Trash Collection System.	\$ 1,000.00	LS	1.0	\$ -	\$ 1,000.00 \$ 1,000.00	
<b>16 Maintenance</b>								
17 Maintenance	Contractor	Maintain Trash Collection System: Collect and measure trash amounts for one year as research project.**	\$ 24,000.00	LS	1.0	\$ -	\$ 24,000.00 \$ 24,000.00	
18	<b>TOTAL PROJECT BUDGET:</b>					<b>\$ 75,000.00</b>	<b>\$ 300,000.00</b>	<b>\$ 375,000.00</b>
19						<b>ORGANIZATION SHARE</b>	<b>GRANT SHARE</b>	
20	<b>*COST SHARE % = 20.00%</b>					<b>20.0%</b>	<b>80.0%</b>	
21								

**FIGURE 1 – KAWC DETAILED DESIGN BUDGET (FROM APPLICATION)**





### Detailed Design Budget

Kentucky American Water Stormwater Quality Improvement and Education Project  
Lexington Reservoir No. 4 Trash Collection System

By: ELD  
Date: 7/25/2019  
Ckd By: JPM  
Date: 7/25/2019  
Scope:

It includes meeting with Kentucky American Water and LFUCG personnel and other stakeholders to select the site, performing a topographic and utility survey (including bathymetric survey), performing engineering computations, preparing design plans, applying for permit(s), and developing the final construction cost for the trash collection system.

It will be prepared and stamped by a licensed professional engineer(s) that specializes in stormwater management and dam design.

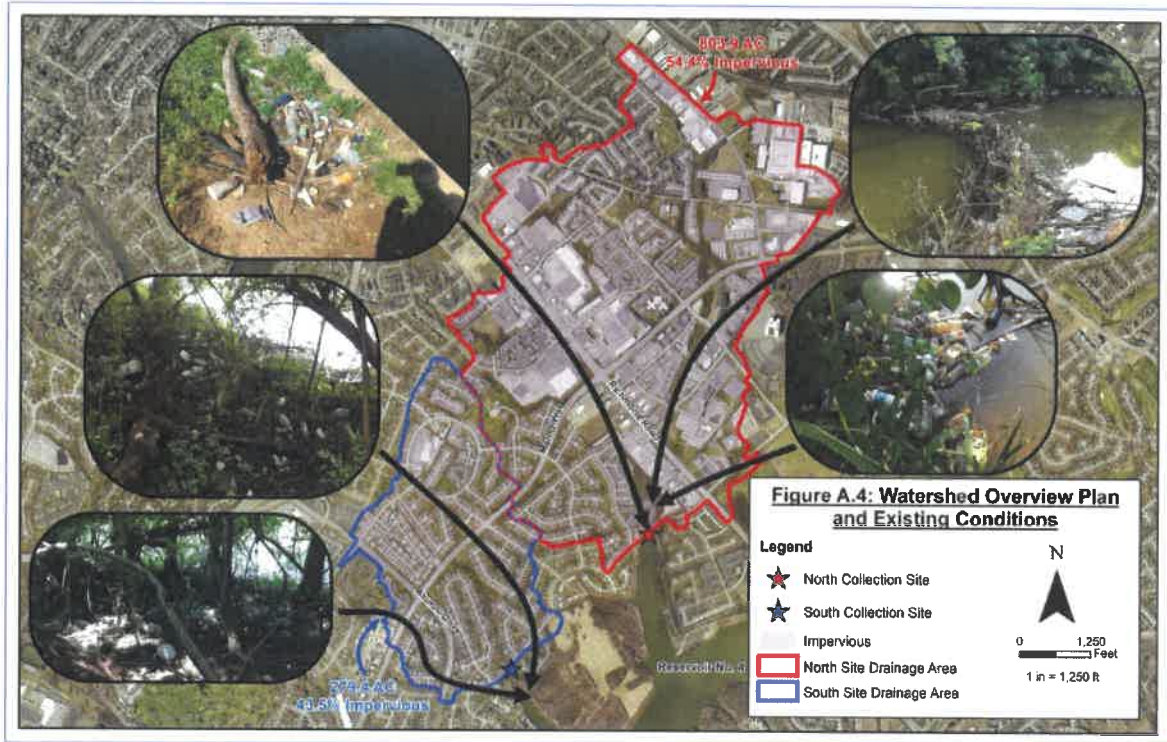





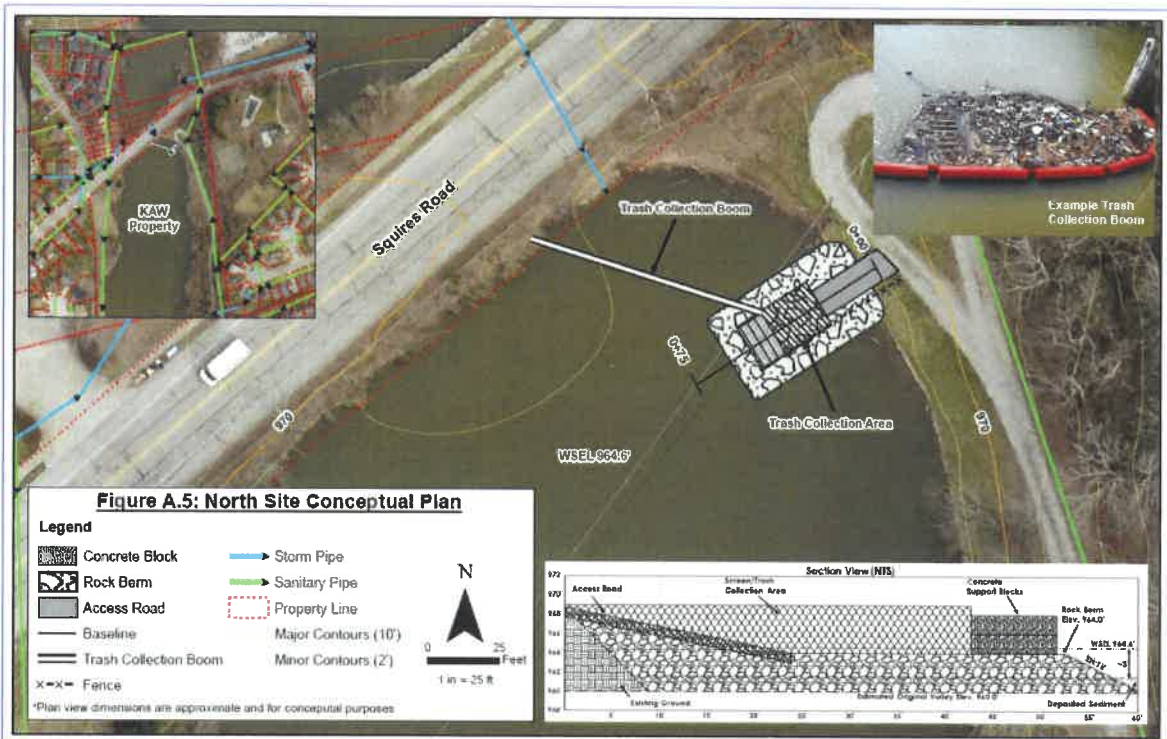
Consulting Fees:		Project Manager	Sr. Project Engineer	Project Engineer	Licensed Surveyor / GPS Survey Crew	Sr. CADD Designer	Env. Specialist	Clerical	Direct Expenses	Subtotal Hours	Subtotal Cost
Hourly Rates		\$165.00	\$130.00	\$105.00	\$133.00	\$100.00	\$75.00	\$65.00			
Task	Description				Hours						
1.1	Kickoff Meeting (1 meeting)	2	4	4						10	\$1,270.00
1.2	Stakeholder meetings (3 meetings) and Site Selection	8	8	8				2		24	\$3,000.00
1.3	Topographic (including Bathymetric) and Utility Survey	4	12	20	40	24				100	\$12,120.00
1.4	Geotechnical Investigation								\$4,500	0	\$4,500.00
1.5	Hydrologic/Hydraulic Analysis	2	4	16						22	\$2,530.00
1.6	Engineering Computations	2	16	16						34	\$4,000.00
1.7	Design Plans	12	24	60		40				136	\$15,400.00
1.8	Prepare SWPPP	2	4	4			20			30	\$3,770.00
1.9	Prepare Permits	2	16	16			32			66	\$8,490.00
1.10	Develop Final Construction Budget	2	2	8						12	\$1,430.00
1.11	Design Review Meetings - 3 Meetings (50%, 80%, 100%)	6	8	8				3		27	\$3,395.00
1.12	Construction Oversight		8	16						24	\$2,720.00
1.13	As-built Survey, Record Drawings	2	4	4	16	10				42	\$5,030.00
1.14	Inspection, Operation, Maintenance Plan	1	4	4						9	\$1,105.00
1.15	Develop Educational Components	2	4	4			12			22	\$2,170.00
1.16	Grant Management, Quarterly Reports, etc.	20	8	8			24			60	\$8,080.00
<b>Subtotal Hours</b>		<b>67</b>	<b>128</b>	<b>196</b>	<b>56</b>	<b>80</b>	<b>88</b>	<b>5</b>	<b>\$4,500.00</b>	<b>616</b>	<b>\$75,000.00</b>
<b>Cost:</b>		<b>\$11,055.00</b>	<b>\$16,380.00</b>	<b>\$20,380.00</b>	<b>\$7,560.00</b>	<b>\$6,000.00</b>	<b>\$6,600.00</b>	<b>\$325.00</b>	<b>\$4,500.00</b>		

**Total Design Budget: \$75,000.00**

**FIGURE 2 – KAWC WATERSHED OVERVIEW and EXISTING CONDITIONS (FROM APPLICATION)**



**FIGURE 3 – NORTH SITE CONCEPTUAL PLAN (FROM APPLICATION)**



**FIGURE 4 – SOUTH SITE CONCEPTUAL PLAN (FROM APPLICATION)**

